

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

AGENDA

**Regular Public Meeting
April 2, 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. Know No Pain Presentation
(Lisa Randolph, Domestic Violence)

Clerk of Courts

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

Consent

3. Approval of Minutes – March 5, 2013 - Regular Meeting
4. Ratification of Approval to Pay County Bills
5. Approval of Commissioner Croley and Commission Hinson's Travel to the National Association of Counties (NACO) Annual Conference
(Douglas Croley, Chairman and Eric Hinson, Vice-Chairman)
6. Approval of Performance Agreement with Life As Art Productions
(Carolyn Poole, Library Director)

7. Approval of Signatures for Special Assessment Liens and Rehabilitation Contracts – State Housing Initiative Partnership Program (SHIP) and BOCC Emergency Repair Program
(Phyllis Moore, SHIP Administrator)
8. Request Approval of a Membership Agreement with National Joint Powers Alliance (NJPA)
(Arthur Lawson, Assistant County Administrator)
9. Clarification of Previously-Approved Department of Economic Opportunity (DEO) Technical Assistance Grant Award Amount and Funding of Kimley-Horn and Associates Individual Project Order (IPO) Number 2012-1
(Anthony Matheny, Planning and Community Development Director)
10. Approval to Execute Updated Application with the Florida Municipal Insurance Trust (FMIT)
(Robert Presnell, County Administrator)

Items Pulled for Discussion

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

Public Hearings

General Business

11. Approval of Services Contract for Special Magistrate
(Clyde Collins, Building Official)

County Administrator

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

County Attorney

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

Discussion Items by Commissioners

14.

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

March Meeting(s)

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

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON MARCH 5, 2013, AT 6:00 P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:

- Present: Doug Croley-District 2, Chairman
- Eric Hinson-District 1, Vice-Chairman
- Brenda Holt-District 4 (arrived late)
- Sherrie Taylor-District 5
- David Weiss, Assistant County Attorney
- Robert Presnell, County Administrator
- Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

***NOTE**There were technical difficulties with the recording video equipment for this portion of the meeting.*

Chair Croley called the meeting to order at 6:00 p.m.

He then asked everyone to stand for prayer and the pledge of allegiance to the U.S. Flag.

Commissioner Holt arrived at this juncture of the meeting.

AMENDMENTS AND APPROVAL OF AGENDA

The agenda was amended to delete Item 1 – Discussion of Economic Opportunity for Gadsden County and Item 16 Approval of Joint Participation Agreement for Gateway Signage and Landscaping Project

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA AS AMENDED. ITEMS 1 AND 16 WERE REMOVED.

AWARDS, PRESENTATIONS AND APPEARANCES

1. ~~Discussion of a Possible Economic Opportunity for Gadsden County~~

This item was removed from the agenda as noted above.

CLERK OF COURTS

2. County Finance and County Clerk Issues

Clerk Thomas was not present. No reports were made and no issues were identified.

CONSENT

Items 8 and 9 were removed from the Consent Agenda for Discussion.

Gadsden County Board of County Commissioners
March 5, 2013 – Regular Meeting

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE ITEMS 3-7 AND ITEMS 10-11 OF THE CONSENT AGENDA ITEMS 8 AND 9 WERE PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.

3. Approval of Minutes

-February 5, 2013 – Regular Meeting

4. Ratification of Approval to Pay County Bills

-Accounts Payable Dated: February 22, 2013
February 28, 2013
-Payroll Dated: February 21, 2013

5. Approval and Signature on the 2013 E911 Spring Rural County Grant Application

6. Resolution 2013-004 Declaring the Week of May 19-25, 2013 as Public Works Week in Gadsden County, Florida

7. Approval to Sell Surplus Equipment/Vehicles at Auction

#1795 2005 Ford E-350 1FBNE31PX5HA91795
#1796 2005 Ford E-350 1FBNE31P15HA91796
#1797 2005 Ford E-350 1FBNE31P15HA91797
#5207 1999 Dodge B-250 2B5WB2523XK525207
#104 1997 Ford Taurus 1FALP51U8VA313652
#1522 2000 Chevrolet 1500 1GCEC14V6YE421552

8. ~~Seeking the BOCC Support to Apply for Funding Through the USDA Rural Development to Purchase New Fire Trucks~~

Pulled for Discussion

9. ~~Approval to Sell an Anesthesia Machine to Tallahassee Memorial Healthcare (TMH)~~

Pulled for Discussion

10. Approval to Accept the FY 2013/14 Proposed Budget Calendar

11. Approval to Accept the FY 2013 First Quarter Report

ITEMS PULLED FOR DISCUSSION

8. Seeking the BOCC Support to Apply for Funding Through the USDA Rural Development to Purchase New Fire Trucks

This item sought board approval for the Board's support to apply for funding to purchase two new county fire trucks for Robertsville/St. Johns and the Mt. Pleasant Volunteer Fire Departments through USDA Rural Development. This measure is in keeping with the replacement plan for the volunteer fire departments in the unincorporated areas of the county. These departments have

the oldest trucks in the fleet and are experiencing more repairs as the emergency call volume has increased.

Commissioner Taylor pulled this item for discussion and after a brief discussion the Board was ready to vote.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE SUPPORT TO ROBERTSVILLE/ST. JOHNS AND THE MT. PLEASANT FIRE DEPARTMENTS TO APPLY FOR FUNDING THROUGH THE USDA RURAL DEVELOPMENT TO PURCHASE NEW COUNTY FIRE TRUCKS.

9. Approval to Sell an Anesthesia Machine to Tallahassee Memorial Healthcare (TMH)

For the last several years, the county has leased an anesthesia machine to Tallahassee Memorial Healthcare (TMH). It is one that was left at the hospital by the former tenant when it closed. TMH has leased the equipment for \$200 per month and the contract will expire February 28, 2013. TMH asked to purchase the machine for \$2400. The staff concluded that it was a fair price and recommended approval of the sale. A bill of sale and the property disposal record form was attached to the agenda report.

Commissioner Morgan pulled this item for discussion and asked if the money would be earmarked for the benefit of the hospital. No conclusive reply was made to the question.

Commissioner Hinson had questions concerning the machine and the amount of money that Tallahassee Memorial Hospital was willing to pay for it.

Mr. Presnell explained that TMH had given the County notice that they would not be renewing the lease and Mr. Glazer had asked them if they would be interested in purchasing the equipment.

Commissioner Hinson stated he would like to look into other options before making a decision. Commissioner Morgan added that the machine was antiquated and could no longer be used for what it was used for years ago. He added that Mr. Glazer had recommended it was a good move for the County.

Commissioner Hinson asked what role Mr. Glazer' played with regard to his recommendation.

Commissioner Morgan explained that he was the County's attorney and his specialty was the hospital.

Commissioner Hinson stated he thought maybe the County "could earn their money a little bit, the County Administrator, and let him do some research".

Commissioner Holt stated that Mr. Glazer had worked for the Board on several different occasions in dealing with the hospital, but she had no objections to waiting to make the decision if Commissioner Hinson felt uncomfortable in moving forward with a sale.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 2-3 TO APPROVE THE SALE OF THE MACHINE. COMMISSIONERS HOLT, HINSON AND

TAYLOR OPPOSED. MOTION FAILED.

UPON MOTION BY COMMISSIONER HINSON AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 5-0 BY VOICE VOTE TO TABLE THIS ITEM UNTIL THE NEXT MEETING TO ALLOW THE COUNTY ADMINISTRATOR TIME TO BRING BACK A MORE ACCURATE APPRAISAL OF THE MACHINE.

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

There were no citizens requesting to speak.

PUBLIC HEARINGS

12. First Public Hearing-Ordinance to Amend Section 6600 Immediate Family Exceptions (IFE), of the Gadsden County Land Development Code (LDC) to Allow the Sale of IFE Residences (Legislative Action)

On January 24, 2013, a public hearing was held by the Planning Commission and they voted 10-1 to approve ordinance as proposed.

Chair Croley asked Mr. Presnell to introduce the item.

Mr. Presnell stated the provisions in the LDC once allowed a portion of homesteaded property to be deeded to immediate family members, but with deed restrictions that prevented transfer of the property outside of the family. That provision sunsetted in 2008, but the staff still has to deal with issues arising from those IFE parcels because of the deed restrictions. He explained that the proposed change would grant relief to those home owners by allowing the property to be sold outside the family after five years.

Chair Croley called for any comments from the public and there were none.

A MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECONDED BY COMMISSIONER HOLT TO APPROVE THE ORDINANCE DESCRIBED ABOVE THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ORDINANCE.

13. Public Hearing – Request for Authority to Amend the TDC By-Laws (Voting Process) Allowing Electronic or Web Attendance and Voting of Physically Absent Members. Ordinance Number 2013-003

Mr. Presnell introduced the item and stated this was a request for authority to amend the TDC by-laws to allow for electronic voting at their board meetings.

Chair Croley called for any comments from the public and there were none.

Commissioner Taylor stated she had no problems with this matter, but was concerned with the legitimacy.

Matt Thro, TDC Vice-Chair, appeared before the board and stated he had spoken with Mr. Lawson

and without amending the by-laws, the members would not be able to call in for the meetings or place their vote electronically.

Commissioner Hinson stated he had a problem with people calling in and asked the attorney if e-mails would be allowed.

Mr. Weiss stated it meant that telephone or web appearance would be accepted.

Commissioner Morgan stated for clarification, this was not amending the by-laws, but would allow for the members to electronically attend the meeting.

Commissioner Croley stated for "housekeeping" purposes, there was a scrivener's error in regard to the Ordinance number and the corrected number was 2013-003.

Commissioner Holt asked for clarification and stated that under **Article 4**, it could be misconstrued or misleading to the general public by what was meant by "call in or web attendance" and thought the language needed to be made clearer by adding "audio and/or visual attendance".

A MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON, BEFORE THE BOARD VOTED THE MOTION WAS RESCINDED.

A MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECONDED BY COMMISSIONER HINSON TO APPROVE THIS ITEM WITH AMENDED LANGUAGE TO INCLUDE TELEPHONE OR WEBINAR WITH AUDIO AND/OR VISUAL ATTENDANCE. THE BOARD VOTED 5 – 0 BY VOICE VOTE TO APPROVE.

GENERAL BUSINESS

14. Approval of the Comprehensive Emergency Management Plan (CEMP)

Mr. Presnell introduced the above-described item and stated the County had a Comprehensive Emergency Management Plan, a very extensive document, which outlined procedures for county departments to follow during an emergency. He said the State required the Plan to be approved every five years and this was an update of the 2008 plan.

CHARLES BRINKLEY, GADSDEN EMERGENCY MANAGEMENT ADMINISTRATOR, appeared before the Board and stated it was mandated by the State that the Plan be updated every five years and they had received an A+ on their "report card" with regard to the plan.

Commissioner Taylor stated she was in favor of approving the plan, but asked for a workshop with Emergency Management staff because the County is ultimately responsible in emergencies.

Mr. Presnell stated each commissioner was furnished with a CD and a printed version of the plan and the printed version was extremely thick. He added he thought it would be beneficial to everyone to have a workshop and the Emergency Management staff could do a condensed version and answer any questions the commissioners might have.

Commissioner Morgan thanked Mr. Brinkley for sharing the Plan and for all the work that had been done. He asked if there was any telephone notification county-wide for any potential emergencies

such as hurricanes, etc.

Mr. Brinkley said at the present time there was not a mass call-out system and stated there had been five or six contractors that had given presentations and the range of their fees varied enormously.

Commissioner Morgan said he had issues approving an Emergency Comprehensive Plan that did not include a mass call-out system.

Chair Croley shared that it had been discovered that when there was a call-out, many people now used their cell phones, a lot of people did not answer their phone on the first call and when they called back, it was overwhelming to the 911 Emergency Center in receiving all the call-backs. He added what sounded like a good idea in theory on a practical standpoint, caused a lot of problems in reality.

A MOTION WAS MADE BY COMMISSIONER HOLT AND SECONDED BY COMMISSIONER TAYLOR TO APPROVE THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN. THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE THE ITEM. COMMISSIONER MORGAN OPPOSED.

15. Quincy Shuttle Status Report and Request for Second Round of Funding

Mr. Presnell introduced the above item and stated the City of Quincy had historically, along with the Board, funded the Shuttle and the funding had expired. He added the City had tabled this item at their last meeting.

Commissioner Hinson indicated he thought this was something great and was hopeful that the County and other cities could jump on board. He added when he was campaigning, one of the biggest concerns from the seniors was transportation and he was hoping to now not “open up a can of worms but a can of opportunities”.

Commissioner Taylor shared that just this morning there was a senior citizen that used the services to get to the Senior Center and she commented that the ridership was low. But she added that when they talked about the riders, there were two categories: the ones who used it for school every day and the ones who used it for work.

Commissioner Hinson said he thought the County needed to make a statement regarding the transit system and advertise it in the local newspapers.

Chair Croley stated the City of Quincy had not committed as of yet for their share of the funding and without the City of Quincy’s partnership, it became a moot point. He added the Chair would be willing, if the Commissioners were in agreement, to entertain tabling the matter until the City had decided what they were doing.

A MOTION WAS MADE BY COMMISSIONER HOLT AND SECONDED BY COMMISSIONER MORGAN TO TABLE THIS ITEM. BEFORE THE VOTE WAS TAKEN, COMMISSIONER HINSON HAD QUESTIONS.

There was further discussion among the Board.

Commissioner Holt stated she only suggested tabling this to give Quincy an opportunity to step up.

Commissioner Taylor stated that the County needed to send Quincy a message, “This Board was willing to see and accept and appreciate transportation and we know the value of it because we HAVE to look at the bigger picture; we are over the County.” She added that we need to send them a message that we were ready and willing to hold up to our end of the funding contingent upon Quincy holding up their end.

Commissioner Holt withdrew her motion and added that since this issue was brought up, if the County funded this, would that make the County responsible for the other half if Quincy did not come up with their half of the funding.

Mr. Presnell stated their choices were to pass it contingent on Quincy passing it or...

Commissioner Holt stated she had no problem in voting for this but wanted to make sure that the County was not held responsible for the other half.

A MOTION WAS MADE BY COMMISSIONER HOLT AND SECONDED BY COMMISSIONER TAYLOR, TO APPROVE THE ITEM CONTINGENT ON THE CITY OF QUINCY APPROVING THEIR FUNDING. THE BOARD VOTED 3-2 BY VOICE VOTE TO APPROVE IT. CHAIR CROLEY AND COMMISSIONER MORGAN OPPOSED.

Commissioner Taylor asked that the media alert the public that the county Commissioners were doing their part to keep the transportation going.

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

This item was removed.

17. Approval to Award Bid Number 13-01 to Emerald Coast Striping, LLC and Contract for Emergency Striping Service for \$10,423.47.

Mr. Presnell introduced the item and stated that the bid was awarded to Emerald Coast Striping for striping of Scotland Road (District 1), Main Street in Chattahoochee (CR 269 District 3), Howell Road (District 4) and Strong Road (District 5)

A MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECONDED BY COMMISSIONER MORGAN TO APPROVE THE BID AWARD TO EMERALD COAST STRIPING, LLC FOR \$10,423.47 AND AUTHORIZE THE CHAIRMAN TO EXECUTE ALL DOCUMENTS INCLUDING THE CONTRACT. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

18. Replacement of a Member to the County Tourist Development Council

Mr. Presnell introduced the item and stated there had been a resignation of staff on the Tourist Development Council and they were seeking a recommendation to fill the vacancy.

Chair Croley stated it was the recommendation of the TDC to place Mr. Hemant Patel on the Board.

A MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECONDED BY COMMISSIONER MORGAN TO APPOINT HEMANT PATEL TO THE TDC. BEFORE THE VOTE WAS TAKEN, COMMISSIONER HOLT HAD QUESTIONS.

Commissioner Holt asked if there were any requirements for the nominees to come from a specific district to be able to have equal representation within the districts.

Mr. Weiss said there was nothing in the By-Laws that stated the members had to be from specific districts.

THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE HEMANT PATEL TO THE COUNCIL.

COUNTY ADMINISTRATOR

19. Update on Board Requests

Mr. Presnell reported the following:

- As of March 12th, the County will have the ability to accept debit/credit cards enabling the public to purchase permits and take care of their business.
- The Planning and Zoning Commission will receive training on either April 19th or the 26th and the county commissioners were welcome to attend the training as well.
- United States Small Business Administration will be holding a workshop at the McGill Library on Thursday, March 14th, from 6-8 p.m. to give a presentation and to assist with any questions from the public in starting or growing a small business within the county.
- Bond Community Health Center will start in the next few weeks in the county providing primary care services and will offer dental as well with their mobile unit

Commissioner Morgan asked if a date had been decided for the retreat and Mr. Presnell stated he was in the process of acquiring dates and asked if it was still the preference of the board members to hold the retreat on a Saturday and everyone agreed it was.

