

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

AGENDA

**Regular Public Meeting
March 19, 2013
6:00 p.m.**

Invocation, Pledge of Allegiance and Roll Call

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Awards, Presentations and Appearances

1. Discussion of Redistricting Issues
(Michael Spellman, Sniffen and Spellman, P.A.)

Clerk of Courts

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

Consent

3. Approval of Minutes – February 19, 2013 – Workshop/Special Meeting
- February 19, 2013 - Regular Meeting
4. Ratification of Approval to Pay County Bills
5. Request Approval of Collective Bargaining Agreement between IBEW Local 2152 and
Gadsden County Board of County Commissioners
(Arthur Lawson, Assistant County Administrator)
6. Surplus Ambulances
(Tommy Baker, EMS Director)

7. Approval to Award Bid Number 12-14 Part-time TDC Coordinator to Legacy Marketing Inc., (Mary Kelly) and Authorize the Chairman to Execute the Agreement (Sonya Burns, TDC Administrator/Matt Thro, TDC Vice-Chairman)

Items Pulled for Discussion

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

Public Hearings

8. Public Hearing - Amendment of Section 2-45 of the Gadsden County Code of Ordinances (Deborah Minnis, County Attorney)
9. Public Hearing - Approval of Joint Participation Agreement between the City of Tallahassee and Gadsden County for 2012 Federal Transit Administration Funding and Authorize the Chairman to Execute (Anthony Matheny, Planning and Community Development Director)

General Business

10. Approval of Amendment Number 3 to the Contract between Gadsden County and Big Bend Transit for the Continuation of Gadsden Express Services for Twenty-Six (26) Months and Authorize the Chairman to Execute (Anthony Matheny, Planning and Community Development Director)
11. Approval to Sell an Anesthesia Machine to Tallahassee Memorial Healthcare (TMH) (Arthur Lawson, Assistant County Administrator)
12. Discussion of Soliciting Request for Proposals for Legal, Engineering and Auditing Services (Arthur Lawson, Assistant County Administrator)
13. Approval of Joint Participation Agreement for Gateway Signage and Landscaping Project (Charles Chapman, Public Works Director)
14. Approval of Matching Grant Application for Ambulance Stretchers and Comprehensive Back Injury Prevention Program (Tommy Baker, EMS Director)

County Administrator

15. Update on Board Requests (Robert Presnell, County Administrator)

County Attorney

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

Discussion Items by Commissioners

17.
 - Commissioner Morgan, District 3 – District 3 Concerns
 - Commissioner Holt, District 4 – County Concerns
 - Commissioner Taylor, District 5 – No Items
 - Commissioner Hinson, Vice Chairman, District 1 – County Concerns
 - Commissioner Croley, Chairman, District 2 – Report and Discussion on Public Issues and Concerns Pertaining to Commission District Two and Gadsden County

Motion to Adjourn

Receipt and File

18.
 - a. - For the Record: – Gadsden County/2012 Annual Report
 - b. - For the Record: – Letter from Florida Division of Emergency Management Regarding Local Mitigation Strategy Annual Request for Update

March Meeting(s)

- April 2, 2013, Regular Meeting, 6:00 p.m.
- April 16, 2013, Regular Meeting, 6:00 p.m.

AT A REVENUE/TRANSPORTATION WORKSHOP/
MEETING OF THE BOARD OF COUNTY
COMMISSIONERS HELD IN AND FOR GADSDEN
COUNTY, FLORIDA ON FEBRUARY 19, 2013, AT 4:30
P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ.

Present: Doug Croley-District 2, Chairman
Eric Hinson-District 1, Vice-Chairman
Gene Morgan, District 3
Sherrie Taylor, District 5
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator
Marcella Blocker, Deputy Clerk
Beryl Wood, Deputy Clerk

Absent: Brenda Holt, District 4

CALL TO ORDER

Chair Croley called the meeting to order at 4:34 p.m.

WELCOME

Mr. Presnell welcomed the Board. He said they were present at this workshop to cover the 3 items on the agenda. First item, Jeff would give presentation. He said the Board had requested a workshop on revenue's available to the County. He said there were no recommendations, "strictly a workshop to show you what we currently have."

1. REVENUE OVERVIEW

Jeff Price spoke concerning the main sources of revenue for the County and options of increasing revenue should the Board desire. The 1st page outlined is the General Revenue Fund and the first fund 001 is Ad Valorem Taxes, the maximum tax rate is 10 mils and we currently are at 8.9064, so there is a potential there of increasing the property tax, ad valorem up to 10 mils, that would add about 1.5 million dollars. This can be done during the budget trim process, if this is something the Board is interested in.

He then repeated his comments for Commissioner Hinson.

Commissioner Hinson asked did he know where Tallahassee or Jackson counties measure was it 10 mils.

Mr. Price responded no, he didn't know what their mileage rate was, but added he could get that information.

He stated "the next group which is in the black on the General Fund Revenue Chart is currently

what we are getting and we are getting what we have maxed out. There are a couple of other options down at the bottom that we could do, if there is an interest. There's been talk from a lot of counties and cities across Florida. They have a special assessment for Fire Services that can be done through an ordinance that is complicated. There are many issues with that such as direct billing to be added to the ad valorem tax bill, how we calculate the bill, is it on square footage, the size and structure, that's something if the Board desires we would have to have a group look into it with the Attorney and some consultants. This is what's out there, a Municipal Services Taxing Unit (MSTU) that's similar to a Special Assessment except it goes against your Ad Valorem Taxes. You can reduce your Ad Valorem, we are currently at 8.9 and we can reduce that down by something and increase the MSTU for Fire Services. Those are just basic options for the General Fund, any questions on that."

Commissioner Croley asked for future presentations could they be in black and white for more legibility.

Transportation Fund Revenues

Mr. Price stated, "the first couple is diesel related tier II and III and Local Option 1-6 cent tax, we're taking full advantage of both of those. The one that is of interest, that we are discussing today is the 3rd one "Local Option Gas Tax 1-5 cents." That's one the County has never used for some reason and I have not found the history as to why we have not taken advantage of this. Based on the states number there is a potential 1.1 million dollars there based on the State's 2012 estimates. What I did there is I broke it down by the cents if you charge 1cent – 5cents to give you an idea as to how much would be coming into the coffers. One thing with the Local Option Gas Tax 1-5cents, is that's one we share with the Cities, so the County would get about 76% of whatever we get out of those taxes.

Commissioner Morgan asked if we chose the 5 cents Local Option Tax it would increase revenues potentially 1.1 million we get about \$760,000 of that.

Mr. Price replied about \$855,000.

Commissioner Morgan said that's the number we really need to be looking at, not 1.1 million, as far as that would impact what we want to do.

Mr. Price said yes.

Mr. Presnell added, "there is only one county in Florida that imposes a lower gas tax than Gadsden County, that being Franklin County. Then we are in a group of about 12 -15, then there's another 40 counties that all impose higher taxes, than us. We are in the lower percentile of what we actually levy.

Commissioner Morgan asked were there any thresholds that require us, Jeff, to go before the public, is there a referendum required if we go to a special option gas tax.

Mr. Price said it could be done by Ordinance and would need majority plus one.

Chair Croley referenced the next page, page I of 1 on the 2013 Federal, State, and County Tax

Rates on Motor Fuel in FL's Counties. "Help me understand the motor fuel tax rates that are shown here, because where I'm looking here, it says total tax rate and I realize Franklin is done here at 46.2, but if I read this right, it says 48.4. I'm I correct."

Mr. Price responded yes for Gadsden County.

Chair Croley stated, Mr. Presnell, just stated they were the same rate as Franklin.

Mr. Presnell corrected himself by saying "Franklin is the only County in the state lower."

Chair Croley said "we are not the lowest because if I look at Taylor, Santa Rosa, St. Johns, right on up the line, we all are in the same bracket as them." Here is the point I'm raising with you, because I look at things on a regional basis with this CRTPA group because that's all dealing with Transportation Wakulla, Jefferson, Leon and Gadsden. Now I will agree Wakulla is 49.4, Leon is 49.4, Jefferson is 49.4, and we are a penny below them. Here is the thing that's of concern to me, let's just face the facts. Commissioner Hinson, if we look at no later than last week the percentage of voters out of these 5 districts almost half are in district 1 & 2. I would submit if you actually did a close analysis of the Census you would probably find a large percent of the population are located on the eastern side of the County. The two facilities that provide most of the gasoline tax revenue are the two truck stops that are in district 1 there in Midway, that's where most of the money is coming from, that's a fact. If we go increase taxes on fuel when you have a large number of people commuting to work outside the County and you depend on two truck stops for your tax revenue. Running taxes up is going to drive off businesses, furthermore if I'm over in district 3 at the Chattahoochee Interchange or at the Greensboro Interchange and I'm trying to recruit another truck stop facility to develop out that interchange these businesses are going to be looking at what these tax structures are and they are not necessarily going to want to come here. They are going to say you are out of line with your adjoining counties. Furthermore, if I'm in Havana now I'm going to drive everybody across the state line to Bishops to buy fuel because they are not going to buy on the Florida side of the line if you start to get too much in difference. When you say we are in this low bracket, yeah we may be in a lower bracket and I'm not going to suggest to you that ya'll not move up and that you could afford to move up a cent or two, you go too far, I think you are going to get a rebellion with the public and you are going to be hurting your business community really bad, especially over there in the area where we have distribution centers and things of that nature in the Midway area.

Commissioner Hinson responded, "Bishop's over in Georgia they really helped us out a little bit because their gas is now higher than Florida gas."

Commissioner Taylor entered at this juncture of the meeting.

Mr. Price stated the last piece was the ninth cent on motor fuel, "we currently have the ninth cent tax on diesel, but don't charge it on the motor fuel tax." According to the State of Florida estimates it's approximately \$239,679 per year.

Mr. Presnell pointed out that figure was not shared with the cities.

Commissioner Hinson commented if they decided to do a bold move, what would the total be.

Mr. Price stated if you did 5 cent sales tax after the distribution to the cities that would be \$850,000 and with the ninth cent tax it would be close to about \$1.1 million.

Commissioner Hinson asked with the Ad Valorem Tax along with the 5 cent and the ninth cent they are looking at somewhere between \$2 – 3 million dollars.

Mr. Presnell brought to the Board's attention at the City and County Manager's meeting he discussed the Transportation Fund Revenue's to get their feeling on what they may or may not be comfortable with. He said there was excitement about it. "I think you'll find most of the City's and everyone of the Managers were there, none of the Commissioner's just the managers and they each were excited and thought it was a potential help for their struggling budget with their road issues. It didn't mean a lot of money, but in Gretna it would be another \$40 grand, Chattahoochee was substantial. Jack was interested in it too, if it is something you would like to look at when we get farther along in the process, I'm sure they would like to have some input on it. To show they are in support."

2. PUBLIC WORKS CAPITAL WORK PROGRAM 2013 - 2016

Charles Chapman, Public Works Director spoke concerning the Public Works Capital Work Program. This work program is in conjunction with the proposed refinancing of the current road bond and the levying of additional gas sales taxes to finance additional bond funds to complete identified projects of the work program. He said this was a conceptual piece; this is not an official list. "To show what we could potentially do depending upon this Board's appetite to move forward with additional gas sales tax that would impact unleaded fuel and diesel fuel sales." He said the Board would have the final say on the list, how it's developed, which projects are on that list. He pointed out they would expound on two options: 1) 2 cent option levy additional 2) 4 cent levy additional. He said it took them about 12 months to get all the projects identified, current budget estimates and we came out to \$44 million in deficient infrastructure as outlined below:

The Current Challenge:

- \$44 million in deficient infrastructure
- No large amounts of available cash to tackle transportation projects within the current gas sales tax structure
- Current solution set involves growing reserves, increasing the investment dividends and reducing operating expenses - ALL TAKE TIME TO DEVELOP CASH ON HAND
- A current debt payment on remaining \$4 million on the OLD bond obligates \$800,000 in current gas tax revenues annually. *"Which was taken out in 2000, which is \$800,000 that comes out immediately out the current levy gas taxes?" He said what is currently a \$4.2 million dollar public works budget could be \$5 million public works budget, if we did not have to make that debt payment out of that current levied structure."*
- Federal and State grants will not fund a large quantity of the projects needing to be addressed.

Commissioner Morgan asked for more information on the current debt structure, the original amount, terms and what the current finance rate is.

Mr. Chapman said he only had cursory overview around 2000 when it was taken out and it is a \$10 million bond.

Mr. Price stated the interest rate is 4.53. It was done in 2003 and goes through 2018 and it is

about 4.1 million left.

Commissioner Morgan clarified it was a 15 year bond and interest rate was at 4.53.

Mr. Chapman commented on the last challenge dealing with the Federal and State grants he said they dealt with collector or arterial roads, a lot of what we were getting as far as complaints on potholes are from residential roadways or dirt roadways that may or may not classify for state aid or federal aid when it comes to grant programs. He then discussed the solution set:

The Solution Set:

- Refinance the current bond to obtain a lower interest rate and lower annual payments
- Secure the payments with an obligated additional sales tax
- Finance additional funds to address deficient infrastructure with dedicated additional gas sales tax. BENEFIT: One-half of the gas sales tax is paid by non-Gadsden County residents.
- A plan is developed to leverage the additional bond funds to their fullest potential-the plan assumes a four cent levy-the Plan may be modified depending on the Boards direction.
- Projects are located in all Gadsden County districts and balances the transportation investment county-wide.
- If approved, the Plan and Bond will reduce the amount of deficient-non grant eligible transportation infrastructure projects significantly without reducing current levels of service.

The Mathematical Concept:

- Current Bond Payment: \$800,000 annually
- Refinance and levy additional gas sales tax to take out additional \$6 million (*given 2 cents for math purposes).
- Two cents generates approximately \$500,000 annually. Reduces currently obligated gas tax payment to \$300,000 subsidy.
- Frees up to \$500,000 of currently levied gas tax revenue for budgeting purposes in the Public Works Operating and Capital Budget. (I.e. it could result in up to \$100,000 per district for projects annually).

Chair Croley commented it would be easier said to look at lowering interest rate if you can. "Now the amount of the bond would be another topic."

Mr. Chapman said "this strictly addresses refinancing; second thing is looking at financing additional funds. What that number is ties directly to how many cents at the pump you would be willing to levy. We would need to go and do 2 cents, 4 cents and 6 cents. Whatever it may be directly ties to what we could go back to the bank and the bond attorney, to say how much capital we can get. What's the interest rate, how many years?"

He said "in short what they have done is looked at 44 million worth of deficient infrastructure. How can we cut it in half if we levied 4 cents at the pump by our numbers that would be a \$10 million bond that would pay off the current existing debt and give us some working capital? Between that mix and blend grant projects that we have identified, not recommended but identified, we're looking at \$22.9 million over the next 7 years with the work, cutting our \$44

million deficit in half.”

Chair Croley commented on the original bond, “when you bond out \$10 million and you say it’s going into infrastructure improvements over a 15 year bond. What do you really get for that money that you are still paying on and you still have a \$44,000,000 infrastructure deficiency.” He then asked Mr. Presnell what the bond money went into, what they did with it.

Mr. Presnell replied the majority of it was paving of dirt roads, purchased some equipment.

Chair Croley asked “how was the infrastructure held up on the original bond, is that a part of the \$44 million deficiency that you are having to go back and borrow money to repave a road that didn’t last before you retire your debt on it.”

Mr. Presnell said there was a few identified. He mentioned the Carver Heights Road, those were only resurfaced. He said those are back on the list. He said they aren’t going back with the money; majority of it has been identified for some major resurfacing projects. “That original \$10 million got us out of the mud. Looking back, now that asphalt was bought at \$37 a ton. I wish we would have done \$20 million. Asphalt now is over a \$100 a ton. It was a big lift for this county at that time, number of miles of road paved. I think it accomplished a lot.”

Commissioner Taylor asked “going back to the original bond where you have the debt service of \$800,000 and Mr. Price said we had around \$4 million balance out. The \$800,000 is from the gas sales tax that we receive annually. When does that particular funding source expire?”

Mr. Presnell stated the funding source would never expire. The last payment on the bond is 2018.

Commissioner Taylor said this is why she had questions, “when the Clerk came up with the concern of being careful about spending. I was more less on that bond we have in play now. Refinancing it at lower rate and then going in and getting additional dollars on that bond, going back asking if we could take it back to the \$10 million. That would give you \$6 million.”

Mr. Presnell said they have asked if they would approve it at the lower rate.

Commissioner Taylor commented that is where she possibly is now. She apologized for running late and stated she was at work. She asked what the maximum amount you are trying to reach was.

Mr. Presnell conveyed “going back and doing a \$10 million bond as originally done, the current payment is \$800,000 it would be a little less, giving us \$6 million dollars to work with immediately. If we do the 2 cents which dedicates a funding source to pay that \$800,000 it would generate \$500,000. It would only be 3 out of pocket, so we are going to get the lump sum of cash now to knock out a lot of these projects. Public Works would be to the good \$500,000 annually, just by the refinancing with the dedicated funding source. Just the refinancing of the existing bond, you get no new dollars, we’re estimating that to be a saving of \$55,000 per year.” He said he felt the consensus was if they don’t pursue anything we refinance that bond and our payment would become \$750,000.

Commissioner Taylor opined maybe they would have to test the water through the media if it is

possible. "It is a little hard pressed to put in additional tax on gas considering how it is increasing, especially at this time. To put more of a burden on the citizens, it's a little hard for me to do it, not saying that I'm against, because I want to support it, but I would need to talk to the constituents. We need to take out there and get some sound back from them. To see if they are willing to go another 2 cent at the pump given the fact, if you bat your eye, it's up again on us. That's where I'm at, but I want to get you there. How much are you trying to get total? The projects which you have outlined that are your template."

Mr. Presnell replied everything in book would require the 4 cent. He said he knows it is reaching for everyone, it was even reaching for us sitting down developing this plan, but we wanted to give it to you, so you could have that. He said 2 cent was where he was at, because you can sell 2 cent. He mentioned again he had met with the City Manager's and they all are excited about 2 cent it helps them. He said that was personally the number he was in support of, if they wanted to go that way.

METHODOLOGY

- Purpose: To address deficient county-wide infrastructure not eligible for federal or state grant funds. Also, to identify a project plan that would directly relate to the bond financing of additional gas sales taxes.
- Plan Development: The County Administrator, Public Works Director, Public Works staff (PW) and Preble Rish Engineering (PRI) collaborated to develop a list of worthwhile projects that would meet the needs of all commission districts of Gadsden County.
- Methodology: PW Staff and PRI developed over the months of August to December 2012 a comprehensive deficient infrastructure list with project budget estimates. The identified deficiencies totaled approximately \$44 million. In review of the projects using number of homes, age of pavement/dirt road, road designation and grant eligibility criteria; the County Administrator and Public Works Director refined the plan presented to you for consideration. For the sake of development the plan assumes financing of a four-cent levy in the available gas tax revenues.

Commissioner Taylor asked for the number they are trying to reach again. She said she appreciated what they were trying to do, but I got to sell it and I don't want people trying to push me out until I'm ready. I understand you want to get the 2 or 4 cent to take care of your debt service. How much are you trying to get total?

Mr. Presnell responded, \$6 million.

Mr. Chapman stated they went aggressive and threw the \$10 million dollar figure out there, how many cents it would take to get us there, which was 4 cents. We developed this list after putting together a whole collaborated list with the County Engineer, County Administrator and myself and we looked at 5 different criteria resurfacing, dirt road classification, pavement condition, safety concerns, number of homes on the roadway and what is the road purpose; is it collector or residential and what is the road purpose, is it narrow beyond the FHA standards for right of way. The list before is conceptual, it is subject to change, it did have some thought process behind it whenever we were selecting projects to get to our \$10 million number.

Chair Croley asked Mr. Chapman if he would go back to the last sentence.

Mr. Chapman read the last sentence: *"For the sake of development the plan assumes financing of a four – cent levy in the available gas tax revenues."*

Chair Croley inquired this plan presented is based on 4 cents not 2 cents.

Mr. Chapman said it was completely conceptual. "We wanted to be aggressive and show you what could be done at a 4 cent level, in case that was an option of the Board. We didn't want to not have a plan at a higher level. It's easier to reduce than to add."

Chair Croley asked was this their Cadillac Plan.

Mr. Chapman replied it was, "as shiny as can be."

He explained on the Plan – Grant Applications they had been running 4 grants per year, grant applications that were made in year one – 2014, there is a 4 year cycle for DOT for the work program for the financing to come through. This plan is probably from 2014 – 2020. It is distributed among the districts and there are some dirt roads that qualify.

Chair Croley asked about the grant application shown. "They are SCRAP, SCOP and CIGP, the work that is being done on some of the roads that were brought in here within the last few months that have come through the efforts of CRTPA are covered by what type grants."

Mr. Chapman commented it is covered by the Federal Program, the Local Agency Program.

Chair Croley stated it has nothing to do with any kind of grant period.

Mr. Chapman responded no, "they don't have a formal grant application process; normally it comes from the regional group or through the districts themselves." He also commented, they would be coming back before the Board with the grant application selection process as they do every year to discuss in detail. He said it would include 4 or 5 projects for discussion and come to some consensus of a majority vote. He stated the plan was broken into 3 years and spread out across all the County's districts.

He said "at 4 cents this is what we could do, Cadillac option." He said "if the Board is comfortable with 2 cents they can always subtract. He said this plan they have developed is between the grants which is a test group and this program, which they have crafted it's a \$22.9 million shot in the arm over the next 7 years to attack a \$44 million deficiency in infrastructure." He mentioned "the Plan – Bond Projects (Four –Cents) touch each of the districts and includes some dirt roads; invest in some bridges, culverts, resurfacing, widening as well as striping."

Commissioner Morgan commented "from what he is hearing 4 cents is what your presentation is based on, probably isn't up for discussion based on what I'm hearing. I don't want to put words in anybody's mouth. That being the case, this probably needs to be re-worked to the 2 cents."

Mr. Chapman responded that's the direction they are seeking, in which direction to go.

Commissioner Morgan asked about the opening comments concerning the cash position in General Fund also Reserves for Public Works. How did you describe that again?

Mr. Chapman stated their current position is my day to day operating model, is how can I reduce expenses, but still get as much work done as I can, so I can build my reserve up over time in order to generate a higher dividend out of our SBA investments annually.

Commissioner Morgan inquired based on a budget of our size, when the Auditors come in they recommend that we have a fund balance of \$6 million dollars. "From a Public Works standpoint what is your target dollar amount that would make sense." He said the reason he asked the question was "if they had a natural disaster in Gadsden County and had to respond in whatever way or capacity it would take money in the bank that we would need to use. What would that dollar figure be?" He asked about target dollars in fund balance.

Mr. Chapman commented that he didn't know how much money was needed to be self – sufficient, because being honest, even the Auditors wouldn't recommend \$6 million of a \$43 million dollar budget. He said they have not seen the audited amount but, they believe they are around \$2 -2.5 million this past year. He stated target dollars he doesn't have a fixed dollar amount in his head, but he can say annually with his operating budget, I try to set aside 2 and ½ to 5% of what I get from the Board to be reinvested into Reserve. He said "as long as he is able to do that and grow his Reserve, I think it's fiscally responsible."

Commissioner Morgan asked Jeff about the refinancing of the bond to whatever the percentage rate is, where the rates are going now. He asked for a ball park figure.

Mr. Price responded about 3%.

Mr. Presnell said they are just trying to get a feel to see what the vision is. He said if there is no interest there is no interest. He said since there is interest, he pointed out it would require majority plus one. The staff time will be put in if you prefer a 2 cent model and present back to you.

Commissioner Taylor asked the Manager about the conversation had with the different City Manager's and them being comfortable with the 2 cent. She asked that he be more specific to the City Managers.

Mr. Presnell pointed to Mr. Garner who was in the audience who represented the City of Chattahoochee, Jack McLean the City Manager of Quincy and Antonio Jefferson of Gretna.

She then asked where they were with the other cities Havana, Midway and Greensboro.

Mr. Presnell said Roosevelt with the City of Midway was agreeable, but Howard McKinnon from Havana has not committed he wanted to see the numbers.

She asked a final question, "if this Board approves 2 cent would it then be necessary for the City Manager's to get Board approval from their Boards as well."

He responded by saying, "they don't have to do anything, the Department of Revenue (State) decides the split and it is a percentage. Currently, it is whatever it generates now would be off a nickel, so 2 cent would increase his road money by 40%.

Chair Croley clarified on a comment by Jeff, one of fuel taxes are shared under the Local Option Gas Tax, 1 – 5 cent is shared tax. If the ninth cent is levied on fuel that's the one cent tax and that one is not shared. It would generate \$473,000 that the County would bypass the municipalities on.

Mr. Presnell interjected and said it would be \$239,679. Chair Croley responded he was mistaken.

Mr. Price said the \$473,603 is the County Fuel Tax.

Chair Croley said \$58,000 is off the diesel. "You are saying if you put another cent up on the motor fuel that is where the \$239,679 comes from." He clarified the municipalities don't receive any of the ninth cent on motor fuel. "If you refinance the bond and levy that one tax and the \$239,000 went to Debt Services on the existing bond, what would that do?"

Mr. Presnell responded that would probably free up \$300,000 annually for operating Public Works.

Chair Croley also asked about levying the 1 cent tax above that would be \$224,000 and then you would only get a net of 76% of that. "Seems pretty logical to me if I'm going to be looking at raising the tax rate I would want to raise where I would get a 100% of the levy. I'm looking for something that's going to get a 100% back into the County Road System first. In your presentation I am a little bit disturbed that District 2 looks like it's not getting much consideration from SCRAP/SCOP Applications." He asked, why?

Mr. Chapman responded that they had looked at current activity levels of grants they had secured.

Chair Croley asked about the fact that the Collector Roads are being widen, that is a penalty to District 2.

Mr. Chapman replied "no sir it's just the level of the current activity. We do have some District 2 roads to match and balance current grant activity." He said this is simply a mathematical exercise to show the Board a picture and you will have a chance to vet it fully before it is approved.

Commissioner Taylor said pointing to activities quite a bit has gone on in District 2 especially in the last 4 years that I have been up here. Where it has not balanced County – Wide and I'm sure you can appreciate that. She said they need to make sure the County as a whole gets some serious attention.

Chair Croley commented he could appreciate Commissioner Taylor's point, but the same could be said in District 1. He said there were comments before you came in that stated you must appreciate approximately half of the population in the County is located in District 1 and 2. A significant amount of traffic is generated in those districts and the improvements that went in those districts, starting in District 1 are reflecting on the number of accidents and the amount of road usage. The grant programs that those came through are for Collector Roads. The money that has been coming in generated because of the traffic levels, accident rates and the state of the roads have justified these special grant opportunities. No later than the last meeting we added

roads and have asked that Collector Roads be presented to CRTPA. Only this last time, we were able to come up with that list. I support you in trying to get improvements in the other districts as you have outlined.

Commissioner Taylor pointed out “they should not put words in each other mouth, certainly not calling anybody the bad guys around this dais. You are guys we need to work together and get along. I don’t think anyone can argue the point that High Bridge Road has had so many fatalities, our students, children and families any collector road in the county that has as many fatalities as that particular road and yet has still gone unnoticed or unidentified. Now we did give a list of roads through Public Works, you are right, you are not a bad guy, you did ask for this list and it was directed by staff to give you roads that would qualify, so we could get funding. Certainly not trying to make anybody the bad guy. Folks asked me when I was out campaigning how come everything went over here. I said you can go over there and ride on those nice roads just as well as anybody else. Matter of Fact at the Rotary Club, I gave you your kudos for doing a phenomenal job. Here is what we need to do now; it is fair that we balance it. As a Chairman now we are looking at the whole county and an opportunity to spread wealth and get it better, so whenever your family and friends come you can be able to take them to any corners of this county and roads would be just as good.”

Commissioner Hinson stated “he also supports what Commissioner Taylor was saying as well. I discussed e-mails he received every week from the Consultant and they are saying they are cutting back so much from the state. I think we need to figure out how we are going to make some bold moves or uncomfortable moves. We got to make some moves, so we can make sure we hold on to Gadsden County. There is some reason we are not getting the money from the State and Federal government like we should, so we must come up with some creative ways to make sure we serve our people.”

Commissioner Taylor explained she wanted to take the 2 cent back to her community to get the feel and then come back.

Commissioner Hinson commented he gets phone calls every second of the hour. “I go in the communities and now I have a shovel in the back of my truck.” He said “they need to pay close attention to Public Works, they are calling every day. I thank you guys; I must give you guy’s credit, because you guys are really doing a phenomenal job coming into the communities.” He stated “if they decided not to come up with creative ways the community is now going to start getting frustrated and next if you try, it might be too late.”

Commissioner Taylor asked about the Transportation Dollars they are looking at, are they specific where we can’t consider developing some parks around this County. Set aside at least \$100,000.

Mr. Chapman said in the Florida Statutes and he believed Chapter 330 it outlines the usage of gas tax discretionary and automatically given. He added it was pretty tight where the funds could be used.

Chair Croley added “but being creative on the Lake, he felt they could do this if there was a road and you had an adequate place for a boat ramp. He has money you could use for boat ramp and you could fix the road going down to that. That might be sort of a park, but I don’t think it would work in the way you may be suggesting.”

Commissioner Taylor said what she wants was the High Bridge Road.

Chair Croley responded "the High Bridge Road is the number one priority to try to get in the funding mechanism to widen. I can't and at this point and time commit anything about the bridge because we don't have the leeway about the bridge because we might be able to get some rehabilitation money or a portion of it, but they want us to match it and we don't have the revenue. That's the problem about the bridge." He said the worst bridge was at Flat Creek. . He said it depends on the program as they are getting the bridge on Highway 67 replaced. That's tied in with the improvements going in from the Liberty County line and that's something that's a part of the state road system. He said they are going to try to make it happen.

Commissioner Hinson said looking at the General Revenue; we are talking about gas taxes. He asked about the Reserves.

Mr. Chapman stated gas taxes are restricted. He said "currently his operating budget is about \$4 million dollars a year. What we have in reserves is close to \$2 -2 ½ million sitting in the bank and whatever interest rate the SBA is turning back out in dividends that goes back to the reinvestment currently. You have a good operating system set up. The problem is it's not enough to go and attack certain projects or replace capital equipment."

Chair Croley commented he felt they were at a consensus of coming up with 2 cent plan and work with that one first.

Chair Taylor voiced she was willing to take the 2 cents back to the community.

Mr. Presnell said they would start to put staff time in for the 2 cents and develop that plan. He said they have until September if this is something they chose to do it would need to be enacted by then and would start being collected by January.

Commissioner Morgan stated it was always well when they could have healthy discussions. This gives opportunity to over communicate this issue with the public, city managers and with local business owners. He asked when referring to tax if they would use the word revenue, because it's easier to say than tax. He said he didn't feel the public was necessarily opposed to a tax, when they know that efficiencies are being met and you are making good sensible moves that would help the entire County. This also opens the door to have deeper conversations about what district is getting what. He said the question to ask is this a plan that makes sense and is everyone going to benefit from it. He commented they really need to get feed-back and give the entire community a chance to respond by not rushing into this.

Commissioner Taylor said "it's always good to have a healthy discussion agree to disagree, but at the end of the day, still have the courtesy and the salutation. I chose to run for this seat for several different reasons; one that we balance. Commissioner Croley and Commissioner Lamb sat up here for two years or more and didn't get pretty much of anything when this Board didn't have the change that it has now. That wasn't a good feel for them. I saw this County being unbalanced where it went more so to others, it was not fairly done. I ran because I wanted to see it done fair, because it does matter. We just need to keep it maintained, so we can keep a good level of trust and respect among us."

Chair Croley commented "that was a very good point and shared the next time they do the

summary take the grant applications and treat that separately. You are talking about bonding right now and the dedicated source of money. When you put grant applications for SCRAP/SCOP in with that it does raise issues of concern. He asked they leave grant applications separately. Deal with grant applications for those projects on a need basis, where they can be most effective and fair. The bond money would be the same way. Should be focused to be in line with other 4 counties in the transportation region that we work in. He pointed out, there was only a 1 cent difference, not 2 cent and if you go to 2 cent you would be higher than Leon, Wakulla and Jefferson. My suggestion is you look at the ninth cent motor fuel tax that you are not levying now which would be \$239,679 in additional revenue and that you look at refinancing your bond at the current debt level first. Then if you wish to go up some more we could consider that. This would like \$300,000 into public works that they would have to use to beef there production up that they don't have now." He said he might entertain something else after he sees how this would look.

Commissioner Morgan said when you start discussing resurfacing roads doesn't mean it has anything to do with the future, but it is something that happened in the past. When we had dirt roads projected to be paved those residents and land owners were anticipating those roads to stay in order and to be next on getting paved. The reason that didn't happen is because Commissioners got involved and switched up the order of the roads that were going to be paved. I can tell you perception is reality. I think we should be crystal clear in what we are talking about and have the courtesy and wither all to standby what we put forward and do the right thing because that's something that was not handled properly." He said it's hard to swallow when you have people out there that was expecting there roads to be paved several years ago. If you ask me personally I think that should be one of the first things that we fix. Those roads are easy to identify.

Mr. Chapman said they did take that into consideration and he also presented a handout of the 2009 Gadsden County Public Works Five Year Paving List.

Chair Croley recognized that time had drawn near to the 6:00pm hour and the Deputy Clerk has pointed out she would need time to change over and they still had a topic to discuss.

Commissioner Morgan said "the road he was referring to was prior to 2009 around 2007, so what I need to see is the prior list. Those are the rankings that got changed."

Commissioner Morgan stepped out at this juncture of the meeting.

Commissioner Hinson commented since they need 4 votes we could give you permission to come up with a bold plan with Mr. Presnell on how they can form something together and presented back to the entire Board.

Chair Croley stated while he appreciated it, he didn't feel it was appropriate, because it wouldn't be comfortable with all the Commissioners.

Commissioner Morgan returned at this juncture of the meeting.

Commissioner Croley said they have a plan to look at a 2 cent and a plan to look at a 1 cent. Let the options be A an B.

3. DEBT MANAGEMENT POLICY

Mr. Presnell stated this item presents the Board with a draft of a debt management policy which also contains ratios and recommended thresholds. He said as they could recall this was brought to the Boards attention by the Clerk expressing the need for a debt management policy since we didn't have one.

Commissioner Taylor asked if this could be rescheduled until the next workshop, so they would have time to fully discuss the debt management policy.

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 5:52 P.M.

GADSDEN COUNTY, FLORIDA

**DOUGLAS M. CROLEY, CHAIR
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

**BERYL H. WOOD, DEPUTY CLERK
FOR NICHOLAS THOMAS, CLERK**

**AT A REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS HELD IN AND FOR GADSDEN
COUNTY, FLORIDA ON FEBRUARY 19, 2013, AT 6:00
P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ.**

Present: Doug Croley-District 2, Chairman
Eric Hinson-District 1, Vice-Chairman
Gene Morgan-District 3
Brenda Holt-District 4
Sherrie Taylor-District 5
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator
Marcella Blocker, Deputy Clerk
Beryl H. Wood, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

Chair Croley called the meeting to order at 6:02 p.m. and opened the meeting with a prayer and the pledge of allegiance to the U.S. Flag.

