

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

AGENDA

**Regular Public Meeting
November 5, 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. Florida Housing Coalition Presentation
Jamie Ross, President

Clerk of Courts

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

Consent

3. Approval of Minutes:
 - A. September 17, 2013 Regular Meeting
 - B. October 1, 2013 Regular Meeting
4. Ratification of Approval to Pay County Bills
5. Approval Of Commissioner Hinson's Travel to the 2013-2014 Florida Association of Counties Legislative Conference
(Commissioner Eric Hinson, Vice Chairman)
6. Approval and Signatures For Satisfaction of Special Assessment Lien(s) State Housing Initiative Partnership (SHIP) Program, Gadsden County Emergency Repair (ER) Program
(Robert Presnell, County Administrator / Phyllis Moore, SHIP Administrator)

7. Approval of Request for Gadsden County Probation Division to Conduct Court Ordered Theft Classes
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Asst. County Administrator / Martha Chancey, Probation Division Manager)
8. Approval of Request for Gadsden County Probation to Conduct Court Ordered Bad Check Classes
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Asst. County Administrator / Martha Chancey, Probation Division Manager)
9. Approval to Apply For the Assistance to Firefighters Grant (AFG) to Purchase Cardiac Monitors
(Robert Presnell, County Administrator / Tommy Baker, EMS Director)
10. Public Officials Bond Reviews
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Asst. County Administrator)
11. Appointment to the WORKFORCE plus Board of Directors
(Robert Presnell, County Administrator)
12. 2013-2014 EMS County Award Grant Funds
(Robert Presnell, County Administrator / Tommy Baker, EMS Director)
13. Approval of Medical Director Contract
(Robert Presnell, County Administrator / Tommy Baker, EMS Director)

Items Pulled for Discussion

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

Public Hearings

14. **Continuance of October 15, 2013 Public Hearing** (Quasi-Judicial) – Florida Telecom Services, LLC 220' Self Supporting Lattice Tower Preliminary Site Plan (SP-2013-05) with deviations, 39 Schwall Road, Tax Parcel ID #2-11-3N-2W-0000-00340-0000
(Robert Presnell, County Administrator / Allara Gutcher, Planning and Community Development Director)

General Business

15. Approval of Second Amendment to the Lease Agreement for the Development of Physician Office Space in the Hospital
(Michael Glazer, Assistant County Attorney)

16. The Small County Road Assistance Program (Woodward Road – Florida Department of Transportation)
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)
17. Renewal of Contract for State Lobbying Services for Fiscal Year 2013-2014
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Asst. County Administrator)
18. Approval of Amended License Agreements for Wireless Communication Equipment Facilities with the Florida Rural Broadband Alliance, Inc.
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Asst. County Administrator / Jim Brook, Executive Director, Opportunity Florida)
19. Commission Appointment to Inmate Commissary and Welfare Funds Committee
(Robert Presnell, County Administrator)
20. Approval For Funding of The Gadsden County Small Business Service Center
(Robert M. Presnell, County Administrator)
21. Continuation of Agreement Between Gadsden County Tourist Development Council and Legacy Marketing, Inc.
(Robert Presnell, County Administrator / Lee Garner, TDC Chairman, Mary Kelly, Legacy Marketing, Inc.)

County Administrator

22. Update on Board Requests

County Attorney

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

Discussion Items by Commissioners

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

Commissioner Taylor, District 5

Commissioner Holt, District 4

Commissioner Morgan, District 3

Commissioner Hinson, Vice Chairman, District 1

Commissioner Croley, Chairman, District 2

Motion to Adjourn

Receipt and File

November Meeting(s)

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

December Meeting(s)

- December 3, 2013, Regular Meeting, 6:00 p.m.
- December 17, 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 SEPTEMBER 17, 2013 AT 6:00
P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:**

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

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

Chair Croley called the meeting to Order at 6:00 p.m. He asked everyone to stand for the prayer and the Pledge of Allegiance. A silent roll call was done by Marcella Blocker, Deputy Clerk.

AMENDMENTS AND APPROVAL OF AGENDA

Before going forward with the meeting, Chair Croley asked to take a few minutes to draw attention to the Commissioners' Pledge of Civility that is posted on the podium and pointed out that there have been times he had heard comments made that, "If I don't get my way basically, you're going to pay for it later because I'm going to vote against you or something like that along those lines. I want to encourage us all, every one of us, let's refrain from making statements like that at times, because it really sends a wrong message to the citizens and gives them the impression that we're up here squabbling rather than doing what's right for everybody."

He then asked if there were any amendments or corrections to the agenda and there were none.

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

AWARDS, PRESENTATIONS AND APPEARANCES

There were no presentations.

CLERK OF COURTS

1. County Finance and County Clerk Issues

Clerk Thomas was present and had no report.