COUNTY ATTORNEY

20. Update on Various Legal Issues

The attorney had nothing to report.

DISCUSSION ITEMS BY COMMISSIONERS

21.

Commissioner Morgan, District 3 – District 3 Concerns

Commissioner Morgan stated he had been told by several citizens of Chattahoochee that they had

seen the county commission meetings on the City of Chattahoochee television and asked if anyone knew anything about it and no-one did.

Commissioner Holt, District 4 – County Concerns

Commissioner Holt stated regarding the TDC by-laws concerning Article 8, she asked that it be brought back to the Board for clarification.

A MOTION WAS MADE BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 BY VOICE VOTE TO HAVE BY-LAWS REVIEWED BY THE COMMISSION.

Commissioner Holt stated she was still requesting an enterprise zone workshop. Mr. Presnell stated it was in the works.

She added she thought a workshop regarding emergency management was a good idea because the hurricane season was coming up.

Commissioner Holt also added that she attended, along with Chair Croley and Commissioner Morgan, the workshop on the minority chamber and thought it was something that needed to be looked at closely because the County needed all the economic development they could get.

She further added she had spoken with a grant writer who asked her if she could partner with the County in helping to obtain grants. She added comments in the past was the Clerk was the administrator of the grants but that was not true, the Clerk's job was to pay bills, collect money and make sure the Commissioners followed the law.

Commissioner Taylor, District 5 – No Items

Commissioner Taylor stated the website for Gadsden County needed to be updated.

Mr. Presnell stated that would be addressed during the budget process because the entire set-up needed to be revamped, but currently, it had to be updated by a firm in California. He agreed it needed to be "flashy but fluid as well."

The commissioner added that "I'm hoping at some point in the near future we brand this county, one that says "Our doors are open, We want you. We are streamlining our Planning and Zoning Department. We can get your doors open quicker than anybody in the Big Bend area." That's the idea if we're going to get them in here".

She asked that the Board to visit Family Exemptions.

A MOTION WAS MADE BY COMMISSIONER HOLT AND SECONDED BY COMMISSIONER HINSON TO REVISIT THE FAMILY EXEMPTIONS PROCESS. BEFORE THE BOARD VOTED, THERE WAS DISCUSSION.

Chair Croley:

"Only exercising the privilege of the chair, Commissioner Taylor, nothing that I had ever seen up here caused as much harm to the public as that action did and that is why, if the Commissioner will

recall and go back and look at the number of people up here crying over that and why we had to do, take that action tonight. I'm just reminding you of the fact that that was a terrible situation for the citizens. Just bear that in mind for what you asked for. We can talk more about it at a later time. But do we have a motion to approve that item being added for discussion? It's been motioned and seconded. Do we have, I'm calling for a vote. All in favor of putting the item on the agenda for discussion please signify by saying Aye. All opposed?

THE BOARD VOTED 5-0 BY VOICE VOTE TO REVISIT THE IMMEDIATE FAMILY EXEMPTION AND BRING THE MATTER BACK FOR DISCUSSION.

Commissioner Taylor commented to Mr. Presnell that the annual report was put out in a timely manner; it was thorough, had a lot of information and needed to be made available for the public so they would know what was going on in the County.

Commissioner Taylor commented that she knew bringing a magistrate on board was in the works and asked how soon the Board thought that would be because she had received a call from citizens on the lake and the "junkyard right on the lake" that was next to them .

Chair Croley stated he had spoken with the Administrator concerning that matter today and it was his understanding that Judge Parsons had entered into a verbal agreement.

Mr. Presnell added that the agreement had been entered into, Mr. Lawson had prepared the contract and Legal had the contract to review.

Commissioner Taylor then commented that she knew how important it was to move the meetings along, but sometimes it was the dialogue they had to help them "make the case for what we're trying to do and each of us do it a little different" and asked that they be respectful to each other and give everyone a fair amount of time for the discussions. She added that she meant no disrespect to the Chair and she thought he was doing a fine job as Chairman.

Commissioner Hinson, Vice Chairman, District 1 – County Concerns

Commissioner Hinson thanked Mr. Presnell and his staff for their response to the citizens regarding the recent flooding problems.

He stated regarding the TDC, he thought they were on the right track but thought District 1 needed some representation. He mentioned that other than David Knight, District 1 was excluded from representation on the Council.

He also mentioned the transportation issue and wanted to work on expanding coverage to the outlying areas.

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

Chair Croley stated he wanted to make sure they all could say that he made sure that they were treated fair, that he was trying to run the meetings in an effective and efficient manner with showing respect to everyone and was not trying to deprive them from expressing themselves.

Gadsden County Board of County Commissioners
March 5, 2013 – Regular Meeting

He thanked the County staff for all they do for the County, especially with regard to the recent weather.

RECEIPT AND FILE

22. -For the Record: Crawfish Island Disaster Recovery – Gadsden County, FL Closeout Certification Letter

March Meeting(s)

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

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 7:24 P.M.

GADSDEN COUNTY, FLORIDA

DOUGLAS M. CROLEY, Chair

ATTEST:

Marcella Blocker, Deputy Clerk

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2013

Date Submitted: March 13, 2013

To: Honorable Chairman and Members of the Board

From: Douglas M. Croley, Chairman
Eric F. Hinson, Vice-Chairman

Subject: Approval of Commissioner Croley and Commissioner Hinson's Travel to the National Association of Counties (NACO) Annual Conference

Statement of Issue:

Per the Gadsden County BOCC travel policy, Commissioners are required to request Board approval for travel. This agenda item seeks approval for Chairman Croley and Vice-Chairman Hinson to travel to Fort Worth, Texas leaving on July 18, 2013 and returning on July 22, 2013 to attend the 2013 NACO Annual Conference.

Background:

Historically in the past, only the Chair has attended the NACO Conference; however, Vice-Chairman Hinson has requested to attend this year. The NACO Conference provides County officials with great opportunity to vote on NACO's policies related to federal legislation and regulation and find out about issues impacting counties across the country.

Analysis:

N/A

Fiscal Impact:

The Cost of Commissioner Croley and Hinson's travel will be between \$5,000.00 and \$6,000.00. \$2,150.00 is budgeted for this FY for the NACO Annual Conference. Once the final cost is determined an internal budget amendment will be processed to cover the difference.

Options:

Option 1: Approve Commissioner Croley and Commissioner Hinson's travel to the 2013 NACO Annual Conference.

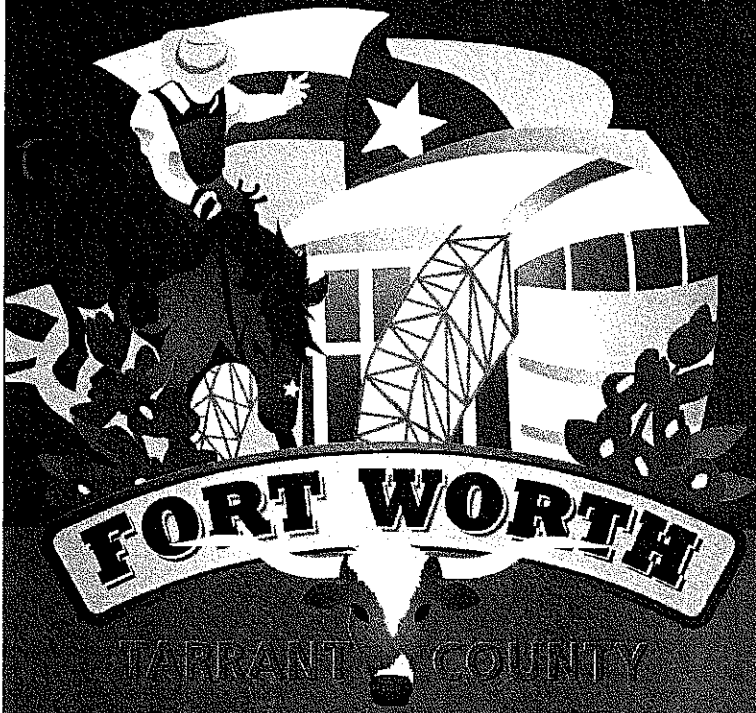
Option 2: Board Direction.