AMENDMENTS AND APPROVAL OF AGENDA

Chair Croley asked if there were any amendments to the agenda and there were none.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THE AGENDA.

AWARDS, PRESENTATION AND APPEARANCES

There were no awards, presentations or appearances.

CLERK OF COURTS

1. County Finance and County Clerk Issues

Clerk Thomas was not present, but there were no report or issues on the agenda.

CONSENT

Commissioner Holt appeared at this juncture of the meeting.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA AS PRINTED. (ITEMS 2 – 8)

2. Approval of Minutes

-December 4, 2012 - Regular Meeting

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-December 18, 2012 - Regular Meeting
-January 15, 2013 – Regular Meeting

3. Ratification of Approval to Pay County Bills
4. Approval of EMS Consultants 2013 Annual Support Agreement (No bid required - a sole source contract) \$3,000 annual installment for period April 1, 2013 – March 31, 2012
5. Approval of Grant Funding and Program from Department of Economic Opportunity (DEO) for Technical Assistance and Authorization for Board to Execute The Grant and Approve Task Order to Preble Rish Project No.: 2012-1)

This grant is to avail technical assistance to a variety of planning projects. There was no county match required. The tasks include the following: Creation of an existing land use map, update the Future Land Use Map, and create a draft strategic economic development plan for the four I-10 interchanges in Gadsden County.

6. Request Approval of Letters of Agreement with James Gollahon and Bryant, Miller, Olive to Pay Expenses for the Refunding of the Sales Tax Revenue Refunding Bond, Series 2010 – Hospital Loan

Payment of \$23,000 to James Gollahon, MBA, CPA, Financial Advisor and \$30,000 to Bryant, Miller Olive for their services.

7. Support Letter to Apply for National Recreation Trail Designation for the Apalachicola River Blueway Paddling Trail
8. WORKFORCE Plus Interlocal Agreement

In response to the Workforce Board Accountability Act passed during the 2012 Florida Legislative Session, WORKFORCE plus board was limited to 23 members. The current membership is 34, making the amended agreement necessary.


ITEMS PULLED FOR DISCUSSION

No Items were pulled from the consent agenda for discussion.

PUBLIC HEARINGS

9. Public Hearing-United New Jerusalem Church of Jesus Christ Variance Request (V-2013-01) from Subsection 5611.G.1 Access of the Land Development Code (Quasi-Judicial Action)
Applicant: United New Jerusalem Church of Jesus Christ
Agent: Carmen Bourgeois Green, P. E.
Request: Variance from Land Development Code, Subsection 5611.G.1 - Access for Lot #2 in the Orchards of Mt. Pleasant Minor Subdivision. The variance will allow Lot # 2 to access solely onto U.S. 90 as opposed to Orchard Road.
Neighborhood Meeting per Planning Bill of Rights: Meeting held on December 6, 2012
Planning Commission Recommendation: 10-1 vote to recommend approval on January 24,

2013.

 Chair Croley introduced the above stated item.

Mr. Presnell stated this public hearing was required because they were deviating from what had originally been granted to the subdivision.

Commissioner Hinson stepped out at this juncture of the meeting.

Deputy Clerk Marcella Blocker administered an oath to Planning and Community Development Director Anthony Matheny, who appeared before the Board.


Mr. Matheny commented the Church had been given access through the neighborhood, but there had been a disagreement with the developer after the purchase of the property. They chose, instead of a legal route of fighting him in Court, to ask for access off of Highway 90 and he added they had received Florida Department of Transportation approval and they were only requesting a variance to their original agreement changing their ingress/egress from through the neighborhood to Highway 90 only.

Chair Croley called for any public comments and there was none.

Commissioner Hinson returned at this juncture of the meeting.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE OPTION 1- , WHICH WAS TO ALLOW LOT #2 TO INGRESS/EGRESS SOLELY ONTO U.S. 90 AND ALLOW NO ACCESS ONTO ORCHARD ROAD BASED ON THE FINDINGS CONTAINED IN THE APPLICATION.

10. Second Public Hearing-Ordinance to Revise Subsections 5003.B(6) Non-Conforming Uses of the Land Development Code

 Mr. Presnell introduced the above item and explained this was the second public hearing in regard to this matter and added it would allow the Land Development Code to come in line with the Comprehensive Plan with the change to three years.

Chair Croley asked for any public comment and there was none.

Chair Croley raised an issue concerning the original recommendation of one year and stated it was his opinion that two years would be a reasonable timeframe and then a variance could be granted at a later time by the Board if needed.

Commissioner Holt stated her reason for asking for three years was to allow the individual(s) adequate time to obtain financing and it would allow the new owner more time get the property back up and running.

Chair Croley asked the Administrator, "As long as the person had that business there within the past 24 months, it's just saying that they could go ahead and continue to do it, or open it up or go

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forward with it, you're not denying them the right to open the business, you're just giving them a, ah, 24 month or 36 months to correct the issue."

Mr. Presnell replied, "Under the current, what we're trying to do, under the current Land Development Code it couldn't be transferred at all. You couldn't give it to a child or sell it and whatever period of time the Board chooses, it would allow for the transfer of that business and hopefully keep it open."

Commissioner Hinson stated he was in favor of three years along with Commissioner Holt and that he had talked with Mr. Presnell and asked what the pros and cons would be.

Mr. Presnell:

"The only discussion that I recall that we were having was, the longer the period was if the Code allowed for three years what if there wasn't a transfer, the possibility of the building or business sitting there, a tire store or a convenience store sitting there for period of time deteriorating because it had not been transferred and no-one was operating it, maintenance issues. That's the only con I would see with the term."

Commissioner Hinson asked what some of the pros would be.

Mr. Presnell:

"Some of the pros are, hopefully it would ah, as a matter of fact, and we had a meeting the end of last week. Country Boy's seems to keep coming up, but we have a new operator wanting to open that restaurant down at the lake right now and that's what started the discussion. In 2009 it had closed and because it was a non-conforming lot and the time limit to reopen had expired, a new business couldn't be opened there. The pros to this is any small business scattered out, whether its way out in the country or close to town, if they are in a non-conforming area and the person died or just to where they wanted to sell it, they weren't allowed to do that. It was a big issue in 2009 and the Board addressed it, but it was never followed through, the Land Development Code was never revised to address it and that's what we're trying to do now. It is to encourage business; it fits hand in hand with some more things that will be coming to this Board very soon concerning economic development."

Commissioner Hinson asked if the term changed to three years would it slow the pace or the momentum down:

Commissioner Taylor:

"I appreciate the discussion that has gone forward with regards to this. But let's stick with Country Boys. I was just there yesterday because we had an issue there and if we let it stay at two years, and I'm talking about a perfectly great restaurant, it wouldn't be able to be opened because I think it's been closed for over two years. But now, the people who are coming in there now, if we let it stay at three years, will be able to open. Then you've got another eatery, and you've seen numerous of these businesses that are in the community. Probate, financing, these things take time. All we want to do is give them a chance to open up. There is no business, no-one wants to start a business that wants to go to three years, they would rather get it open as soon as possible, because then and only then do they begin to make revenue from it. If we give them ample time to get it, is where we should be focusing. We need to have another brand for this Gadsden County. We're here for **YOUR** business and we are giving you as much latitude as possible to come in here."


You don't have a business, we've got one that's sitting here that is still where you can get it open and running, you've got three years to do so. Try to do it sooner so obviously you can begin generating revenue, but come in."

Chair Croley asked if there were any harm in using thirty-six months rather than the original two years.

Mr. Matheny said he didn't see it as harm, but rather as a benefit because of the economy.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE OPTION 1 APPROVAL BY ORDINANCE OF A TEXT AMENDMENT TO SUBSECTION 5003.B(5) OF THE LAND DEVELOPMENT CODE CONSISTENT WITH POLICY 1.5.1 OF THE FUTURE LAND USE ELEMENT OF THE GADSDEN COUNTY COMPREHENSIVE PLAN REMOVING THE FOLLOWING SENTENCE, "NON-CONFORMING NON-RESIDENTIAL USES SHALL NOT BE GRANDFATHERED BEYOND THE TERM ON THE EXISTING OWNERSHIP." APPROVE A TEXT AMENDMENT TO SUBSECTION 5003.B(6) EXTENDING THE TIME BEFORE A NON-RESIDENTIAL USE IS DETERMINED DISCONTINUED TO THREE (3) YEARS.

11. Second Public Hearing-Ordinance to Amend Subsection 2101 of the Gadsden County Land Development Code (LDC) Clarifying Facilities Permitted as Accessory Uses

 Mr. Presnell introduced the above item and stated this pertained to outbuildings, restroom facilities, fish cleaning tables, etc. and it would help in cleaning up the codes to help avoid problems individuals had run into with wanting to build barns, boatsheds, etc. and would be in violation because they wanted to put in a toilet.


Mr. Matheny stated it was a good idea to provide this relief and then there would be no ambiguity in whether they had a residential unit or just an accessory unit with a bathroom and sink where it could be used for a variety of uses but would not be used as a living unit and he added if it were discovered that they were living in the unit, they would have to stop or they would be subjected to code enforcement.

Chair Croley called for public comment and there was none.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE OPTION 1 APPROVAL BY ORDINANCE FOR A TEXT AMENDMENT CHANGING SUBSECTION 2401 OF THE GADSDEN COUNTY LAND DEVELOPMENT CODE TO CLARIFY THAT BATHROOM FACILITIES ARE PERMITTED IN APPROVED ACCESSORY USES OR STRUCTURES WITH THE EXCEPTION OF ACCESSORY USES OR STRUCTURES LOCATED IN A RURAL RESIDENTIAL LAND USE CATEGORY AND LOCATED ON A PARCEL SIZED ONE ACRE OR LESS.

GENERAL BUSINESS

12. Reappointment of Members to the County Tourist Development Council

 Mr. Presnell introduced this item and stated it was for re-appointment of three members to

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the Tourist Development Council (TDC). The three members up for re-appointment were:

- Elmon Lee Garner, Chattahoochee RV Resort, Tourism Industry,
- Jeff Dubree, Whippoorwill Sportsman's Lodge, Collector of Tax, and
- Patricia Vice, West Gadsden Historical Society, Tourism Industry.

He then announced that Ms. Alca Patel, who represented the Hotel Industry, had submitted her resignation and Mr. Presnell stated he thought it would be appropriate to proceed on the agendaed item tonight and then bring the matter back before the Board at the next meeting for the appointment to fill the resigned position, which would need to be someone in the hotel industry.

LEE GARNER, Chair, TDC, appeared before the Board and pointed out that he thought he had been re-appointed last year and he apparently had not been and asked to let the record show if the Board chose to re-appoint him it would be retroactive to 2011.

There was discussion by the Board

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD HAD DISCUSSION BEFORE THE VOTE WAS TAKEN.


There was further discussion by the Board. For more information concerning Board discussion, please go to the Clerk's website at www.gadsdenclerk.com to view the audio/video recording.

THE BOARD THEN VOTED 4-1 BY VOICE VOTE TO APPROVE OPTION 1, WHICH WAS TO RE-APPOINT LEE GARNER (RETROACTIVE TO 2011), WHOSE TERM WILL END DECEMBER 31, 2014; RE-APPOINT JEFF DUBREE WHOSE TERM WILL END DECEMBER 21, 2013 AND PATRICIA VICE, WHOSE TERM WILL END DECEMBER 31, 2013. COMMISSIONER HOLT OPPOSED.

COUNTY ADMINISTRATOR

13. Update on Board Requests

Tax Assessment Rolls for Quail Roost Drive and Ames-Barineau Road

 Mr. Presnell stated that Government Services were getting very close to having the Non Ad Valorem tax rolls complete for the board's directions.

Brownsfields Grant

Mr. Presnell reported that the initial assessment on the Quincy Middle School had been completed and it revealed that there were a number of issues identified as contamination on the gym and auditorium and they were recommending demolition. He went on to say there is a new grant available for the clean-up. He said the County stood a good chance at getting it to demolish the buildings and replace them with a park. He stated he would be meeting with the School Superintendent to make sure he was on board, but the grant application would have to be made by the County. He assured the board that there would be nothing "out of pocket" for the County and it would be a great project.

Joint Meeting with City Commissioners

He then commented they were getting closer to putting together a joint county/city commissions meeting and there was a lot of desire pertaining to economic development.

Commissioner Morgan asked if the BOCC retreat had been rescheduled. (Date to be determined later.)

County Attorney

14. Update on Various Legal Issues



Mr. Weiss said he had nothing to report.
Policy and Procedures Progress

Commissioner Taylor stated Mrs. Minnis was given direction to revise some language regarding when an item could or could not be placed on the agenda. She asked when they could expect that to be on an agenda.

Mr. Weiss stated she had briefly spoken to him about it, but that he could not say as to when she would have the information for the Commissioners.

Commissioner Taylor also asked for a break-down of the county attorney bill.

Commissioner Holt stated that Ms. Minnis was asked to look into all of the policies and procedures, not just the placement of items on the agenda and that it should not take that much time to research.

Commissioner Hinson tried to address changing the deadline for submitting agenda items to the county administrator, but Chair Croley suggested that they address that issue later in the meeting since they were in the midst of discussing legal items.

DISCUSSION ITEMS BY COMMISSIONERS

15.

Commissioner Morgan, District 3 - District 3 Concerns

Commissioner Morgan stated he had nothing to report.

Commissioner Holt, District 4 - County Concerns



Commissioner Holt apologized for missing the workshop, but she made a commitment to get with the Administrator to get the highlights from it.

Enterprise Zone


She touched on the advantages and incentives that are available to businesses that locate in the Enterprise Zones. She urged the other commissioners to become familiar with what they are and

to promote those incentives with potential businesses in their districts.

Asphalt Millings

She reminded the commissioners of the county's need for asphalt millings for repairing pot-holes and residential roads. She understood that they were not as available as in the past because of misuse by some counties. However, she urged the staff to continue to work with DOT and stress to them how important it is to Gadsden County.

Commissioner Taylor, District 5 – No Items

 Commissioner Taylor asked staff to look into various grants, including CDBG, which might be available for building or renovating parks.

Citizens Bill of Rights

She asked the board to revisit the Citizens' Bill of Rights and the impact it has had on economic development thus far.

Contracts and Procurement Policies

She added that she would put in a motion to have all procurement bills, mainly legal, engineering and auditors along with all other major bills, be brought up for bid to assure that the County would get the best competitive price.

Chair Croley asked for clarification in what Commissioner Taylor was asking for.

Commissioner Taylor:

"Let me make it perfectly clear for you. I'm asking that all of the contracts that we now have with various entities, that prior to our fiscal year 2013-2014, we bid those services. That we go back out for bid and have this new Board select these providers. That is what I would like to see."

Chair Croley started to speak.

Commissioner Taylor:

"Now, now, I'm still (inaudible). I so understand and appreciate that the contracts are staggered and that the maturity of them will come at different times of the year. So, taking a legal position, a legal question I have now, is, can we entertain procurement in the month of April or May? Can we do it with all contracts regardless of the maturity dates on them? That's the question."

Mr. Weiss:

"Well, I can, if the question is directed at me I can't speak to all contracts. I think that the majority of the contracts are, probably have a 30 day notice period where either party can terminate with 30 days' notice."

Commissioner Taylor:

"So, that's what I want to do, again, only purpose is that we go out for a competitive bid, make sure the service will not be compromised, but that we get the best for our dollars."

Mr. Weiss:

"Let me clarify...that will be on a contract by contract basis."

Chair Croley asked Mr. Presnell about the procurement policies and what he was trying to understand was there was a list of contracts, there are different procurement policies that cover those contracts and asked if they were being followed in the manner that she was suggesting by bidding the different items that were required to be bid and following the policies.

Mr.: Presnell:

"Yes, unless I misunderstood her, she mentioned three specifically and then she said 'any other' and I'm assuming she meant sizable. I don't think you're talking about pest control. But she wanted all bids and she specifically wanted legal, engineering and the auditors. She wanted bids put out for those services with the understanding that they would be, unless they had an out for a transition, we would honor those to the end of them. But I'm pretty sure all of our professional contracts have a notice on either side."

Commissioner Taylor said she was asking that this matter be placed on the agenda for further discussion.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO HAVE PROCUREMENT CONTRACTS AND POLICIES PLACED ON THE AGENDA FOR FURTHER DISCUSSION.

Landlord Tenant Issues

Commissioner Taylor then asked that they look into the landlord-tenant law in the County.


After some discussion, it was determined that the county had no influence in those matters and they are regulated by state and federal government. Furthermore, the fees are set at the state level as well.

Family Exemptions

She asked about the Family Exemption regarding family property be revisited.

Commissioner Hinson, Vice Chairman, District 1 – County Concerns

Redistricting of Voting Districts

 He stated for the record, "My community loves me and I would never hurt their feelings and tell them that I had to abandon them and let someone else take care of them."


Cut-off Time for Submitting Agenda Items to the Administrator

He said that it had come to his attention that the administrator has only a half day to construct an agenda under the current policy for getting the agenda prepared. He acknowledged that the

administrator does not have adequate time to construct the agenda orderly. He asked the board to consider revising the policy to allow for more time.

UPON MOTION BY COMMISSIONER HINSON AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 TO HAVE THE AGENDA DEADLINE PLACED ON THE AGENDA FOR FURTHER DISCUSSION TO CHANGE THE DEADLINE TIME TO SEVEN DAYS.

Commissioner Croley, Chairman, District 2 – Report and Discussion on Public Issues and Concerns Pertaining to Commission District 2 and Gadsden County

 Commissioner Croley passed the gavel to Commissioner Hinson and stated he had some issues that he would like to speak on that had to do with the Rules of Procedure. He stated, "The issue that has to do with these Rules of Procedure, I want to remind everyone of you that in the beginning I told you I was going to follow those straight down the line. Now, the reason being is, I'm trying to be fair to everybody and if you follow the Rules of Procedure, we will not go wrong. Now, the Rules of Procedure are County Ordinances, they're the law, and the law says what we must do up here and how we must do it. That's the law. I didn't make it up. Were things done right in the past? No. Commissioner Taylor, when I sat over there I would come in here and there would be in the beginning back when we had a different attorney and a different administrator, and there would be three and four things added to the agenda and the decision was simply made if you didn't like it, three votes were what was done and those items were added without any consideration as to what you have referenced Commissioner Hinson. It was wrong. Commissioner Lamb and I had things just thrown in front of us, it's well documented, I see the Rowans are sitting back there. They certainly remember those days as well and I'm not trying to bring them into this but I do know they were witness to what was going on. Now, here's the situation. We have Florida Statutes related to the Sunshine Law, Florida Statute 286.011 'The meetings are open to the public'. The reason you publish the agenda and there is an Attorney General's opinion to back those up. It's to give the people the opportunity to know what's going on. So if they are interested in the item, they know to be able to come to the meeting. If you don't advertise the agenda, they don't know and there is plenty of legal reason out there that they shouldn't have to sit in this meeting through all of this duration here just to know that is going on in their county government. That's why we publish the agenda. Now, I will say, and I think Administrator Presnell and I have met on this. Yes, we had a miscommunication and that communication was a little bit, it's something that we have resolved and I don't think we're going to have any problem about that in the future, we're fine. So, there's no issue between Mr. Presnell and I as far as the agenda is concerned or anything else that I'm aware of and I won't put words in your mouth but that's exactly my position. (Mr. Presnell nods.) OK, now, here's the thing. We are following the order of business trying to make sure everybody gets treated fair. When you've asked to have things on the agenda, I think you've pretty much gotten unanimous support. But here's the problem. When you come in here and item, section 245 Order of Business, Item J says Placing Items on the Agenda with the consent of the commission as a whole meaning we all have to agree that the matter be placed on the agenda and that we are able to take that issue up, that's the right thing, Because it's a protection. Because one time you may not be in the majority, Commissioner Taylor and you might not want that item being placed on the agenda without you having a chance to read it, as Commissioner Hinson said. That's unfair to you as a Commissioner. Now I'm not suggesting that Mr. Presnell intended to do anything when he put the grant matter on, but it didn't hold us up. It's on the Consent Agenda. It didn't even require any discussion, but we had a chance to read it. And the other problem is, if I had signed that grant application or acceptance and it had not been

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properly advertised and someone challenged it, it could put the grant in jeopardy. So I had very good reasons for not wanting to go forward and accept that grant application in the manner, ah, in the acceptance in the way it was done, now, with it being sent out on the afternoon before the meeting. Now, I'm going to come back and say that the item of placing items on the agenda, this section in the County Ordinance is exactly the same ordinances that they have in Leon County. It's the same process that is used in the other counties. You are talking about changing a process when you say 'We're going to do it by simple majority vote'. You are going to be going against what has already been established and when you listen to what the Attorney General has written, this office, meaning the Florida Attorney General, would strongly recommend that the Commission postpone formal action on any controversial matters coming before the Board at a meeting where the public has not been given notice that such an issue will be discussed, signed by Charlie Crist, November 3, 2003. That was re-affirmed by Attorney General Pam Bondi's Office by Assistant Attorney General Joycelyn Wilson. What I'm saying to you is, the solution may be to change the ten day notice because I remind you, I don't have any leeway about that. It says 'all support information for the agenda items **WILL** be made available no later than ten business days before the regular meeting. It doesn't say may; it says **SHALL** and shall means we've got to do it. Now, if, as you say Commissioner Hinson, when that comes up and it can be shortened in the number of days, great. We can consider that, if you've got time to advertise it in the newspapers. But somebody put those ten days in there, I didn't. Somebody put this other section in there. I didn't. But I am going to follow it, as long as they are here. Now, you are going to set yourself up for running afoul of the Sunshine Laws and you are going to have legal action come about if you start changing these ordinances because they all are going to require public hearings and you are going to have to advertise them and the public is going to have to be given the right to come and comment about them. All I'm saying to you is, if it isn't broke, don't fix it. Because I don't think we're going to have a problem in the future. You've still got a right, an opportunity if an emergency comes up and I think we all have common sense enough to know when it's a bona fide emergency to take action here and it's going to be a unanimous consent to act on it. But I'm agreeing with Commissioner Hinson to come in here and have, and give up a stack of papers and expect it to be read before the meeting just does not make sense. So, as a part of that prevailing majority, and I did vote to put the item on the agenda to save us the legal expense with the attorney, I'm going to motion that we leave this section of the Code alone and not pay the money to the attorney to have that portion reviewed. I would certainly support the looking at the number of days, but I'm going to motion that the item of placing Section 2-45(J) be removed from that legal work. That's my motion and I hope I have the benefit of a second.

Commissioner Morgan:

"Mr. Chair, I understand your passion. I agree with the intent completely and I am going to second it. Sometimes your tone can come across the wrong way."

Commissioner Croley:

"I apologize."

Commissioner Morgan:

"But I do support you 100% on the message that you are trying to convey because you are exactly right and I do second it."

Commissioner Taylor:

"Let me say this because you directed a couple of comments toward me. WE write the ordinances."

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They are our laws. WE can amend them at any given time. It's a problem now when there is a super majority meeting, there's a problem especially, especially with the make-up of this Board. Especially with the make-up of this Board, because it is hard-felt for us to find common ground on some of the simplest things. It is a \$35,000 grant that we were being offered so that we can enhance economic development and you didn't want to put it on the agenda. It was a \$35,000 grant that they were going to give us to come in here and do a study so that we could get the jobs, get the business, be competitive and you didn't want to see it go on the agenda. I could appreciate it where you don't have it in time enough, and you should. But this is what he (the Administrator) said when he put it out in front of us 'You've seen this, we've had the discussion, we've talked about it, you know the content of it, I now have it for you in writing.' That's what he said. This isn't anything new to you. It scares me when we can't progress, needing a super majority (vote). Folks out there depending on us to get jobs in here. It just frightens me, which is why the language should be there. The law, our ordinance, we write them. We can amend them. We're going through it right now with these, with these land changes. These are laws that were on the book that we are now amending and changing because it no longer fits. It's just that we, someone said to me this one statement in the last week, 'Only concern I have about your Board is that y'all are going in 5 different directions' and I defend this Board because I'm part of it. No, there are more unanimous votes on items than there are not. So we do have our lines where we agree. It just concerns me, Commissioner. And as I have said to you earlier, it's nothing personal when you do something like that, when you take a \$35,000 grant and exercise that right, what else is coming? What else would you stop at? I agree, we shouldn't be entertaining anything right away, but the man initially said 'You know what this is about, we've been discussing it' and we had. So why not exercise the right and let's put it on the agenda and move forward. We've done it time and time again around this Board the last 4 years that I have been here, where we've added items that we had just got. We didn't want to, but we did it. We did it. So it just concerns me when it happens over an issue as small as this, what's next? What would you stop next? This is why the language needs to be in there. 90% of our government is ruled by a majority where three moves an item. It doesn't cause the law to come in. I get so tired of people talking about the sky is falling and we want to change something. That's unfair. That is just unfair. If you don't want to change it, fine, don't vote to change it. But we need to explore it. We need to do that. The only reason why is because the majority is what we use to rule our government, not a super majority."

Commissioner Holt:

"Mr. Chairman..."

Commissioner Morgan:

"That would be Mr. Commissioner Hinson."

Commissioner Holt:

"I do appreciate the opportunity. With the exception to you Mr. Chairman, I can say some things that have happened over, through this Board that would be amazing to you when it comes to the agenda. I could rattle some closets and I am sure some bones would fall out because of some things they put on the agenda before without approval of this Board. I mean NO approval of this Board. And as I told Commissioner Croley and Commissioner Lamb back in '07 when I was Chairman and they said I wouldn't let them in a meeting put things on the agenda, I said you could put anything on the agenda that you want, that's up to you. See, I know that for years we didn't have a vote of three people to put items on the agenda. Whoever controls puts items on the agenda. You had to get with one of those three in order to get your items on the agenda. There

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was no vote in this Commission chamber; they just decided what they wanted on the agenda. What I want to say is this, no one person or a group of people should control without the other members having a say-so. Now, I must say this, you, the reason the federal government is deadlocked is because they are trying to go a super majority. They are filibustering and stopping things that some things should go through. You only need a simple majority to do almost anything. The founding fathers of this country, who are not my fathers by the way and some of them may be Robert, I'm not sure, but what they did was they said a simple majority. So the founding fathers of this country said a simple majority. Why are we trying to make it so difficult to get laws passed, to get things passed? We stagnate the whole process of economic development because no-one wants to come before this Board. You have to jump through all those hoops to try to get a business sin here. They can go to Jackson, Madison, anywhere else. So, what we need to do is go back and look at the total process, the policy and procedures themselves and see what we need to do and that's my comment. Thank you Sir."

Chair Hinson:

"Well, I heard the motion, ah; can I give my little 2 cents as well? What this motion is saying, it's going on the next agenda right?"

Commissioner Croley:

"No, what I'm saying to you is, I'm saying that the motion about the number of days stays. I'm saying that this business of changing these laws, we don't need to be spending the money to have an attorney go through this, it's already been identified by the Attorney General, they are saying right here that you should not be adding things to the agenda in this matter. If you are going back to doing the 3 votes, today maybe someone's in a majority, tomorrow they might not be. But that's my motion, to take that item off the legal work that's being done and save that money."

Commissioner Holt:

"Mr. Chairman, may I make one other comment? First of all, several opinions of the Attorney General have been incorrect and have been over-ruled by the Supreme Court. So that's no standard to look at. The other thing is there are certain things that the attorney is supposed to do within the contract and every time the attorney picks up a pen or does some research, we should not be required to pay them because we are now going back, as Commissioner Taylor said, and look at their contract. So we don't know for sure whether they should get paid for this or not."

Chair Hinson:

"Well, I tell you what. I'm stuck between a rock and a hard place because for the last 8 years I always said that we should have at least 7 days before we get the agenda. So I understand that some things may be an emergency, or may be sensitive that you must pass. At the same time, you don't want to abuse the law and every, every, every, every ah, you know, every other meeting somebody is coming up, now all of a sudden, every meeting, you have someone that looks at their packet coming up and says 'We need you to vote on this again'. I think it's unfair to the people; unfair to the Board, unfair to everybody. So, hum, interesting, this is an interesting situation."

Commissioner Taylor:

"Commissioner, could I say one more thing? And I can appreciate the position that you are in, but what you said earlier, very earlier in this meeting, is where you and I line up at. That we care about the people and more so, we want to make sure that our time up here is productive. Because they call on you just as much as they call on me with jobs. They call on you. There are

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going to be times when you are going to have to entertain issues and you want to get things through. He's (pointing to Mr. Presnell) not going to bring anything up because he sees how it gridlocks the Board and over the four years that I've been here, it hasn't been a regular thing but it has occurred, with our Sheriff's Department, with the grant, it occurs, and you've got to be able to move on because the grants are used to fund the Sheriff's budget. You've got to move on them. You know about deadlines and grants. They have to be in or you won't even be considered. So, all I'm saying is, this doesn't gridlock us anymore, we can move agendas on. I know you are in a sensitive situation. But you want to see this county progress."

Chair Hinson:

"Right, it's just my belief; it's just something I believe in. What about this here? I tell you what; we've got a motion on the floor. But if I had to, because we're talking about something paramount, this is a paramount moment that I believe, personally, that every agenda should be (inaudible) to that appropriate time. But I understand the flexibility, every blue moon, there just needs to be, something may come up, may come up, like you said, something...So I think we need to, I agree with your motion 100% but I wish, I think we need to tell the motion just in case something like you said catastrophic or, or, something that deals with general revenue or something like that, we don't need to be entertaining that the day of the meeting, I don't think so, because that's money taken out of the budget right then and there. Ah, because I can't say no because this is something I really and truly believe in. At the same time too, I understand too, sometimes you are going to have to push, every once in a while you are going to have to push something forward. So we've got to..."

Commissioner Croley:

"May I make a comment? Commissioner, you have that authority. It says 'with consent of the Commission as a whole'. We have that authority. The issue had nothing to do with the grant application. It was the acceptance of the grant."

Chair Hinson:

"I'm not talking about the grant."

Commissioner Croley:

"No, I know and we shouldn't be. This is the issue. The consent of the Commission as a whole is in the law already. That's not a problem."

Chair Hinson:

"The consent of the whole is the super majority vote, right?"

Commissioner Holt:

"Yes, yes."

Commissioner Croley:

"No, it just means that we all agree that this item needs to be added to the agenda and we are satisfied that we've got the information."

Commissioner Taylor:

"(Holding her hand up) Five, not four, five. That's the problem."

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Chair Hinson:

"Well, what's the attorney had to say about this? Well, what's the consensus of the Commission?"

Commissioner Morgan:

"Point of Order, Mr. Chair. I really, really do respect everybody wanting to discuss this fully. I'm going to have to interject and ask, with your permission, ask the attorney, I think we are getting way too deep into the weeds here. We are on commissioner comments, there is a motion and a second on the floor, we need to call for the vote. Very respectfully I say that. Thank you."

Chair Hinson:

"See, the reason why I, personally, it's just like, we're talking about the big issue. This is a controversial issue right here. You all expect me to vote on this controversial issue right now to change the laws, I mean to do something. Something like this right here I would like to see the pros and the cons prior to..."

Commissioner Taylor:

"And that's exactly what we did; we have it in the agenda for discussion. That's all we've got right now is for discussion."

Chair Hinson:

"I like to see the pros and the cons first before I say yes because this may be, this may be a serious issue here that may affect the whole county. Or if I said no, at the same time, I have affected the whole county by saying no as well. I want to hold things along, want to hold things around; I think that it would be..."

Commissioner Holt:

"Mr. Chairman, excuse me. May I make one comment? All that is coming before us is for discussion so that when they come back, when the Manager brings it back, he'll bring everything for it. So you will get to see everything that goes along with that agenda item. But now, remember this, Mr. Chairman, we're talking about putting something on the agenda and you see the gridlock right now. So, you see..."

Commissioner Taylor:

"He's going in the right direct, let's just bring it..."

Commissioner Holt:

"Put it on the agenda, just bring it back and that's all we're doing. We just discuss it, vote it up or down and keep going."

Chair Hinson:

"The only reason why, it's going to be kind of hard for me to vote for it even when it comes back on, I've got to look and do the research, but at the same time, if I vote yes for it right now, that's saying, I guess what you are trying to stop, is making decisions, impulse decisions that really is going to affect the entire county, what I'm really looking at. So, ah, with that said, we can go ahead and vote on it. I kind of hate to vote on it because I really want to say yes because this is what I truly and truly believe in. At the same time, I would like to at least look into the pros and cons and see exactly where we stand and then, then, once we see where we stand, then I can say, 'OK, this is the reason why I voted yes'. That's the small reason why."

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Commissioner Croley:

"Are you going to call the vote? Because, again, I'm stating that we need to leave, take this item off the agenda and not pay the money for the attorney to go through it because it's already here. You don't need to do anything. Changing the days, yeah, but, we don't need to change the Rules of Procedure. They are fair. Call the vote."

Commissioner Morgan:

"Call the vote."

Chair Hinson:

"I tell you, does anybody have anything to say? Let's call the vote. OK, all in favor..."

Commissioner Croley and Commissioner Morgan said "Aye".

Commissioner Morgan (to Chair Hinson):

"All opposed"

Chair Hinson:

"All opposed?"

Commissioner Holt, Commissioner Taylor and Chair Hinson opposed.

Chair Hinson:

"So, OK, is that it?"

Commissioner Croley:

"Are you going to announce the vote?"

Chair Hinson:

"OK, the vote is, it died, we have a 3-2 vote that a motion failed."

UPON MOTION BY COMMISSIONER CROLEY AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 3-2 BY VOICE VOTE TO HAVE SECTION 2-45(J) REMOVED FROM THE BOARD'S RULES OF PROCEDURE. COMMISSIONER HINSON, COMMISSIONER HOLT AND COMMISSIONER TAYLOR OPPOSED. MOTION FAILED.

Commissioner Croley:

"Well, wait a minute. I'm still not done. There's another thing. This business of, the issue of, you can let me have the gavel back now."

Chair Hinson:

"No. I'm not giving it back (laughing)."

Commissioner Morgan stepped out at this juncture of the meeting.

Commissioner Croley:

"The final thing is on the re-districting. The law requires that we take some action on that in the

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off years after the census whether we keep things the same or whether we change it, it's got to be done. That's how come it's on the agenda to be looked at. Now, and it's going to take a consultant to do it. Now, so, that's my comment about it. To give the Administrator any other direction is incorrect because he's got, we've got to go forward and us to look at this and I believe that Deborah Minnis is reviewing it now."

David Weiss:

"Yes, I think that's correct."

Commissioner Holt started to speak and Chair Croley interjected.

Commissioner Croley:

"No, I didn't make any motion, it's still my time. Alright, I'm going to end by saying that that's it and now you can call for adjournment."

Chair Hinson:

"Now, for the record, Mr. Croley, if the law says something, I will follow along."

Commissioner Croley:

"It does say that."

Commissioner Taylor:

"Well you still have the gavel."

Chair Hinson:

"I do have the gavel."

Commissioner Taylor:

"Well, you can listen to Commissioner Holt."

Commissioner Holt:

"I need, I'll make one comment on that."

Commissioner Morgan returned at this juncture of the meeting.

"In this process, the manager or the attorney may look at it, but I'm not in favor of hiring anyone to look at that unless its economic development. They want to hire someone to bring in some jobs. But just to move district lines, I'm not in favor of it. The numbers have to compute, the data has to be there. Thank you Mr. Chairman."