CONSENT

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

2. Approval of Minutes

3. Ratification of Approval to Pay County Bills

Accounts Payable Dated: September 6th and September 13, 2013

Payroll: September 5, 2013

Payroll Deductions: September 5, 2013

4. Approval and Execution of the 2013 E-911 Rural County Grant Application for Warranty and Maintenance

5. Approval of Contractual Services Agreement with the Department of Agriculture and Consumer Services (DACS) for Mosquito Control Funding

6. Approval of Resolution #2012-021 and Carry Forward Budget Amendments for FY 2013 (Grants)

ITEMS PULLED FOR DISCUSSION

There were no items pulled for discussion.

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS (3 minute limit)

There were no citizens that requested to be heard.

PUBLIC HEARINGS

7. Public Hearing (Quasi-Judicial)-V-Stop, Douglas City, Variance Request (V-2013-01) Tax Parcel ID#3-09-2N-4W-0000-00212-0100

Mr. Presnell introduced the above item and said Mr. Ed Hinson was present if there were any questions.

Chair Croley reminded everyone this was a quasi-judicial hearing and those wishing to speak would need to be sworn in.

Ed Hinson, 510 Highland Avenue, Quincy, FL appeared before the Board and was sworn in by Deputy Clerk, Marcella Blocker. He informed the Board that the new canopy, if approved, would be upgraded to allow for the higher wind loads.

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

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

8. Public Hearing (Quasi-Judicial)-Florida Telecom Services, LLC 220' Self Supporting Lattice Tower Preliminary Site Plan (SP-2013-05) With Deviations at 39 Schwall Road, Tax Parcel #2-11-3N-2W-0000-00340-0000

Mr. Presnell stated the attorney representing the Telecom company had requested that this item be continued until the October 15th meeting.

Commissioner Holt stepped out at this juncture of the meeting.

Chair Croley asked if there was anyone present who wished to speak regarding this item.

Amy McBride, 917 Schwall Road, Havana, FL, appeared before the Board, was sworn in by the Deputy Clerk and stated she was not here to stop this from expanding but she had asked them to do a survey regarding health issues concerning the radio-magnetic field and if they could tell her there were no dangers, it would be fine.

Commissioner Holt returned at this juncture of the meeting.

Chair Croley said the question she needed to respond to at this time was whether she agreed to the continuance or not.

Ms. McBride stated that she did agree to the continuance.

Chair Croley stated there was updated info and asked her if she had received same.

Jill Jeglie, Interim Planning and Community Development Director, appeared before the Board, was sworn in, and stated the updated report had been added to the Staff Report and had been posted to the County website. She further stated the attorney and applicant will be present at the October 15th meeting.

Chair Croley added under ex-parte communications, that both Mr. Peavy and Mrs. McBride had contacted him regarding the matter.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 BY VOICE VOTE IN FAVOR OF THE CONTINUANCE.

GENERAL BUSINESS

9. APPROVAL OF LOCAL AGENCY PROGRAM (LAP) AGREEMENT FOR PAVED SHOULDER IMPROVEMENTS & RESURFACING OF SHADY REST ROAD (CR-270) WITH PEAVY & SONS CONSTRUCTION

Mr. Presnell introduced the above item and said this was a LAP funded project and there was no economic impact to the County.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 BY VOICE VOTE IN FAVOR OF THE ITEM.

10. REDIRECTION OF HALF CENT TAX AND TRUST REVENUES FROM CRMC TO MEDICAID IN ORDER TO TAKE ADVANTAGE OF FEDERAL MATCHING FUNDS

Mr. Presnell introduced the above item and said this was for redirection of the half cent tax revenues.

Michael Glazer, Esquire, Assistant County Attorney, appeared before the Board and stated under the agreement, the State allowed funds to feed to Medicaid and this was matched dollar for dollar and was no-risk for the County.

Commissioner Holt said she did not vote for the item before because she did not see money coming back to the County and that was the reason she had a problem with this, if the money was

to be matched, the match didn't show coming back to the County.

Mr. Glazer informed the Board that, under terms of the law, the money could not come directly back to the County but returned instead to the Hospital.

Ronnie Midget, CFO, CRMC, appeared before the Board and said he appeared before the Board last year and in preparation of this meeting had pulled data he thought would be relevant. He explained to the Board the workings of the match fund.

Commissioner Holt said she was interested in getting funds to come back to the County, she added she was not saying they were not doing a good job, but would like to see money come back to the County.

Mr. Midget explained the match would enable them to bring the specialty clinic to the hospital and keep the level of care that they currently have.

Commissioner Morgan said this was going into the 3rd year with CRMC (Mr. Glazer pointed out it had been since June, 2007) and had heard different projections and asked if the numbers were coming in as was projected and if it was progressing into a viable partnership.