County Administrator Recommendation:

Option 1:

Attachments:

1. 2013 NACO Conference Schedule



2013

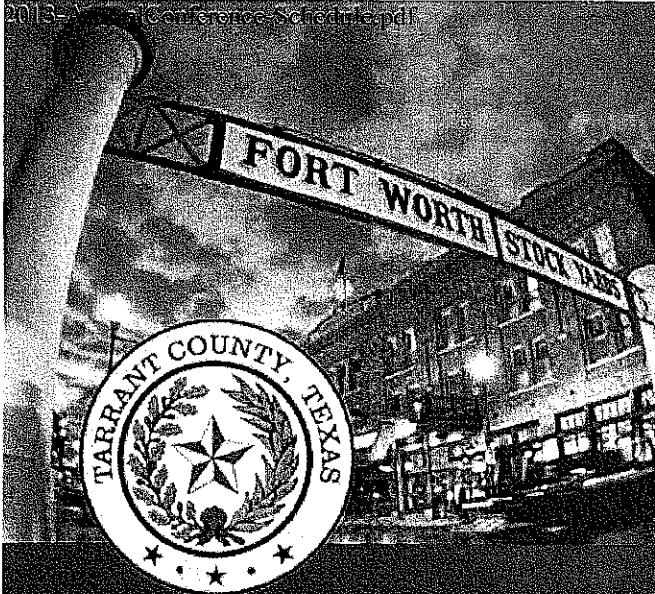
County Solutions and Markets

The Annual Conference of the National Association of Counties



July 19-22

Fort Worth Convention Center ★ Fort Worth/Tarrant County, Texas



CONFERENCE SCHEDULE

WELCOME TO FORT WORTH, TEXAS!

Fort Worth is the one of the largest cities in Texas and the 16th-largest city in the United States. Much of the flavor and attitudes that are the histories of Tarrant County live on to this day. The frontier has changed, but not the pioneering spirit.

Tarrant County is now home to a diverse spectrum of businesses and lifestyles. Cattle and agriculture, as well as aerospace companies and defense contractors, play a major role in the economic foundation of the County. Tarrant County's western heritage sits side by side with its internationally renowned Cultural District. It's a destination shaped by a commitment to its downtown revitalization and urban renewal; a dedication to its world-renowned cultural arts district; rich pride in its Western heritage and a loyalty to its major-league sports and family attractions.

Schedule is subject to change. All events will take place at the Fort Worth Convention Center unless otherwise noted.

Friday, July 19

7:30 a.m. – 5:00 p.m.
Registration

8:00 a.m. – 5:00 p.m.
Steering Committee, Subcommittee and Affiliate Meetings

All delegates are welcome to attend any NACo Steering or Sub-Committee meeting.

8:30 a.m. – 5:00 p.m.
Tech-Innovations Summit
Advance registration required.

3:00 p.m. – 4:00 p.m.
New Member Orientation/ First Time Conference Attendees Reception

4:00 p.m. – 5:30 p.m.
Marketplace Reception
Open to all Exhibitors and Attendees! Stroll the Marketplace aisles and get an advance look at the suppliers showcasing their products and services.

Saturday, July 20

7:30 a.m. – 5:00 p.m.
Registration

8:00 a.m. – 2:00 p.m.
Steering Committee, Subcommittee and Affiliate Meetings

All delegates are welcome to attend any NACo Steering or Sub-Committee meeting.

9:00 a.m. – 3:00 p.m.
Marketplace Open --Extended Hours!

Includes Marketplace Lunch

1:00 p.m. – 3:00 p.m.
Leadership Educational Sessions

3:15 p.m. – 5:00 p.m.
Opening General Session

5:30 p.m. – 6:30 p.m.
Policy Coordinating Committee

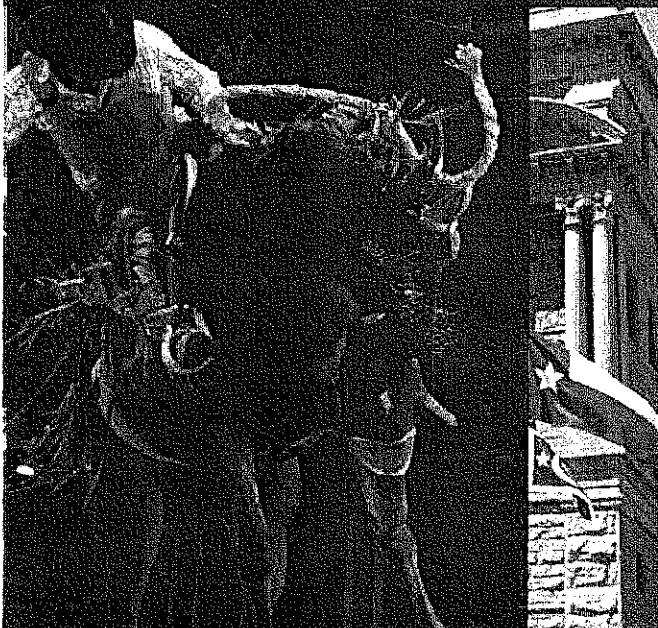
Sunday, July 21

7:30 a.m. – 4:00 p.m.
Registration

8:00 a.m. – 8:50 a.m.
Early Bird Educational Sessions
Get an early start to your day with some coffee and stimulating education!

8:30 a.m. – 12:30 p.m.
Marketplace Open --Extended Hours!
Includes Continental Breakfast

9:00 a.m. – 12:00 Noon
Concurrent Educational Sessions
Educational sessions will be developed based on the following:
Healthy Counties, Smart Justice, County Resiliency, Leadership & Management, Cyber for Counties, Green Government, Counties Work, Jobs & the Economy.





9:00 a.m. – 12:00 Noon

Solutions for Shale Impacted Counties

Hydraulic fracturing, also known as fracking, is a process used by the natural gas industry to extract natural gas. While the process has garnered environmental concerns over water and air pollution, fracturing also has the potential to create jobs, boost local economies, and provide energy security for years to come.

Can environmental concerns be balanced with energy needs? Where are the risks and the opportunities for counties?

Come learn more about federal and state actions, environmental concerns, industry efforts and county experiences.

12:30 p.m. – 2:30 p.m.

Annual Luncheon Program

This is the first Annual Luncheon Program of the County Solutions and Marketplace! You won't want to miss it!

Advance registration and an additional \$15 fee required.

2:45 p.m. – 4:00 p.m.

Concurrent Educational Sessions

Educational sessions will be developed based on the following:

Healthy Counties, Smart Justice, County Resiliency, Leadership & Management, Cyber for Counties, Green Government, Counties Work, Jobs & the Economy.

4:15 p.m. – 5:45 p.m.

NACo Board of Directors Meeting

Evening Open

Monday, July 22

8:00 a.m. – 5:00 p.m.

Registration

8:00 a.m. – 9:00 a.m.

NACo Regional Meetings

9:00 a.m. – 10:15 a.m.

Concurrent Educational Sessions

Educational sessions will be developed based on the following:

Healthy Counties, Smart Justice, County Resiliency, Leadership & Management, Cyber for Counties, Green Government, Counties Work, Jobs & the Economy.

10:30 a.m. – 12:00 Noon

Election of Officers and Business Meeting

12:30 p.m. – 1:00 p.m.

New NACo Board of Directors Organizational Meeting

1:00 p.m. – 2:00 p.m.

Wrap-Up Educational Sessions

2:15 p.m. – 4:30 p.m.

Closing General Session

6:30 p.m. – 11:00 p.m.

Conference Celebration Event

Billy Bob's Texas
Fort Worth Stockyards

CONFERENCE CELEBRATION EVENT

Monday, July 22, 2013 • 6:30pm – 11:00 pm

Dust off your hat and polish your boots! It's time for a night at Billy Bob's Texas, The World's Largest Honky Tonk!

Billy Bob's has been a Fort Worth institution since 1981. It has hosted the biggest stars in the music industry, from Willie Nelson to ZZ Top. Even Ray Charles and Bob Hope performed at Billy Bob's. One night at Billy Bob's and you'll see why it's been voted Country Music Club of the Year 12 times!

You'll have plenty to do and see in over 100,000 square feet in the World's Largest Honky Tonk. We're planning some great entertainment for this event to compliment the 30 individual bar stations, a Texas size dance floor for everyone to enjoy, and Live Pro Bull Riding... we're talking real bulls – not mechanical!

We'll be serving up real Texas Smoked Bar-B-Q beef brisket, ribs and sausage with all the trimmings, along with an ample supply of Mexican dishes and other delicacies.

Y'all come and join us! Celebrate the inauguration of NACo's newly elected President and the tradition of western culture in the Fort Worth Stockyards.