Chair Hinson:

"I make the motion to adjourn now, right?"

RECEIPT AND FILE

16.

- a. For the Record: Economic Development Report, February 2013 – Gadsden County Chamber of Commerce

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- b. For the Record: Letter from the Town of Havana Regarding its Community Redevelopment Agency Annual Report
- c. For the Record: Letter from Department of Economic Opportunity Regarding Florida Community Development Block Grant Program, Disaster Recovery Initiative Contract and Gadsden County On-Site Monitoring Report

MARCH MEETING(S)

- March 5, 2013, Regular Meeting, 6:00 p.m.
- March 19, 2013, Regular Meeting, 6:00 p.m.

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 7:45 p.m.

GADSDEN COUNTY, FLORIDA

DOUGLAS M. CROLEY, CHAIR
Board of County Commissioners

ATTEST:

MARCELLA BLOCKER, Deputy Clerk for
NICHOLAS THOMAS, CLERK

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 1, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Request Approval of Collective Bargaining Agreement between
IBEW Local 2152 and Gadsden County Board of County
Commissioners

Statement of Issue:

This agenda item seeks Board approval of the Collective Bargaining Agreement between the International Brotherhood of Electrical Workers (IBEW) Local 2152 and the Gadsden County Board of County Commissioners.

Background:

In May 1992, the Public Employees Relation Commission certified the International Brotherhood of Electrical Workers (IBEW) as the exclusive bargaining agent for the bargaining unit at the Gadsden County Public Works Department. Since that time several contracts have been negotiated and renewed. The IBEW Local 2152 remains the exclusive bargaining agent for the non-supervisory employees at the Public Works Department.

Analysis:

Over the past couple of years, the Union has experienced a number of personnel changes. Up until recently, the County has had very little success trying to get an updated union contract. The contract that both parties are operating under actually expired in September 2005. The new President and International Representative for Local 2152 requested to update the old contract. As a result, County staff has been in recent negotiations with the Union to update the current contract.

Staff has attached the renegotiated contract as (attachment 1) to this agenda request. We are requesting Board approval of the renegotiated three year contract. If the Board approves the contract, the contract will then be taken to the union membership for approval.

Fiscal Impact:

The Union negotiated an \$80 annual boot allowance for the bargaining unit employees. These funds will be included in the Public Works Budget.

Options:

1. Approve the Collective Bargaining Agreement between IBEW Local 2152 and Gadsden County Board of County Commissioners and authorize the Chairperson to sign the agreement.
2. Do not approve the agreement.
3. Board Direction.

County Administrator's Recommendation:

Option 1:

Attachment:

1. Bargaining Unit Agreement (10-1-12 thru 9-30-15)

AGREEMENT BETWEEN

GADSDEN COUNTY, FLORIDA

AND

LOCAL UNION 2152, OF THE

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS, AFL-CIO

10-01-2012 through 9-30-2015

Article 1

PREAMBLE TO AGREEMENT

- 1.1 This Agreement entered into this , 2012 by and among the Gadsden County Board of County Commissioners, Quincy, Florida, hereinafter referred to collectively as the County, and Local Union 2152 of International Brotherhood of Electrical workers, AFL-CIO hereinafter referred to as "Union". It is understood that the employees of Gadsden County are engaged in furnishing essential public services which vitally affect the health, safety and comfort, and general well being of the public and both parties hereto recognize the need of continuous and reliable service to the public.
- 1.2 The intent and purpose of the Agreement is to set forth herein the full agreement between the parties concerning the collective bargaining relations, prompt and equitable disposition of grievances, rates of pay, hours of work and other working conditions. There shall be no individual arrangement contrary to the terms herein provided.
- 1.3 To these ends, the Employer and the Union encourage, to the fullest degree, the best possible efficiency and cooperative relations between their respective representatives at all levels and among all employees.

Article 2

RECOGNITION

- 2.1 Gadsden County hereby recognizes, during the term of this Agreement, the Union as the exclusive representative for purposes of collective bargaining for its employees in the bargaining unit generally described in the Public Employees Relations Commission Certifications Case No. RC 90-073 of January 17, 1991.

Article 3

MANAGEMENT RIGHTS

- 3.1 The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers of authority which the employer has not delegated, or modified by this Agreement.
- 3.2 The Union recognizes the sole and exclusive rights, powers and authority of the County further include but are not limited to the following:
1. To determine the organization of County Government.
 - B. To determine the purpose of each of its constituent agencies.
 2. To exercise control and discretion over the organization and efficiency of operations of the County.
 3. To set standards for services to be offered to the public.
 4. To manage and direct the employees of the County.
 5. To hire, classify, promote, train, schedule and retain employees in positions with the County, for just cause.
 6. To suspend, demote, discharge, transfer, assign, or take disciplinary action against employees for just cause.
 7. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
 8. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work not causing loss of jobs of employees.
 9. To determine the number of employees to be employed by the County.
 10. To establish, change, or modify the number, types, and

grades of positions or employees assigned to an organization, unit, department or project when such action is not in conflict with the Labor Agreement.

11. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
12. To establish, implement, and maintain an effective Internal Security Practice.

3.3 The County, subject to state law, has the sole authority to determine the purpose and mission of the County and the amount and allocation of the budget.

It is agreed to and understood by both parties that the Grievance Procedures as adopted in this contract will be used for the resolution of any Grievance that may arise due to any alleged violation or interpretation of.

Article 4

STRIKE PROHIBITION

- 4.1 The Union agrees that all bargaining unit members, during the life of this Agreement, will comply with the strike prohibition in Florida Statutes and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance, to the fullest extent possible, with this Article and the law, including their responsibility to abide by the provisions of the Article and the law by remaining at work during any interruption which may be initiated by others and upon the request of Gadsden County, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.
- 4.2 The County hereby agrees that it will not lock out the employees during the term of this Agreement.
- 4.3 Any and all employees who violate any provision of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the County and any action by the County shall be grievable under the provisions of Article (Grievance Procedure) to determine if violation, in fact occurred.

Article 5

NON-DISCRIMINATION

- 5.1 There shall be no discrimination against any employee namely by reason of race, national origin, religion, color, creed, sex, disability, citizenship, age, union membership or non-membership or for protected activities of designated employee representatives of the Union. Gadsden County and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, wages, hours of work, and other forms or conditions of employment.
- 5.2 The County and the Union will continue to comply with all laws preventing employment discrimination against qualified disabled individuals, disabled veterans, veterans of the Vietnam era, and veterans of other authorized military engagements.
- 5.3 The Union agrees to support an Affirmative Action, Promotional or Training Program required of the County.

Article 6

SENIORITY

- 6.1 Seniority shall mean length of service from last employment date and shall be established on a departmental basis. In the event the County employs a group of applicants at the same time, seniority shall be by alphabetical sequences of last names, if last name is identical, seniority shall be by first name.
- 6.2 In all cases of promotion, the County shall give due consideration to seniority, the individual qualification of the employee to perform the work in question, and the efficient operation of the County.
- 6.3 In order to fill a vacancy or new job classification in the bargaining unit, the County will comply with the established rules and regulations and will post said job for a minimum of seven (7) working days. If no employee bids on the said job during the seven (7) work days, the County may select any person it desires to fill the position. Whereas between two or more bidders for a job, if the qualifications meets the requirements of the job description of the available position and are determined to be equal and that seniority shall govern which employee shall be awarded the job. The County shall post a notice of who is awarded bid jobs for a minimum of seven (7) working days. The notice shall be posted immediately after the decision has been made as to whom the job will be awarded.
- 6.4 A layoff is a termination of employment of indefinite length. A reduction in force is a permanent termination of employment. All terminations or layoffs or recall from layoffs will follow departmental seniority.
- 6.5 Any employee who has acquired seniority and has been or is hereafter transferred to a job outside the bargaining unit shall retain departmental seniority and accumulate seniority while so employed for six (6) months.

Loss of Seniority

- 6.6 Seniority of an employee shall be completely lost if any of the following things occur:

(a) Voluntary resignation;

- (b) Discharge for just cause;
- (c) Layoff for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) failure to return to work within seven (7) calendar days from date of mailing a notice of rehire by certified mail, return receipt requested, to the last known address on the county records, unless prior to the expiration of such time, employee shall have been given the right to report for work at a later date because of sickness or other causes beyond his control. It will be the responsibility of the employee to keep the County advised of any change in address;
- (f) absent from work for more than three (3) consecutive days without advising his supervisor, except in circumstances where notice cannot be physically communicated by the employee.

Seniority List

- 6.7 The County shall prepare a length of service list showing names of all employees and dates of last hire in the first ten (10) days of November. This list shall be placed on prominent bulletin boards for a period of thirty (30) days, and a copy of said list provided to the Business Manager of the Union, during which period of time it shall be the obligation of each employee and the Union to notify the County in writing of any errors on such list, and the County shall have five (5) days in which to correct said errors. Said list shall thereafter be considered final, and the County shall furnish a copy to the Union at least once every calendar year in the month of November or when requested by Union.

Article 7

PROBATIONARY EMPLOYEES

- 7.1 Newly hired employees shall serve an initial training period of 180 days, during which time they shall be termed trainees'.
A trainee's employee's service with the County may be terminated at any time by the County in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- 7.2 During the training period newly hired employee(s), shall be eligible for employee benefits provided for by the County and this agreement.
- 7.3 All employees that have successfully served their training period shall become regular employees.

Article 8

UNION STEWARDS AND REPRESENTATIVES

- 8.1 The number of employee Union stewards shall be kept to a reasonable number sufficient to represent the employee but not to exceed a total of three (3). A complete list of Union stewards and representatives shall be furnished to the County, and any changes shall be promptly reported in writing to the County before the stewards and/or representatives can accomplish any Union business with the County.
- 8.2 The Union agrees that the members, agents or representatives, or any persons acting on their behalf are prohibited from solicitation of employees, distributing literature, or seeking payment of any assessments, fines or penalties on behalf of the Union during working hours where the work of employees is performed.
- 8.3 An authorized Union representative, not an employee of the county, may visit County property after regular working hours, providing that such representative shall first secure permission in writing from County H R Director or designee on forms provided by the Union, and further that such visits may be terminated by the supervisor in charge or his designated representative, when, in his sole discretion he deems any such visits disruptive of operations. The County H R Director or designee shall provide to the Union, the reason for denying the Union representative the right to visit County property after working hours.

Article 9

GRIEVANCE PROCEDURE

- 9.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that the County Grievance procedure for the resolution of grievances between the parties arising from any alleged violation shall be used and any changes or revisions in the policy shall be forwarded to the Union. Time limits may be waived by mutual consent.
- 9.2 Definitions: For the purpose of this agreement, a grievance is defined as a alleged breach of an article for the Agreement that an employee who has completed the probationary period may have as to the interpretation, application, or alleged violation of some expressed provision of this Agreement.
- 9.3 Grievances may be presented during working time of the grievant upon mutual agreement between the County and the Union; provided, however, that the first step of the grievance procedure shall be taken up during working time. It is understood that no employee will leave his work for the purpose of discussing a grievance without first obtaining permission from his or her immediate supervisor. If the grievant chooses, an authorized union representative will be given reasonable opportunity to be present at any meeting called for resolution of such grievance.
- 9.4 All grievances, as outlined above, must be reduced to writing upon forms furnished by the County and must contain the following information:
- (a) Provision of the Agreement alleged to have been violated;
 - (b) A full statement of the grievance, giving facts, dates and times of events;
 - (c) Signature of grievant and/or union steward and date signed; and
 - (d) Resolution or remedy requested.
- 9.5 Grievance shall be processed in accordance with the following:

- Step 1. The grievance shall be presented in writing or orally to the grievant's immediate supervisor within five (5) working days of the occurrence of the action giving rise to the grievance or from the date the grievant reasonably should have become aware of said action. The grievant or the supervisor may request that an authorized union representative be present. The immediate supervisor shall reach a decision and communicate, in writing, to the grievant within five (5) working days from the date the grievance was presented to him and a copy submitted to the H R Department.
- Step 2. If the grievance is not settled at the first step, the grievant and/or authorized union representative within five (5) working days of the answer in the first step shall present it to the department head or his designee. The department head or designee shall investigate the alleged grievance and shall within five (5) working days of receipt of the written grievance conduct a meeting and contact the H R Department. The grievant may be accompanied at this meeting by an authorized local union representative. The department head or his designee shall notify the grievant, and authorized union representative, and H R Director, in writing, of his decision no later than five (5) working days following the meeting date.
- Step 3. If the grievance is not settled at the second step, the grievant and/or authorized representative within five (5) working days shall present the written grievance to the H R Director. The H R Director or designee shall investigate the alleged grievance and shall schedule a hearing with the County Administrator, H R Director, the grievant, Union Business Manager and the International Representative, if he can be present to assist the Union. Following the meeting, if no agreement is reached, the union is free to proceed to Step 4, mediation. The H R Director shall notify the grievant, County Administrator and authorized union representative in writing of the decision no

later than ten (10) working days subsequent to the date grievance was received.

Step 4. Before a case goes to arbitration both sides may agree to federal mediation.

Step 5. If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the union may request arbitration in writing to the office of the HR Director no later than twenty (20) working days after the response is received in Step 4 of the Grievance Procedure.

9.6 Whenever the union or grievant requests arbitration in accordance with the provisions of the parties may first attempt to choose a local arbitrator living in the state of Florida, within 300 miles of the City of Quincy. Should mutual agreement on such an arbitrator fail within fifteen (15) days following appeal to arbitration, then the parties shall jointly or individually request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators. The arbitrators will be selected from the States of Alabama, Florida, and Georgia, if possible. Arbitrators shall be selected from such panel by alternately striking names from this list (the union or employer to strike the first name) until the last name on the list is reached.

9.7 Limitations on the power of the Arbitrator are as follows:

(a) The arbitrator shall have no power to establish scales, rates for new jobs or except if he is specifically empowered by joint labor/management agreement, to change any wage.

(b) The arbitrator shall have no power to alter, amend, modify or annul any provision of this agreement.

(c) The arbitrator shall only have the power to rule on matters arising under and during the term of this agreement.

9.8 There shall be no appeal from the arbitrator's decision. It shall be binding and final on all parties, provided however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction.

- 9.9 The parties shall share equally in the total cost of arbitration. Total costs shall be defined as the arbitration fees, and expenses and the cost of the place where hearing is held, if any. However, expenses for witnesses shall be borne by the party calling them and either party may be represented by counsel.

Article 10

BULLETIN BOARD

- 10.1 The County agrees to provide sufficient bulletin boards to be placed in conspicuous places, for posting of notices and other material of interest to the Union. The Union agrees that the notices pertaining to Union matters will be confined to matters respecting Local 2152 of the International Brotherhood of Electrical Workers.

Article 11

HOURS OF WORK AND RATE OF PAY

- 11.1 The Union agrees that arranging work schedules is the normal and exclusive function of the County, and the County shall have the right to exercise such function unless specifically limited or abridged by this agreement. Normal work schedules shall be posted.
- 11.2 Employees who work other than normal work schedules whenever necessity demands additional services of an occasional nature shall be compensated in accordance with overtime provisions. Any employee who is required to work scheduled overtime shall have the opportunity to be excused from said overtime schedule. In order for an employee to request to be excused from scheduled overtime, the employee must notify his/her immediate supervisor at least one day in advance prior to the scheduled overtime. The supervisor will decide whether or not such request can be accommodated.
- 11.3 A normal work day shall consist of four (10) hour days or five eight (8) hour days and a normal work week shall consist of forty (40) hours; however, there is no guarantee on the part of the employer of a forty hour week.
- 11.4 A normal work week shall consist of 10 hours per day or 8 hours per day, forty (40) hours during the seven (7) day period Tuesday through following Monday.
- 11.5 When an employee works in a higher class and/or pay grade for more than one day, the employee will receive the rate of pay for the higher level position. The exact rate of pay will be determined by the County.
- 11.6 Any wage increase will be negotiated each year during a wage opener prior to budget adoption.

RATES OF PAY

CLASSIFICATION	MINIMUM	MAXIMUM
Maintenance Worker I	9.67	14.50
Maintenance Worker II	10.66	15.99
Heavy Equipment Operator I	12.34	18.51

Mechanic	13.60	21.09
Equipment Operator CDL	12.96	19.43
Heavy Equipment Operator II	13.60	21.09
Inmate Supervisor	12.96	19.43
Automotive Technician	13.60	21.09
Sign Technician	10.66	15.99

Amended 10-1-99, 10-1-02, 10-1-12

Article 12

ANNUAL LEAVE

METHOD OF EARNING ANNUAL LEAVE

12.1 (a) All full-time employees who are filling established positions shall earn annual leave as shown in the following table:

Continuous and Credible Service	Hours of Leave Earned Biweekly
Up to 5 years (through 60 months)	4 hours
5 to 10 years (61 months through 120 months)	5 hours
Over 10 years (over 120 months)	6 hours

(b) In applying the above table, it shall be determined that the employee has both continuous and creditable service before the higher annual leave credits are granted.

(c) Part-time employees who work a fixed percentage of the pay period shall earn annual leave credits for the hours worked during that pay period proportionate to the time worked.

(d) Employees who work less than a full pay period due to initial employment or separation during a pay period, transfer between departments, leave of absence without pay, shall earn annual leave credits for the hours worked during that pay period in accordance with the appropriate table:

Biweekly Pay Period

12.2 Number of Hours Actually Worked	0 to 5 Years	5 to 10 Years	Over 10 Years
Less than 17	0	0	0
17 through 32	1	1.250	1.500
33 through 47	2	2.500	3
48 through 63	3	3.750	4.500
65 or more	4	5	6

12.3 Emergency and Rescue Department regular employees earn annual leave just as other regular county employees.

(e) Annual leave earned during any pay period shall be credited to the employee on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll.

(f) During leaves of absences with pay, an employee shall continue to earn annual leave credits. The employee shall not earn annual leave credits during a leave of absence without pay.

(g) Each department head should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. By following this practice, employees will not normally accrue annual leave in excess of that earned each year. In unusual circumstances, however, a department head may be unable to allow an employee to use annual leave on a current basis and in such cases; an employee may accrue annual leave credits in excess of the maximum of 240 hours. However, annual leave balances in excess of 240 hours at the close of business on December 31 of each calendar year shall be transferred to sick leave on an hour-for-hour basis. If approved by the County Administrator, an employee will be allowed to carry in excess of 240 hours of annual leave under certain special conditions as described in (h).

(h) Under certain justifiable conditions and when so requested by the department head, the County Administrator may grant approval to an employee or a group of employees to earn and retain annual leave credits in excess of 240 hours for a period not to exceed one additional calendar year. The circumstances under which such approval may be granted are those involving natural disasters or other emergencies that may require a department to cancel all approved leaves of absence and to disapprove any requests for leave during an extended period of time which would prevent employees from using their accrued annual leave and cause them to lose same under conditions over which they have no control. When such emergency exists and the department head cancels all approved leaves of absence, the County Administrator shall be notified within 15 days from the date the action was taken.

12.4 USE OF EARNED ANNUAL LEAVE

(a) As indicated, annual leave should be used to provide periodic vacation; however, earned annual leave credits may be used for any other purpose when authorized by the department head.

(b) Use of annual leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the proper authority within the department.

(c) An employee who has accrued special compensatory leave credits may be required to first use such leave to the closest quarter of an hour based on the following table:

Minutes Used	Time Charged	
	Minutes	Quarter Hour
0 - 7	00	.00
8 - 22	15	.25
23 - 37	30	.50
38 - 52	45	.75
53 - 60	60	1.00

(d) Upon reasonable notice a department head may require any employee to use any part of the employee's accrued annual leave for vacation purposes at any time this deemed advisable.

12.5 TRANSFER OF EARNED ANNUAL LEAVE

An employee, who moves from one position in the County to another position in the County shall be credited with the employee's unused annual leave by the receiving department, provided there is not break in service.

12.6 UNUSED ANNUAL LEAVE PAY

(a)
The only condition under which an employee can be paid for unused leave is upon termination.

(b) An employee who separates from County employment or any reason shall be paid for all unused annual leave not exceeding 240 hours. The employee shall not be carried on the department payroll beyond the last official day of employment.

(c) No employee shall receive payment for accrued annual leave in excess of 240 hours; however, in case of death of an employee, payment for all unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or

as provided by law.

(d) Payments due employees for unused annual leave shall be made in a lump sum and computed as follows:

1. Determine the current hourly regular rate.
2. Multiply the number of unused annual leave hours (not exceeding 240 hours) times the current hourly regular rate to determine the payment which shall be made.

Article 13

SICK LEAVE

13.1 METHOD OF EARNING SICK LEAVE:

- A. Full-time trainees and regular employees filling established positions shall earn 4 hours of sick leave each bi-weekly pay period.
2. Regular part-time employees earn sick leave in accordance with the appropriate table:

Number of Hours Actually Worked	Bi-Weekly
Less than 17	0
17 through 32	1
33 through 47	2
48 through 63	3
65 or more	4

- C. No limit to the number of sick leave hours an employee may accrue.
- D. Upon separation from County employment an employee shall be compensated for one-fourth (1/4) of his/her accumulated unused sick leave. Employee must be employed by the County consecutively for three years to be eligible for payment of sick leave.

Employees suspended for disciplinary reasons are not eligible to receive payment for accumulated sick leave.

13.2 USE OF EARNED SICK LEAVE

Use of sick leave shall not be authorized prior to the time it is earned.

Sick leave may be granted for the following purposes:

- * A personal injury, illness or exposure to a contagious disease which would endanger others - not connected with work.
- * Medical, dental, optical or chiropractic examination or treatment.

- * Illness or death in the immediate family.
- * If an employee's sick leave is depleted, annual leave may be utilized to the limit of such leave.

- * Evidence of malingering or the abuse of sick leave will constitute grounds for prompt dismissal or disciplinary action by either the Department Director or the County Administrator.

- * Claiming Sick leave when physically fit shall be cause for disciplinary action.

13.3 REQUEST FOR SICK LEAVE

An employee absent due to illness shall complete a Request for Leave Form immediately upon return to work and submit to Department Director.

The employee is responsible for notifying the supervisor or Department Director of illness before time to report to work but no later than two hours after time to begin work. If Department Director is not notified it may result in loss of compensation for period of illness.

Illness shall be investigated if employee calls in sick before or after a holiday, other scheduled days off, or if in excess of three (3) days. If employee has a record of repetitious usage of short amounts of sick leave over an extended period, a medical certificate may be required.

Article 14

LEAVE OF ABSENCE

- 14.1 The provisions of this article are for the purpose of fixing the manner of maintaining uninterrupted seniority during periods of absence by employees without pay.
- 14.2 A leave of absence must be requested in writing to an employee's supervisor outlining the need for the leave and the anticipated time of return. An authorized leave of absence does not affect the seniority status of the employee with respect to vacations, insurance and other benefits based on length of service.
- 14.3 Short term of absence, less than four (4) hours, for personal business may be granted by the employee's supervisor, provided the employee makes the request the day before the absence. At the employee's option, such leaves will be treated as absences without pay or may be deducted from accrued vacation time. It will be the employee's responsibility to furnish his or her own transportation to and from the work site, if necessary. The employee will be allowed no more than three (3) such absences in a year.
- 14.4 One (1) designated employee at any one time selected and designated in writing by the Union shall be granted a leave of absence without pay for the purpose of attending conventions or conferences, not to exceed fifteen (15) days per year per employee. The Union shall provide the County with a minimum of thirty (30) days advance notice when such leave is requested.
- 14.5 The County agrees to comply with the provisions of the Family Medical Leave Act of 1993 as required by law and the County personnel rules.
- 14.6 If an employee has been on Leave Of Absence for six months the employee will be re-evaluated for fitness for duty to determine whether they are able to perform the essential functions of the position.

Article 15

COURT DUTY

- 15.1 An excused absence with pay is granted an employee who is requested to serve on jury duty or is subpoenaed by the court to appear as a witness on behalf of the County. Any compensation earned by the employee for his/her court duty, other than travel allowances, will be paid over to the County.
- 15.2 When summoned to appear for Court duty, the employee must present the "notice to appear" to his/her supervisor.
- 15.3 All court compensation received for appearances on days off may be retained by the employee.

Article 16

BEREAVEMENT LEAVE

- 16.1 An employee will be granted a bereavement leave of absence at the employee's hourly rate of the number of hours he would otherwise normally work, for the purpose of attending the funeral of the employee's next of kin according to the following schedule:
- 16.2 Three (3) days with pay for members of the immediate family. Immediate family to include father, mother, sister, brother, spouse, child, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, legal guardian, step-mother, step-father, step-child and other relative living in same household.

Article 17

MILITARY DUTY

- 17.1 Time off (not to be charged as vacation time) will be granted for short term military service. A copy of the military order shall be presented to the department supervisor.
- 17.2 Employees will be paid by the County the difference if any between the rate of pay received from the military and the regular rate of pay for a forty (40) hour week at the rate of pay that the employee was receiving on the date of going on active duty.
- 17.3 Short term as used in paragraph one shall mean a period of time not greater than seventeen (17) working days annually.
- 17.4 Under the Uniformed Services Employment and Reemployment Rights Act of 1994, better known as USERRA, an employee who is out on an eligible military leave of absence will retain their health insurance coverage for the first 31 days of uniformed service. Employees out on military leaves of absence which extend beyond the 31 days, will be eligible for continuation of group health benefits for up to 24 months.

If a former employee chooses to continue group benefits, he/she must pay the total applicable premium plus a 2 percent administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or become eligible for Medicare.

Article 18

ON THE JOB INJURY

- 18.1 Any employee covered by this agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the County shall receive all benefits required by the Workers' Compensation Laws of the State of Florida. Any employee so injured must report the accident to his/her supervisor within the normal work day of the known injury.
- 18.2 The absence for on the job injury does not affect the seniority or status of the employee with respect to vacation, insurance, and other benefits based on length of service.
- 18.3 When the injured employee is released for light duty, the County will reinstate the employee to this type of work if available. The availability of light duty work shall be determined solely at the discretion of the County. The County will consider each light duty situation on a case by case basis. The failure of the county to find light duty for an employee shall not constitute a breach of this agreement.
- 18.4 Immediately following an accident, all employees will be drug tested in accordance with the County Drug Free Workplace Policy.

Article 19

RETIREMENT PLAN

19.1 The County will provide an Employee Retirement Plan to all county employees as approved by the Board of County Commissioners and the State of Florida.

Article 20

EDUCATIONAL PROGRAMS

- 20.1 When employees are required to attend seminars, workshops, and other professional development courses by the County, the employee will be given per diem and mileage at the prevailing rate established by the County.

Article 21

LIABILITY

- 21.1 The County will defend any actions in tort brought against any employee(s) covered by this agreement as a result of any alleged negligence of said employee(s) arising out of and in the scope of their employment with the County unless such employee(s) acted in bad faith with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Article 22

PAYROLL DEDUCTION OF DUES

- 22.1 The County agrees to deduct from the wages of each employee who has voluntarily executed and delivered to the County written authorization and assignment therefore, regular monthly dues, not to exceed such amounts as authorized by the Financial Secretary of the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 2152. When an employee signed the County written authorization dues deduct form they are giving authorization to the County upon written notice that their dues may be changed by the Financial Secretary of the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 2152 WITHOUT having to resign any forms.
- 22.2 Deductions shall be made from pay received during each month and shall be remitted to the Union representative who has been authorized in writing to receive such remittances. Remittances shall be made not later than the 10th of the month following the month in which deductions were made.
- 22.3 The executing and delivering of such deductions and assignment authorization shall not be a condition of employment and the parties agree there shall be no coercion or discrimination against any employees for having signed or not having signed such authorization form.
- 22.4 Provisions of the foregoing paragraphs are subject to the terms and conditions in the form of assignment hereinafter set forth.
- 22.5 In consideration of the County's agreement for the check off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the County against any

and all liability claims and expenses of any kind which the County may incur or sustain as a result of relying on any assignment and deduction authorization or other notices furnished by the Union to the County.

22.6 The form of such authorization shall be as follows:

As of the date shown above, I hereby assign from my wages _____²⁰ and you are hereby authorized and directed to deduct therefrom \$_____ bi-weekly regular Union dues.

The sums deducted shall be remitted by you to the duly authorized representative of International Brotherhood of Electrical Workers, AFL-CIO, in accordance with the provisions of the agreement between you and said union now in effect. This authorization shall be in effect for the duration of this agreement or during any extension thereof unless terminated by me in writing addressed to the Director of Department of Management Services with a copy to the Union.

Witness _____

Signature _____
Address _____

Article 23

SAVING CLAUSE

23.1 Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all of the provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Article 24

Safety Equipment and Boots

24.1 The Company will furnish all safety equipment, gloves, or protective clothing as may be determined by the Company as being required when a safety hazard is involved in the performance of a work assignment.

24.2 The Company will pay each year \$80.00 toward boots, with a receipt.

Article 25

ENTIRE AGREEMENT

- 25.1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity is set forth in this agreement.
- 25.2 The County and the Union, for the duration of this agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, but may upon mutual agreement of both the County and the Union, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time that they negotiated this agreement.
- 25.3 This agreement will be effective upon approval of the board of County Commissioners in a public meeting and shall remain in full force and effect up to and including September 30, 2015 except for exhibit "A" wages which will be opened annually to coincide with the County's budget development process. The local union will be notified prior to budget workshops and hearings. If agreement cannot be reached on wages during the wage opener negotiations then either party reserves the right to terminate this agreement in its entirety.
- 25.4 Should either party desire to terminate, change or modify this agreement or any portion thereof, they shall notify the other party in writing 60 days on or before change or termination of this agreement. Such notification shall include the titles and sections of the articles the party wishes to negotiate and all other articles will remain in full force and effect from year to year thereafter.
- 25.5 Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new agreement.
- 25.6 This agreement is subject to approval of the International Brotherhood of Electrical Workers International President.
- 25.7 In witness whereof, the parties hereto have caused this

agreement to be signed in their respective names by their respective representatives thereon to duly authorize.

GADSDEN COUNTY BOARD OF
COUNTY COMMISSIONERS

LOCAL UNION 2152 OF
THE INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS

CHAIRPERSON
DATE:

LOCAL REPRESENTATIVE
UNION 2152
DATE:

ATTEST:

NICHOLAS THOMAS
CLERK

UNIT CHAIRMAN
DATE:

6

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013
Date Submitted: March 5, 2013
To: Honorable Chairperson and Members of the Board
From: Robert Presnell, County Administrator
Tommy Baker, EMS Director
Subject: Surplus Ambulances

Statement of Issue:

This item seeks Board approval to declare 6 ambulances surplus and donate to Volunteer and Municipal Fire Departments and declare one surplus/salvage and sell at auction with other vehicles and equipment from Public Works.

Background:

EMS has completed removal of all ambulance boxes for ambulance remounts. We are left with 6 ambulance chassis (trucks) that have been requested by area Fire Departments to use as brush trucks. One additional truck was returned by Sycamore Fire Department to be sold at auction. It is a unit that was previously donated to Sycamore VFD and has been replaced with another vehicle. It is beyond its useful life, costs of repairs would exceed the value, and needs to be declared surplus and sold at auction.

Analysis:

Declaring the below vehicles surplus and donating them to Fire Departments:

- * County Property # A-1058 ambulance # 2, 2008 Chevy to Robertsville VFD
- * County Property # A-1088 ambulance # 6, 2009 Chevy to Robertsville VFD
- * County Property # A-1065 ambulance # 9, 2008 Chevy to Wetumpka VFD
- * County Property # A-1057 ambulance #10, 2008 Chevy to Greensboro Fire Dept.
- * County Property # A-0453 ambulance # 4, 2007 Chevy to Havana Fire Dept.
- * County Property # A-1020 ambulance # 8, 2006 Chevy to Concord VFD
- * County Property # A- 639 brush truck, declare surplus, sell at auction

Fiscal Impact:

Trade in value of these units was less than \$500.00 each and our purchases were budgeted without a trade in so there will be no adverse fiscal impact to the county budget. The Fire Departments will benefit by utilizing these units for brush trucks. Property # A-639 to be declared surplus and sold at auction has been used as an ambulance and recycled as a brush truck, and has outlived its useful life and value.

Options:

1. Declare equipment surplus and approve the above listed dispositions.
2. Do not approve.
3. Board direction.

County Administrators Recommendation:

1. Option 1

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 5, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Sonya Burns, TDC Administrator
Matt, TDC Vice-Chairman

Subject: Approval to award Bid No. 12-14 Part-time TDC Coordinator to Legacy Marketing Inc., (Mary Kelly) and Chairperson to Execute Agreement

Statement of Issue:

This agenda item seeks approval from the Gadsden County BOCC to award Bid No. 12-14 to legacy Marketing Inc., (Mary Kelly).

Background:

On October 15, 2002, the Gadsden County Board of County Commissioners (BOCC) approved Ordinance 2002-003, levying and imposing a Tourist Development tax; adopting the Gadsden County Tourist Development Plan; providing for voter approval, providing for severability and effective date of the tax. The Board of County Commissioners also directed a referendum to be held during the November 5, 2002 election to levy and impose the Tourist Development Tax. This plan may only be amended or changed by an affirmative vote of the majority plus one member of the Gadsden County Board of County Commissioners and Ordinance.

During the December 8, 2008, the Board of County Commissioners approved by Ordinance 2008-35 to amend the current Tourist Development Plan, which is now called Tourist Development Strategic/Marketing Plan.

Analysis:

The Tourism Coordinator or firm will provide services to develop and direct a program for marketing and promotion of Gadsden County as a travel destination. They will also increase the awareness of Gadsden's visitor assets and target markets; coordinate and assist with festival and event planners to promote and increase in out of town visitors to their events. Provide awareness and communication for effective date scheduling, and combined promotion benefits to event planners.

There were several inquiries from different companies in regards to the RFP; but only one company actual submitted a bid and that company was the Legacy marketing.

Fiscal Impact:

The office of OMB has confirmed that there are sufficient funds in the Tourist Development budget to cover all costs. The agency has agreed to \$2,000 monthly totaling \$24,000.00 annually upon BOCC approval. **The contingency of this agreement is solely based upon a 6 month performance review.**

Options:

- Option 1 Approve award of Bid No. 12-14 for Part-time TDC Coordinator to Legacy Marketing (Mary Kelly) and authorize Chairperson to execute agreement.
- Option 2 Do not approve Bid No. 12-14 Part-time TDC Coordinator award to Legacy Marketing (Mary Kelly) and authorize Chairperson to execute agreement.
- Option 3 Direction of the Board.

County Administrator Recommendation:

Option 1

Attachments:

TDC RFP No. 12-14
TDC Meeting Minutes
Coordinator Agreement

BID REPORT

Bid No. 12-14

Part-Time Tourist Coordinator

DATE: 8-16-12

TIME: 10:00 a.m.

PRESENT: Shelia Faircloth, MSD
Sonya Burns, CDA
Mary Kelly, Legacy Marketing, Inc.

One RFP was submitted:

Legacy Marketing, Inc.
3122 W. Tennessee Street
Tallahassee, FL 32304

The RFP will be reviewed and a recommendation will be made to the Board. The Board will award this RFP to the company that best meets the requirements of the specifications in the rfp.