Mr. Midget said the answer was yes but was hard to clarify because so many resources were intertwined with Capital Regional and that if it were a stand-alone facility it would be different.

Commissioner Hinson asked if they could be briefed on Medicaid funding and added he would like to see a workshop held on this matter before any decision was made.

Chair Croley clarified that Mr. Glazer represented the Board and the Hospital corporation and the Hospital Board was a subset of the Board of County Commissioners.

Mr. Glazer said many years ago, the Board appointed members to the hospital board and the BOCC completely controlled the hospital Board.

Clerk Thomas clarified that the only money that GHA had was money given to them from the BOCC and added that the GHI Board had returned \$13,000 to the BOCC.

Mr. Glazer pointed out by approving the Agreement they would turn approximately \$460,000 into approximately \$920,000.

Mrs. Minnis said her firm does not double-bill, Mr. Glazer is the specialist and he handles the hospital.

Commissioner Hinson said they were paying twice as much because one attorney made more per hour than the other so essentially the Board was paying twice as much and asked again for a Medicaid workshop.

Commissioner Holt pointed out this was a time sensitive matter.

Mr. Glazer agreed this was a time-sensitive matter and added that AHCA always gets the

information out extremely late and the attorneys bring the matter before the Board as quickly as possible.

Commissioner Morgan said if they chose not to support this item, they were basically throwing out \$475,000 and at the appropriate time would like to move for approval.

Chair Croley shared there would be an opportunity when they RFP the attorney contract to discuss their billing, but they were facing a deadline with this agreement and it was time-sensitive.

Commissioner Holt stated she was in support of this and she asked when the information came in from ACHA.

UPON MOTION OF COMMISSIONER HINSON AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 4-0 BY VOICE VOTE IN FAVOR OF THE ITEM.

Chair Croley asked Mr. Glazer if his time schedule permitted, to reach out to Commissioner Hinson so they could discuss this matter further.

Commissioner Morgan stepped out at this juncture of the meeting.

11. APPROVAL AND EXECUTION OF STATE AID GRANT AGREEMENT

Mr. Presnell introduced the above item and said this was for approval of the annual State Aid Agreements with the State for library services.

Commissioner Morgan returned at this juncture of the meeting.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 4-0 BY VOICE VOTE IN FAVOR OF THE ITEM.

12. APPOINTMENT TO THE WORKFORCE PLUS BOARD OF DIRECTORS

Mr. Presnell introduced the above item and said this was for approval of Colleen Stanley, HR Director at Talquin Electric for appointment to the WorkForce Plus Board of Directors.

Commissioner Holt stated she would like to nominate Commissioner Hinson.

Mr. Presnell informed them it was a private sector seat.

UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 4-0 BY VOICE VOTE IN FAVOR OF THE ITEM.

COUNTY ADMINISTRATOR

13. UPDATE ON BOARD REQUESTS

Mr. Presnell informed the Board it was the time of year for the Value Adjustment Board to convene for their organizational meeting and this matter was time sensitive. He informed them that Commissioner Taylor and Commissioner Morgan had agreed to serve again on the VAB Board and needed to be re-affirmed by the Board and the Board agreed.

He reminded them that on Friday between 10:00-11:30 the Secretary of DOT would be in town for a meet and greet.

Chair Croley asked about the new ethics law regarding the meet and greets and if it posed a problem for the Commissioners to be present at the meet and greet.

Commissioner Taylor appeared at this juncture of the meeting.

Commissioner Holt asked that the attorney email the new ethics laws to them.

Chair Croley thanked Mr. Presnell for the email regarding the county maintained boat ramps and Mr. Presnell said the only county maintained ramp was some located at the lake and one off Iron Bridge Road. Chair Croley stated he thought there was a boat ramp on US 90 on the Gadsden County side of the River and Mr. Presnell said the County had never maintained that ramp.

Mr. Presnell added that in order to make any improvements, the County would have to take ownership of the boat ramp or enter into a long term lease in order to maintain or use the boating funds and added the County maintained the roads only.

Chair Croley asked about bids on landscaping and asked when that would be re-bid.

Curtis Young, Public Works Director appeared before the Board and said he had contacted Shelia and asked her to advertise it again.

COUNTY ATTORNEY

14. UPDATE ON VARIOUS LEGAL ISSUES

Mrs. Minnis said Commissioners along with several other Constitutional Officers were now required to complete four (4) hours of ethics training annually and classes would be available in the near future.

Chair Croley asked when the deadline was and Mrs. Minnis said there was nothing in the law concerning a deadline.

Commissioner Morgan asked if there would be any web-based training available and Mrs. Minnis said she would look into that.

Commissioner Taylor said she was certain FAC would have information regarding this.