Last but not least, we'll have a live performance by Pat Green. He's simultaneously a Grammy-nominated hit maker with an outsider reputation, a Texas inspiration and a mainstream country artist who can rock arena and stadium stages with the likes of Keith Urban and Kenny Chesney.



5-5

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2013

Date Submitted: March 19, 2013

To: Honorable Chairman and Members of the Board

From: Robert M. Presnell, County Administrator
Dr. Carolyn E. Poole, Director of Library Services

Subject: Approval of Performance Agreement with Life As Art Productions

Statement of Issue:

This item seeks Board authorization to execute an agreement with Life As Art Productions to present two public performances at Gadsden County public libraries.

Background:

April C. Turner (doing business as Life As Art Productions) is a professional film/television actress who interprets stories, songs, proverbs, and dances collected by renown Florida writer and anthropologist Zora Neale Hurston. Turner is touring Florida this summer and available to present two performance of her "Dancing Zora" production on July 23 at the Havana Public Library and McGill Library in Quincy.

Analysis:

The Gadsden County Public Library System sponsors special guest performances that are educational, informative, cultural, musical, and/or entertaining. The "Dancing Zora" program is an interactive presentation suitable for all ages.

Fiscal Impact:

There is no fiscal impact to the County. The artist fee of \$750 for two performances is being paid by programming support from Friends of the Gadsden County Public Library.

Options:

1. Approve "Dancing Zora" performance agreement.
2. Provide other direction.

County Administrator's Recommendation:

Approval of Option 1, with authorization of Chairman to sign on behalf of the County.

Attachment

1. "Dancing Zora" program description.
2. Life As Art Productions performance agreement.

Dancing Zora

Stories, songs, proverbs and dances collected by Zora Neale Hurston

ZORA NEALE HURSTON, renowned writer and anthropologist, created and collected folklore throughout her native northeast Florida home, as well as Louisiana and various parts of the Caribbean. Though she is best known as a leader of the Harlem Renaissance, she spent much of her career studying the dances and oral traditions of cultures in Haiti, Jamaica, Barbados and Cuba. *Dancing Zora* is a celebration of Zora's groundbreaking exploration of these cultures that would become so integral to Florida's social fabric. *April C. Turner* interprets Zora's stories, songs, proverbs and dances in this lively yet poignant presentation of Florida's collective cultural history. While *Dancing Zora* celebrates the life and legacy of Florida's own Zora Neale Hurston, this fun, interactive presentation also showcases the beauty of some of the traditional cultures that make up Florida's modern family of communities.

April C. Turner, lives and works in Charlotte, NC as a film/tv actress. She appears regularly on Lifetime in made for television movies and feature films such as *Eyeborgs* (SyFy Channel) and the independent film adaptation of Truman Capote's *Other Voices, Other Rooms*. She has also had roles in movies and tv shows such as *Unanswered Prayers* (Lifetime), *Trinity Goodheart* (gmc TV), *Army Wives* (Lifetime), and *Ditch Digger's Daughters* (Family Channel). A graduate of the University of North Carolina at Chapel Hill, Turner tours theatre productions, concerts and residencies to academic communities throughout the country –using performances as a tool to facilitate constructive conversation about social concerns and building community with the arts.

FEE SCHEDULE:

Up to two same day performances - \$750

Two day residency - \$1250

Week residency (3-6 days) - negotiable

Contact:

www.LifeAsArtProductions.com **www.aprilturner.wordpress.com **980.254.3573

LifeAsArtProductions@gmail.com



Life As Art Productions

P.O. Box 561062 Charlotte, NC 28256 aprilturner@gmail.com 980.254.3573

Attn: Carolyn E. Poole, Ph. D.
Director of Library Services
Gadsden County Public Library System
732 Pat Thomas Parkway
Quincy, Florida 32351
850.627.7106
cpoole@gadsdencountyfl.gov

From: April C. Turner

RE: Dancing Zora

DATE: March 11, 2013

Greetings and peace! As per our phone conversations and email correspondence, I am forwarding the terms for the Dancing Zora presentation. Please confirm your agreement to these terms by providing the authorized signature and mailing it to April Turner/Life As Art Productions at the above address or emailing it to aprilturner@gmail.com.

- I. This agreement is between Life As Art Productions/April C. Turner (Artist) and Gadsden County Public Library (Presenter) with Carolyn E. Poole as the latter's negotiating representative.
- II. Artist agrees to render two performance(s) of Dancing Zora on July 23, 2013 at the following time(s): Havana branch at 4:00pm and Quincy branch at 6:30pm.

Exact performance venue addresses are as follows:

- III. Performance Description – *April C. Turner* interprets Zora's stories, songs, proverbs and dances in this lively yet poignant presentation of Florida's collective cultural history. While *Dancing Zora* celebrates the life and legacy of Florida's own Zora Neale Hurston, this fun, interactive presentation also showcases the beauty of some of the traditional cultures that make up Florida's modern family of communities. Length: 45 minutes.
- IV. Artist fee is \$750 (seven hundred fifty dollars). The full amount must be remitted upon Artist arrival before rendering of performance services on July 23, 2013. **Check must be made payable to Life As Art Productions (56-1902263).**
- V. HOUSING – NOT APPLICABLE; TRAVEL – NOT APPLICABLE

- VI. All parties agree there is to be no videotaping of the performance(s) without written consent from April C. Turner. Still photography is permissible.
- VII. All parties, agree to hold the other legally blameless in the event of property damage, loss, personal injury or death of any patrons, administrators, technicians or participants during or in route to any part of any performance, rehearsal, tech or related activity, except in the instance of extreme negligence or willful misconduct.
- VIII. Tech Considerations – one omni-directional microphone with an adjustable stand and a clean, preferably non-concrete floor.
- IX. This document represents the entire agreement. Any amendments or additions must be in writing and agreed to by both parties.

I am looking forward to sharing Dancing Zora with your library community!

Kind Regards,

April Turner

APRIL C. TURNER

 April Turner/Life As Art Productions

March 11, 2013

 Date

 Presenter (authorized signature)

April 2, 2013

 Date

Douglas M. Croley, Chairman

 Printed Name of Presenter

Gadsden County Board of County Commissioners
 on behalf of Gadsden County Public Library

BOARD OF COUNTY COMMISSIONERS

Agenda Request

Date of Meeting: April 2, 2013

Date Submitted: March 18, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Phyllis R. Moore, SHIP Administrator

Subject: Approval of Signatures for Special Assessment Liens and Rehabilitation Contracts - State Housing Initiative Partnership Program (SHIP) and BOCC Emergency Repair Program



Statement of Issue:

This agenda item seeks the Board of County Commissioners (BOCC) approval and signatures for the Special Assessment Lien(s) and Rehabilitation Contract(s) that were agreed upon by the Homeowner, Contractors and the Community Development Administrations SHIP Housing Rehabilitation Program or BOCC Emergency Repair Program for the rehabilitation of their homes.

Background:

In order to protect the interest of the County, the state requires that a lien and contract be placed on the homes that are going to be rehabilitated with SHIP or BOCC Emergency Repair Program funds. The special assessment lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to rehabilitate their home. The loan is funded by the State Housing Initiative Partnership (SHIP) Program through the State of Florida and the BOCC Emergency Repair Programs funded through the Board of County Commissioners does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owner and the Gadsden County Community Development Administration's Housing Rehabilitation Program has agreed that the owner shall remain in the house for a full five-year period at no annual rate of interest and once the five-year period is completed that the lien would be forgiven and satisfied. The homeowners are required to pay the fees to have the lien recorded at the County Clerk of Courts office and the Gadsden County Community Development office will furnish them a copy of the recorded document. The original will be kept in the Community Development Administration file.

Analysis:

As agreed upon by the Owners and the Gadsden County Community Development Administration's SHIP Housing Rehabilitation Program or BOCC Emergency Repair

Programs the owners shall remain in the house for a full five-year period, after the lien have expired it will be forgiven and satisfied. The Rehab Contract is the agreement that has been made between the contractors and homeowners.

Fiscal Impact:

NONE

Options:

1. Approved and Sign the homeowner's lien and contract that is being or have been served by the SHIP or BOCC Emergency Repair Housing Rehabilitation programs.
2. Disapproved and not sign the homeowner's lien and contract that is being or have been served by the SHIP or BOCC Emergency Repair Housing Rehabilitation programs.
3. Board Direction.