Meeting adjourned at 10:05 a.m.

Request for Proposals
RFP No. 12-14

The Gadsden County Board of County Commissioners, on behalf of the Tourist Development Council, is seeking sealed proposals from qualified individuals for a part-time Tourism Coordinator. Prospective proposers should submit proposals to the Management Services Department, 5-B E. Jefferson Street, Quincy, FL 32351. Proposals will be received until 10:00 a.m., Thursday, August 16, 2012 in the Management Services Department, 5-B E. Jefferson Street, Quincy, FL 32351 and opened thereafter. Scope of Services may be obtained from the Management Services Department at 5-B E. Jefferson Street, Quincy, FL or by dialing 850-875-8660. For additional information and questions proposer should contact Sonya Burns, TDC Administrator, at 850-875-8659. Proposals will not be valid if not sealed in an envelope marked "SEALED PROPOSALS" and identified by the name of the proposer, proposal number and time of opening. The Gadsden County Board of County Commissioners reserves the right to reject any one proposal or all proposals, any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the County. EOE/AA

Issued on 7-26-12

I. GENERAL INSTRUCTIONS:

A. Response Address. The response to the proposal should be submitted in a sealed addressed envelope to: Management Services Department
5B East Jefferson Street
Quincy, Florida 32351

Proposal Number: 12-14

Please provide five original copies.

B. Contact.

Sonya Burns (TDC Administrator) Gadsden County Tourist Development Council
sburns@gadsdencountyfl.gov for additional information and questions.

C. Proposal Deadline.

It is the proposers responsibility to deliver their proposal on time to the Management Services Department no later than 10:00 a.m. on Thursday, August 16, 2012.

II. SCOPE OF SERVICES:

Specified in Section VI; Goals, under performance of contract.

A. Provider Requirements

To qualify for consideration as a qualified Proposer, the following minimum qualifications must be met and the qualifier must acknowledge that they meet all requirements:

- Provider must have tourism marketing and/or industry related work experience.
- Provider must demonstrate strong communication and public relations skills.
- Provider must have media buying knowledge and experience.
- Provider must have knowledge of the marketing issues and challenges of the tourism industry.
- Provider must have strong research-based strategic planning capabilities.
- Provider must demonstrate social media marketing and Web based communication management skills.
- Provider must have breakthrough creative executions across all possible mediums based on solid marketing strategies.
- Provider must have an understanding of how the Tourist Development Council is funded.

III. PROPOSAL CONTENT

A. Proposal response sheet with manual signature and addendum

acknowledgment.

B. Cover letter.

C. Background and Credentials Specifications.

Please submit the following information with descriptions:

- Background
- Relevant Experience
- Work References

D. Case Studies/work history. Please provide three case studies that are similar in scope, not to exceed five pages.

E. Demonstration of Strategic Thinking and Creative Approach. Please answer the following questions as a narrative, not to exceed four pages.

1. What differentiates Gadsden County from other Florida destinations?
2. What do you see as Gadsden County's strengths and assets that could be leveraged?
3. What is your recommended brand-positioning platform against which all marketing and communications efforts can be measured to ensure it is on target and reinforcing the brand?
4. How would you creatively express the brand?
5. Why are you interested in partnering with the Gadsden County Tourist Development Council?

IV. SELECTION PROCESS

Any and all applicants will go through a selection committee. Interviews with the selection committee will take place the week of August 27 through 31, 2012 and a candidate will be selected on September 3, 2012.

V. SELECTION CRITERIA

The Selection Committee, at its sole discretion, may request additional or clarifying information from any proposer. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. Failure to provide the requested information could result in the rejection of the proposer's proposal. The occurrence or absence of such a request shall not be cause for objection by any proposer.

The following criteria will be used to evaluate each proposal:

1. Has the primary function of the project been taken into consideration, and expressed with clear goals and objectives along with success factors for the respective bid? Maximum 20 points.

2. Has the capability of applicant, in terms of professional qualifications and certifications to fulfill the technical requirements of this project been established? Maximum 20 points.
3. Has the applicant demonstrated excellence and relevance of past work in conceptual, aesthetic and technical terms? Maximum 15 points.
4. Does the applicant have prior experience working with Tourism experts, visit Florida, and have experience in media buying while offering complete public relations firms in house? Maximum 15 points.
5. Does the applicant have in house web production experience? Maximum 15 points.
6. Has the applicant presented creative and innovative ideas and come up with a solid strategy, implementing the strategic plan to the best of their ability? Maximum 15 points.

VI. OVERVIEW:

A. Functions and Goals. The Gadsden County Tourism Development Council is seeking an individual or firm to provide services to develop and direct a program for the marketing and promotion of Gadsden County as a travel destination. A monthly fee of \$1,250.00 shall be paid to provide this service. Our goals are aimed to:

- Promote Gadsden County as a visitor destination.
- Increase county bed tax revenue.
- Increase overnight visits.
- Increase average length of stay.
- Increase first time visits.
- Increase repeat visits.
- Increase positive brand visibility and image.
- Increase awareness of Gadsden's visitor assets and "Target Markets".

B. Duties.

- Draft and implement a yearly tourism program of action for the tourism development council.
- Prepare and manage an annual tourism advertising and promotion budget.
- Promote Gadsden County to strategic partners, organizations and associates to market tourism at welcome centers, trade shows, familiarization tours, etc.
- Develop, administrate, and implement a creative social media marketing strategy.
- Creatively update content of the county tourism website www.egadsden.com that effectively communicates to potential visitors and current residents. Create and

feature innovative trip planning packages, update calendar of events, recruit community bloggers, and respond to all visitor inquiries.

- Utilize statewide resources for advertising co-ops, grants, promotions, etc. available to us through our partnership with VISIT FLORIDA and others to promote Gadsden County to regional, in-state, and other potential visitors.
- Develop cost effective regional and national advertising, promotions, and public relations campaigns using innovative creative techniques.
- Create and develop press releases to attract positive media awareness and attention.
- Coordinate and assist with festival and event planners to promote an increase in out of town visitors to their events. Provide awareness and communication for effective date scheduling, and combined promotion benefits to event planners.
- Prepare, produce, update and distribute collateral tourism marketing materials.
- Provide monthly reports to the TDC of marketing strategies and measurable accomplishments.
- Coordinate and work with local bed tax collectors, tourism service partners, and travel booking providers to implement marketing strategies.
- Represent Gadsden County in regional tourism initiatives.

C. Target Markets Include But Are Not Limited To:

- Consumer marketing communications will be directed to select markets as defined in our strategic plan including: couples, singles, families, multi-household groups, multi-cultural groups, the mature market and trade industry. Other target groups can include golfers, naturalists/conservationists/bird watchers, camping enthusiasts, boaters, paddlers, fishermen, historians, skydivers, weddings and hunters.

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance 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 program, 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 subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of 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 of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirement.

Company Name _____

Vendor's Signature _____ Date _____

Must be executed and returned with attached bid at time of bid opening to be considered.

**PUBLIC ENTITY CRIMES
(For Information Purposes Only)**

Section 287.133, Florida Statutes, was revised by deleting the requirement for vendors to file a public entity crime statement. The following paragraph contains a statement informing persons of the provisions of paragraph (2) (a) of Section 287.133, Florida Statutes:

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

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

Gadsden County

RFP No. 12-14

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STATEMENT OF NO BID

Bid No. 12-14

We, the undersigned, have declined to respond to your bid for the following reasons:

- _____ We do not offer this service
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Others (Please Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the County's list of qualified bidders.

Company Name _____

Signature of Representative _____

Name (Print/Type) _____

Address _____

Telephone No. _____

Fax No. _____

E-Mail Address _____

SIGNATURE PAGE

Name of Company

Mailing Address

City State Zip

Authorized Signature, Title

Name (Typed or Printed) Date

Phone Number (Including Area Code)

Fax Number (Including Area Code)

Website Address/Email



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

MINUTES

**Regular Public Meeting
October 15, 2012
3:30 p.m.**

Present:

Lee Garner, Chair of TDC, City of Chattahoochee Manager and Tax Collector
Matt Thro, Vice – Chair of TDC, H & H Furniture (late)
Jeff DuBree, Sportsman's Lodge, Bed Tax Collector Lake Talquin
Patricia Vice, West Gadsden Historical Society, Tourist Attraction
David Knight, Midway Councilman (excused absence)
Angela Sapp, City of Quincy Commission (absent)
Peter Patel, Bed Tax Collector (excused absence)
Alca Patel, Hotel Industry
Sherrie Taylor, BOCC Chair
Sonya Burns, TDC Administrator
Beryl Wood, Deputy Clerk

Pledge of Allegiance

Lee Garner, Chairman of TDC called the meeting to order then led in Pledge of Allegiance.

Roll Call (Beryl Wood, Deputy Clerk)

The roll was called by the deputy clerk and noted above.

Amendments and Approval of Agenda

Add: Havana Merchants Association – Marketing Funding Request

UPON MOTION BY MR. DUBREE AND SECOND BY MRS. VICE, THE COUNCIL VOTED 5 -0, BY VOICE VOTE, TO AMEND THE AGENDA AS STATED ABOVE.

1. Approval of Meeting Minutes (September 17, 2012) Lee Garner, TDC Chairman

UPON MOTION BY MR. DUBREE AND SECOND BY MRS. VICE, THE COUNCIL VOTED 5-0, BY VOICE VOTE, TO APPROVE THE TDC MINUTES OF SEPTEMBER 17, 2012.

Matt Thro arrived at this juncture of the meeting.

Mr. Garner commented that Mr. Price would not be present today, due to the death of his brother.

Mr. Garner asked that agenda items be given to Sonya a week in advance from this point on.

2. Florida Wildflower (Panhandle in Bloom) Lee Garner, TDC Chairman

Mr. DuBree gave update on the Florida Wildflower, Panhandle in Bloom. They discussed a meeting on October 24, 2012 a Brown Bag Lunch from 11:30 - 1:30pm at IFAS out by I-10. He said they are encouraging the TDC to come and anyone interested in wildflowers.

Mr. Garner commented that he would be out of town and asked would anyone be available to attend. He asked if the information could be forwarded to Mr. Chapman. There was consensus from Mr. DuBree, Mr. Thro and Mrs. Vice to try to attend the luncheon on October 24, 2012.

3. FADMO Florida Association of Destination Marketing Organizations (Invoice)

Mr. Garner commented on the FADMO, which promotes tourism. He said it was his recommendation not to fund the FADMO because Visit Florida basically does the same thing.

UPON MOTION BY MR. DUBREE AND SECOND BY MR. PATEL, THE COUNCIL VOTED 6 – 0, BY VOICE VOTE, TO NOT FUND THE FLORIDA ASSOCIATION OF DESTINATION MARKETING ORGANIZATIONS (FADMO) FOR FY 2012-2013.

4. Tourism Coordinator Discussion & TDC Administrator Pay (Sonya's Salary)

Due to Mr. Price not being able to attend today's meeting Sonya's Salary as the TDC Administrator would be deferred to the next meeting.

Tourism Coordinator Discussion

Matt Thro presented the original Letter of Agreement and the Amendments to Legacy Marketing Contract. He addressed some of the points of the amended contract that was submitted.

Section 2:

Other Fees

- Video removed.
- 15% will be for graphic design work done by the agency.
- A limit on markup fees for media buys will be placed at \$6,000 per year. This is solely for non-commission media buys namely out of market print but not exclusive print.

Section 3:

- Administrative fees from grants will be limited to what the grant dictates and paid out net of administrative fees due to Gadsden County.

Ms. Taylor inquired if you are paying a percentage for graphing, what is the \$2,000 for. She expressed her thought was they were looking to employ a person rather than a company. She asked about the legalities of the agreement.

Mr. Thro said the point of this amendment was for coordination of the website, keeping it updated.

Mr. Garner suggested the Committee continue to work on the contract and ensure it met the qualities of a legal binding contract and they would have to approve. He asked that it be a legal binding agreement.

Ms. Taylor again pointed out what she thought the Coordinator position was for. She suggested a template be done or draft agreement and have it looked at for legalities by the County Administrator and the Procurement Department. She said she felt the agreement needed more detail by narrowing it down to be more specific.

RFP – Tourism Coordinator

Mr. Thro discussed the RFP for the Tourism Coordinator, where they are seeking an individual or firm to provide services to develop and direct a program for the marketing and promotion of Gadsden County as a travel destination.

Sonya presented the general RFP No 12-14, which was presented for the Tourism Coordinator.

Mr. Thro highlighted some additions to the RFP.

- Calibrate with Gadsden County Tourism Strategic Partners, Bed Tax Collectors, Organizations and Travel Booking Agents to market tourism.
- Develop, administrate, implement and create a social media marketing strategy.
- Cost effective regional and national advertising and public relations campaign.
- Update content on website and facebook page effectively.
- Creatively update
- Utilize grants through Visit Florida
- Develop Press Releases
- Assist in festivals and events
- Working with planners to increase visitors to their events. (A sense of calibration.)
- Prepare and distribute marketing materials
- Attend TDC Meetings
- Generally representing Gadsden County in regional tourism

Mr. Thro discussed an example of having the Coordinator work with the different committees such as with advertising and events, they would go to the Advertising Committee.

Ms. Taylor advised it would be wise to do things in between, maybe make and take recommendations.

Mr. Garner suggested the RFP for the Coordinator be in a form that is understandable for all.

Ms. Taylor commented they should be bulleted items and include the wording (but not limited to.)

Mr. Thro pointed they would not like to hold them responsible for everything in there and suggested added the wording with Board approval.

Ms. Taylor said it should be more defined.

Mr. Garner asked him to work on the RFP and send email out the Council.

Mr. DuBree stated Legacy is really looking for the Council to prioritize, if possible.

Ms. Taylor suggested not prioritizing, but listing them.

Mr. Thro listed these items. He also stated they could whenever needed reprioritize.

- Web
- Egadsden
- Social Media
- Visit Florida -Grant Writing
- Events working with them to make a collaborative effort between events and bed tax collectors.

5. **Bylaws Concerning a Quorum Electronically and Straw Voting**

Bylaws

Mr. Garner explained to the Council there had been an interest to amend the bylaws concerning a quorum electronically. He said the law said it could be done. He said notice should be at least 20 days prior to said meeting, as stated in Article 10 (Amendments). He asked Sonya to check with County for their policy on electronic phone in and place it for advertisement on the November 19, 2012 TDC Meeting Agenda. He said he would look for correct wording to be added to Article 3 and 4 for forming a quorum electronically.

UPON MOTION BY MS. TAYLOR AND SECOND BY MR. THRO, THE COUNCIL VOTED 6 – 0, BY VOICE VOTE, TO AUTHORIZE PROPOSED AMENDMENTS TO THE BYLAWS FOR FORMING A QUORUM ELECTRONICALLY IF NEEDED.

Straw Voting

Mr. Thro discussed straw voting with the Council. He informed the Council according to the County Administrator, as long as the Council appoints a designee who would be the person responsible for calling. He stated his reason for wanting the straw voting was to move items forward. He added since they are moving forward with the Coordinator Position things will move more rapidly than they have in the past.

Mr. Garner stated they could not have binding votes without it being an advertised meeting.

Mr. Thro said it would be a conditional vote.

Ms. Taylor shared she was not in agreement with the straw voting.

Mr. Garner said he would follow-up on straw voting and find out how that can be done.

6. Budget Update (Jeff Price, Budget Analyst)

Mr. Garner presented the budget they are working with from October 1- 2012 – September 30, 2013. He said it would be expounded upon at the next meeting, when Mr. Price returns.

7. Florida Travel & Lifestyles (Lee Garner, TDC Chairman)

Mr. Garner presented the Florida Travel & Lifestyles November/December Proposal. He said the digital magazine will be “live & archived” on www.floridatravelusa.com and www.southerntravelusa.com for the entire year. He suggested the Council hold or table until Coordinator is hired, and then make a decision as to the need of the Florida Travel & Lifestyles.

Kiosk Discussion

Mr. Garner commented that Mr. Sewell stated once the new contract between Kimley-Horn & Associates and the County has been signed he would schedule a meeting with the Council on Kiosk.

Marketing and Funding Request

Havana Merchants Association – Bob Luther

Mr. Bob Luther of the Havana Merchants Association addressed the Council regarding their request for funding for the Pumpkin Fest, Lawn Mower Parade and Havana Days. He asked for clarification from the Board on the budget line item, which would cover all their events for the entire year.

Mr. DuBree commented they have Havana Merchants Association under marketing. He said it was removed from grants, because the way the grant application is written you would qualify for little or no funding, due to the bed night requirement. He said they took a specific approach where they would line item a specific amount out of the marketing budget for existing events.

Mr. Garner stated that money would be for advertisement outside the 150 mile radius. He explained if they met and sent in reimbursement for the advertisement that's how the marketing funds would be awarded. He said this is based on the Strategic Plan.

Mr. DuBree said he would like to propose a motion for approval for \$6,000 for the Havana Merchants Association to market their major existing events taking place for October 2012 - September 2013. The motion was second by Mrs. Vice.

Ms. Taylor voiced her concern with having done quite a bit for the 3 entity's (Havana Merchants Association, Gadsden Arts Center and the Leaf Theater). She said the problem she has with the motion is they should tell them with a request what they would like and the Council move from that point.

UPON MOTION BY MR. DUBREE AND SECOND BY MRS. VICE, THE COUNCIL VOTED 5 – 0, BY VOICE VOTE, TO APPROVE \$6,000 FOR THE HAVANA MERCHANTS ASSOCIATION TO MARKET THEIR MAJOR EXISTING EVENTS TAKING PLACE. THE PROPOSED FUNDING SHALL BE DEBITED FROM THE TDC PROMOTIONAL ACTIVITIES, EXISTING EVENT MARKETING FUND. (Mr. Thro abstained from voting, due to his membership with the Havana Merchants Association.)

THIS PROPOSED PARTNERSHIP WITH THE TDC AND HMA WOULD ALLOW FOR THE MARKETING FUNDS TO BE AVAILABLE FOR REIMBURSEMENT UNDER THE FOLLOWING CONDITIONS.

- a.) Required HMA Facebook like the Gadsden Facebook page.
- b.) Required HMA Web site include the TDC logo and a direct link to <http://egadsden.com/>
- c.) Required TDC brand logo and corresponding QR code to be displayed on all printed event marketing materials.
- d.) Required; Funds must be used for "marketing expenditures only" for HMA events. Funds will be paid directly to HMA as reimbursement after submittal of paid invoices. All marketing expenses submitted for payment must have documentation stating the specific event, proof of payment, and data supporting the advertising markets are largely focused on reaching potential visitors beyond 150 miles from the county as stated in the TDC Strategic Plan. Funds may also be used toward a HMA Visit Florida partnership. Pre-Approval of all proposed marketing before contracting is suggested. Local focused marketing expenses and/or any other non-marketing expenses are not eligible for reimbursement.
- e.) Post event attendance survey data with zip code and bed night numbers must be provided to the TDC for any consideration to future marketing funds from the TDC. Copy all members.

Mr. Garner stated the Coordinator position would be beneficial in assisting with the different entity's once hired.

Public Comments and Concerns on Non-Agenda Items (3 minutes limit)

There were no public comments or concerns presented at this meeting.

Meeting (s)

-November 19, 2012 – Regular Meeting, 3:30p.m.

Other TDC Business

- TDC Financial Information
- Letter From Big Bend Habitat for Humanity (3rd Annual Bass Fishing Tournament)

Adjournment

THERE BEING NO OTHER BUSINESS BEFORE THE COUNCIL, MR. GARNER DECLARED THE MEETING ADJOURNED AT 4:55 P.M.

LEE GARNER, CHAIR OF TDC

ATTEST:

BERYL H. WOOD, DEPUTY CLERK

PUBLIC RELATIONS SERVICES AGREEMENT

Agreement made this _____ day of _____, 2013 by and between Legacy Marketing Inc., (herein called the Agency) and the Gadsden County Board of County Commissioners- Tourism Development Council (herein called the Client).

Between the Agency and Client it is herein agreed as follows:

1. The Agency is hereby retained by Client to perform services as outlined herein in paragraph 3 for a fee of \$2000.00 per month. The Agency shall submit an invoice to the TDC Administrator on the _____ day of each month. Any additional charges above the agreed upon fee shall be itemized and supporting documentation provided.
2. The Agency shall act as representative for Client in matters pertaining to promotion of tourism for the county of Gadsden, Florida. The Agency shall work with tourism partners such as but not limited to VisitFlorida to promote Gadsden County, as well as develop relationships with neighboring counties for cross promotion.
3. The duties and focus of the Agency should be, but are not limited to, the following:
 - Promote Gadsden County as a visitor destination.
 - Increase county bed tax revenues.
 - Increase awareness of Gadsden's visitor assets and "Target Markets" as defined in the TDC adopted strategic plan.
 - Increase awareness of our local events to visitors.
 - Collaborate with Gadsden County's tourism strategic partners, bed tax collectors, organizations and travel booking agents to market tourism.
 - Develop, administrate, and implement a creative social media marketing strategy.
 - Creatively update content of the county tourism website www.egadsden.com and Facebook page <http://www.facebook.com/GadsdenCounty> effectively engages visitors and residents. Create and feature innovative trip planning packages, update calendar of events, recruit community blogger, and respond to all visitor inquiries.
 - Utilize resources for advertising co-ops, grants, promotions, etc., available to us through our partnerships with VISITFLORIDA and Riverway South.
 - Develop cost effective regional and national advertising and public relations campaigns using innovative creative techniques.
 - Create and develop press releases to attract positive media awareness and attention.
 - Coordinate and assist with all festival and event planners to promote an increase in out of county date scheduling, promotional rates, and combined marketing.
 - Prepare, produce update and distribute collateral tourism marketing materials.
 - Attend all TDC public hearings and meetings. Provide monthly reports to the TDC of current strategies and measurable accomplishments.

- Represent Gadsden County in regional tourism initiatives.
4. Promotion shall be developed and implanted in stages as outlined and approved by the TDC, or designee of the TDC. **The Coordinating agency will not be held responsible for duties that are listed above but not directed to perform by the TDC or appointee of the TDC.**
 5. The first stage of work shall be to improve the website by adding content and working with the Tallahassee.com, the SEO Company already approved by the TDC, to ensure premium optimization for the visitor destination in Gadsden County. A limit on markup fees for media buys will be placed at \$6,000 per year. This is solely for non-commission media buys namely out of market print but not exclusively print.
 6. Other task referenced in paragraph 3, will be undertaken at the direction of the TDC or its designee. The agency agrees to maintain complete and accurate records of all activities performed on behalf of Gadsden County and will supply reasonable supporting documents and details as may be required by the TDC or its designee. The Agency will agree to be available to make presentations and provide information to the Board of County Commissioners if requested to do so.
 7. Agency will seek opportunities and apply for grants on behalf of Gadsden County Tourism and is entitled to the administrative fees, if such are allowed under in the grant less those administrative fees incurred by the TDC. Administration of any grants obtained by the Agency will be solely administrated by the Agency with oversight by the TDC or its designee. Any grants for which Gadsden County will be considered the submitting entity or the fiscal agent shall be approved by the County Commission before submission.
 8. Agency will seek, co-ordinate and develop media partners in order to promote tourism in Gadsden County. Agency will work with various recipients of TDC marketing dollars to plan, place and executed media buys in accordance to the Tourist Development Strategic Plan (TDSP).
 9. Agency will meet with marketing committee before, during and after each phase in development and implementation of all work to ensure accountability. Agency will report to the GCTDC board at large as required to share the progress of its efforts. Agency shall not be held liable for any other company's performance hired by the Gadsden County Tourist Development Council.

10. Any/All photography, brochures, manuals, film, signage, and other materials generated by the Agency or for the Agency on behalf of Gadsden County in the performance of this agreement shall be deemed the property of the Gadsden County, subject to any third party rights, restrictions or obligations which the Agency shall promptly disclose to the TDC or its designee.
11. The Agency agrees to indemnify, defend and otherwise hold harmless Gadsden County, the TDC, their officers, agents and employees from any and all claims, actions or liability occurring as a result of its performance under this agreement. The indemnification includes but is not limited to any copyright or trademark infringement claims that may be brought against Gadsden, the TDC their officers, agents or employees as a result of the Agency's performance or the performance of any entity retained or hired by the Agency to perform any portion of this agreement. Agency agrees to pay all defense costs and any judgment obtained as a result of its performance or the performance of any entity retained or hired by the Agency to perform any portion of this agreement.
12. This agreement may not be assigned by the Agency without the prior written consent of the TDC. Any assignment in violation of this provision shall be void.
13. This agreement is made in Gadsden County, Florida and shall be governed by the laws of the State of Florida. Any causes of action or claims brought with regard in accordance with this agreement.
14. The term of this agreement shall commence _____ and continue for a period of _____ months unless otherwise terminated by either party in accordance with this agreement. This agreement may be cancelled by either party within 60 days of a written notice. Continuation of this agreement for the full period set out in this paragraph is upon a 6 month performance evaluation and BOCC approval.
15. This agreement is subject to sufficient appropriations being made by the County Commission to the TDC.
16. This document constitutes the final statement of agreement between the parties. All other prior agreements or oral representations are null and void and are superseded by this document. This document may not be changed orally but only by formal writing signed by both parties.

Doug Croley, Gadsden County BOCC Chairman

Date

Mary Kelly, Legacy Marketing (Agency)

Date

Debra Minnis, BOCC County Attorney

Date

Elmon Lee Garner, TDC Chairman

Date

ATTEST

Gadsden County Clerk of Courts

8

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 5, 2013

To: Honorable Chairperson and Members of the Board

From: Deborah Minnis, County Attorney

Subject: **Public Hearing - Amendment of Section 2-45 of the Gadsden County Code of Ordinances**

Statement of Issue:

Consideration of an amendment to Section 2-45 of the Gadsden County Code of Ordinances regarding meeting procedures. Allowing for submission of support material to the commissioners 7 days before a meeting, correcting the reference from county manager to county administrator as well as other minor corrections and allowing amendments to the agenda after it is published by majority vote.

Background:

On December 17, 2002, the Gadsden County Board of County Commissioners enacted Section 2-45 setting out the order of business and other procedures requirements the conducting of business at its meetings. At the time of the enactment of this ordinance the consensus of the commission was that documents offered in support of agenda items needed to be provided to them 10 business days in advance of the meeting. Notwithstanding this requirement items could be added to the agenda with the consensus of the commission as a whole. Upon further discussion and review, the commission seeks to review and amend this provision. Based on discussions during meetings on February 5th and 19th attached for review and action is a draft ordinance amending section 2-45.

Analysis:

N/A

Fiscal Impact:

N/A

Options:

Approve amendment

Reject amendment

Further directions to the Attorney

County Attorney's Recommendation

Board discretion

Attachment:

Draft ordinance-Blue line

Draft ordinance-Clean copy

Notice of Intent

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA; AMENDING SECTION 2-45 OF THE GADSDEN COUNTY CODE OF ORDINANCES PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS the Gadsden County Board of County Commissioners seeks to provide guidance on submission of support material for items placed on the agenda;

WHEREAS the Gadsden County Board of County Commissioners seeks to correct the reference from county manager to county administrator and making other minor corrections; and;

WHEREAS the Gadsden County Board of County Commissioners seeks to provide guidance on amending the agenda after publication;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA:

SECTION 1. AMENDMENT TO CHAPTER 2; ARTICLE II; DIVISION 2; RULES OF PROCEDURE:

Sec. 2-45. Order of business.

(a) *Official agenda.* There shall be an official agenda for every meeting of the commission, which shall determine the order of business conducted at the meeting. All proceedings and the order of business at all meetings of the commission shall be conducted in accordance with the official agenda.

(b) *Agenda form; availability; support information.* The agenda shall be prepared by the county ~~manager~~ administrator in appropriate form approved by the commission. The county administrator shall make available to the commissioners a copy of the agenda before the meeting. All support information for agenda items shall be ~~an~~ available no later than ~~ten business~~ seven (7) days before the regular meeting. If the support information is not available, the agenda item shall be removed from the agenda and considered at a later meeting.

(c) *Agenda format for regular meeting.* The agenda format for a regular commission meeting shall be in substantially the form as set forth below or as long as these matters are on the agenda in the order the board desire:

- (1) Call to order, invocation and pledge of allegiance
- (2) Awards and presentations
- (3) Consent

(4) Citizens to be heard on non-agenda items (three minutes limit; nondiscussion by commission)

(5) Scheduled public hearings, 6:00 p.m. or as soon thereafter as is possible

(6) County attorney

(7) County ~~manager~~administrator

(8) Clerk of court

(9) Discussion items by commissioners

(10) Adjournment

(d) *Consent agenda.* On the portion of the agenda designed as "Consent," all items contained therein may be voted on with one motion. Consent items are considered to be routine in nature, are typically noncontroversial and do not deviate from past board direction or policy. However, any commissioner, the county ~~manager~~administrator, or the county attorney may withdraw an item from the consent agenda and it shall then be voted on individually.

(e) *Citizens to be heard on non-agenda items (first).* On the portion of the agenda designated as the first "Citizens to be Heard on Non-Agenda Items" (three-minute limit; nondiscussion by commission), there shall be no debate and no action by the commission.

(f) *General business.* General business items of a general nature that require board director or pertain to board policy as presented by the staff.

(g) *Scheduled public hearings, 6:00 p.m.* Public hearings shall be held as required to receive public comments on matters of special importance or as prescribed by law. For regular board meetings, public hearings shall be heard at 6:00 p.m., or as soon thereafter as is possible. This time designation is intended to indicate that an item will not be addressed prior to the listed time. At the discretion of the chairman, public comments may be limited in duration.

(h) *Discussion items by commissioners.* On the portion of the agenda designated at "Discussion Items by Commissioners," no assignments shall be given to the county administrator or county attorney without the express approval of the majority of the board. The board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the board.

(i) *Departure from order of business.* Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the commission present at the meeting.

(j) *Placing items on agenda.* Subsection (b) notwithstanding: ~~With the consent of a majority of the commission presents as a whole,~~ matters may be placed ~~on-on~~ or added to the agenda by any member of the commission, the ~~manager~~ administrator, or by the county attorney.

(k) *Additions, deletions, or corrections to agenda.* Additions, deletions, or corrections to the agenda may be considered by the commission and adopted by the passage of a single motion. Non-agenda matters shall be confined to items that are informational only.

(l) *Announcing agenda items.* The chairman shall announce each item on the agenda. The county ~~manager~~ administrator, county attorney, or county staff shall then present the item to the board.

(Ord. No. 2002-004, § VI, 12-17-2002)

SECTION 2. SEVERABILITY.

In accordance with Section 1-9 of the Gadsden County Code of Ordinances, the sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance and all provisions are severable so that if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, sentence, clause and phrase of this Ordinance, for the Board of County Commissioners declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

SECTION 3. EFFECTIVE DATE; FILING WITH THE DEPARTMENT OF STATE.

This ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED BY a vote of _____ to _____ on the _____ day of _____, 2013.

BOARD OF COUNTY
COMMISSIONERS OF GADSDEN
COUNTY, FLORIDA

By: _____
DOUGLAS M. CROLEY, Chairman

Nicholas Thomas
Clerk of the Circuit Court

AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF GADSDEN COUNTY, FLORIDA;
AMENDING SECTION 2-45 OF THE GADSDEN COUNTY
CODE OF ORDINANCES PROVIDING FOR SEVERABILITY
AND AN EFFECTIVE DATE.

WHEREAS the Gadsden County Board of County Commissioners seeks to provide guidance on submission of support material for items placed on the agenda;

WHEREAS the Gadsden County Board of County Commissioners seeks to correct the reference from county manager to county administrator and making other minor corrections; and;

WHEREAS the Gadsden County Board of County Commissioners seeks to provide guidance on amending the agenda after publication;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA:

SECTION 1. AMENDMENT TO CHAPTER 2; ARTICLE II; DIVISION 2; RULES OF PROCEDURE:

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(10) Adjournment

(d) *Consent agenda.* On the portion of the agenda designed as "Consent," all items contained therein may be voted on with one motion. Consent items are considered to be routine in nature, are typically noncontroversial and do not deviate from past board direction or policy. However, any commissioner, the county administrator, or the county attorney may withdraw an item from the consent agenda and it shall then be voted on individually.

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(h) *Discussion items by commissioners.* On the portion of the agenda designated as "Discussion Items by Commissioners," no assignments shall be given to the county administrator or county attorney without the express approval of the majority of the board. The board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the board.

(i) *Departure from order of business.* Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the commission present at the meeting.

(j) *Placing items on agenda.* Subsection (b) notwithstanding; with the consent of a majority of the commission present, matters may be placed on or added to the agenda by any member of the commission, the administrator, or by the county attorney.

(k) *Additions, deletions, or corrections to agenda.* Additions, deletions, or corrections to the agenda may be considered by the commission and adopted by the passage of a single motion. Non-agenda matters shall be confined to items that are informational only.

(l) *Announcing agenda items.* The chairman shall announce each item on the agenda. The county administrator, county attorney, or county staff shall then present the item to the board.

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SECTION 3. EFFECTIVE DATE; FILING WITH THE DEPARTMENT OF STATE.

This ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED BY a vote of ____ to ____ on the ____ day of _____, 2013.

BOARD OF COUNTY
COMMISSIONERS OF GADSDEN
COUNTY, FLORIDA

By: _____
DOUGLAS M. CROLEY, Chairman

Nicholas Thomas
Clerk of the Circuit Court

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, Intends at its (regularly scheduled meeting, at 6:00 PM, at the Gadsden County Governmental Complex, 9-B East Jefferson Street, Quincy, Florida, on the 19 day of March, 2013, to consider adoption of an ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA; AMENDING SECTION 2-45 OF THE GADSDEN COUNTY CODE OF ORDINANCES PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE; ALLOWING SUBMISSION OF SUPPORT DOCUMENTS TO THE COMMISSIONERS 7 DAYS BEFORE A MEETING; CORRECTING THE REFERENCE FROM COUNTY MANAGER TO COUNTY ADMINISTRATOR; AND ALLOWING AMENDMENTS TO THE AGENDA AFTER ITS PUBLICATION BY MAJORITY VOTE.

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

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

BOARD OF COUNTY COMMISSIONERS OF
GADSDEN COUNTY, FLORIDA

By: _____
Nicholas Thomas, Clerk

Published one time
March 07, 2013
Gadsden County Times
Havana Herald
Twin City News

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 06, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Anthony Matheny, Planning and Community Development
Management Director

Subject: Public Hearing – Approval of Budget Amendments and Resolution and Approval of Joint Participation Agreement (JPA) Between the City of Tallahassee (via StarMetro) and Gadsden County for 2012 Federal Transit Administration (FTA) Funding Under Section 5316 of the Job Access Reverse Commute Program (JARC) and for the Chairman to Execute Agreement

Statement of Issue:

The Board is asked to approve and the Chairman to execute, a new Joint Participation Agreement (JPA) Between the City of Tallahassee (via StarMetro) and Gadsden County for 2012 Federal Transit Administration (FTA) Funding Under Section 5316 of the Job Access Reverse Commute Program (JARC). This new FTA JARC funding will continue to fund the operations of the Gadsden Express bus service.

The Board is also asked to approve two budget amendments and for the Chairman to execute the accompanying resolution to ensure the availability of County matching funds in order to secure the new FTA JARC funding.