Interim County Administrator Recommendation:

- 1 Approve and Sign the homeowner's lien and contract that is being served or have been served by the SHIP Housing Rehabilitation or BOCC Emergency Repair Housing Rehabilitation programs.

Attachments:

1. Margie Young

SATISFACTION OF HOUSING REHABILITATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: August 15, 2007 by and between Margie Young, 297 Mitchell Street, Havana, Florida 32333, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA**, by through and as its **HOUSING REHABILITATION PROGRAM**, which said lien is recorded in Official Records Book: O.R. Book 684 at Page 904, of the public records of Gadsden County, Florida do hereby on this 5th day of March 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

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

ATTEST:

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

**STATE OF FLORIDA
COUNTY OF GADSDEN**

The foregoing instrument was acknowledged before me this 2nd day of April A.D. 2013, by Dougals Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

Notary Public

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2013
Date Submitted: March 20, 2013
To: Honorable Chairperson and Members of the Board
From: Robert Presnell, County Administrator
Arthur Lawson, Sr., Assistant County Administrator
Subject: Request Approval of a Membership Agreement with National Joint Powers Alliance (NJPA)

Statement of Issue:

This agenda item seeks Board approval of a membership agreement for the County to participate in the National Joint Powers Alliance (NJPA).

Background:

NJPA is a public corporation or agency serving as a municipal contracting agency. NJPA creates nation cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations to one cooperatively shared process and by the aggregation of demand from over 46,000 members nationwide.

Analysis:

Section 5.12.2 of the County's Procurement Policy allows us to engage in cooperative purchasing arrangements to purchase goods and services for the County. Staff also has the option to competitively bid items at any time. This is just another avenue available to the County to leverage nationally competitively bid products and services.

Fiscal Impact:

There is no cost to use the contracts.

Options:

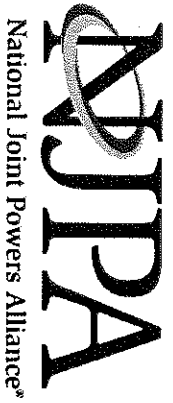
1. Approve the County's membership in the National Joint Powers Alliance to allow County to take advantage of nationally bid contracts.
2. Do not approve the membership in NJPA.
3. Board Direction.

County Administrator's Recommendation:

Option 1:

Attachment:

1. Certificate of Membership
2. NJPA fact sheet




Official

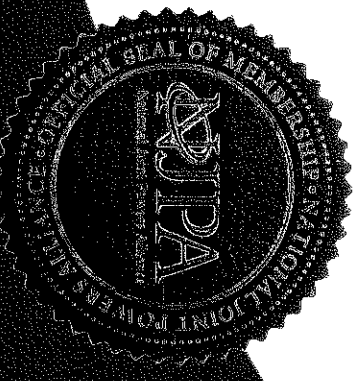
CERTIFICATE OF MEMBERSHIP

Gadsden County Board of County Commissioners

Member # 81,115

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.


Duff Erholtz, Membership Manager



Get to know us.

National Joint Powers Alliance®



National Joint Powers Alliance®

The National Joint Powers Alliance® (NJPA) is a public agency; established through Minnesota State Statute in 1978. NJPA serves as a municipal contracting agency for over 47,000 member agencies throughout the nation with competitively awarded cooperative contract solutions through industry-leading vendors.

NJPA membership is available to government, education and non-profit agencies located in all 50 states at no cost, liability or obligation to the member agency. As a public, government agency itself, NJPA responds to its members' purchasing needs by facilitating and awarding national competitively bid contracts. NJPA cooperative contract solutions result in valuable product and service solutions that range from office supplies to heavy equipment.



Learn more: www.njpacoop.org

Duff Erholtz • Membership Services • 218-894-5490 • duff.erholtz@njpacoop.org

HOW CAN NJPA CONTRACTS BENEFIT MY AGENCY?

National cooperative contracts provide considerable time and resource savings for participating member agencies.

- Streamlines the contracting processes and maximizes efficiencies
- No need to establish and or duplicate bid docs or contract process
- Reduce the impact of staff reductions and budget cuts

WHAT IS THE VALUE OF MEMBERSHIP WITH NJPA?

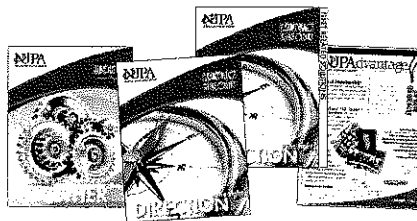
Membership establishes a legal paper trail between the member and NJPA, justifying your contract purchasing decision. A no-cost, no-obligation NJPA membership provides access to competitively bid national cooperative contracts, procured by a national municipal contracting agency. Our contracts leverage national volume pricing and provide our members with the desired vendor choices.

- Ease and time saving benefits of purchasing through national contracts procured, awarded and hosted by a national municipal contracting agency
- Unique advantage to purchase quality products/services deserving of the agency

DOES NJPA SATISFY MY LOCAL BID REQUIREMENTS?

Every state government/education entity has a purchasing level at which public agencies are required to "go out to bid." NJPA has nationally solicited, evaluated and awarded contracts through a competitive bidding process on behalf of its members. These contracts can be leveraged by municipalities under the authority of NJPA's enabling legislation and your state's procurement laws and/or Joint Powers Authority. These laws allow access to NJPA's contracts and procurement process to satisfy your local/state bidding requirements, avoiding duplication of the process.

Click images to view publication:



- **About Us:** who we are, our process, our legal authority and the value we provide members
- **Contract Directory - General:** our current list of contract solutions
- **Contract Directory - Fleet:** our current list of fleet related solutions
- **NJPA Advantage Newsletter:** quarterly newsletter

NJPA AWARDED CONTRACTS



Board of County Commissioners Agenda Request

Date of Meeting: April 02, 2013

Date Submitted: March 20, 2013

To: Honorable Chairman and Members of the Board

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

Subject: Clarification of Previously-Approved Department of Economic Opportunity (DEO) Technical Assistance Grant Award Amount and Clarification of Previously-Approved Funding of Kimley-Horn & Associates Individual Project Order (IPO) Number 2012-1

Statement of Issue:

Per a request from the County Clerk's office, this item clarifies a previously-approved Department of Economic Opportunity (DEO) Technical Assistance Grant award amount and clarification of a previously-approved of Kimley-Horn & Associates Individual Project Order (IPO) Number 2012-1. The Board of County Commissioners approved the grant agreement and IPO at their February 19, 2013 regular meeting. The DEO grant award is in the amount of \$30,000, instead of the previously-stated and approved amount of \$35,000. As a result, the Kimley-Horn & Associates Individual Project Order (IPO) Number 2012-1 for \$35,000 will be funded by the \$30,000 DEO grant and \$5,000 from the Planning & Community Development department professional services fund.

Background:

In late 2012, DEO officials met with County Administrator Robert Presnell to discuss the availability of technical assistance grant money to Gadsden County for a variety of planning projects. This grant required no County match. Several DEO staff members stated that \$35,000 in grant money was available immediately. However, between the time that this grant award amount was discussed with County staff and the County received a formal grant agreement, top DEO officials had reduced the grant award amount to \$30,000. All grant funds must be fully utilized by June 30, 2013.

County Administrator Presnell instructed the Planning & Community Development Director to move forward with all steps necessary to secure the available grant funds. One of the County's two consultants, Kimley-Horn & Associates, was asked to prepare a task order that included a scope of work. The scope of work included three major tasks to be completed under the task order: 1. the creation of an Existing Land Use Map; 2. updating the Future Land Use Map and 3.

creation of a draft Economic Development Strategy Plan for the four I-10 interchanges in Gadsden County. This task order was signed by the County Administrator on December 18, 2012. In late January of 2013, the County received a Funding & Grant Agreement document from DEO. Although the grant award promised to the County was to be in the amount of \$35,000, the County Clerk's office made the planning department aware of the difference in promised funding and actual funding at the time they were reviewing the funding agreement document.

On January 31, 2013, County staff and Kimley-Horn & Associates staff conducted a public input workshop and Grant Kick-off event from 12 pm until 7 pm. Staff met with members of the public to gather their input and comments regarding the three components of the grant. These comments and suggestions will be incorporated into upcoming Planning Commission and Board workshops as the grant tasks are developed further and brought to both boards for consideration and approval. The project is on track and progressing as stated in the funding agreement and in the deliverables promised within the IPO agreement with Kimley-Horn & Associates.

Analysis:

The County has received a \$30,000 grant from DEO, not the \$35,000 grant that was previously promised. No match is required. Kimley-Horn & Associates had developed an IPO for the County based on the previously promised and expected \$35,000 grant award amount. The IPO will be funded with the entire \$30,000 actual grant award and an additional \$5,000 in funding from the Planning & Community Development professional services budget. Upon successful completion of this grant agreement, the County has been informed that it will likely be eligible for an additional \$30,000-\$35,000 in DEO grant funding after July 01, 2013.

Fiscal Impact:

An additional \$5,000 in Planning & Community Development funds will be added to the DEO grant to fund Kimley-Horn's IPO detailed above.

Options:

1. Approval of clarification of previously-approved Department of Economic Opportunity (DEO) Technical Assistance Grant award amount and clarification of previously-approved funding of Kimley-Horn & Associates Individual Project Order (IPO) Number 2012-1.
2. Denial of clarification of previously-approved Department of Economic Opportunity (DEO) Technical Assistance Grant award amount and clarification of previously-approved funding of Kimley-Horn & Associates Individual Project Order (IPO) Number 2012-1.
3. Board discretion.

County Administrator's Recommendation:

Option 1.

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2013
Date Submitted: March 20, 2013
To: Honorable Chairperson and Members of the Board
From: Robert Presnell, County Administrator
Subject: Approval to Execute Updated Application with the Florida Municipal Insurance Trust (FMIT)

Statement of Issue:

This consent agenda item seeks Board approval of the Chairperson's execution of an updated application with the Florida Municipal Insurance Trust (FMIT).

Background:

Gadsden County BOCC is a member of the FMIT, as such, the County is required to complete a Participation Agreement (Application to the Florida Municipal Insurance Trust). The document forms an important part of the county's contractual relationship to the FMIT and provides the county an opportunity to update the individual(s) authorized to execute risk management agreements on county staff. Due to recent revisions to the Participation Agreement, the County is required to execute new documents.

Analysis:

None

Fiscal Impact:

None

Options:

1. Approve the Chairperson's execution of an updated application with the Florida Municipal Insurance Trust.
2. Do not approve the Chairperson to execute the application.
3. Board Direction.

County Administrator's Recommendation:

Option 1

Attachment:

1. Application to Florida Municipal Insurance Trust

APPLICATION TO
FLORIDA MUNICIPAL INSURANCE TRUST

GOVERNMENT APPLICANT: Gadsden County Board of County Commissioners

ACCOUNT NUMBER: FMIT 0874 TYPE OF GOVERNMENTAL ENTITY: BCC

ADDRESS: PO Box 920, Quincy Quincy 32353

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-6000616

OFFICIALS AUTHORIZED TO EXECUTE CONTRACTS:

I. Name: Douglas M. Croley Title: Chairman
II. Name: Eric F. Hinson Title: Vice-Chairman

PRIOR INSURANCE COVERAGE CARRIED BY: _____

Applicant hereby makes application with the Trust for continuing membership for liability, property, allied lines, automobile physical damage, workers' compensation, employers' liability, medical, dental, short-term disability, and/or life coverage, to be effective 12:01 a.m. October 1, 2012 and, if accepted by the Trust's duly authorized representative, does hereby constitute and appoint the Florida League of Cities, Inc., to act as Administrator of said Trust and to act as Applicant's agent-in-fact in all matters relating to its participation in said Trust and agent-in-fact to the extent any such coverage is placed with the Trust.

Applicant, by execution of this Agreement, further agrees:

(a) That, by this reference, the terms and provisions of the Coverage Agreement, Trust Member Agreement and the Agreement and Declaration of Trust creating the Florida Municipal Insurance Trust, as may be amended periodically by its Board of Trustees, a copy of which Applicant hereby acknowledges receipt, is hereby adopted, approved, ratified, and confirmed by Applicant; and further, Applicant will accept, assume, abide by and be bound by the provisions and obligations set forth therein;

(b) That Applicant will pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, will pay any reasonable late penalties and charges arising therefrom and all costs of collection thereof, including reasonable attorney's fees;

(c) That Applicant, as long as it remains a member of the Trust; will abide by the rules and regulations adopted by the Trust's Board and will conform its conduct to the terms of any agreements entered into by the Board to administer the Trust;

(d) That Applicant, in the event of any changes in the Applicant's corporate or business structure, or if any locations are to be added or deleted from any coverage provided by the Trust, will notify the Trust immediately; and that Applicant further understands that, if workers' compensation coverage or employers' liability coverage is provided by the Trust, the failure to provide said notice within thirty (30) days of any such change may result in the assessment of a civil penalty;

(e) That should either the Applicant or the Trust desire to cancel coverage, it will give written notice to the other at least forty-five (45) days prior to cancellation;

(f) That, should Applicant default hereunder, Applicant agrees to save and hold harmless the Trust and the Trust's Board from any and all damages, causes of action, claims, delinquency or expenses; including reasonable attorney's fees, which would have otherwise been incurred by the Trust or the Board hereunder absent such default on the part of the Applicant;

(g) That, if workers' compensation or employers' liability coverage is placed with the Trust, Applicant will accept and be bound by the provisions of the Florida Workers' Compensation Act, that coverage arising from this Application shall be for Florida operations only, and that the Wage Declaration Schedule (Form No. _____) and/or Renewal Certificates, when completed and returned to Applicant by the Trust, shall become a part of this agreement; and

(h) That, if medical, dental, short-term disability, and/or life coverage is placed with the Trust, the probationary period for new employees shall be:
() 30 days () 60 days () 90 days () other

WITNESSES TO SIGNATURE

Gadsden County Board of County Commissioners

[Signature]
Name of Applicant
[Signature]
Authorized Officer

[Signature]
Name

5-B East Jefferson St. Quincy, FL 32351
Address

CORPORATE
SEAL

Clerk or Secretary

Name

Date

Address

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS TRUST, AND COVERAGE IS EFFECTIVE THE 1st DAY OF OCTOBER, 2012.

SIGNED THIS _____ DAY OF _____, 2013

BY: _____

**APPLICATION TO
FLORIDA MUNICIPAL INSURANCE TRUST**

GOVERNMENT APPLICANT: Gadsden County Board of County Commissioners

ACCOUNT NUMBER: FMIT 0874 TYPE OF GOVERNMENTAL ENTITY: BCC

ADDRESS: PO Box 920, Quincy Quincy 32353

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-6000616

OFFICIALS AUTHORIZED TO EXECUTE CONTRACTS:

I. Name: Douglas M. Croley II. Name: Eric F. Hinson
 Title: Chairman Title: Vice-Chairman

PRIOR INSURANCE COVERAGE CARRIED BY: _____

Applicant hereby makes application with the Trust for continuing membership for liability, property, allied lines, automobile physical damage, workers' compensation, employers' liability, medical, dental, short-term disability, and/or life coverage, to be effective 12:01 a.m. October 1, 2012 and, if accepted by the Trust's duly authorized representative, does hereby constitute and appoint the Florida League of Cities, Inc., to act as Administrator of said Trust and to act as Applicant's agent-in-fact in all matters relating to its participation in said Trust and agent-in-fact to the extent any such coverage is placed with the Trust.

Applicant, by execution of this Agreement, further agrees:

(a) That, by this reference, the terms and provisions of the Coverage Agreement, Trust Member Agreement and the Agreement and Declaration of Trust creating the Florida Municipal Insurance Trust, as may be amended periodically by its Board of Trustees, a copy of which Applicant hereby acknowledges receipt, is hereby adopted, approved, ratified, and confirmed by Applicant; and further, Applicant will accept, assume, abide by and be bound by the provisions and obligations set forth therein;

(b) That Applicant will pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, will pay any reasonable late penalties and charges arising therefrom and all costs of collection thereof, including reasonable attorney's fees;

(c) That Applicant, as long as it remains a member of the Trust; will abide by the rules and regulations adopted by the Trust's Board and will conform its conduct to the terms of any agreements entered into by the Board to administer the Trust;

(d) That Applicant, in the event of any changes in the Applicant's corporate or business structure, or if any locations are to be added or deleted from any coverage provided by the Trust, will notify the Trust immediately; and that Applicant further understands that, if workers' compensation coverage or employers' liability coverage is provided by the Trust, the failure to provide said notice within thirty (30) days of any such change may result in the assessment of a civil penalty;

(e) That should either the Applicant or the Trust desire to cancel coverage, it will give written notice to the other at least forty-five (45) days prior to cancellation;

(f) That, should Applicant default hereunder, Applicant agrees to save and hold harmless the Trust and the Trust's Board from any and all damages, causes of action, claims, delinquency or expenses; including reasonable attorney's fees, which would have otherwise been incurred by the Trust or the Board hereunder absent such default on the part of the Applicant;

(g) That, if workers' compensation or employers' liability coverage is placed with the Trust, Applicant will accept and be bound by the provisions of the Florida Workers' Compensation Act, that coverage arising from this Application shall be for Florida operations only, and that the Wage Declaration Schedule (Form No. _____) and/or Renewal Certificates, when completed and returned to Applicant by the Trust, shall become a part of this agreement; and

(h) That, if medical, dental, short-term disability, and/or life coverage is placed with the Trust, the probationary period for new employees shall be:
 30 days 60 days 90 days other

WITNESSES TO SIGNATURE

Gadsden County Board of County Commissioners

 Name of Applicant


 Authorized Officer

 Name

 Address
5-B East Jefferson St., Quincy, FL 32351

CORPORATE
SEAL

 Clerk or Secretary

 Name

 Date

 Address

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS TRUST, AND COVERAGE IS EFFECTIVE THE 1st DAY OF OCTOBER, 2012.