Background:

Through February of 2013, the Gadsden Express bus service has been funded through grant monies received from the FTA JARC program. And the Florida Department of Transportation (FDOT). All FDOT funding has been exhausted and no additional funds are available. Gadsden County applied for, and was recently awarded, a \$100,000 FTA JARC grant to help continue the Gadsden Express bus service. The grant requires a dollar for dollar match of County funding.

StarMetro of Tallahassee serves as the grant administrator for the FTA JARC funds. Big Bend Transit has served as the provider of bus services for the Gadsden Express.

Fiscal Analysis:

The cost for the Gadsden Express bus service is \$7,740 per month. If the County agrees to enter into this JPA and accept the entire \$100,000 in new FTA JARC funding, a \$100,000 match will be required, resulting in \$200,000 in funding for the Gadsden Express. This funding will ensure the continued operation of the Gadsden Express for *nearly* 26 additional months (March 2013 through April 2015. \$200,000 total budget/\$7,740 monthly bus service cost = 25.8 months of bus service).

The County has budgeted \$100,000 for all bus services in its 2012-2013 budget year. These budget amendments will reallocate \$100,000 from the general fund to the 148 FTA JARC Big Bend Transit Fund. If directed by the Board, prior to the grant funds being exhausted in 2015, County staff will pursue additional FTA JARC funding or other funding sources to help ensure the continuation of the Gadsden Express bus service beyond April of 2015. Additional County funding support will likely be required at this time.

Options:

1. Approve Budget Amendments #130016 and #130017 and Resolution # 2013-006 and the Joint Participation Agreement (JPA) between the City of Tallahassee (via StarMetro) and Gadsden County to accept \$100,000 in FTA JARC funding for the continued operation of the Gadsden Express bus service.
2. Do not approve Budget Amendments #130016 and #130017 and Resolution # 2013-006 and the Joint Participation Agreement (JPA) between the City of Tallahassee (via StarMetro) and Gadsden County to accept \$100,000 in FTA JARC funding for the continued operation of the Gadsden Express bus service.
3. Board Discretion.

County Administrator's Recommendation:

Option #1.

Attachment:

1. Joint Participation Agreement
2. Budget Amendment #130016
3. Budget Amendment #130017
4. Resolution #2013-006

JOINT PARTICIPATION AGREEMENT
For 2012 Federal Transit Administration Funding for
Section 5316 Job Access Reverse Commute Program

THIS AGREEMENT is made and entered into this the _____ day of _____, 2013 between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City"), c/o StarMetro, 555 Appleyard Drive, Tallahassee, FL and GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS the "Sub-Recipient"

The City is duly authorized to provide mass transit in and around the City of Tallahassee through its transit department ("StarMetro"). StarMetro is the designated recipient for the region's Transportation Management Area ("TMA") for Federal Transit Administration ("FTA") funding for the Job Access and Reverse Commute program ("JARC") as provided in U.S.C. Section 5316. The TMA includes all of Leon County and portions of both Gadsden and Wakulla counties.

The City conducted a competitive project selection process and selected the Gadsden County Express as described in the Application attached hereto as **Attachment A** funded by FTA grant **FL-37-X071-00** for the Sub-Recipient to receive JARC grant funding to be used to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized and non-urbanized areas to suburban employment opportunities..

This Agreement is an interlocal agreement between the City and the Sub-Recipient pursuant to Chapter 163, Florida Statutes. This Agreement defines the allocation, method of accounting and disbursement of funds received from the FTA of the United States Department of Transportation ("USDOT") pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") legislation and FTA Circulars 9050.1 and 9045.1.

For and in consideration of the mutual promises and premises hereinafter set forth, The City and the Sub-Recipient agree as follows:

1. Purpose: This Agreement is to provide funding for work as more particularly described in the Scope of Work attached hereto as **Attachment B**. The Sub-Recipient agrees to perform this work in accordance with the Application, the Program Management Plan

("PMP") attached hereto as **Attachment C**, and Scope of Work and in compliance with all federal, state, and local requirements, including but not limited to those referenced herein, and incorporated herein by reference. Work assignments must be consistent with task descriptions, objectives and expected deliverables (work products) specified in the project application process and consistent with the PMP.

2. Project Cost: The total estimated cost of the project is \$200,000. This amount is based upon the estimate summarized in **Exhibit "1"** attached hereto and by reference made a part hereof this Agreement. The Sub-Recipient agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.
3. Funding:
 - a) The FTA determines the total amount of Section 5316 (JARC) funds available to StarMetro on an annual basis.
 - b) The portion of these funds to be passed through to the Sub-Recipient is determined annually through the City's competitive selection process (that includes protest provisions in Section 318 of its procurement procedures). The total amount of funds to be reimbursed to the Sub-Recipient shall not exceed the amount awarded as reflected in the Application.
 - c) The Sub-Recipient is required to provide local matching funds as specified by the PMP in order to receive the Sections 5316 (JARC) and reimbursement funds. The amount of the local match shall be as provided on page 40 of Gadsden County's FY 2013 Budget.
 - d) The Sub-Recipient shall submit requests for reimbursement on a quarterly basis to StarMetro and the requests shall include all documentation, reports and statements as required herein and by the Section 5316 (JARC) program.
 - e) Upon StarMetro's review and approval of the Sub-Recipient's request for reimbursement, StarMetro shall reimburse the Sub-Recipient and request funds from the FTA.
4. Records and Reporting. The Sub-Recipient shall maintain accounting records and all other documents in full compliance with the provisions of this Section and shall also maintain all other documents necessary for federal and state audit purposes.
 - 4.1. Accounting.

- a) A separate account should be established for the Section 5316 (JARC) program for local match and reimbursement funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, as approved by FDOT and USDOT in Attachment G of the Office of Management and Budget (OMB) Circular A-102 (**Attachment D**) which outlines standards for grantee financial management systems.
- b) If the Sub-Recipient is a public agency as defined in Section 163.01(3)(b), F.S. and in the event the Sub-Recipient expends less than \$500,000 in a year from City, State or federal grant funds, the Sub-Recipient is exempt from City audit requirements for that year. If the Sub-Recipient expends \$500,000 or more in a fiscal year from City, State, or federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Sub-Recipient shall provide the StarMetro and the City Auditor, for their review, a copy of any audit received as a result of the organization policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to StarMetro and the City Auditor within 30 days of receipt of each issued report.

4.2. Reimbursement Requests

The Sub-Recipient shall submit an invoice and appropriate documentation and reports to StarMetro within fifteen (15) working days after the end of the quarter for funds expended during the subject period. The invoice should include an attached quarterly expenditure report by work task. Identification of expenditures by work task shall include detailed evaluation of work accomplishments and work products and deliverables.

4.3 Quarterly Progress Report

The Sub-Recipient shall submit quarterly progress reports to StarMetro within fifteen (15) working days after the end of each quarter. The quarterly progress report should

include a brief narrative report of transportation planning work accomplished by the Sub-Recipient and any sub-contractor. The quarterly progress report shall be included with the invoice and expenditures report.

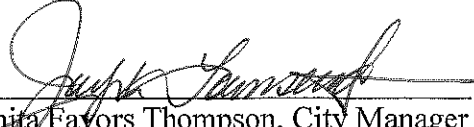
5. Personnel. StarMetro shall assign oversight personnel and the Sub-Recipient shall assign personnel as necessary to carry out the responsibilities of StarMetro and the Sub-Recipient respectively, under this Agreement.
6. Subcontractors. The Sub-Recipient shall comply with the third party contracting requirements as outlined in FTA Circular 4220.1F (**Attachment E**), which is attached hereto and incorporated herein and made part of this Agreement. The Sub-Recipient shall comply with the subcontracting provisions contained in the Federal-Aid Policy Guide, Part 172, (**Attachment F**) and additions or amendments thereto.
7. Indemnification.
 - (a) Unless Sub-Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Sub-Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of City but is an independent contractor.
 - (b) If Sub-Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Sub-Recipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against City and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by City or any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of City but is an independent contractor.

8. Term. The term of this Agreement shall begin on _____, 2013 and expire on _____, 2015, or at such earlier time as the grant funds are no longer available or the parties terminate the Agreement as provided herein. Any extension of this term shall be at the sole discretion of the City and shall require an amendment as provided herein.
9. Amendments. This Agreement may be amended by mutual agreement of the City and the Sub-Recipient at any time by execution of a written agreement.
10. Termination. Either party may terminate this Agreement by providing ninety (90) days prior written notice to other party. If the termination date does not coincide with the end of a quarterly reimbursement period, the City shall reimburse the Sub-Recipient for the amount of its costs incurred and requested, as provided herein, prior to the termination date.
11. Assignment and Binding Effect: The Sub-Recipient shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the City.
12. Equal Employment Opportunity: The Sub-Recipient shall not discriminate, directly or indirectly, against any employee or applicant for employment on the basis of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Sub-Recipient shall incorporate this provision in all subcontracts for services provided under this Agreement
13. Headings. All headings that appear as section numbers in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Agreement.
14. Entire Agreement. This Agreement, together with the Application (**Attachment A**), the Scope of Work (**Attachment B**), PMP (**Attachment C**), OMB Circular A-102


(Attachment D), FTA Circular 4220.1F **(Attachment E)** and Federal-Aid Policy Guide, Part 172, **(Attachment F)** represents the entire and integrated agreement between the City and the Sub-Recipient.

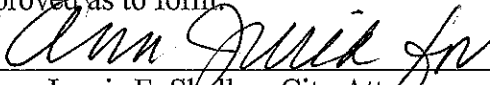
City and the Sub-Recipient have each authorized this Agreement to be duly executed under seal.

CITY: City of Tallahassee, a Florida municipal corporation

By: 
Anita Favors Thompson, City Manager

Print Name: _____

ATTEST:

James O. Cooke, IV, Treasurer- Clerk

Approved as to form:

Lewis E. Shelley, City Attorney

SUBRECIPIENT: Gadsden County Board of County Commissioners,

By: _____
Douglas Croley, Chairperson

Print Name: _____

ATTEST:

Nicholas Thomas, Clerk of Court

Approved as to form:

Deborah S. Minnis, County Attorney

EXHIBIT "1"
PROJECT BUDGET

This exhibit forms an integral part of the Joint Participation Agreement between the
CITY OF TALLAHASSEE and GADSDEN COUNTY BOARD OF COUNTY
COMMISSIONERS.

PROJECTED ESTIMATED AND PROGRAMMED BUDGET

I. Project Cost: \$200,000

Total Project Cost:	\$200,000
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II. Participation:

Maximum Federal Participation (FTA)

JARC	\$100,000
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Local Participation

In-Kind	\$0
---------	-----

Cash	Local	\$100,000
------	-------	-----------

Other	\$0
-------	-----

Total Project Cost:	\$200,000
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Gadsden County BOCC Budget Amendment Form

Date: 3/19/2013
 Fiscal Year: FY 2013
 Department: General Fund Feb FY13
 Agenda Item: Reallocate funds for Gadsden Express grant

Intra-departmental
 BOCC Motion
 BOCC Resolution
 BOCC Public Hearing

Revenue						
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
#1 Subtotal				0	0.00	

Expenditure						
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
001	0077	53400	Other Contractual Services	100,000	(100,000)	
001	9001	59106	Transfer to Grant Fund	-	100,000	100,000
#2 Subtotal				100,000	-	100,000

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)

Notes

Reallocate funds for Gadsden Express grant

Approved By:

Budget Director
 County Manager




Posting

Finance Director
 Date

Gadsden County BOCC Budget Amendment Form

Date: 3/19/2013
 Fiscal Year: FY 2013
 Department: Fund 148 - Big Bend Transit
 Agenda Item: Reallocate funds for Gadsden Express grant

Intra-departmental
 BOCC Motion
 BOCC Resolution
 BOCC Public Hearing

Revenue						
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
148		3811000	Transfer from General Fund	-	100,000	100,000
#1 Subtotal				0	100,000	100,000

Expenditure						
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
148	1248	53400	Other Contractual Services	0	100,000	100,000
#2 Subtotal				-	100,000	100,000

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)

Notes

Reallocate funds for Gadsden Express grant

Approved By:

Budget Director
 County Manager

JP
RP

Posting

Finance Director
 Date

RESOLUTION NO. 2013 – 006

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2012-2013 Budget; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Gadsden County, Florida, hereby amends the budget as reflected on the Budget Amendments #130016 and #130017, attached hereto.

Adopted this 19th day of March, 2013.

Board of County Commissioners
Gadsden County, Florida

Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 07, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Anthony Matheny, Planning and Community Development
Management Director

Subject: Approval of Amendment #3 to the Contract Between Gadsden County and Big Bend Transit to Provide for the Continuation of Gadsden Express Services for Twenty-Six (26) Months and for the Chairman to Execute the Agreement

Statement of Issue:

The Board is asked to approve, and for the Chairman to execute, an amendment to extend the current Big Bend Transit Gadsden Express Service Contract for an additional twenty-six (26) months beginning March 01, 2013 and ending April 30, 2015.

Background:

On July 15, 2008, the Gadsden County Board of County Commissioners (Board) approved a Public Transportation Joint Participation Agreement between the State of Florida, Department of Transportation, and Gadsden County for Fiscal Year 2007-08 in the amount of one hundred thirty thousand dollars (\$130,000.00). A federal grant through StarMetro, Tallahassee's transit provider, in the amount of one hundred thirty thousand dollars (\$130,000.00) was also awarded to Gadsden County for this project. Therefore, the total amount of this project is two hundred sixty thousand dollars (\$260,000.00). The Gadsden Express provides an express bus service to and from Gadsden County to the central bus terminal in Tallahassee with limited stops along the way.

On June 16, 2009, after a competitive bid process and subsequent Board approval, a contract for services was entered into between the County and Big Bend Transit (BBT) to provide the express bus service. The contract amount for two years is one hundred eighty-five thousand seven hundred sixty dollars (\$185,760.00).

An amendment to the Big Bend Transit contract was approved by the Board in March of 2012 which ensured that the Gadsden Express bus service continued for an additional

eleven (11) months through February of 2013. As of February 28, 2013, FTA and FDOT funding had been fully exhausted.

The Service Contract also states that “the Agreement may be extended for an additional year but only by Mutual agreement and written consent by both parties via a supplemental agreement setting forth specific new or additional deliverables for the next year.”

Gadsden Express ridership has remained steady, averaging more than 300 riders a day.

Fiscal Analysis:

The cost for the Gadsden Express service is \$201,240 for an additional twenty-six (26) months of service (\$7,740 per month x 26 months = \$201,240). One half of Gadsden Express funding is provided by a Federal Transit Administration (FTA) Job Access Reverse Commute (JARC) grant and the other half is comprised of County matching funds.

Options:

1. Approve Amendment #3 to the original services contract with Big Bend Transit to provide an additional twenty-six (26) months (March 01, 2013 through April 30, 2015) of Gadsden Express bus service and for the Chairman to execute.
2. Deny Amendment #3 to the original services contract with Big Bend Transit to provide an additional twenty-six (26) months (March 01, 2013 through April 30, 2015) of Gadsden Express bus service and for the Chairman to execute.
3. Board Discretion.

County Administrator's Recommendation:

Option #1.

Attachments:

1. Amendment #3 to Big Bend Transit/Gadsden County Gadsden Express Services Contract Agreement
2. Amendment #3 to Big Bend Transit/Gadsden County Gadsden Express Deliverables/Payment Schedule

³
**AMENDMENT NUMBER 2 - TO THE AGREEMENT BETWEEN GADSDEN COUNTY
AND BIG BEND TRANSIT INC. FOR GADSDEN EXPRESS BUS SERVICE**

Amendment Number ^{Three 3} ~~Two 2~~ dated March 1, 2013, hereby amends the original agreement (Agreement) between Gadsden County (County) and Big Bend Transit Inc., for Gadsden Express bus service dated 7/7/2009 and which actually began service on March 1, 2013. Therefore, it is mutually agreed that the original services contract is amended to state the following:

Gadsden Express bus service will continue without interruption for an additional Twenty Six (26) month period beginning March 1, 2013 and ending on April 31, 2015 at a cost of \$7,740 per month for a total of \$201,240. All other terms of service as stated in the original services agreement; scope of services and in any subsequent Amendments will not change.

Gadsden County

By: _____

Title: _____

Date: _____

Attest: _____

Big Bend Transit, Inc.

By: [Signature]

Title: General Manager

Date: 3/1/13

Amendment ³/₂

Exhibit B

Schedule of Deliverables/Payment Schedule

Professional Service Contract with Big Bend Transit, Inc.

The Contractor shall submit its monthly Transportation Service Summary to the County at the following address: Gadsden County Board of County Commissioners, Attn.: Community Development Department, P.O. Box 1799, Quincy, Florida 32353-1799.

The monthly summary shall be reviewed by staff, and upon approval, payment shall be processed and remitted within thirty (30) days of receipt by the County. Payment shall be based upon the following monthly deliverables and payment schedule based upon \$201,240 for Twenty Six (26) months:

<u>Payment #</u>	<u>Transit Service Dates</u>	<u>Deliverable to County</u>	<u>Payment</u>	<u>Contract Balance</u>
1.	March 1-30, 2013	Service Summary	\$7,740.00	\$193,500
2.	April 1-30, 2013	Service Summary	\$7,740.00	\$185,760
3.	May 1-31, 2013	Service Summary	\$7,740.00	\$178,020
4.	June 1-30, 2013	Service Summary	\$7,740.00	\$170,280
5.	July 1-31, 2013	Service Summary	\$7,740.00	\$162,540
6.	August 1-31, 2013	Service Summary	\$7,740.00	\$154,800
7.	September 1-30, 2013	Service Summary	\$7,740.00	\$147,060
8.	October 1-31, 2013	Service Summary	\$7,740.00	\$139,320
9.	November 1-30, 2013	Service Summary	\$7,740.00	\$131,580
10.	December 1-31, 2013	Service Summary	\$7,740.00	\$123,840
11.	January 1-31, 2014	Service Summary	\$7,740.00	\$116,100
12.	February 1-28, 2014	Service Summary	\$7,740.00	\$108,360
13.	March 1-31, 2014	Service Summary	\$7,740.00	\$100,620
14.	April 1-30, 2014	Service Summary	\$7,740.00	\$92,880
15.	May 1-31, 2014	Service Summary	\$7,740.00	\$85,140

(Continue From Page 1)

16.	June 1-30, 2014	Service Summary	\$7,740.00	\$77,400
17.	July 1-31, 2014	Service Summary	\$7,740.00	\$69,660
18.	August 1-31, 2014	Service Summary	\$7,740.00	\$61,920
19.	September 1-30, 2014	Service Summary	\$7,740.00	\$54,180
20.	October 1-31, 2014	Service Summary	\$7,740.00	\$46,440
21.	November 1-30, 2014	Service Summary	\$7,740.00	\$38,700
22.	December 1-31, 2014	Service Summary	\$7,740.00	\$30,960
23.	January 1-31, 2015	Service Summary	\$7,740.00	\$23,220
24.	February 1-28, 2015	Service Summary	\$7,740.00	\$15,480
25.	March 1-31, 2015	Service Summary	\$7,740.00	\$7,740
26.	April 1-30, 2015	Service Summary	\$7,740.00	\$0

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 6, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Approval to Sell an Anesthesia Machine to Tallahassee Memorial Healthcare (TMH)

Statement of Issue:

This agenda item seeks Board approval to sell a 1996 Ohmeda Excel 210 SE Anesthesia Machine to Tallahassee Memorial Healthcare.

Background:

For the last several years, the County has leased an anesthesia machine to Tallahassee Memorial Healthcare. This machine was left behind when the hospital closed. The lease was between the County and Tallahassee Memorial Healthcare. Tallahassee Memorial has paid \$200 per month to lease the equipment. The current lease expired on February 28, 2013. Rather than renew the lease, TMH has expressed a desire to purchase the equipment.

Analysis:

This matter basically seeks approval to sell the equipment to Tallahassee Memorial Healthcare for \$2400. Staff thinks that this is a fair market price for the machine, especially due to the fact that neither the County, nor Capital Regional Medical Center has any use for the used machine.

The Board requested additional information at the March 5th meeting in reference to the fair market value of the anesthesia machine. Due to the age of the machine, we could not find a value for a 1996 model, however staff has attached the cost of later model refurbished machines. Based upon our research, staff feels that the \$2400 being offered for the anesthesia machine is a fair price. TMH has leased the machine for over three years and has already paid the County over \$7,000 through the lease. Staff recommends Board approval of the sale of the anesthesia machine.

Fiscal Impact:

If the sale is approved, the Board will gain \$2400.00 in revenue.

Options:

1. Approve the sale of the Anesthesia Machine to Tallahassee Memorial Healthcare.
2. Do not approve the sale of the equipment and list on eBay.
3. Board Direction.

County Administrator's Recommendation:

Option 1:

Attachment:

1. Bill of Sale
2. Property Disposal Record
3. Quotes for refurbished Anesthesia Machines

STATE OF FLORIDA
COUNTY OF GADSDEN

BILL OF SALE

FOR AND IN CONSIDERATION OF the sum of \$2,400.00 U.S. Dollars, inclusive with all sales tax, paid by Cash, the receipt of which is hereby acknowledged, Gadsden County Board of County Commissioners (the "Seller") of 5 B E. Jefferson Street, Quincy, FL 32351, **DOES HEREBY SELL, ASSIGN, AND TRANSFER** to Tallahassee Memorial Hospital (the "Buyer") of 1300 Miccosukee Road, Tallahassee, FL 32308, the following described property (the "Property"):

Anesthesia Machine
Model description: Excel 210 FE
Make: OHMEDA
Serial Number: AMAZ00686

The Property is being sold on an "AS IS" basis and the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the Property. However, the Seller's above warranty disclaimer does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Property.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on this _____ day of _____, 2013.

Seller

Buyer

GADSDEN COUNTY

PROPERTY DISPOSAL RECORD

Property Number: H8778

Description : Anesthesia Machine

Make: Excel 210 FE

Model: OHMEDA

Serial Number: AMAZ00686

Location: 23186 Blue Star Highway, Quincy, FL

Department Number/Name: Capital Regional Medical Center Gadsden Campus

Method of Disposal : Sold to Tallahassee Memorial Hospital

Please provide any and all back-up documentation for the above request.: see attached.

Date Asset entered Warehouse:

By:

Initial Cost: Unknown

Current Value:

Approval and Sign Off

Department Director:

Date:

Purchasing Director:

Date:

Entry Operator:

Date:

DATEX OHMEDA EXCEL 210 SE ANESTHESIA MACHINE | eBay

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


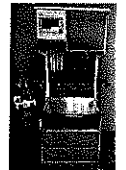








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50 items found similar to 'DATEX OHMEDA EXCEL 210 SE ANESTHESIA MACHINE'

View as:

			Price
	Datex Ohmeda Anesthesia Machine Excel 210 SE 7900 Ventili...		Buy it now or Best offer \$2,999.00
	Datex Ohmeda 210 SE Anesthesia Machine		Buy it now or Best offer \$2,495.00
	Ohmeda Excel 210 SE Anesthesia Machine		0 Bids \$2,500.00
	Ohmeda Excel 210 SE Anesthesia Machine - with 7900 Smar...		Buy it now or Best offer \$4,750.00
	Datex Ohmeda Modulus SE Anesthesia Machine w/ Isotec 4		Buy it now or Best offer \$3,650.00
	Ohmeda Excel 210 SE Anesthesia Machine W/Ohmeda 7800 V...		Buy it now or Best offer \$2,950.00
	Ohmeda Excel 210SE Anesthesia Machine with 7800 Ventila...		Buy it now or Best offer \$4,200.00
	Datex Ohmeda Modulus SE Anesthesia Machine (PARTS)		Buy it now or Best offer \$585.00
	Datex Ohmeda Modulus SE Anesthesia Machine w/ Isotec 5		Buy it now or Best offer \$3,650.00
	Datex Ohmeda Excel 210 SE w/ 7800 vent		Buy it now or Best offer \$2,899.99

11-5

3/6/2013

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 6, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Discussion of Soliciting Request for Proposals for Legal,
Engineering and Auditing Services

Statement of Issue:

This agenda item is presented for Board discussion and direction concerning solicitation of request for proposals for Legal, Engineering and Auditing Services.

Background:

At a previous meeting, the Board indicated a desire to solicit RFP's for the above mentioned major services.

On January 15, 2013, the Board approved the renewal of the Auditing Services contract for another year. The services are for the fiscal year ending September 30, 2013.

On July 5, 2011, the Board approved the renewal of the Legal Services contract for a period of three additional years from 6/2011 thru 5/2014.

On July 5, 2011, the Board also approved the renewal of the Engineering Services contract for a period of three additional years from 7/2011 thru 6/2014.

Analysis:

Staff request directions on how to proceed with the aforementioned proposed solicitations. As noted in the background, all contracts have additional time remaining on the current terms. Staff would request that the auditing services contract be allowed to remain as is since we are currently working in fiscal year 2013. We were anticipating bidding those services at the end of the fiscal year 2013 audit.

The soliciting of RFP's for both Legal and Engineering services will require a considerable amount of time. Therefore, it is imperative that staff has specific

instructions concerning the Boards desire to move forward with these projects. Staff would request that we are allowed to solicit each of these services individually at different periods of time and not simultaneously in order to allow sufficient time to adequately evaluate the RFP's and make a presentation to the Board for approval. The Board should also keep in mind that a transition period will need to be allowed if the current vendors are replaced.

Fiscal Impact:

Cost to advertise the RFP's. A specific dollar amount can't be provided at this time.

Options:

1. Board Direction

County Administrator's Recommendation:

Option 1: Board Direction

Board of County Commissioners

Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 4, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Charles Chapman, Director, Public Works

Subject: Approval of Joint Participation Agreement for Gateway Signage and Landscaping Project.

Statement of Issue:

This item seeks Board approval to execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) initiative to beautify Gadsden County.

Background:

The Tourism Development Council embarked on an initiative in 2009-2010 to apply for funds to design gateways and landscaping into Gadsden County. Most arterial roadways flowing through Gadsden County FDOT maintained roads.

As such, application was made to FDOT for funding assistance with design and construction of the gateway and landscaping projects.

FDOT has funded this request.

Analysis:

The Joint Participation Agreement (JPA) funds this project under the title of Gateway Signage and Landscaping Project on U.S. 27, S.R. 267, U.S. 90, C.R. 270A and S.R. 65 in Gadsden County, Florida. The funding for the construction is \$142,866.00.

Deadline for the grant are as follows

Construction to be completed by June 30, 2014

Fiscal Impact:

The JPA Grant Award is for \$142,866.00. Gadsden County will enter into a JPA agreement with FDOT to release the funds for the project.

Options:

1. Approve the Joint Participation Agreement for Gateway Signage and Landscaping project and Authorize the Chairperson to Execute all Documents.
2. Do Not Approve
3. Provide other direction.

County Administrator's Recommendation:

1. JPA Grant Award Agreement (5 Copies)
2. Resolution (5 Copies)

Financial Project No.: 42810125801

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

This Agreement is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, "**DEPARTMENT**," and **GADSDEN COUNTY**, "**COUNTY**."

1. The **DEPARTMENT** has the authority, under Section 334.044(26), Florida Statutes, to enter into this Agreement; and
2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and
3. The **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and
4. The **DEPARTMENT** shall reimburse the **COUNTY** for direct costs under FP ID: **42810125801** for costs directly related to **Gadsden County gateway signage and landscaping**, hereinafter referred to as the "**PROJECT**"; and
5. The **COUNTY** has authorized the Mayor or COUNTY Official to enter into this Agreement;

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

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7-SERVICES AND PERFORMANCE

A. The **COUNTY** shall furnish the services with which to undertake and complete the **PROJECT**. Said **PROJECT** consists of **Gadsden County gateway signage, landscaping, irrigation and other related materials to establish and maintain the project**, as further described in Exhibit A (Scope of Services), attached hereto and made a part hereof.

B. The **COUNTY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications. The **COUNTY** shall take the necessary steps to insure the **PROJECT** is completed within state or **COUNTY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **COUNTY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The parties agree that this Agreement shall act as the **COUNTY'S** permit from the **DEPARTMENT** to perform the **PROJECT**. However, if the **PROJECT** requires bore work to be performed, the **COUNTY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

ii). The **COUNTY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

C. Upon completion of the **PROJECT**, the appropriate **COUNTY** representative shall certify to the **DEPARTMENT** the project has been completed in accordance with the "Project Concept Report" (if applicable) and project plans and specifications.

D. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **COUNTY** and of the details thereof. Therefore, the **COUNTY** shall provide a monthly report to the **DEPARTMENT** project manager.

E. If the **COUNTY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

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

G. The **COUNTY** shall have sole responsibility for maintaining the subject landscaping according to state standards, as well as stipulations outlined in Exhibit "B" both during and after completion of the **PROJECT**.

H. The **COUNTY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **COUNTY** during the term of the contract; and

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

8-TERM

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

i). The **PROJECT** is to be completed on or before June 30, 2014.

B. This Agreement shall not be renewed. This Agreement shall expire on the date of which the **PROJECT** is to be completed unless the **COUNTY** submits a written request for an extension of time and the **DEPARTMENT's** District Secretary or Designee grants a written extension prior to expiration of the Agreement.

9-COMPENSATION AND PAYMENT

A. i) The **DEPARTMENT** shall reimburse the **COUNTY** for direct costs of the **PROJECT**. The parties agree that **DEPARTMENT's** maximum participation is **ONE HUNDRED FORTY TWO THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS (\$142,866.00)**. Any additional costs, such as design of the project or other items not covered by this Agreement, shall be the **COUNTY's** sole responsibility.

ii) The **COUNTY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to Production Management, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **COUNTY** upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **COUNTY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **COUNTY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services and Project Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **COUNTY** and must also establish that the required minimum level of service to be performed as specified in Section 7.B. was met, and that the criteria for evaluating successful completion as specified in Section 7.B. was met.

vi) The **COUNTY** may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **COUNTY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **COUNTY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **COUNTY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY's** general accounting records and the project records, together with supporting documents and records of the **COUNTY** and all subcontractors performing work on the project, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10 – TERMINATION AND DEFAULT

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

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

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

D. If the Agreement is terminated before performance is completed, the **COUNTY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **COUNTY**.

11 – MISCELLANEOUS

A. Participants (in this document identified as **COUNTY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices which have to be returned to a **COUNTY** because of **COUNTY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

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

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

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

G. The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **COUNTY** notice regarding such removal, relocation or adjustment and the **COUNTY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **COUNTY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **COUNTY** removes a **PROJECT** pursuant to this Agreement, the **COUNTY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

J. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real

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

K. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL 32428

COUNTY

12 - The administration of resources awarded by the **DEPARTMENT** to the **COUNTY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

MONITORING

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

Audits

PART I: FEDERALLY FUNDED – NOT APPLICABLE TO THIS AGREEMENT

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB circular A-133, as revised. EXHIBIT 1 to this Agreement indicated Federal resources awarded through the **DEPARTMENT** by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the **DEPARTMENT**. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from Non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal Agency.

PART II: STATE FUNDED THIS IS A STATE FUNDED PROJECT (CFSA 55.023)

Recipients of state funds (i.e. a non-state entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and

Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to the Agreement indicates state financial assistance awarded through the **DEPARTMENT** by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT**, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the **DEPARTMENT** to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by PART I of this Agreement shall be submitted, when Required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The **DEPARTMENT** at each of the following addresses:

Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL, 32428

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the Number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as Revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the **DEPARTMENT** for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL, 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the **DEPARTMENT** at the following address:

Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL, 32428

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The **DEPARTMENT** at the following address:

Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL, 32428

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The **DEPARTMENT** at the following address:

Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL, 32428

5. Any reports, management letter, or other information required to be submitted to the **DEPARTMENT** pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental Entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the **DEPARTMENT**, or its designee, CFO, or Auditor General access to such records upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the **DEPARTMENT**.

IN WITNESS WHEREOF, the **COUNTY** has caused this Agreement to be executed in its behalf this ____ day of _____, 2012, by the COUNTY Official, authorized to enter into and execute same by the COUNTY Council by Resolution Number _____ of the Council on the ____ day of _____, 2012, and the **DEPARTMENT** has executed this Agreement through its Director of Transportation Development for District Three, Florida Department of Transportation, on the date set forth below.

GADSDEN COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
TITLE: _____

COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DIRECTOR OF
TRANSPORTATION
DEVELOPMENT
DATE: _____

LEGAL REVIEW:

OFFICE OF GENERAL COUNSEL

Exhibit A
SCOPE OF SERVICES
FP ID: 428101-2-58-01

SECTION 329310 – SEEDING NATIVE WILDFLOWERS & GRASSES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Ecologically and economically sustainable site design promotes the use of native, well adapted native wildflower and grass species that stabilize and bind the soil, and is aesthetically pleasing. Maintenance is reduced and due to the nature of these plantings, the need for mowing is reduced.

B. Conservation and protection of the natural resources at the site are important. Any disturbance of natural resources occurring during site preparation, seeding or management operations should be kept to a minimum.

C. Installation of a Gadsden County gateway sign and sustainable stands of native wildflowers and/or grasses shall be installed at the Gadsden County Gateways listed below unless otherwise noted. At all sites, there shall be a 6-ft wide safety strip immediately adjacent to the edge of pavement; the safety strip shall be maintained using the normal mowing regime appropriate for that highway. Wildflower plantings will begin at the edge of the safety strip, unless otherwise noted.

1. Gateway 1 – SR 65 (Hosford Highway) at SR 12 (Greensboro Road); triangular area between SR 65 and SR 12 (milepost 10.517 to miles post 10.587). No gateway sign.

2. Gateways 2, 3 – I-10 interchange at CR 270A (Flat Creek Road); four triangular infields between the on and off ramps, two each on the north (Gateway 2) and south (Gateway 3) sides of I-10 (milepost 1.164 to milepost 1.200 and milepost 1.379 to milepost 1.411).

3. Gateway 4 – SR 65 (Hosford Highway), just north of Liberty County line; approximately 850 lf along the west side of SR 65 in either direction of the blue marker; wildflower planting to begin at western edge of concrete swale (milepost 0.740 to milepost 0.910).

4. Gateway 5 – US 27 (Florida Georgia Highway), just north of Leon County line; approximately 700 lf of the median (milepost 15.220 to milepost 15.375).

5. Gateway 6 – US 90 (Bluestar Highway), just west of Leon County line; approximately 500 lf of the median (milepost 13.118 to milepost 13.428).

6. Gateway 7 – SR 267 (Pat Thomas Highway), just north of Liberty County line; approximately 300 lf along the west side of the roadway; wildflower planting to begin at the edge of the woodland and proceed east for approximately 15 ft (milepost 0.014 to milepost 1.136).

7. Gateway 8 – CR 270, just north of US 90 and Midway City Hall; approximately 800 lf along the west side of the roadway (milepost 5.155 to milepost 5.325). No gateway sign.

D. Except where noted, all native wildflower and grass seed shall be procured based on their Latin name. Ecotypes from the south are preferred: Florida, Georgia, Alabama, and South Carolina, in that order.

E. Site preparation shall be in compliance with all local, state, and federal ordinances, rules, regulations, and laws regarding soil profile, soil components, slope stability, erosion control, runoff, soil percolation rates, etc.