SIGNED THIS _____ DAY OF _____, 2013

BY: _____

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2013
Date Submitted: March 20, 2013
To: Honorable Chairperson and Members of the Board
From: Robert Presnell, County Administrator
Clyde Collins, Building Official
Subject: Approval of Services Contract for Special Magistrate

Statement of Issue:

This agenda item seeks Board approval of the Services Contract for a Special Magistrate to serve as a code enforcement hearing officer.

Background:

The County is desirous of retaining the services of a Special Magistrate to serve as a code enforcement hearing officer for the County pursuant to Chapter 162, Florida Statutes, and Ordinance No. 2012-005, Gadsden County Code of Ordinances.

The Special Magistrate will perform duties as outlined in the scope of services in the attached contract. Those duties will include conducting hearings at the request of the County code inspectors; reviewing memoranda and other evidence in support of or opposition to the code enforcement hearings; issuing recommended orders for ratification by the County with findings of fact, based on record evidence, and conclusions of law, and affording the proper relief consistent with the powers granted; and providing such other services as appropriate to implement the responsibilities of a Special Magistrate under Chapter 162, Florida Statutes, and the Ordinance.

Analysis:

The County's Code Enforcement Officers will coordinate with the Special Magistrate to schedule hearings of unresolved code enforcement cases. The Magistrate will make himself available at the County's request. It is anticipated that several cases will be scheduled on the same day for cost efficiency and to utilize the time of the Magistrate as effectively as possible.

Fiscal Impact:

The compensation for the Special Magistrate will be at a rate of \$250.00 for the first four hours of time spent of the day in which hearings are held; and an additional \$100 for any time spent in excess of the first four hours (up to eight hours) on a day in which hearings are held. The total cost for a full day of services will be \$350.00. The funds for these services are allocated in the code enforcement budget.

Options:

1. Approve the Services Contract for a Special Magistrate to serve as a code enforcement hearing officer and authorize the Chairperson to execute the contract.
2. Do not approve the Special magistrate Contract.
3. Board Directions.

County Administrator's Recommendation:

Option 1:

Attachment:

1. Services Contract For Special Magistrate

SERVICES CONTRACT FOR SPECIAL MAGISTRATE

This Services Contract, is made as of the ____ day of _____, 2013 (the "Effective Date"), by and between Gadsden County, a political subdivision of the State of Florida, whose address is 9 East Jefferson Street, Quincy, FL 32351 (the "County") and Stewart E. Parsons, whose address is P.O. Box 752, Chattahoochee, FL 32324 (the "Special Magistrate").

WHEREAS, the County is desirous of retaining the services of the Special Magistrate to serve as a code enforcement hearing officer for the County pursuant to Chapter 162, Florida Statutes, and Ordinance No. 2012-005, Gadsden County Code of Ordinances (the "Ordinance");

WHEREAS, the County and the Special Magistrate are desirous of establishing and maintaining a contractual relationship for the services set forth herein; and

WHEREAS, it is the purpose of this Services Contract to set forth the understanding and agreement of the parties with respect to the provision of services by the Special Magistrate to the County.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the County and the Special Magistrate agree as follows:

1. Qualifications of the Special Magistrate. By executing this Services Contract, the Special Magistrate warrants that he is a natural person who is fully qualified to perform the function of Special Magistrate as prescribed herein and as set forth in Chapter 162, Florida Statutes, and the Ordinance.

2. Term. The term of this Services Contract shall be for one (1) year from the Effective Date. This Services Contract shall automatically renew for additional one (1) terms until such time that it is terminated. Either party may terminate this Services Contract upon thirty (30) days written notice, with or without cause. Upon expiration of the thirty (30) day notice period, the Services Contract will be terminated except that the Special Magistrate shall complete all duties hereunder as prescribed by Chapter 162, Florida Statutes, and the Ordinance with respect to any hearings which were conducted prior to termination.

3. Scope of Services. The Special Magistrate will perform such duties as prescribed by Chapter 162, Florida Statutes, and the Ordinance, including: conducting hearings at the request of the County code inspector; reviewing memoranda and other evidence in support of or opposition to the code enforcement hearings; issuing recommended orders for ratification by the County with findings of fact, based on record evidence, and conclusions of law, and affording the proper relief consistent with the powers granted; and providing such other services as appropriate to implement the responsibilities of a Special Magistrate under Chapter 162, Florida Statutes, and the Ordinance. The Special Magistrate will make himself available for hearings at the County's request.

4. Location and Conduct of Hearings. Hearings shall be held in the Gadsden County Commission Chambers in Quincy, Florida, unless otherwise agreed by the parties. The County shall provide clerical and administrative personnel to make record of the hearings and to perform such other functions as may be reasonably required to assist the Special Magistrate in the performance of his duties.

5. Compensation. The County agrees to compensate the Special Magistrate in the performance of his duties, including holding hearings, reviewing memoranda and other evidence related to the hearings, issuing orders following the hearings, and providing such other services as are appropriate

to implement his responsibilities, as follows: \$250.00 for the first four hours of time spent on a day in which hearings are held; an additional \$100.00 for any time spent in excess of the first four hours (up to eight hours) on a day in which hearings are held. In other words, if the Special Magistrate spends up to four hours in a day holding hearings, reviewing memoranda and other evidence related thereto, issuing orders, and providing other appropriate responsibilities, the County shall compensate him in the total amount of \$250.00. If he spends any time that day in excess of four hours (up to eight hours), the County shall compensate him in the additional amount of \$100.00, for a total of \$350.00 for that day. The Special Magistrate shall not bill for travel time or expenses. The Special Magistrate shall submit itemized bills to the County at the end of each month in which services are rendered. Any disputes shall be resolved by the County Administrator.

6. Subject to Funding. This Services Contract is entered into subject to the amounts budgeted by the Board of County Commissioners as available for expenditure during this fiscal year and the County shall not be liable hereunder for any amounts in excess thereof. 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.

7. Contractual Relationship. The relationship between the County and the Special Magistrate created by this Services Contract is such that the Special Magistrate shall be an independent contractor for all purposes. Neither the Special Magistrate nor any agent or employee thereof shall be an agent or employee of the County for any reason; and the County shall not be liable for any acts of the Special Magistrate or his agents or employees.

8. Indemnification. Special Magistrate agrees to indemnify, defend, and hold harmless the County, its agents, employees, attorneys, and officers from and against all liabilities, claims, demands, damages, losses, costs (including, but not limited to, reasonable attorneys' fees), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to any injury or damage allegedly caused or occurring to any person or property which was caused by the Special Magistrate, his agents, employees, or officers during the performance of this Services Contract. It is specifically agreed between the parties executing this Services Contract that it is not intended by any of the provisions of any part of the Services Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Services Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Services Contract.

9. Miscellaneous.

A. The Special Magistrate shall not assign or transfer any work under this Services Contract without the prior written consent of the County.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

C. This Services Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this

Services Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Services Contract did not contain the particular part, term or provision held to be invalid.

E. This Services Contract shall be governed by and construed in accordance with the laws of the State of Florida.

F. Venue in any legal action related to this Services Contract shall be in Gadsden County.

Executed on the date first above written.

GADSDEN COUNTY:

By: _____
Douglas M. Croley, Chairperson

ATTEST:

Nicholas Thomas, Clerk

SPECIAL MAGISTRATE:

Stewart E. Parsons