F. Furnish all labor, materials, and equipment necessary for: gateway sign production/installation, seedbed preparation; installation and establishment of native wildflower/grass species in the locations indicated on the drawings or as discussed with the landscape architect; and related work specified herein.

G. All pesticides shall be 1) registered for use in the State of Florida, 2) used in accordance with label directions, including reentry time requirements and the use of personal protective equipment, and 3) applied by an appropriately certified pesticide applicator.

1.02 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. DEPARTMENT OF AGRICULTURE (USDA) AMS SEED ACT (1995) Federal. See Act Regulations Part 201

FLORIDA SEED LAW. See Chapter 578; See Rule Chapter 5E-4

NOXIOUS WEEDS:

FLORIDA STATE-LISTED.

<http://plants.usda.gov/java/noxious?rptType=State&statefips=12>

DISPOSAL. See Chapter 5B-57

ORGANO-AUXIN RULE. See Chapter 5E-2.033

1.03 SUBMITTALS

A. Submit in accordance with FDOT / Gadsden County submittal requirements:

1. Certification of Seed

- a. Vendor's certification for each seed mixture required, stating Latin name, percentages of purity, germination, and weed seed for each seed species or mix. Seed bag tag and weights per bag with copies of invoices.
- b. Proposed source (supplier) of all native wildflower and grass seed, which shall indicate the ecotype (see Section 2.01.A).

B. Site Preparation Schedule: Proposed preparation schedule showing scheduled dates for preparing each of the wildflower sites at the Gateway sites, in accordance with Sections 3.01-3.03. Coordinate as required with Gadsden County Public Works and/or the Florida Dept. of Transportation Maintenance District 3. Deviations from specifications in Sections 3.01-3.03 shall be approved by the appropriate agency and OecoHort, LLC

C. Planting Schedule: Proposed seeding schedule showing scheduled dates for seeding each of the wildflower plantings at the Gateway sites, in accordance with Section 3.04. Coordinate as required with Gadsden County Public Works and/or the Florida Dept. of Transportation Maintenance District 3. Deviations from specifications in Section 3.04 shall be approved by the appropriate agency and OecoHort, LLC.

D. Maintenance Instructions: Proposed maintenance schedule for each of the wildflower plantings Gateway sites for two (2) full years, in accordance with Section 3.05. Coordinate as required with Gadsden County Public Works and/or the Florida Dept. of Transportation Maintenance District 3. Deviations from specifications in Section 3.05 shall be approved by the appropriate agency and OecoHort, LLC.

1.04 QUALITY ASSURANCE

A. General

1. Contractor: A single licensed firm specializing in all aspects of establishing and managing native wildflower and grass plantings by seed, and has a minimum of 5 years of experience in establishing and managing roadside stands of native wildflowers as specified herein.

2. Provide seed mixture in containers showing percentage of seed mix, year of harvest, net weight, date of packaging, and location of packaging. Containers shall be shipped with certificates of inspection as required by governmental authorities.

3. Furnish seed label in accordance with the requirements of Federal and Florida statutes and regulations governing seed labeling: such resulting requirements include but are not limited to: Federal Seed Act and Amendments, rules and regulations established by the US Department of Agriculture, Florida Seed Law, and all resulting regulations or restrictions established by other authorized entities.

4. Ensure the seed mix and its application comply with the requirements of all other Federal and Florida statutes and regulations governing seeds, plants, and weeds: these requirements include but are not limited to: the Noxious Weed Control Act and all rules, regulations, or control measures.

5. Do not make substitutions for specified materials. If specified materials are not available, submit proposal for use of substitute material. All substitutions shall be approved by the appropriate agency (Gadsden County Public Works and/or the Florida Dept. of Transportation Maintenance District 3) and OecoHort, LLC.

1.05 DELIVERY, STORAGE AND HANDLING

A. Transportation of seed (see Section 2.02) and pine straw (See Section 2.03) shall comply with all federal and state regulations.

B. Seed delivered to the contractor shall be stored in an airtight container and indoors in a location away from direct sun; indoor temperature shall not exceed 75°F.

C. Pine straw shall be stored in a location where it will not get wet.

1.06 JOB CONDITIONS

A. The Contractor shall provide and maintain all necessary safeguards for protection of the public, including strict adherence to any applicable rules and regulations of Gadsden County Public Works and the Florida Dept. of Transportation. The Contractor shall be held responsible for any damage or injury to person or property that may occur as a result of negligence in execution of the work specified herein.

B. Seed shall not be applied manually or by rotary spreader if wind speed is greater than 7 mph.

1.07 PROTECTION OF SEEDED AREAS

A. All wildflower sites shall be protected from damage or disturbance once site preparation has commenced (See Sections 3.01-3.08).

1.08 PLANTING SEASON

- A. For wildflower sites at Gateways 5 and 6, seed shall be planted between 22 September and 15 October.
- B. For wildflower sites at Gateways 1, 2, 3, 4, 7 and 8, seed shall be planted between 1 October and 15 October.

PART 2 – PRODUCTS

2.01 MANUFACTURER'S

A. Native Wildflowers and Grasses – Based upon availability, all wildflower and grass seed* shall be purchased from suppliers in the following order: Florida Wildflower Seed and Plant Growers Association; Southern Habitats c/o Sandy Ford Restorations, LLC; Ernst Conservation Seeds, Roundstone Native Seed, LLC. Pre-ordering of seed is strongly encouraged.

**All seed packets as well as the Florida Upland Meadow Mix shall be purchased from the Florida Wildflower Seed and Plant Growers Association.*

B. Supplier exception: Upon approval by the appropriate agency (Gadsden County Public Works; Florida Dept. of Transportation Maintenance District 3) and OecoHort, LLC, the Contractor will be allowed to provide seed that they harvested. Such species shall be ecologically appropriate for the specific planting site, harvested in Florida, and seed shall be in accordance with state and federal noxious weed laws and regulations (See Section 1.02). The Contractor shall apply such seed at a rate to ensure that emergence of the seeded species within 6 months after seeding will be an average of at least 1 plant per square foot in a mixed species planting, or an average of at least 10 plants per square foot in a monoculture. The price per pound of such seed shall not exceed the average price per pound of seed of species from the suppliers listed in Section 2.01.A. If such species are not listed by any of the suppliers in Section 2.01.A (requires written verification from the suppliers), the price per pound shall not exceed the highest price per pound of seed purchased from any of the suppliers listed in Section 2.01.A.

2.02 SEED MATERIAL

- A. Seed shall comply with Florida State Seed Law tolerances for purity and germination. Seed testing shall be conducted by a laboratory certified by the Association of Official Seed Analysts.

- 1. Native Wildflower and Grass Seed

When possible, have supplier pre-mix seed prior to shipping.

- a. Gateway 1

Coreopsis lanceolata
Eragrostis spectabilis
Gaillardia pulchella
Phlox drummondii
Rudbeckia hirta
Trifolium reflexum

b. Gateways 2, 3

Coreopsis basalis
Gaillardia pulchella
Phlox drummondii

c. Gateway 4

Baptisia alba
Chamaecrista fasciculata
Coreopsis lanceolata
Dalea pinnata
Eragrostis spectabilis
Liatris gracilis
Liatris tenuifolia
Mimosa strigillosa
Pityopsis graminifolia

d. Gateways 5, 6

Coreopsis basalis **OR**
Coreopsis basalis + *Phlox drummondii*

e. Gateways 7, 8

Florida Upland Meadow Mix
Chamaecrista fasciculata
Coreopsis lanceolata
Liatris gracilis
Liatris tenuifolia
Mimosa strigillosa
Monarda punctata
Pityopsis graminifolia
Rudbeckia hirta
Silphium asteriscus
Tradescantia ohiensis
Vernonia angustifolia

Contractor shall furnish certification showing origin of all seed and pure live seed (PLS; purity times percent germination). Each bag of seed shall be tagged and sealed by the seed dealer in accordance with the Florida Department of Agriculture Consumer Services (FDACS) or other local certification authority within the state of origin. The label shall indicate analysis of seed and date of analysis, which shall not be more than 9 months prior to delivery date. Seed may be pre-mixed by the seed dealer and appropriate data indicated on the bag label for each species or mixture of species.

B. Seed, which has become wet, musty or otherwise damaged in transit or storage will not be acceptable.

C. The seeding rate of each seed type shall be as follows:

1. Gateway 1 – Total weight of seed applied shall be 5.5 to 7.0 oz per 1000 sf (not including seed packets)

<i>Coreopsis lanceolata</i>	2.0 to 3.5 oz per 1000 sf
<i>Gaillardia pulchella</i>	Up to 2.0 oz per 1000 sf
<i>Phlox drummondii</i>	Up to 3.0 oz per 1000 sf
<i>Rudbeckia hirta</i>	Up to 2.0 oz per 1000 sf
	OR 5 seed packets per 1000 sf
<i>Eragrostis spectabilis</i>	Up to 0.5 oz per 1000 sf
	OR 2 seed packets per 1000 sf

2. Gateways 2, 3 – Total weight of seed applied shall be 5.5 to 7.0 oz per 1000 sf (not including seed packets)

<i>Coreopsis basalis</i>	3.0 to 4.0 oz per 1000 sf
<i>Phlox drummondii</i>	2.0 to 3.0 oz per 1000 sf
<i>Gaillardia pulchella</i>	Up to 1.5 oz per 1000 sf

3. Gateway 4 – Total weight of seed applied shall be 5.5 to 7.0 oz per 1000 sf (not including seed packets)

<i>Baptisia alba</i>	Up to 0.5 oz per 1000 sf
	OR 2 seed packets per 1000 sf
<i>Chamaecrista fasciculata</i>	Up to 0.5 oz per 1000 sf
<i>Coreopsis lanceolata</i>	2.0 to 3.5 oz per 1000 sf
<i>Dalea pinnata</i>	Up to 2.0 oz per 1000 sf
<i>Eragrostis spectabilis</i>	Up to 0.5 oz per 1000 sf
	OR 2 seed packets per 1000 sf
<i>Liatris gracilis*</i>	1.0 to 1.5 oz per 1000 sf
	OR 5 to 10 seed packets per 1000 sf
<i>Liatris tenuifolia*</i>	1.0 to 1.5 oz per 1000 sf
	OR 5 to 10 seed packets per 1000 sf
<i>Mimosa strigillosa</i>	0.5 to 0.75 oz per 1000 sf
	OR 5 seed packets per 1000 sf
<i>Pityopsis graminifolia</i>	5 to 10 seed packets per 1000 sf

* For *Liatris*, the total amount applied (one species, or multiple species) must be at least 1.5 oz per 1000 sf (OR 10 seed packets per 1000 sf); do not include weight of any *Liatris* species when calculating total weight of all seed to be applied per 1000 sf.

4. Gateways 5, 6 – Total weight of seed applied shall be 5.5 to 7.0 oz per 1000 sf

<i>Coreopsis basalis</i>	5.5 to 7.0 oz per 1000 sf
OR	
<i>Coreopsis basalis</i>	3.5 to 4.0 oz per 1000 sf
<i>Phlox drummondii</i>	2.0 to 3.0 oz per 1000 sf

5. Gateways 7, 8 – Total weight of seed applied shall be 5.5 to 7.5 oz per 1000 sf (not including seed packets)

Florida Upland Meadow Mix	2.0 to 2.5 oz per 1000 sf
<i>Chamaecrista fasciculata</i>	0.25 to 0.5 oz per 1000 sf
<i>Coreopsis lanceolata</i>	1.0 to 2.5 oz per 1000 sf
<i>Liatris gracilis*</i>	1.0 to 1.5 oz per 1000 sf
	OR 5 to 10 seed packets per 1000 sf

<i>Liatris tenuifolia</i> *	1.0 to 1.5 oz per 1000 sf OR 5 to 10 seed packets per 1000 sf
<i>Mimosa strigillosa</i>	0.5 to 0.75 oz per 1000 sf OR 5 seed packets per 1000 sf
<i>Monarda punctata</i>	0.5 to 0.75 oz per 1000 sf
<i>Pityopsis graminifolia</i>	5 seed packets per 1000 sf
<i>Rudbeckia hirta</i>	0.5 to 2.0 oz per 1000 sf OR 5 seed packets per 1000 sf
<i>Silphium asteriscus</i>	2 seed packets per 1000 sf
<i>Tradescantia ohimensis</i>	0.5 to 0.75 oz per 1000 sf
<i>Vernonia angustifolia</i>	0.25 to 0.75 oz per 1000 sf OR 5 seed packets per 1000 sf

* For *Liatris*, the total amount applied (one species, or multiple species) must be at least 1.5 oz per 1000 sf (OR 10 seed packets per 1000 sf); do not include weight of any *Liatris* species when calculating total weight of all seed to be applied per 1000 sf.

2.03 INERT CARRIER FOR SEEDING

A. Inert material used as a diluent to facilitate even distribution of seed applied manually (See Section 3.04.C.3): vermiculite or sand may be used. Inert materials shall not be moldy, contain seeds, tubers, stolons, or rhizomes of any noxious weed species, or been derived from any source exposed to outdoor conditions for more than 1 month prior to be used for seeding operations. Topsoil shall not used.

2.04 MULCH

A. Mulch to facilitate germination and emergence where bare soil exists at the Gateway 1 or 4 planting (See section 3.04.C.3.h). Use pine straw mulch only. Pine straw shall be fresh, dry, and bright in color, and composed only of needles of slash, loblolly, or longleaf pine. Pine straw shall not be used if it is rotted or moldy, or contains seed, tubers, or rhizomes of any noxious species. The entire lot of pine straw shall be rejected if there is any evidence that the pine straw lot was harvested from a site infested with *Lygodium japonicum* or *Lygodium microphyllum* (climbing fern).

2.05 WATER

A. Water used to facilitate germination and emergence (See Section 3.05.B): Water shall be provided by the Contractor, and shall be of pH between 4.5 and 7.5, and shall not contain natural or man-made organic or inorganic elements at concentrations detrimental to plants.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Wildflower site at Gateway 7 – Examine slope for any erodible soils, and remediate with existing topsoil to be consistent with the existing slope. Acceptability of the remediation shall be approved by Florida Dept. of Transportation Maintenance District 3.

3.02 RE-SITE PREPARATION

A. Do not apply any supplemental fertilizer within 6 months of Site Preparation (See Section 3.03)

B. Do not apply any herbicide with residual activity (that is, preemergent activity) within a site to be seeded, or within 10 ft of a site to be seeded, within 8 months of Site Preparation (Section 3.03).

C. Mowers should direct any discharge away from wildflower sites to be seeded.

3.03 SITE PREPARATION

A. Wildflower sites at Gateways 1, 2, 3, 4, 7, and 8

1. Sites to be seeded shall be free of living vegetation prior to native wildflower and grass seed being sown.
2. Chemical eradication of vegetation shall be accomplished with an herbicide product whose sole active ingredient is glyphosate. Make the first application 4 weeks prior to seeding, and a second application 2 weeks prior to seeding.
 - a. The herbicide shall only be applied to nonstressed vegetation.
 - b. The herbicide shall be applied at the rate appropriate for roadside ROWs.
 - c. The herbicide shall be applied in the morning as soon as the vegetation has completely dried.
 - d. Herbicide solutions shall be prepared within 6 hours of application.
 - e. Herbicides shall be applied by an appropriately certified pesticide applicator in a manner to ensure that no herbicide drifts onto nearby desirable turf or ornamental species.
 - f. Read and follow all directions on the herbicide label, including those for rain fastness, personal protective equipment, and re-entry times.
3. Prior to sowing seed, either one (1) day prior or the same day of sowing, mow/string trim the site such that the stubble is no taller than ~1.5 inches; 1 inch or less is preferable. Use methods that avoid scalping and any other form of soil disturbance.
 - a. **Soil-to-seed contact is critical to establishing a sustainable wildflower planting.** so ensure that most thatch and clippings are removed during mowing to increase the percentage of area that is bare soil. Consider using a flail mower to achieve this objective. If clippings and thatch are removed manually, it is essential to minimize soil disturbance. *NOTE: Most weed seed is in the top few inches of soil; the amount of soil disturbance is directly related to the level of weed competition. Weed competition is one of the leading causes of stand failure.*
 - b. If soil is loose, firm up the soil with a turf roller. This will minimize seed from being becoming too deeply incorporated into the soil. Ideally, seed should be in top 1/8 to 1/4 inch of soil.

B. Wildflower sites at Gateways 5 and 6

1. Prior to sowing seed, either one (1) day prior or the same day of sowing, mow/string trim the site such that the stubble is no taller than ~1.5 inches; 1 inch or less is preferable. Use methods that avoid scalping and any other form of soil disturbance.
2. **Soil-to-seed contact is critical to establishing a sustainable wildflower planting.** so ensure that most thatch and clippings are removed during mowing to increase the percentage of area that is bare soil. Consider using a flail mower to achieve this objective. If clippings and thatch are removed manually, it is essential to minimize soil disturbance. *NOTE: Most weed seed is in the top few inches of soil; the amount of soil disturbance is directly related to the level of weed competition. Weed competition is one of the leading causes of stand failure.*

3.04 SEED APPLICATION

- A. Seeding shall be accomplished only between 1 October and 15 October for wildflower sites at Gateways 1, 2, 3, 4, 7, and 8, and between 22 September and 15 October for wildflower sites at Gateways 5 and 6, unless approved by OecoHort, LLC to allow seeding before or after these dates.
- B. Do not apply seed if wind speed exceeds 7 mph, or it is raining.
- C. Sowing procedure
 - 1. Seed shall be sown in manner to ensure even distribution of the seed or seed mix over the entire wildflower site. Given that all sites to be sown are relatively small, it is strongly suggested that seed be applied either by rotary spreader (type: walk behind, or hand held), or manually, as outlined below.
 - 2. Sow seed by rotary spreader: suggested for wildflower sites at Gateways 2, 3, 5, and 6.
 - a. At each site, it is strongly suggested to approximately calibrate the spreader with dry sand to have a clear idea of walking speed in relation to the discharge rate of the spreader.
 - b. Seed of all species should be thoroughly mixed together. If seed were pre-mixed by the supplier, thoroughly re-mix the seed by hand.
 - c. Load about one half of the seed into the rotary spreader, and spread the seed throughout the entire site.
 - d. Repeat Step C with the other half of the seed, but when spreading seed start at the opposite end of the site.
 - e. Use a turf roller to incorporate seed into the top layer of soil.
 - 3. Sow seed manually: suggested for wildflower sites at Gateways 1, 4, 7, and 8.
 - a. At each site, it is strongly suggested to "calibrate" an individual's manual seeding technique with whatever inert material used as the carrier/diluent: slightly moistened sand or vermiculite. Understanding the relationship of seed slinging technique to walking speed will better enable a half bucket of the seed/sand or seed/vermiculite mixture to be evenly spread over the entire site.
 - b. Before mixing the seed with sand or vermiculite, seed of all species should be thoroughly mixed together. If seed were pre-mixed by the supplier, thoroughly re-mix the seed by hand.
 - c. Fill two new 5-gal buckets about halfway with clean sand or vermiculite (medium or coarse). Add just enough water to slightly moisten the sand or vermiculite.
NOTE: Pre-bagged sand usually is moist and no water needs to be added.
 - d. Add about half the seed mixture to each 5-gal bucket. Mix thoroughly by hand until the seed is evenly distributed in the sand or vermiculite.

- e. Starting at one end of the site, spread seed as evenly as possible over the entire site.
- f. Repeat Step E using the other half bucket of seed, but start at the opposite end of the site.
- g. Use a turf roller to incorporate seed into the top layer of soil.
- h. Optional: For the wildflower site at Gateway 1, as well as sections of the wildflower planting at Gate 7 where there may be bare soil, pine straw mulch (see Section 2.04) may be applied to minimize erosion. Mulch shall be applied such that approximately 50% bare soil is exposed.

3.05 ESTABLISHMENT AND MANAGEMENT

A. The Contractor shall maintain the seeded areas for 2 years.

B. Irrigation

- 1. No supplemental irrigation after establishment should be required.
- 2. Seeded areas only should be irrigated to promote germination, seedling emergence, and early establishment of the seedlings.
- 3. Irrigation shall be done in a manner that will provide uniform coverage, will not cause erosion, and will not cause significant movement of the seed. Water droplet size should be similar to that provided by a lawn sprinkler.
- 4. Apply a minimum of ¼ inch water per irrigation event.

C. Weed Management

- 1. Any herbicide that contains an active ingredient designed to provide preemergent control of broadleaf weeds shall not be applied within 10 ft of any wildflower planting. Examples of such products are those that fall under Florida's organo-auxin rule like 2,4-D and aminopyralid. The only exception would be for a directed spot spray of an herbicide used to kill a Category I invasive species like *Solanum viarum* (Tropical Soda Apple).
- 2. Any species classified as a Noxious Weed shall be eradicated and disposed of in compliance with Florida Administrative Code, Rule Chapter 5B-57. The current list of Florida noxious weeds is at:
<http://plants.usda.gov/java/noxious?rptType=State&statefips=12>
- 3. From the time of sowing seed until 1 March (15 February for wildflower plantings that include *Phlox drummondii*), mowing/string trimming should be sufficient for weed control. Mow to minimize the flowering of weed species. Set the mower deck height such that the mowed height of the vegetation is 4 to 6 inches. When setting mower deck height, account for the weight of the mower that might cause the wheels to sink into the soil thereby reducing the actual mowing deck height above the soil surface.
- 4. As it is nearly impossible to predict all potential weed interference issues, monitor monthly for weeds during the first 6 months after seed are sown. Use weed control methods that ensure complete eradication. If removing weeds manually, minimize soil disturbance but be sure that the root system is completely removed. Weeds that have been removed manually should be disposed in the same manner that other yard waste is disposed of in Gadsden County.

5. Weed species may be eradicated with spot, directed sprays of herbicide products containing glyphosate as the sole active ingredient; OR Grass weeds may be eradicated with a directed spray of any herbicide product that contains a graminocide as the only active ingredient and is registered in the state of Florida for use on roadside ROWs.

- a. Sprays shall be applied in the morning after the dew has dried.
- b. For directed sprays, the sprayer shall be equipped with a shielded nozzle.
- c. Do not apply if weeds are stressed, rainfall is expected within 3 hours (or per rain fastness hours stated on label), or wind speed exceeds 7 mph.
- d. If using a graminocide at wildflower plantings at Gateways 1, 4, 7, and 8 where native grasses have been planted, apply the graminocide as a directed spray.
- e. When using a graminocide, always use a nonionic surfactant.
- f. Read and follow all label directions

6. Mowing

Mowing/string trimming dates: plus or minus 1 week

- a. Maintain safety strip along edge of pavement as detailed in Section 1.01.C.
- b. Wildflower sites at Gateways 1, 4, 7, and 8
 - 1) Mow/string trim at least once from 21 November to 28 February; leave stubble of 4 to 6 inches.
 - 2) From 1 March to 20 November, only mow/string trim as needed for weed management; mowing/string trimming between 1 March and 20 November could severely hamper establishment and long-term sustainability of the planting; leave stubble of 4 to 6 inches.
- c. Wildflower sites at Gateways 2 and 3
 - 1) Mow/string trim at least once from 21 November to 15 February; leave stubble of 4 to 6 inches.
 - 2) From 16 February to 20 November, only mow/string trim as needed for weed management; mowing between 16 February and 20 November could severely hamper establishment and long-term sustainability of the planting; leave stubble of 4 to 6 inches.
- d. Wildflower sites at Gateways 5 and 6
 - 3) Between 15 February and 30 June, do not mow.
 - 4) From 1 July to 31 December, and from 1 to 14 February, use normal mowing frequency; leave stubble of 4 to 6 inches.

7. Fertilization

- a. Supplementary fertilizer shall not be applied to any wildflower planting.

3.06 INSPECTION

- A. The following inspections shall be the minimum required inspections of the wildflower plantings.
- B. The sequence of required inspections shall not be changed from the sequence listed below. Do not proceed with work of the next sequence without written approval of the work of the previous sequence.
 - 1. Seeded areas shall be inspected by Gadsden County Public Works and/or the Florida Dept. of Transportation Maintenance District 3 at about 3, 6 and 18 months after seeding.

3.07 FINAL ACCEPTANCE

- A. The Contractor shall maintain the wildflower plantings after seed installation until the final acceptance of the entire project and after the plantings are well-established. Native grasses might require 18 to 24 months to become well-established.
- B. In the event that all other work required by the Contractor is completed before an acceptable wildflower cover is achieved or because of seasonal limitations, partial acceptance of the work will be made with final acceptance delayed until a satisfactory wildflower planting has been established.
- C. Final review for acceptance shall be made at the conclusion of the planting establishment period. On such date, all project improvements and all corrective work shall have been completed.
- D. Written notice requesting review shall be submitted at least 10 days before the anticipated date.

3.08 GUARANTEE

- A. Guarantee all native wildflower and grass plantings to be in a healthy thriving condition until the end of the maintenance period. The Contractor shall replace without cost to Gadsden County or The Florida Department of Transportation all seeded areas not acceptable.

END OF SECTION

EXHIBIT "B"
MAINTENANCE PLAN

Gadsden County Gateway Signage and Landscape Project

Maintaining the subject landscaped area both during and after completion of the project includes, at a minimum, the following:

1. Mowing, cutting and/or trimming grass or turf within the landscaped and gateway signage project.
2. Fertilization of the landscaped project.
3. Weeding and edging (by means of manual, mechanical or chemical) of landscaped project. When using herbicides, formulas, rates, methods of application, special instructions and precautions should be applied.
4. Pruning of landscaped project in order to have healthy and vigorously growing plants and to maintain sight clearance in areas within the landscaped project.
5. Irrigation and maintenance of equipment and any other amenities (lighting, signage, benches, etc.).
6. A work zone traffic control plan (if necessary) for the installation and maintenance of the landscaped project.
7. Annual replenishment of mulch materials.
8. The project shall be maintained in accordance with FDOT Design Standards 546 and 700 as well as the FDOT Maintenance Rating Program.

EXHIBIT - 1

The COUNTY shall comply with all requirements of Florida Statute 344.044 and Department specifications and guidelines in constructing the before mentioned project.

FEDERAL RESOURCES Not Applicable to this agreement

STATE RESOURCES (District Funds)

Florida Department of Transportation Florida Statute 344.044

Landscape Grant Amount **\$142,866.00**

Compliance Requirements

1. Project and/or material must be competitively bid.
2. Per Florida Statute 334.044 (26), to the extent practical, 50 percent of the funds shall be used for large plant materials.
3. Local agency must agree to maintain project permanently.
4. Funds are to be expended for construction only.
5. Plants must be purchased from FL based nursery stocks.

Matching Resources for Federal Programs Not Applicable to this agreement

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

RESOLUTION #2013-003

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

WHEREAS, Gadsden County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the Gadsden County Roadway Beautification Wildflower Planting and Gateway Signage; and

WHEREAS, the State of Florida, Department of Transportation, is willing to provide the COUNTY WITH FINANCIAL ASSISTANCE UNDER Financial Project No.: 42810125801 for costs directly related to Gadsden County Roadway Beautification Wildflower Planting and Gateway Signage; and

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

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

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

1. The Chairman of the Board of County Commissioners of Gadsden County, Florida, is authorized to enter into and execute the "State of Florida, Department of Transportation, Joint Participation Agreement" for Financial Project No. 42810125801

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

GADSDEN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Douglas Croley, Chairman

Nicholas Thomas, Clerk

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2013

Date Submitted: March 5, 2013

To: Honorable Chairman and Members of the Board

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

Subject: Approval of Matching Grant application for ambulance stretchers and comprehensive back injury prevention program.

Statement of Issue:

This item seeks Board approval for the Chairperson to sign the Matching Grant application for upgrade of ambulance stretchers and associated equipment, and a comprehensive back injury prevention program.

Background:

EMS currently uses manual stretchers on all ambulances. These units range in age from 1999-2004 and are due for upgrade. The "industry standard" has become electric/hydraulic powered stretchers to reduce back and neck injuries to personnel from repetitive lifting. EMS has experienced 7 employee lifting injuries in the past three years resulting in lost work time of one shift and up to 15 months.

Analysis:

The purpose of this grant is to upgrade our stretchers to electric/hydraulic powered units to decrease the number of repetitive lifts that put employees at risk for back injuries. The grant is a comprehensive project that includes associated equipment to reduce the risk of lifting injuries and refresher training for all personnel. The goal of the project is to reduce lifting injuries from an average of more than three per year to less than one per year.

Fiscal Impact:

The grant application is being submitted in two categories. In the Rural Grants Program, the required match from the county is \$17,461.95 (10%). If not funded in the Rural Grants Program, the grant will be considered in the Matching Grants Program and will require a match from the county of \$43,654.87 (25%). Funding for the match is Insurance and Loan proceeds, previously approved by the BOCC August 21, 2012.

Options:

1. Approval for Chairperson to sign the EMS Ambulance Stretcher/Back Injury Prevention Grant Application.
2. Do not approve.
3. Board direction.

County Administrators Recommendation:

1. Option 1

Attachment:

1. EMS Matching Grant Application

THIS FORM HAS FIELDS YOU CAN TAB THROUGH TO COMPLETE

EMS MATCHING GRANT APPLICATION

**FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services**

Complete all items unless instructed differently within the application

Type of Grant Requested: ☒ Rural ☐ Matching

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) _____

1. **Organization Name:** Gadsden County Board of County Commissioners - EMS

2. **Grant Signer:** (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)

Name: Commissioner Douglas Croley

Position Title: County Commission Chairman

Address: PO Box 920

City: Quincy

County: Gadsden

State: Florida

Zip Code: 32353-0920

Telephone: 850-875-8650

Fax Number: 850-875-8655

E-Mail Address: DCroley@gadsdencountyfl.gov

3. **Contact Person:** (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Tommy Baker

Position Title: EMS Director

Address: PO Box 488

City: Quincy

County: Gadsden

State: Florida

Zip Code: 32353-0488

Telephone: 850-875-8688

Fax Number: 850-875-8687

E-Mail Address: TBaker@gadsdencountyfl.gov

4. Legal Status of Applicant Organization (Check only one response):

- (1) ☐ Private Not for Profit [Attach documentation-501 (3) ©]
(2) ☐ Private For Profit
(3) ☐ City/Municipality/Town/Village
(4) ☒ County
(5) ☐ State
(6) ☐ Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number). VF 59-6000616 _ _ _

6. EMS License Number: 3458 Type: ☒ Transport ☐ Non-transport ☐ Both

7. Number of permitted vehicles by type: _____ BLS 10ALS Transport _____ ALS non-transport.

8. Type of Service (check one): ☐ Rescue ☐ Fire ☒ Third Service (County or City Government, nonfire) ☐ Air ambulance: ☐ Fixed wing ☐ Rotowing ☐ Both ☐ Other (specify) _____

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. [No signature is needed if medical equipment and professional EMS education are not in this project.]

Signature: _____ Date: _____

Print/Type: Name of Director Jose Santana, MD _____

FL Med. Lic. No. ME95767 _____

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

- A) Problem description (Provide a narrative of the problem or need);
- B) Present situation (Describe how the situation is being handled now);
- C) The proposed solution (Present your proposed solution);
- D) Consequences if not funded (Explain what will happen if this project is not funded);
- E) The geographic area to be addressed (Provide a narrative description of the geographic area);
- F) The proposed time frames (Provide a list of the time frame(s) for completing this project);
- G) Data Sources (Provide a complete description of data source(s) you cite);
- H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

Next, only complete one of the following: Items 11, 12, or 13. Read all three and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all three, that before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
- B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
- C) Justify and explain how you derived the numbers in (A) and (B), above.
- D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
- E) How does this integrate into your agency's five year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. Use no more than two additional one sided, double-spaced pages for your response. Include the following:

- A) How many people received the training this project proposes in the most recent 12 month time period for which you have data (include the dates).
- B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
- C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
- D) Explain the derivation of all figures.
- E) How does this integrate into your agency's five year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
- B) What will the situation be in the 12 months after the project services are on-line?
- C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
- D) Explain the derivation of all numbers.
- E) How does this integrate into your agency's five year plan?

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one sided, double spaced pages for this item.

- A) Justify the need for this project as it relates to EMS.
- B) Identify (1) location and (2) population to which this research pertains.
- C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
- D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
- E) State your hypothesis.
- F) Provide the method and design for this project.
- G) Attach any questionnaires or involved documents that will be used.
- H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
- I) Describe how you will collect and analyze the data.

ALL APPLICANTS MUST COMPLETE ITEM 15.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:

- A) Serve the requirements of the population upon which it will impact.
- B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
- C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the department.
- D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
- E) Enable your organization to improve or expand the provision of:
 - 1) EMS services on a county, multi county, or area wide basis.
 - 2) Single EMS provider or coordinated methods of delivering services.
 - 3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity	Number of Months After Grant Starts	
	Begin (MM/DD/YYYY)	End (MM/DD/YYYY)
Field test stretchers	prior to grant	
accept bids and award contract	2 months	3 months
receive equipment	3 months	6 months
complete training of all personnel	3 months	6 months
place equipment in service	4 months	6 months

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

see attached narrative

18. Budget:		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	Costs	Justification: Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, <u>excluding</u> expenditures classified as operating capital outlay (see next category).	Costs: List the price and source(s) of the price identified.	Justification: Justify why each of the expense items and quantities are necessary to this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature, and the normal expected life of which is 1 year or more.	Costs: List the price of the item and the source(s) used to identify the price.	Justification: State why each of the items and quantities listed is a necessary component of this project.
10 powered stretchers	\$162,579.50	one required for each unit
10 E-Z Lift Med-Lrg	\$3,890.00	one required for each unit
10 E-Z Lift Lrg-XXL	\$4,190.00	one required for each unit
Reeves Flexible stretcher	\$3,500.00	one required for each unit
Thomas Lift handles for spine boards	\$460.00	two required for each vehicle
TOTAL:	<u>\$174,619.50</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

State Amount (Check applicable program)		
<input type="checkbox"/> Matching: 75 Percent		
<input checked="" type="checkbox"/> Rural: 90 Percent	<u>\$130,964.63</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
	<u>\$157,157.55</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
Local Match Amount (Check applicable program)		
<input type="checkbox"/> Matching: 25 Percent		
<input type="checkbox"/> Rural: 10 Percent	<u>\$43,654.87</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
	<u>\$17,461.95</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
Grand Total	<u>\$174,619.50</u>	Right click on 0.00 then left click on

10. Justification Summary

(A) Problem Description – During the time period of 2010-2013, Gadsden EMS experienced 7 employee back injuries related to patient and stretcher lifting. These injuries ranged in lost time per employee of one shift to a high of 15 months lost work time.

(B) Present Situation – Gadsden EMS currently uses manual stretchers on all ambulance units. In addition we use direct ground lift spine boards, and typically use manual lifting techniques for non-trauma patients. Current stretchers in use range in age from 1999-2004. Based on 5,847 patient transports in FY 2012, this results in an average 40,929 times per year that the stretcher is raised and lowered on patient transports. On average, each call will require the crew to partially or fully raise or lower the stretcher 7 times. Each time puts the crew at additional risk for injury.

(C) Proposed Solution – Our proposed solution is to improve responder safety in accordance with Goal 9.4 of Florida's EMS Strategic Plan, July 2012-June 2014 by implementing a comprehensive back/lifting safety program. This project will place power assisted stretchers on all transport units. Will place lift assist devices on all spine boards (2 per unit) that attach to spine boards resulting in a 12" handle for responders to reduce lifting distance and bending and potential for back strain. We will place E-Z Lift harness devices that allow for a more ergonomically safe lift of a patient from a sitting position by utilizing straps and handholds. This allows more rescuers to participate in the lift and prevents an unsafe direct lift of the patient by a limited number of rescuers. We will place Reeves Sleeve portable stretchers on units to facilitate lifting and moving patients in tight spaces and down stairs to minimize direct lifting of patients and to facilitate patient movement in areas not assessable to the primary stretcher. All personnel will be provided refresher and updated training on proper lifting techniques and training specific to each piece of equipment. Our goal is to reduce back injuries from an average of more than three per year to less than one per year.

(D) Consequences if not funded – Due to budgetary constraints, if not funded, this project cannot be accomplished. If not funded, we will continue to place personnel at risk for debilitating neck and back injuries.

(E) Geographic area to be addressed – Gadsden EMS is the only pre-hospital EMS provider for Gadsden County. Florida State Hospital operates a licensed unit, providing patient transports on their grounds, and providing limited Mutual Aid to Gadsden EMS. Gadsden County is a 528 square mile area with Quincy being the county seat and includes the following cities and towns; Chattahoochee, Greensboro, Gretna, Havana, and Midway. The population density is 90/square mile with widely scattered rural residential and agricultural land outside the incorporated areas. Our main operations base is located in the City of Quincy, 24 miles west of Tallahassee. We operate two 9-1-1 units from our Quincy Station, one ALS transport unit based at Gadsden Community Hospital in Quincy, one unit in Havana, and one unit in Chattahoochee. Our neighboring counties in Florida are Leon to the east, Liberty and Calhoun to the south, and Jackson to the west. Our northern border is adjacent to Decatur, Seminole, and Grady counties in Georgia. Interstate 10 is the main east/west thoroughfare and US 90 is secondary. The north/ south thoroughfares are SR 12, SR 65 and various other secondary state and county roads.

(F) Proposed Time frames –

- Prior to grant award – Complete field testing of stretchers.
- Within 90 days of grant award – accept bids and award contract for purchase of equipment.
- Within 6 months of grant award –receive equipment.
- Within 30 days of receipt of equipment–complete training of all personnel.
- Within 6 months of grant funding – place equipment in service and complete project closeout.

(G) Data Sources –

Population/demographic information – Wikipedia site listing US Census data.

Run Summary totals – EMS Consultants, EMS Billing/Collections/and Run Reporting system data.

Workers Compensation Injury Totals – EMS employees workers compensation files.

(H) Statement attesting that this proposal is not a duplication of a previous effort –

I/we attest by signing and submitting this application that this proposal is not a duplicate of other grant projects that we have received funding for under this grant program.

11. Outcome for Direct Services to Emergency Victims

(A) Past 12 months data - During the 12 month period from October 1, 2011 – September 30, 2012 Gadsden EMS responded to 8,296 calls for service and 5,847 patient transports. Each of these patient transports requires an average of 7 times of raising and lowering the stretcher manually. If this project is completed, 100% of our patient lifts will be accomplished in a safer manner, eliminating manual lift of the stretcher, resulting in decreased risk of injury to our employees. Of the 8,296 calls for service during the time period of October 1, 2011 – September 30, 2012, we had 5,847 patient transports and 2,449 “dry runs”, cancelled, no patient transported, or patient was assisted on scene.

(B) Future 12 months data - This project is a proactive preventative approach to reduce potential injuries for EMS personnel. Our goal is to reduce back injuries from an average of more than three per year to less than one per year.

(C) How the numbers were derived in (A) and (B) - Data was derived from previous workers compensation claims and injuries. The reduction in the number of injuries is based on implementation of a comprehensive program designed to reduce the potential for injury in as many instances as possible and reduce high risk lift situations as much as possible.

(D) Other outcome expected from this project – It is expected that employee satisfaction and morale will increase because this equipment has become standard with area services and many of our personnel are working dual employment with these agencies.

(E) Five Year Plan – Gadsden EMS 5 year plan is currently under review and being revised. Responder safety is a priority in our 5 year plan. Completion of this project is a major step towards our goal of reducing injuries and improving responder safety.

12. N/A

13. N/A

14. N/A

15. Statutory Considerations and Criteria

(A) Serve the requirements of the population served – This project will serve the requirements of the population served by providing certified stretchers that are safe and reliable patient handling equipment for all patients transported by our service. This equipment will assist in providing a safer condition for both the crew operating this equipment and the patient.

(B) Enable emergency vehicles and staff to conform to state standards law/rules – The stretchers and equipment in this grant meet all state and local requirements for safe transport of patients while moving the patient to and from the vehicle and during transport.

(C) Enable vehicles to contain minimum equipment/supplies required by law/rule – As per state requirements and department regulations, these stretchers and equipment meet all requirements for minimum equipment for safe transport of a patient.

(D) Enable vehicles to have a direct communications link up with operating base and hospitals – N/A.

(E) Enable organization to improve or expand the provision of:

(1) EMS services on a county, Multi County, or area wide basis – We currently operate on a county and area wide basis. We operate on a multi county basis for mutual aid and disaster response. This project will assure equipment compatibility in mutual aid situations.

(2) Gadsden EMS operates a coordinated EMS delivery system with Florida State Hospital being a secondary EMS provider with a certificate of need to provide intra facility transports and to provide mutual aid assistance to Gadsden EMS. Gadsden EMS provides mutual aid to surrounding counties.

(3) Coordination of all EMS communications links – Current radio system configuration provides links for communications with police, fire, emergency vehicles, other Florida EMS providers, and other related services.

16. See application

17. County Governments – County Award fund allocations for Gadsden County are historically insufficient to fund a project of this magnitude. Current County Award Grant funds are encumbered for previously approved projects. Next cycle County Award funds are slated for improvement and enhancements to EMS Education and other priority projects.

19. <u>Certification:</u>	
My signature below certifies the following.	
I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.	
I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.	
I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.	
I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the <i>Florida Administrative Weekly</i> , and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.	
I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.	
Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.	
_____ Signature of Authorized Grant Signer (Individual Identified in Item 2)	_____ MM / DD / YY

DH FORM 1767 [2013]

THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Gadsden County Board of County Commissioners

Mailing Address: PO BOX 922

Quincy, FL 32353-0922

Federal Identification Number 59-6000616

Authorized Agency Official: _____

Signature

_____ Date

Douglas Croley, Chairman

_____ Type Name and Title

Sign and return this page with your application to:

*Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738*

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: \$ _____

Grant ID Code: _____

Approved By: _____

Signature of State EMS Grant Officer

_____ Date

State Fiscal Year: _____ - _____

Organization Code
64-42-10-00-000

E.O.
03

OCA
SF003

Object Code
750000

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

G A D S D E N C O U N T Y

2012
Annual
Report

1823

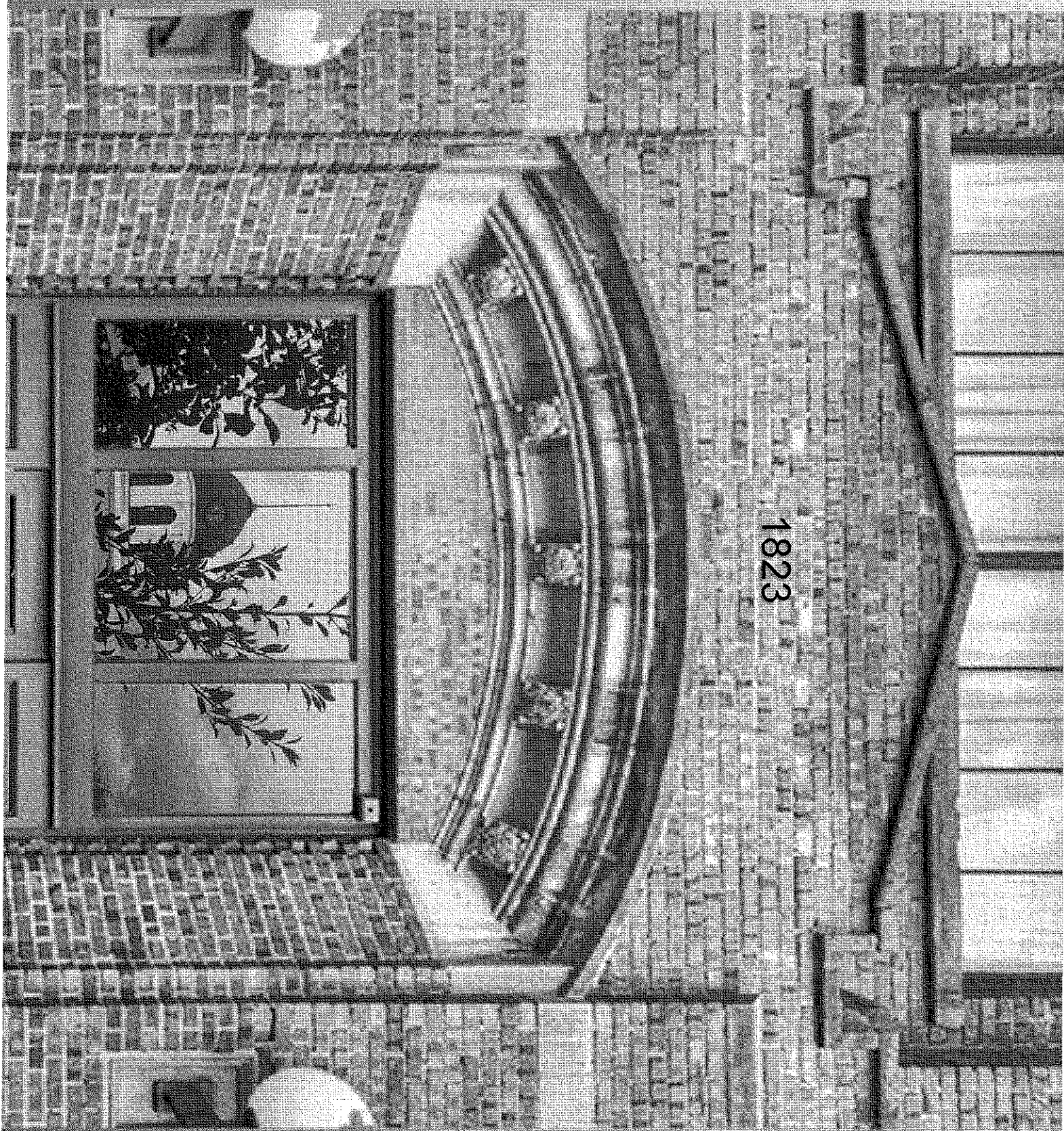
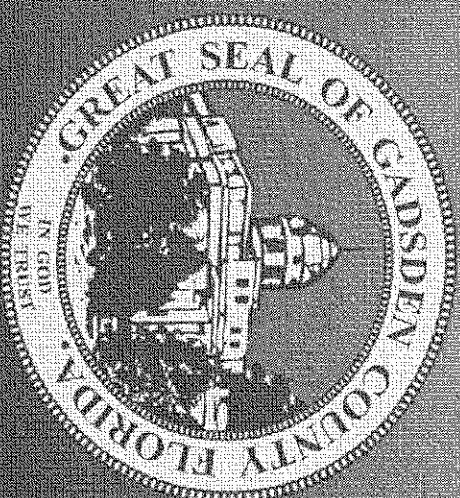


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This document fulfills the annual reporting requirement of
Chapter 125.74 Florida Statutes.



Department Contact List

County Administration	850-875-8650	Cowen Public Library (Chattahoochee)	850-663-2707
Management Services	850-875-8660	Division of Neighborhood Services	850-875-8658
Public Works	850-875-8672	Animal Control	850-875-8658
Mosquito Control	850-627-5396	Parks and Recreation	850-875-8658
Building Inspection/Code Enforcement	850-875-8665	Pat Thomas Park	850-875-4544
Planning and Community Development	850-875-8663	County Probation	850-875-8667
State Housing Initiative Partnerships (SHIP) Program	850-875-8659	Veteran Services	850-875-8661
Emergency Medical Services and Fire	850-875-8690	Extension Services	850-627-6315
County Health Department	850-875-7200	Property Appraiser	850-627-7268
Bill McGill Library (Quincy)	850-875-8675	Tax Collector	850-627-7255
Havana Public Library	850-539-2844	Sheriff's Office	850-627-9233
		Clerk of the Court	850-875-8601
		Supervisor of Elections	850-627-9910

Visit us online at www.gadsdencountyfl.gov



GADSDEN COUNTY
FLORIDA

Home | About Gadsden County | Our Community | What's Happening | News & Events | Contact Us

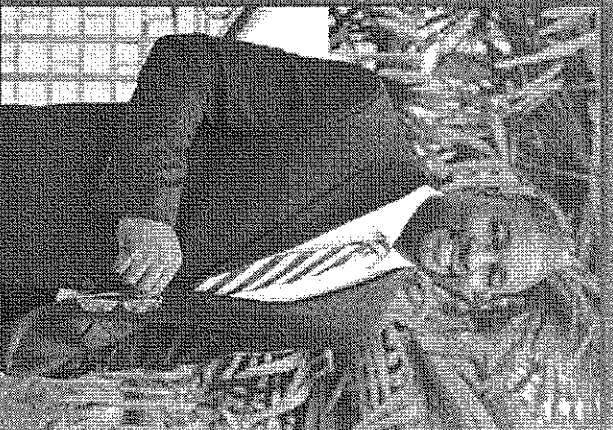
Search:

Quick Links: [Home](#) | [About](#) | [Contact](#) | [News](#) | [Events](#) | [Services](#)

Board of County Commissioners



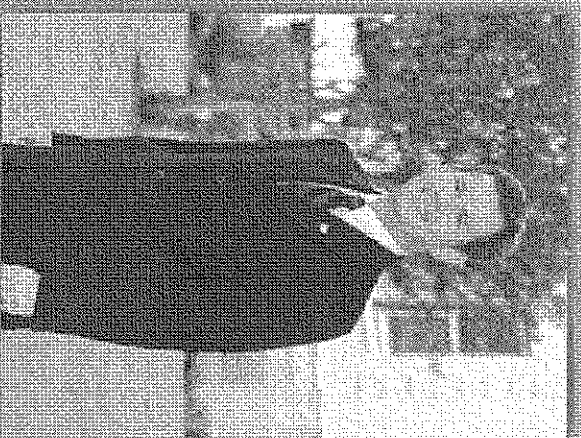
Chairman Douglas M. Croley
District-2



Vice Chairman Eric P. Hinson
District-1



Commissioner Brenda A. Holt
District-4



Commissioner Jane Morgan
District-3



Commissioner Sherrie D. Taylor
District-5

Letter from The County Administrator

January 31, 2013

Dear Residents of Gadsden County:

It is with pleasure that I introduce to you the 2012 Gadsden County Annual Report. Contained within this document you will find a wide variety of information, all of which is provided to serve and benefit the residents and visitors of our wonderful county.

I want to take this opportunity to applaud the County staff for their diligence and commitment to serving the residents of Gadsden County. Our county provides a wide variety of services that may be helpful to you and your family. This Annual Report will help you to become more familiar with each department's essential functions and their 2012 accomplishments.

Our overall goal is that all County offices provide efficient quality services for the residents of Gadsden County while demonstrating the highest standards of public service.

For more information on the services made available to you by the Gadsden County Board of County Commissioners, please visit our website at www.gadsdencountyfl.gov.

Sincerely,



Robert M. Presnell
County Administrator

The Road Ahead...

As County Administrator, I am aware of the present economic climate and the demands placed on our residents due to a lack of jobs and slow economic growth not only in Gadsden County but nationwide.

Moving forward into 2013, we are committed to employing a team approach to create an environment for growth and job creation. Gadsden County can become an option for those looking to establish or expand a business, build and own a new home, or relocate. Realizing that a key factor in making this happen will be amending our future land use map and streamlining our permitting process, I am dedicated to making this a reality.

In the year ahead, your County Administration and staff will work toward these goals while being responsible stewards of our community resources.



Robert M. Presnell
County Administrator
9 East Jefferson Street
P.O. Box 1799
Quincy, Florida 32351
850-875-8650

Background

Gadsden County was established in 1823. It was named for James Gadsden of South Carolina who served as Andrew Jackson's aide-de-camp in Florida in 1818.

According to the U. S. Census Bureau, the county has a total area of 528 square miles (1,369 km²), of which, 516 square miles (1,337 km²) of it is land and 12 square miles (32 km²) of it (2.34%) is water.

Gadsden County is known as an unusual stronghold of the Democratic Party in north Florida. Gadsden shares this distinction with Leon County and Jefferson County to its east. All of northern Florida leans toward the Republican Party with the exception of these three counties.

Gadsden County is unique in Florida, in that it is the state's only county with an African American majority population. According to the 2010 census, there were 19,561 housing units at an average density of 34 per square mile (13/km²) in the county. The racial makeup of the county was 56% African American, 45% White, 0.6% Native American, 0.6% Asian, 0.01% Pacific Islander, 1.1% from two or more races and 10.1% of the population was Hispanic or Latino.

Frequently Asked Questions

I need to sign up for trash and recycling services, who do I call?

Contact Waste Pro USA at 850-561-0800

Where do I find more information about job openings with the County?

Visit www.gadsdencountyfl.gov and look for the Department of Management Services page. You may also contact them at 850-875-8660.

Who do I contact about a dog or cat problem or an animal complaint?

You may contact our Animal Control Services at 850-875-8658 to place a work order request. An officer will follow up with you once you have registered your work order.

There are abandoned cars and houses in my neighborhood. Who do I call for help?

Contact Gadsden County Code Enforcement at 850-875-8665. The officers will be more than happy to assist you with addressing your concerns.

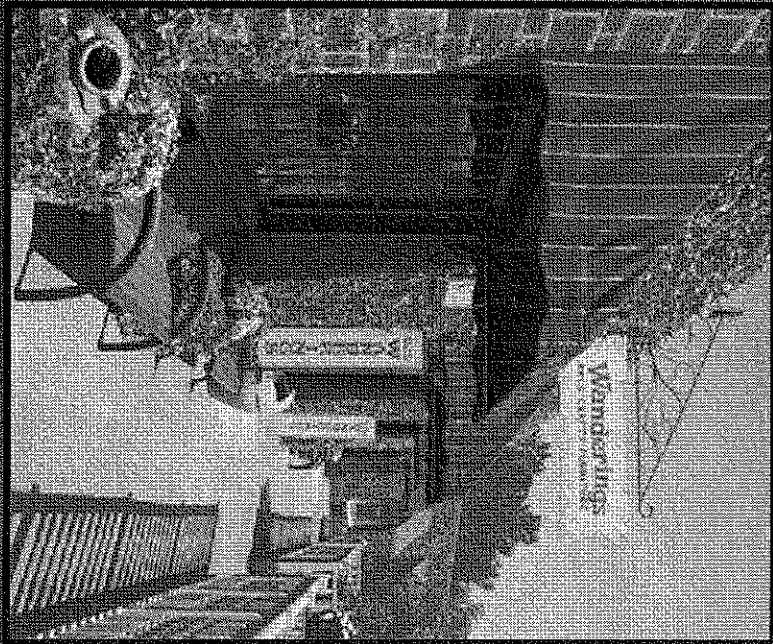
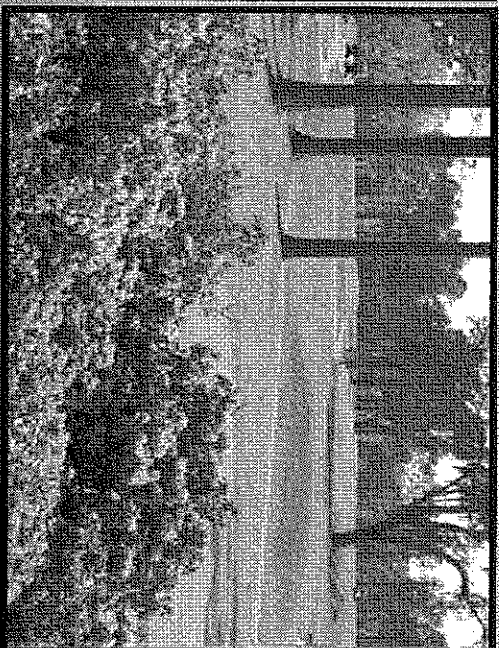
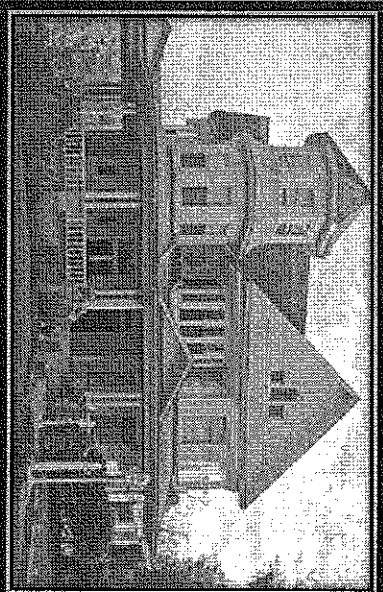
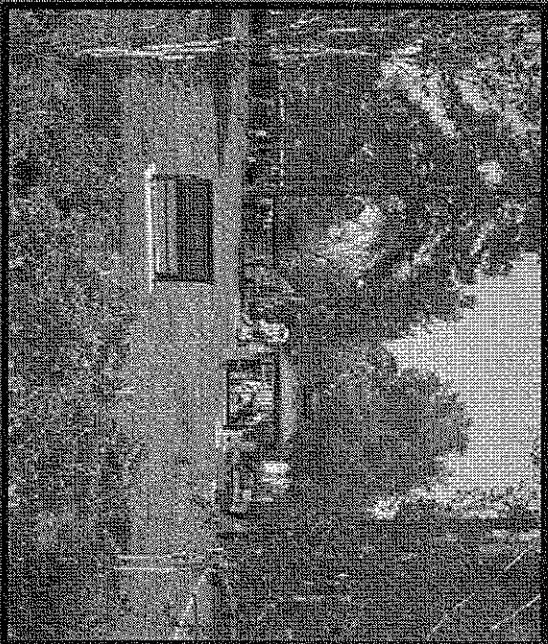
I live on a private dirt road, how do I get my road maintained?

Contact Gadsden County Public Works at 850-875-8672 and request information about the private road scraping program. There is an hourly fee associated with the program.

I want to build a house in Gadsden County. What do I need to do?

You first need to complete a housing application. Staff will review the application as quickly as possible and conduct a site visit to the property. As soon as we have completed our review of your application, we will direct you to our County Building Department so they may guide you through the permitting and inspection process. For more information, contact Planning and Community Development at 850-875-8663.

A Glimpse of Gadsden...A Place We Call HOME!



*Pictures courtesy of
GadsdenFla.com*



Department of Management Services

The Department of Management Services provides the Human Resource and Procurement functions for the Board of County Commissioners. This department seeks to develop and implement those policies, programs and benefits that will assist the County in fulfilling its overall mission.

The Human Resources Division seeks to assist County departments in meeting the needs of our citizens by providing a qualified, stable, safe, drug free and competitively compensated workforce through sound personnel practices while complying with federal and state personnel law.

This Division administers recruitment, drug testing, job classification and pay, employee training and development programs, affirmative action, labor relations, health and safety and personnel information processing. This section also administers all employee awards and benefit programs and ensures employees are evaluated fairly for job performance.

Procurement

The Division maintains complete, accurate records and handles procurement activity utilizing good business practices in an efficient, effective and economical manner. This area provides procurement of goods and services for all Departments within the County in conjunction with Board approved procurement policies and procedures.

Human Resource

Human Resource's mission is to continue to provide a professional, trained and diverse workforce through competitive recruitment and retention. Efforts are constantly being made to enhance employee based benefits such as affordable health care with emphasis placed on encouraging employees to adopt a healthy lifestyle.

New software is now fully functional that has automated our employee data management.

The annual audit of the Human Resource policies, procedures, forms and documents by a Labor Law firm is ongoing to make sure the County remains in compliance with applicable employment laws. As a result of the audits, future revisions to the Personnel Policies and Procedures Manual are planned.

Arthur L. Lawson, Sr.
Assistant County Administrator
9 East Jefferson Street
P.O. Box 1799
Quincy, FL 32353-1799
(850) 875-8660
managementservices@gadsdencountyfl.gov

Department of Management Services Probation Division

Gadsden County Probation is responsible for monitoring all court ordered county probation cases/defendants with misdemeanor criminal charges, traffic criminal charges, and some felony charges. All defendants ordered to perform community service hours must report to County Probation to receive the necessary paperwork. County Probation is also responsible for informing the Court of any violations of probation, the progress on diversion cases, and the completion of all cases monitored by Probation.

Accomplishments For 2012 Included:

- Terminated 394 probation cases
- Monitored an average of 413 current cases per month
- Scheduled 380 cases/defendants for community service
- Filed 305 VOPs (Violations Of Probation)
- Scheduled 489 urinalyses (drug and alcohol tests)
- Assigned 11 defendants to TCC High School Diploma Program
- Helped defendants avoid jail helping to relieve jail overcrowding
- Handled 27 felony cases placed on County Probation
- Assigned 668 new cases
- Monitored 20 cases/defendants who obtained a valid drivers license
- Verified 312 cases/defendants that completed community service hours

The Road Ahead...

Division Goals For 2013

- Florida Association of Court Clerks (FACC) annual training - have entire staff attend
- FACC regional training - both officers and managers attend
- Schedule more community service workers to Gadsden County
- Track number of community service hours performed for Gadsden County
- Cut costs within the Division
- Improve or at least maintain same level of service while cutting costs

Martha Chancey, Division Manager
Gadsden County Probation
5-A East Jefferson Street
P.O. Box 1799
Quincy, FL 32353-1799
(850) 875-8667
Espanol (850) 875-8678
countyprobation@gadsdencountyfl.gov

Department of Management Services Veteran Services Division

Veteran Services is responsible for filing Veteran Affairs (VA) claims for Veterans and their families. Staff also serve as advocates for Veterans, informing them of their rights and benefits. The Veteran Services Division provides transportation services for Veterans to and from the Tallahassee VA Outpatient Clinic.

Accomplishments For 2012 Included:

- Attended Veteran Service Officer Recertification Training provided by the Florida Department of Veteran Affairs
- Veteran Service Officer voted Vice President of North Florida Area County Veterans Service Officers Association, representing 13 counties
- Increased transportation services for County Veterans to and from medical appointments established by the VA
- Continue to provide over \$2,000,000 per year in new revenue through VA claim production
- Facilitated job placement/training workshop for Veterans through Workforce Plus Tallahassee Branch
- Held Memorial Day celebration to remember the men and women who died while serving their country
- Conducted Veterans Day Celebration to honor the service of all U. S. Military Veterans, living and deceased
- National Guard Sendoff February 15, 2012

The Road Ahead...

Division goals for 2013

- Procurement of a new passenger van for transportation services provided to County Veterans
- Obtain web access to VA database to submit and review benefit claims for Veterans
- Continue annual FDVA Certification Training
- Continue transportation services for County Veterans
- Maintain division allocated budget for 2013



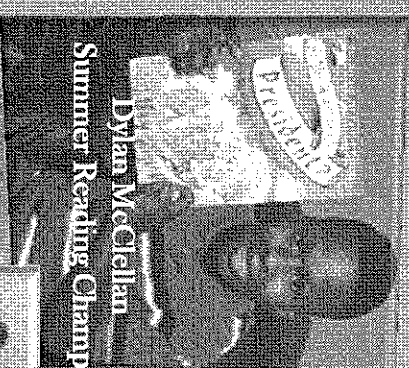
Jerome Jordan, Veteran Services Officer
Jessie Moore, Asst. Veteran Services Officer
Gadsden County Veteran Services
9 East Jefferson Street
P.O. Box 1799
Quincy, FL 32353-1799
(850) 875-8661
veteranservices@gadsdencountyfl.gov

Library Services

Accomplishments For 2012 Included:

- 104,610 people visited our libraries
- 52,405 visitors used library computers
- Sponsored 960 programs that attracted 34,367 participants
- 86,778 items were borrowed from our libraries
- 29,724 residents used our library meeting rooms
- New Local History and Genealogy Corner was created at the McGill Library stocked with materials including Ancestry Library Edition, Heritage Quest, African American Heritage, and Family Tree Maker software
- Free Sign Language workshops were introduced to the public and will continue by popular demand
- Federal youth science grant brought educational resources to local schools and community audiences. A second year grant will expand these science programs and activities across the County.
- Hundreds of Gadsden County Public Library card holders logged into "Universal Class" to take over 500 free continuing education courses online at <http://gadsdenfl.universalclass.com/register.htm>.
- High-speed broadband Internet was installed at the Bill McGill Library which helped computer users cruise the internet at faster speeds
- Adult computer classes were supplemented with open lab help sessions to boost digital literacy
- County public libraries were proud to serve as voter registration sites and polling places during the 2012 election year

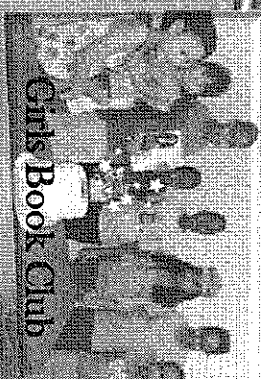
*In the year ahead, the Gadsden County Public Library System looks forward to drafting a new long-range plan and hosting a "Viva Florida" event celebrating the 500th anniversary of the founding of our state.



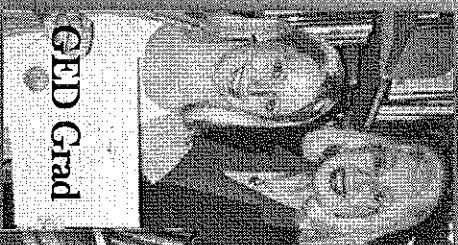
Dylan McClellan
Summer Reading Champ



Open House



Girls Book Club



GED Grad



Greensboro



Anastasia Means Dallas

Dr. Carolyn E. Poole, Director
732 Pat Thomas Parkway
Quincy, FL 32351

(850) 627-7106

libraryservices@gadsdencountyfl.gov

Cooperative Extension Services

The Gadsden County Extension Program is a cooperative effort between county government, United States Department of Agriculture, University of Florida, and Florida A&M University to extend the educational service of these universities to the people of the county. Subject matter areas include agriculture, family and consumer sciences, 4-H and other youth programs, community economic development, natural resource development and environmental quality.

The Gadsden County Extension Service continues to provide lifelong, continuing education opportunities to the residents of Gadsden County in the areas of Family and Consumer Science, 4-H Youth Development, Agriculture and Community Resource Development. The information and training available to local residents is provided by faculty located in the Gadsden County office who utilize research based information from the University of Florida and Florida A & M University.

Accomplishments For 2012 Included:

Gadsden 4-H

- Gadsden County 4-H used a variety of educational methods to reach youth in 2011-2012
- The 4-H program had 3,351 clientele contacts

1,323 youth participated in educational programs that were six or more hours on environmental science, healthy living, clothing production, Robotics, GPS/GIS Mapping, public speaking, animal science and agricultural science.

199 adult and youth volunteers contributed 879 service hours which equates to over \$16K in value added to the program.

Volunteers were trained in risk management, working with youth, youth-adult programming, teams, chaperone certification, environmental science and robotics.

Family and Consumer Science Program

The Family and Consumer Science programs focused on the Money Mentor Program.

The program, supported by Bank of America, mentored individuals in need of help getting their financial situation in order, from organizing financial documents to credit issues.

Trained 19 volunteers, of which 15 worked with members of the prison population who were preparing to transition into the community, reaching 430 individuals.

Because the Extension Office carries Housing and Urban Development Counseling designation, the Family and Consumer Sciences agent continues to provide the Homebuyer Education Classes on a quarterly basis reaching 66 residents in 2012.

Cooperative Extension Services

Horticulture and Small Farm Program

Programs provided 172 individuals with eight extension programs that provided knowledge and skills in muscadine grape production, pruning small fruits, pesticide use and safety education, IPM techniques for vegetables and lettuce in raised-beds and plant growth fundamentals for beginning farmers

273 nursery and landscape maintenance personnel attended six extension programs to help better manage their business operations while safeguarding the environment

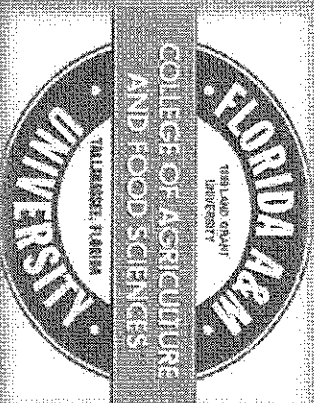
Eighty-five individuals attended extension programs that provided participants with knowledge and skills in residential landscapes, invasive exotic plant and animal species and how to manage nuisance wildlife in your backyards to better manage landscapes and the environment

Provided district wide classes on beekeeping, beef cattle and forestry issues

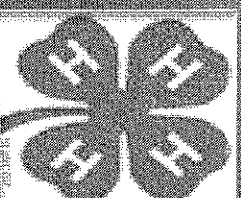
Gadsden County's 2012 Agricultural Innovator award went to Kay Phillips of Clinton Nurseries of Florida located in Havana

The Gadsden County Enterprise Zone Development Agency, coordinated by the County Extension Director, assisted twelve retail, nine manufacturing and fifteen consultants with Florida State Tax incentives education

422 jobs were created in the county and seven new businesses were established during this reporting period



Dr. Henry Grant, County Extension Director
2140 West Jefferson Street
Quincy, FL 32351-1905
(850) 875-7255
gadsden@ufl.edu
<http://gadsden.ifas.ufl.edu/>



Department of Public Works

The County Public Works Department is responsible for preparing and monitoring capital projects, ensuring consistent day to day maintenance of County roads and storm water infrastructure and responding to the needs of our citizens including inquiries/complaints relating to right-of-way issues. The demand for service is extremely high due to the nature of routine maintenance, road building and weather related problems. Due to the diverse environmental factors that affect roads and drainage, Public Works must constantly adapt to current weather conditions.

Accomplishments for 2012 included:

- Installed 1,042 tons of asphalt through our pothole/road patching program
- Revised and updated the County's Dep'ts Management Plan and Public Works Emergency Management Plan for Emergency Response Teams
- Performed 1,750 service request/preventative maintenance services on fleet vehicles and heavy equipment
- Resurfaced Dodger Ball Park Road via state grant funds of \$364,378.00
- Replaced a triple barrel 72" culvert crossing on Salem Road (CR159) with an in-house pilot project for an approximate cost of \$40,000.00; similar projects if outsourced would cost approximately \$100,000.00

Public Works received \$6,190,859.00 in grant funds in 2012. Construction to be completed in 2015.

Public Works saved Fiscal Year 2011-2012 with an audited surplus of \$149,327.00 across all divisions.

Public Works began using the SeeClickX software application to receive and track resident work order requests. The application is free and available on the web and on android, blackberry and iOS mobile devices.

Mosquito Control Services

The mission of the Gadsden County Mosquito Control Service is to monitor and abate mosquito problems in the unincorporated areas of Gadsden County. Mosquitoes may pose a public health threat and as such, need to be monitored and controlled carefully. If you have a mosquito problem, please phone in a work order request so we may address your specific concern.

Charles Chapman, Public Woks Director
MacArthur Dunn, Mosquito Control
1284 High Bridge Rd.
Quincy, FL 32351
(850) 875-8672
(850) 627-5396 (Mosquito Control)
publicworks@gadsdencountyfl.gov

Department of Planning and Community Development

Accomplishments for 2012 included:

- Gadsden Express service has been very successful since its launch in 2010 and ridership has grown steadily. The County has secured additional funding and will provide match money to keep the service running throughout 2013
- Staff applied for and received a \$90,000 grant to fund a Pedestrian and Bicycle Master Plan. Design and engineering of a Bike/Pedestrian Trail from Havana to Quincy will begin in early 2013
- Clearing is underway for the Quincy Bypass which will re-route heavy truck traffic from downtown Quincy and ease congestion in the city's central business district
- P&CD staff processed the following four (4) Comprehensive Plan Amendments which included: FPSI (Blue Star Highway, US 90 East), Seay (Pt. Milligan, SR 12), Hutchinson Ferry Road and Bostick Road
- County staff, assisted by Kimley-Horn and Associates Inc., continued to work on the EAR-based amendments and Area Plans, securing Planning Commission approval for the EAR-based amendments and one Area Plan (Highway 90 Corridor Plan)

Staff is working with the County Administrator to make changes to the Land Development Code in an effort to streamline the development and approval process.

No new major or minor subdivision applications were processed in 2012.

Staff processed fifteen boundary adjustments, twenty-three two-for-one parcel applications and issued eighty new driveway construction permits and three sediment and erosion control permits.

Staff received and processed approximately eighty-one new housing applications, a 20% increase.

Nine Land Use Verifications were issued in 2012 and two Variances were processed.

Staff has updated the County's Future Land Use map to reflect land use amendments, municipal annexations, etc.

Two years into the EPA Brownfield grant, a number of public and private sites have been assessed for contamination.

Anthony Matheny, Director
9 East Jefferson Street
Quincy, FL 32351
(850) 875-8663
growhndevelopment@gadscencountyfl.gov

Gadsden Emergency Medical Services

2012 Department Review

Gadsden Emergency Medical Services operates five (5) fulltime Advanced Life Support Ambulances. Two are based at our main station located at 412 East Jefferson Street in Quincy serving the central area of the county. One is based at Capital Regional Medical Center Gadsden Campus in Quincy for inter-facility transports. One is based on the grounds of Florida State Hospital in Chattahoochee and serves the western portion of the county. One is also based in Havana, serving the eastern area of the county. A Supervisor is based in Quincy who responds to critical calls and supervises the daily field operations of the service. Gadsden EMS operates under an advanced and aggressive set of medical protocols authorized by our Medical Director, Dr. Jose Santana.

- Responded to 9,010 requests for service
- Transported 6,588 patients to area hospitals
- Began a complete fleet replacement program due to the age and condition of our ten (10) ambulances
- Florida State Hospital in Chattahoochee provided a facility for a sub-station in Chattahoochee which freed up space to be used to house a new physician in the Gadsden County Health Department's Chattahoochee Clinic

EMS was successful in obtaining a radio communications grant to complete the required Narrowband Radio implementation and purchase 12 new portable radios for use by field personnel. EMS implemented online training allowing employees to complete continuing education requirements in a more timely and efficient manner.

EMS implemented 12 Lead EKG transmissions to area hospitals allowing physicians to review EKGs prior to the patient's arrival, reducing wait time in the Emergency Room and resulting in many patients going directly to the Cardiac Catheterization Lab.

EMS converted its patient data base to cloud hosting online with the expert assistance of the County Information Technology Department. The Cloud hosting of run reports results in timelier processing of patient care reports and stores patient records on a secure and fully HIPAA compliant hosting site.

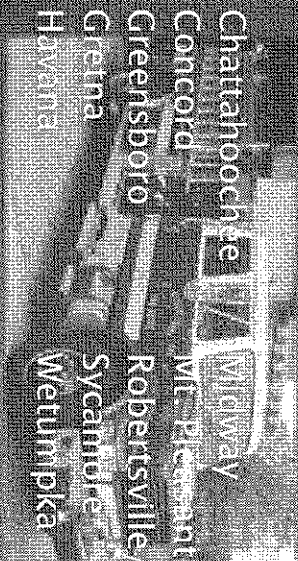
The Road Ahead... Projects slated for 2013 include completion of fleet upgrade, revision of medical protocols, matching grant application with Department of Health for electric powered stretchers to reduce incidents of employee back injuries, and electronic transfer of EKG and patient vital signs into our electronic run reporting system.



Gadsden Fire Rescue Services

Gadsden County Fire Rescue provides structural fire protection, wild land fire fighting and specialty rescue such as confined space rescue, trench rescue, elevated rope rescue, vehicle and machinery extrication, building collapse rescue and water rescue for residents of Gadsden County. The Fire Rescue Division provides advanced life support paramedic services to the entire county spanning more than 500 square miles. The majority of the Fire Services division is staffed by volunteers throughout the un-incorporated areas of Gadsden County.

Gadsden County Volunteer Fire Departments



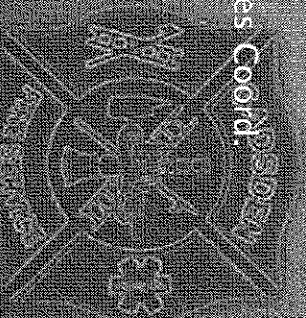
Chattahoochee
Concord
Greensboro
Gretna
Havana
Midway
Mt. Pleasant
Robertsville/St. John
Sycamore
Weumplka

The Gadsden Fire Rescue Services is responsible for responding to all fire suppression and vehicle accidents/rescues along with the assistance of the City of Quincy Fire Department when needed. Our volunteer departments combined responded to approximately 848 fire and vehicle accidents/rescue related calls in 2012.

Accomplishments For 2012 Included:

- Reprogrammed our fire radio system onto the Gadsden Fire Channel and added three (3) radios channels for communication at the scene of an emergency.
- Successfully completed and passed the annual fire vehicle pumps, ladders and hoses testing.
- Installed and replaced hydrant markers on state and county roads.
- Began the process of staffing the Robertsville St. John Fire Department with firefighters 12 hours a day 7 days a week.
- Started fire hydrant assessments to have more fire hydrants installed throughout the county.
- Replaced fire brush truck with better trucks given to Fire Services by EMS.

Tommy Baker, EMS / Fire Chief
Capt. Andre Walker, Fire Services Coord.
412 East Jefferson Street
P.O. Box 488
Quincy, FL 32353-0488
(850) 875-8690
gcems@gadsdencountyfl.gov



Building Inspection,

Facilities Maintenance, Code Enforcement

Building Inspection

Accomplishments for 2012 included:

- Completion of the Cold Weather Shelter renovations and the Eugene Lamb Community Park at Rich Bay
- Facelift and upgrade at the Gadsden County Jail which included painting, electrical upgrade and installing a new chiller
- Facelifts at the Pat Thomas Park which included repairing docks, electrical upgrade, renovating bath houses, painting and grounds maintenance
- Performed plans review and inspections for the City of Quincy's new fire station on Joe Adams Road
- Resurfaced the parking lot at the Gadsden County Health Department in Quincy
- Installed new HVAC units at the following locations: Records Center, Recording Office in the Courthouse, Judge Garner's Chambers, USDA Building, Quincy and Havana Libraries and the Edward J. Butler Building

Permits Issued By Commission Districts	
District 1	201
District 2	193
District 3	140
District 4	90
District 5	79

\$185,753 in revenue was generated through permitting

Code Enforcement

Areas of Emphasis in 2012 included:

- Old mobile homes that are in need of repair or demolishing
- Dangerous buildings and old houses
- Illegal dumping on roadsides and private land
- Junk vehicles and vehicle parts

Facilities Maintenance

Areas of Emphasis in 2012 included:

- Worked diligently to maintain the County's twenty-eight (28) buildings
- Maintained the facilities and grounds at all County parks
- Performed facelifts on several County buildings including the Edward J. Butler Building, Supervisor of Elections Office, Guy A. Race Judicial Complex, William Inman Agricultural Center
- Employees completed various Safety Training Classes

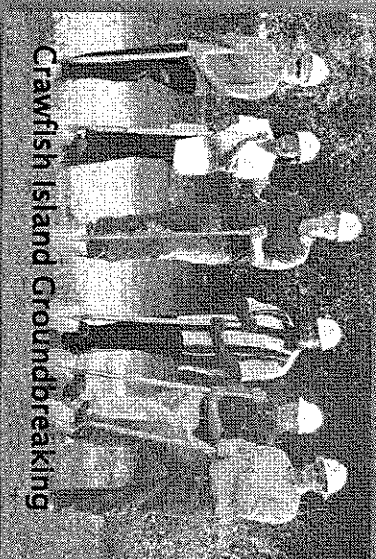
Clyde Collins, Building Official
9 East Jefferson Street
P.O. Box 1799
Quincy, FL 32353-1799
(850) 875-8665
buildinginspection@gadsdencountyfl.gov

State Housing Initiative Partnerships (SHIP) Administration

The SHIP Program provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multi-family housing. The program is designed to serve very low to moderate income families. SHIP provides down payment and closing cost assistance for eligible applicants. The program funds emergency housing repair and rehabilitation projects in accordance with established criteria and offers mortgage foreclosure prevention assistance as available. Through this program, more of our elderly and disabled population are able to have the security of living in a safe and comfortable home.

Accomplishments For 2012 Included:

- Prepared and submitted annual close-out reports to Florida Housing Finance Corporation
- Expended all SHIP/IFP funds
- Held outreach workshop at Gadsden Arms Apartment complex during National Fair Housing Month to encourage residents to become first time homebuyers
- Have seen eighty-five (85) potential first-time homebuyers in our office
- Assisted five (5) first-time homebuyers with down payment/closing cost assistance
- Rehabilitated fourteen (14) homes and currently have 250 housing applications on file for rehabilitation



Crawfish Island Groundbreaking

Ground breaking for the Crawfish Island Disaster Recovery was held. Recently awarded the Disaster Recovery Grant for completion of the Early Landlord Program. The Division was awarded by the Florida Department of Economic Opportunity and was commended for having a well organized program.

Phyllis Moore, SHIP Administrator
9 East Jefferson Street
Quincy, FL 32351
(850) 875-8659
pmoore@gadsdencountyfl.gov

Division of Neighborhood Services

Parks Services

The Division of Parks currently consists of two full-time employees. The purpose of this division is to enhance the quality of life in Gadsden County by providing the spaces that will facilitate the resident's pursuit of recreation in a safe and enjoyable setting.

Parks and Recreation serves all citizens of Gadsden County from children to senior citizens. Services and programs are not limited to any population based on physical or mental abilities.

Due to the external service nature of the division, Parks and Recreation experiences enormous pressure to meet the demands of Gadsden County's current and growing population. This pressure is mostly a result of the various age sectors, recreational interests and varying interests of new residents within the County.

Solid Waste

The Solid Waste Division carries out two main functions. It monitors the County's two closed landfills through various scheduled tests as required by DEP and the Division is responsible for the County's Household Hazardous Waste (HHW) Collection program. Residents needing to discard HHW may dispose of these items at the County Public Works Department on Thursdays 12pm - 2pm. The Division also hosts two Saturday Hazmat Collection Days in March and October.

Waste Pro USA provides curbside household garbage pickup and recycling for County residents. To establish an account with Waste Pro call 850-561-0800.

Animal Control Services

The purpose of the Animal Control Services Division is to control unwanted or nuisance animals (cats and dogs) throughout the County and in the City of Quincy. The County's two full-time Animal Control Officers respond to citizen complaints to aid in enforcing the County's leash law and removing stray animals from their property. There is a major need for animal control and this division answers the call of all citizens or visitors to the county who may be facing an animal control problem.

The environmental factors that affect this division include having to retrieve dangerous animals. The very nature of the way that animals have to be removed or rescued may require employees to be placed in dangerous situations and small crawl spaces. The challenge facing this division is finding homes for some of the animals we pick up in the community. With the assistance of the Gadsden County Humane Society some of the surrendered and abandoned animals in the county can be placed in loving homes.

The responsibilities of the Animal Control Officers are limited to domesticated animals (cats and dogs) and some farm animals. Residents experiencing problems with wildlife such as raccoons, possums, bears, coyotes, etc. should contact the following agencies: Florida Fish and Wildlife Commission (488-4676) and the Saint Francis Wildlife Commission (627-4151).

Neighborhood Services

9-B East Jefferson Street

P.O. Box 1799

Quincy, FL 32353-1799

(850) 875-8658

(850) 875-4544 (Pat Thomas Park)

animalcontrol@gadsdencountyfl.gov

parksandrecreation@gadsdencountyfl.gov

Citizen Advisory Committees

Tourism Development Council

The TDC makes recommendations to the County Commission for the use of the tourist development tax revenue in accordance with provisions of Section 125.010(4) (C), Florida Statutes.

Planning and Zoning Commission

The Planning Commission acts as the local planning agency and, in selected code referred issues, as a development review board as described in Section 2-171 of the Gadsden County Code of Ordinances.

Industrial Development Authority

The Gadsden County Industrial Development Authority is authorized to secure bonds to acquire, construct, and install projects in Gadsden County by a pledge of revenues derived by the Authority.

Construction Licensing Board

The Construction Licensing Board approves Florida state registered contractors to work in Gadsden County, decides if infractions are valid and disciplines contractors registered in Gadsden County for infractions brought against them by owners who have contracted them for work.

Library Commission

This commission shall serve in an advisory capacity to the County Library Director in respect to all matters pertaining to the Gadsden County Public Library System and Public Library Services.

Gadsden Hospital Board, Inc.

The Gadsden Hospital Board, Inc. oversees the operation and maintenance of the hospital under lease to the Corporation by the Board of County Commissioners.

Affordable Housing Advisory Committee

The Affordable Housing Advisory Committee assists the County in developing and conducting needed neighborhood revitalization and housing rehabilitation programs using SHP and Community Development Block Grant (CDBG) funds.

Development Council

The mission of the Gadsden County Development Council is to help foster community and economic development in Gadsden County, Florida by serving as a countywide forum for planning, coordinating, and communicating about pertinent programs, projects and issues.

Value Adjustment Board

The purpose of the Value Adjustment Board (VAB) is to hear appeals regarding denied exemptions, petitions relating to assessments, and appeals concerning ad valorem tax deferrals.

Airport Authority

It is the duty of the Authority to conduct a study of the advantages, facilities, resources, products, attractions, conditions, and all other data concerning the district that relate to the airport and air navigation needs, provide for the development, construction, operation and maintenance of the airport and related facilities.

Gadsden Hospital Trust Committee

In 1952, a Trust was established for the benefit of the hospital in Gadsden County. Investment decisions are made by a three member committee in consultation with the Trustee.

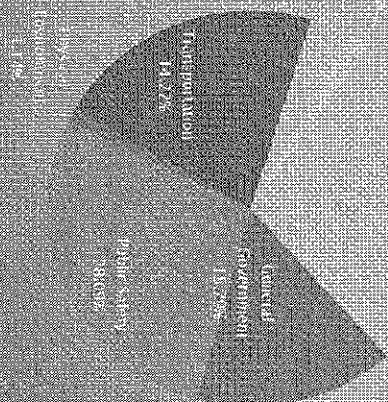
FY'12-FY'13 Budget Comparison Expenditures

County-Wide Comparative Expenditure Analysis

Governmental Activities: The following is a comparative analysis of the County's governmental expenditure budget by source for the Fiscal Year 2011/2012 and 2012/2013.

	FY 11/12 Budget*	FY 12/13 Budget*	Variance Amount	%
General Government	\$ 6,288,163	\$ 6,421,253	\$ 133,090	2%
Public Safety	11,675,174	11,423,763	(251,411)	-2%
Physical Environment	816,935	462,973	(353,962)	-43%
Transportation	5,107,705	5,785,756	678,051	13%
Economic Environment	371,433	390,522	19,089	5%
Human Services	2,036,466	2,525,072	488,606	24%
Culture and Recreation	1,247,432	1,336,169	88,737	7%
Court Related	732,276	675,726	(56,550)	0%
Other Uses	13,619,342	11,651,928	(1,967,414)	-14%
Total	41,894,926	40,673,162	\$ (1,221,764)	-3%

* Source: the budget as published in the newspaper per the Truth in Millage requirements.
For both years, the budget will be amended to reflect approved grants.



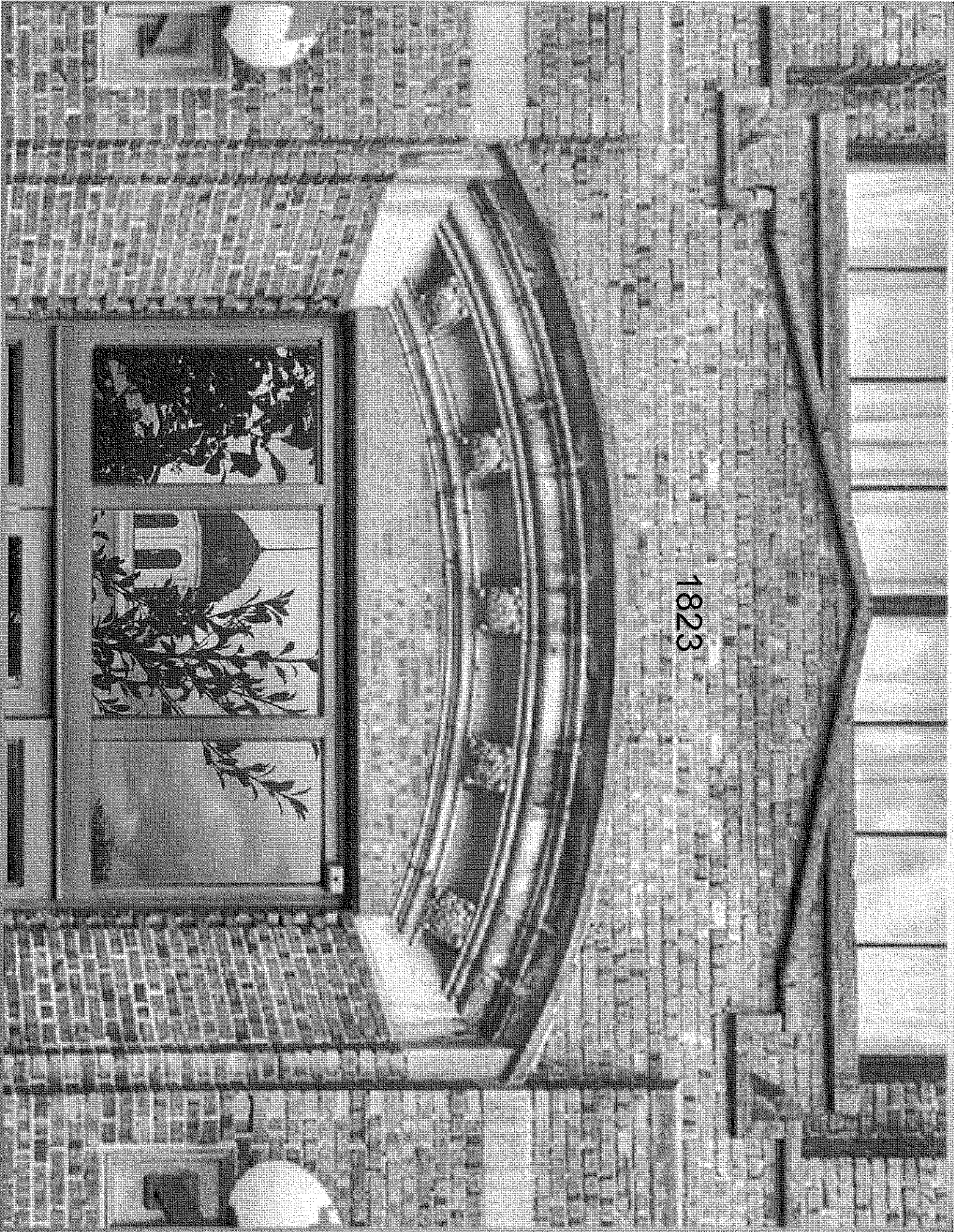
FY'12-FY'13 Budget Comparison Revenues

County-Wide Comparative Revenue Analysis

Governmental Activities: The following is a comparative analysis of the County's governmental revenue budget by source for the Fiscal Year 2011/2012 and 2012/2013.

	FY 11/12 Budget*	FY 12/13 Budget*	Variance Amount	%
FY 12-13 Budget				
Ad Valorem Taxes	\$ 12,207,725	\$ 11,897,039	\$ (310,686)	-3%
Telecommunication Service Tax	280,000	302,492	22,492	8%
Fines & Forfeitures	20,700	20,700	-	0%
Franchise Fee	100,000	100,000	-	0%
Sales and Use Taxes	4,482,989	4,398,329	(84,660)	-2%
Licenses & Permits	255,000	220,000	(35,000)	-14%
Intergovernmental Revenue	9,130,392	9,662,312	531,920	6%
Federal Grants	-	-	-	0%
Charges for Services	3,685,854	2,952,993	(732,861)	-20%
Miscellaneous Revenues	280,576	240,651	(39,925)	-14%
Transfers from other funds	12,864,446	12,602,397	(262,049)	-2%
Adjustment to Revenue	(1,412,756)	(1,723,751)	(310,995)	22%
Total	\$ 41,894,926	\$ 40,673,162	\$ (1,221,764)	-3%

* Source - the budget as published in the newspaper per the Truth in Millage requirements. For both years, the budget will be amended to reflect approved grants.



1823



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

December 19, 2012

MEMORANDUM

TO: Chairman, Board of County Commissioners
Local Mitigation Strategy Working Group Chair/Coordinator

FROM: Miles E. Anderson, Chief, Bureau of Mitigation
State Hazard Mitigation Officer
Florida Division of Emergency Management

MSA

SUBJECT: Annual request for update, per 27P-22 Florida Administrative Code

The purpose of this memo is to remind the Local Mitigation Strategy (LMS) Chairperson of the Florida Administrative Code 27P-22.004 (formerly 9G-22.004) requiring an annual update on information regarding the LMS plan and working group.

Please provide the following materials:

- Current list of members of the LMS working group, identifying current chairperson and/or coordinator (and contact information- e-mail, phone, and mailing address)
- Current list of mitigation measures (also referred to as actions, initiatives or projects)
- Major changes (if applicable) to the local hazard assessment, critical facilities list, repetitive loss properties list or plan maps occurring in the past year.

The Florida Administrative Code 27P-22.004 is enclosed for your reference. **Please note: this is not a request for your 5-year plan update.**

Please send this updated information *by the last working weekday of January 2013* (January 31, 2013) to the following address:

Florida Division of Emergency Management
Attention: Mitigation Planning Section
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

or email the information to your LMS State Liaison, per the enclosed map. Your liaison can also answer any questions or comments on this matter if needed. Thank you.

Encl #1

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current LMS.

- (1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.
- (2) The Working Group shall include, at a minimum:
 - (a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;
 - (b) Representation from all interested municipalities within the county; and
 - (c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and nonprofit organizations.
- (3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.
- (4) The Working Group shall have the following responsibilities:
 - (a) To designate a Chairperson and Vice-Chairperson;
 - (b) To develop and revise an LMS as necessary;
 - (c) To coordinate all mitigation activities within the County;
 - (d) To set an order of priority for local mitigation projects; and
 - (e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:
 1. Changes to the hazard assessment;
 2. Changes to the project priority list;
 3. Changes to the critical facilities list;
 4. Changes to the repetitive loss list; and
 5. Revisions to any maps.

*Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS.
History—New 2-24-02, Formerly 9G-22.004.*

Sheriff

PHONE (850) 627-9233



Morris A. Young

P.O. BOX 1709
QUINCY, FLORIDA 32353-1709

File
Gadsden County

24 JANUARY 2013

MEMORANDUM

TO: Mr. Miles E. Anderson
State Hazard Mitigation Officer
Florida Division Of Emergency Management

FROM: Major Shawn Wood
Director, Gadsden Emergency Management
P.O. Box 1709
Quincy, FL 32353-1709

Dear Sir:

Reference your letter of 19 December 2012, Subject: Annual Update, the following information is forwarded for your review: Enclosure #1 "Contact Information" and at Enclosure#2 you will find a copy of our latest LMS Meeting Minutes specifying all our projects and including our Top Five Prioritized Projects. There are no major changes to our local hazard assessment, critical facilities or repetitive loss properties.

POC: Charles Brinkley, Gadsden EM Coordinator @ 850-875-8642

Happy New Year!

SHAWN WOOD
Director
Gadsden Emergency Management

Enclosure #2

GADSDEN COUNTY LOCAL MITIGATION STRATEGY MEETING

24 JANUARY 2013

- I. OPENING REMARKS: MAJOR SHAWN WOOD & CHARLES BRINKLEY (LMS UPDATE)
- II. MEETING OBJECTIVE: REVIEWS ESTABLISHED PROJECTS & STATUS
- III. IDENTIFY NEW PROPOSED PROJECTS & DISCUSSION
- IV. CONSOLIDATION OF LMS MEMBERS' COMMENTS & RECOMMENDATIONS
- V. LMS MEETING SUMMATION
- V. CLOSING REMARKS

LOCAL HAZARD MITIGATION MEETING

24 JANUARY 2013

SIGN IN SHEET

NAME	POSITION	CONTACT #
Charles Brinkley	EM Coordinator	875-8642
Shawn Wood	EM Director	875-8642
Buddy Peddie	911 Coordinator	875-8824
Kent Pridemore	DEP. CHIEF Midway Fire	519-4240
Lee GARNER	City Manager	663-4475
Andre Walker	Fire/EMS	875-8688
Cliff SCHNEFF	PUBLIC WORKS	875-8672
Aaron Kissler	Health Dept.	519-0278
Jerome Turner Jr.	Captain - Midway P.D.	850-459-8982
Rosevelt Morris	CITY MANAGER	850-574-2355
Robert Presnell	County Administrator	875-8650

Aaron Kissler
@doh.state.fl
US

LMS PROJECT LISTING & TOP FIVE PROJECTS

PROJECT	PROJECT STATUS/ PRIORITY
BEAR CREEK RD	ROAD PROJECT COMPLETED
HIGH BRIDGE RD	ROAD PROJECT COMPLETED
CONCORD ROAD	PROJECT COMPLETED
KNIGHT ROAD	50% COMPLETED 50% ENGINEERING
WILLIAMS ROAD	ROAD PROJECT COMPLETED
CHATTAHOOCHEE	CITY HALL RETROFIT PLAN ONGOING
CRAYFISH ISLAND	ENGINEER STUDY COMPLETED FOR PROJECT INVOLVING 63 HOME, BRANCH STREET AND WIDENING THE RAILROAD EASEMENT. COST TOTAL PROJECT ESTIMATED AT \$1,037,000. FEMA, LOCAL, DEP ENVIRONMENTAL PERMITTING ONGOING. ALSO, FDOT WILL BE A SUPPORT AGENCY. PROJECT ONGOING
#1 PROJECT	RETOFIT PROJECT ONGOING. ESTIMATED AT \$4422,000. SEARCH FOR GRANTS. PROJECT MAYBE STIFFED TO THE CHATT. LIBRARY. STATUS TBD.
CHATT PD/FD	
#2 PROJECT	CRAYFISH ISLAND PROJECT IS UPGRADED.
#3 PROJECT	FLOOD MITIGATION. WATER MGMT IS IS RE-ASSESSING THE REQUIREMENT.
#4 PROJECT	HAZARDOUS MATERIALS TEAMS ARE BEING TRAINED. RECOMMEND PRIORITY INCREASE.
#5 PROJECT	SHELTER AWARENESS. COUNTY PIO SHOULD PUBLICIZE WGHS SHELTER STATUS & HMS IDENTIFIED AS A RETROFIT PROJECT.
#6 PROJECT	DEBRIS FIELDS. PROJECT IS PROGRESSING & REQUIRES FUNDING
#7 PROJECT	COMMUNICATION/ REPEATERS/ TOWER MAINTENANCE REQUIRES UPGRADE IN PRIORITY
#8 PROJECT	EAST GADSDEN HS SHELTER IS COMPLETED.
#9 PROJECT	LANIER RD. REQUIRES EXTENSION TO BRIDGE
#10 PROJECT	GRETN A ELEMENTARY SCHOOL PROJECT NEEDS TO DOWNGRADE PRIORITY &

#11 PROJECT	COORDINATE GSD.
#12 PROJECT	HAVANA PD STATION PROJECT IS ONGOING.
#13 PROJECT	CENTRAL ROAD IN MIDWAY IS BEING PAVED.
#14 PROJECT	FIRE STATION #2 IS AWAITING FUNDING.
#15-#17 PROJECT	KITTS LANE PROJECT. NO CHANGE IN STATUS.
# 18 PROJECT	NO CHANGE IN STATUS.
	EMS QUINCY STATION PROJECT REQUIRES UPGRADE.
#19 PROJECT	COMPLETED. DROP FROM LIST.
#20-#22 PROJECT	FLAT CREEK ROAD, HUTCHINSON RD.& KENT RD REMAIN ON LIST.
#23 PROJECT	LINCOLN ROAD REQUIRES DOT FUNDS
#24 PROJECT	CONCORD ROAD REQUIRES UPGRADE IN PRIORITY.
#25 PROJECT	NO CHANGE.
#26 PROJECT	SHELINE ROAD DELETE FROM LIST.
#27 PROJECT	TALLAVANNA TRAIL PRIORITY UPGRADED. SEEKING FEDERAL FUNDING VIA GRANTS THROUGH EWP/USDA W/SPONSORSHIP GR&B.
#28 PROJECT	MOBILE HEALTH DEPT RESPONSE VEHICLE
#29 PROJECT	HEALTH DEPARTMENT BACKUP GENERATOR
#30 PROJECT	QUINCY FD RETROFIT TO WITHSTAND HURRICANE FORCE WINDS
#31 PROJECT	ROSEDALE WATER PROJECT, ESTIMATED AT \$1.2-2.0 MILLION
#32 PROJECT	GRETNA COMMUNITY CENTER & EVAC CENTER
#33 PROJECT	MIDWAY VOLUNTEER FIRE STATION #2
#34 PROJECT	NEW GREENSBORO VFD STATION
#35 PROJECT	LAKE GRETNA MITIGATION
#36 PROJECT	MIDWAY WASTE WATER & SEWER PROJECT
#37 PROJECT	UPDATE COUNTY EM WEB PAGE
#38 PROJECT	COUNTYWIDE EMERGENCY ALERT SYSTEM
#39 PROJECT	MUTUAL AID AGREEMENT WITH GCSS FOR EMERGENCY BUS TRANSPORTATION
#40 PROJECT	DISSEMINATION OF HAZARDOUS MATERIAL INFORMATION TO PUBLIC
#41 PROJECT	HAVANA STORMWATER DRAINAGE SYSTEM
#42 PROJECT	JACKSON & GADSDEN HOST SHELTER
#43 PROJECT	ENROLLMENT IN N.F.I.P.
#44 PROJECT	STANDARDIZE SAFETY EQUIPMENT FOR FIREFIGHTERS COUNTYWIDE
#45 PROJECT	UPGRADE AMBULANCES & FIRE TRUCKS
#46 PROJECT	EXPAND HAVANA VFD STATION
#47 PROJECT	MIDWAY CITY HALL BACKUP GENERATOR
#48 PROJECT	MIDWAY FD BACKUP GENERATOR
#49 PROJECT	RETROFIT MIDWAY CITY HALL,FD

#50 PROJECT	& COMMUNITY CENTER
#51 PROJECT	RIVER PARK OVERPASS
	OCHLOCKNEE POINT APARTMENTS
	EMERGENCY EGRESS
#52 PROJECT	HIGH BLUFF COURT DRAINAGE PROBLEM

The committee further re-established the Gadsden County Top Five Priority List. Priorities as of 24 January 2013 is as follows:

- 1. Crayfish Island Emergency Exit (EST \$1.3 Million) (Project Ongoing)****
- 2. Lanier Road Extension to Hardaway Road**
- 3. Hazardous Material Team Training**
- 4. Concord Bridge Upgrade (Project Is Completed)****
- 5. Communications: Repeaters & Tower Maintenance**

Attachments:
Meeting Agenda
Attendance roster

SHAWN WOOD
Major & Director
Emergency Management

LOCAL MITIGATION STRATEGY TEAM
GADSDEN COUNTY, FLORIDA

NAME	AGENCY	TITLE	E-MAIL	MAILING ADDRESS	PHONE
MAJOR SHAWN WOOD	GADSDEN COUNTY SHERIFF'S DEPT	CHAIRMAN	swwood@tds.net	P.O. BOX 1709, QUINCY, FL 32351	850-875-8642
CHARLES BRINKLEY	GADSDEN COUNTY EM COORD.	LMS COORDINATOR	charles.brinkley@tds.net	SAME AS ABOVE	850-875-8642
JACK MCCLEAN	ANTONIO JEFFERSON	CITY MANAGER, GRETNA	ajefferson@mygretna.com	CITY OF GRETNA, PO BOX 220, GRETNA FL 32332	850-519-0681
HOWARD MCKINNON	CITY OF QUINCY	CITY MANAGER, QUINCY	jmclean@myquincy.com	CITY OF QUINCY, 404 E. JEFFERSON ST, QUINCY FL 32351	618-0035
LEE GARDNER	CITY OF HAVANA FL	CITY MAYOR, HAVANA	hmgtr@mchsi.com	TOWN OF HAVANA, C.T. BLDG, 711 S. MAIN ST HAVANA, FL 32333	539-2820
AUBURN FORD	CITY OF CHATTAHOOCHE FL	CITY MANAGER	citymanager@fourpoints.net	CITY MGR, PO BOX 188, Chattahoochee FL 32302	663-4046
CHAPMAN, CHARLES	CITY OF MIDWAY	CITY MANAGER	aford@midwayfl.com	PO BOX 438, MIDWAY, FL 32343	574-2355
ANDRE WALKER	BUDDY PITTS	CITY MANAGER	towntof@greensboro@tds.net	CITY HALL, PO BOX 66, GREENSBORO, FL 32330	442-6215
TOMMY BAKER	PUBLIC WORKS	DIRECTOR	cchapman@gadsdencountyfl.gov	1284 HIGH BRIDGE RD, QUINCY, FL 32351	875-8672
HOWARD SMITH	COUNTY VOL. FIRE DEPARTMENTS	DIRECTOR	awalker@gadsdencountyfl.gov	412 E. JEFFERSON ST, QUINCY FL 32353	510-6793
AARON KISSLER	COUNTY EMS	DIRECTOR	tbaker@gadsdencountyfl.gov	412 E. JEFFERSON ST, QUINCY FL 32353	933-7927
	QUINCY FIRE DEPARTMENT	FIRE CHIEF	hesmith@netquincy.com	20 N STEWARD ST., QUINCY FL 32351	875-7315
	GADSDEN HEALTH DEPARTMENT	HEALTH DEPT DIRECTOR	aaron-kissler@doh.state.fl.us	278 LASALLE LEFFAL DRIVE, QUINCY FL 32351	875-7200 EXT 342