She informed the Board that National Solar had executed a contract.

She also put on record that she would be requesting a private attorney-client meeting at the next board meeting regarding the Somos Uno, Inc. lawsuit.

DISCUSSION ITEMS BY COMMISSIONERS

15. REPORT AND DISCUSSION ON PUBLIC ISSUES AND CONCERNS PERTAINING TO COMMISSION DISTRICTS AND GADSDEN COUNTY

COMMISSIONER TAYLOR, DISTRICT 5

Commissioner Taylor said she wanted to follow up on one item with the Administrator with regard to private roads and Mr. Presnell said he met with Curtis Young last Thursday and would be presenting it to the Board in the near future.

COMMISSIONER HOLT, DISTRICT 4

Commissioner Holt said she had one item regarding the Economic Development Council, Small Business and Industrial Board and would like to have the Administrator look into scheduling a meeting among the groups to look into economic development possibilities for the County.

COMMISSIONER MORGAN, District 3

Commissioner Morgan gave a tip of the hat to the Code Enforcement Department and encouraged the Commissioners that if any of them had not seen any of the reports, to take time to do so and thought they would start seeing benefits of it.

He said the public would soon begin to see the first wave of the new county-line signage on the county roads.

Commissioner Holt stepped out at this juncture of the meeting.

He asked the Administrator to be prepared to discuss raises for staff at the final budget hearing on Monday, but would like to have the fiscal impact provided to the Board to have info regarding raises.

COMMISSIONER HINSON, DISTRICT 1

Commissioner Hinson said he had nothing to report.

COMMISSIONER CROLEY, DISTRICT 2

Chair Croley said they held the CRTPA meeting yesterday and gave a brief report.

Commissioner Holt returned at this juncture of the meeting.

He added that Gadsden Express was scheduled to be expanded in 2014 to include Gretna and Chattahoochee.

He handed out a spreadsheet of the current projects in the work plan of the County, stressed the need to get signage and landscaping in place and discussed the projects.

He mentioned the rail site and wanted to reach out to see how the rail site could improve employment in the County and mentioned the possibility of getting a locomotive training program with TCC.

He brought attention to the Little River Bridge on High Bridge Road and he added he needed more input from the Commission on how they could leverage the transportation system to create jobs.

Commissioner Taylor asked if there was list prioritizing the roads to be addressed.

Mr. Presnell said there was a list that had been done by Preble-Rish in 2011 or 2012.

Chair Croley said the problem was in the past, they were not as tied to CRTPA as they were today and they have to end up getting x number of money and have to get projects on the list and advance them to the top.

Commissioner Taylor said she wanted to figure the best way to balance this and wanted to make sure they were looking at the most critical roads in the county.

Commissioner Morgan asked about the status of lighting at the interchanges in Greensboro, Gretna and Chattahoochee.

Chair Croley said it was in the design stage, once that was done, he could push it on the list of projects.

Commissioner Hinson asked Mr. Presnell for a list of all the dirt roads and Mr. Presnell stated he would put a list together of all dirt roads broken down by districts.

Commissioner Morgan stepped out at this juncture of the meeting.

Commissioner Holt asked questions regarding the railroads and the loading/unloading docks.

Commissioner Morgan returned at this juncture of the meeting.

Mrs. Minnis said she checked the website and the on-line training had been updated and would be offered regarding the Commissioners' ethics training.

RECEIPT AND FILE

16.

a. FY2013 Administrative Budget Amendments

SEPTEMBER MEETING(S)

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

OCTOBER MEETING(S)

-October 1, 2013 (Regular Public Meeting at 6:00 p.m.)

-October 15, 2013 (Regular Public Meeting at 6:00 p.m.)

MOTION TO ADJOURN

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED
THE MEETING ADJOURNED AT 7:37 P.M.**

GADSDEN COUNTY, FLORIDA

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

ATTEST:

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

**AT A REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS HELD IN AND FOR GADSDEN
COUNTY, FLORIDA ON OCTOBER 1, 2013 AT 6:00 P.M.,
THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:**

Present: Doug Croley, Chair-District 2
Eric Hinson, Vice Chair-District 1 (arrived during the prayer)
Gene Morgan-District 3
Brenda Holt-District 4
Sherrie Taylor-District 5
Nicholas Thomas, Clerk of Court
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator
Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

Chair Croley called the meeting to Order at 6:00 p.m. and asked everyone to please stand for the prayer and the Pledge of Allegiance. Deputy Clerk, Marcella Blocker, took a silent roll call.

AMENDMENTS AND APPROVAL OF AGENDA

The following amendments were made to the agenda at the request of the County Administrator and he added that the Property Appraiser and Tax Collector were present to answer any questions:

- Add 6-A- Extension of 2013 Tax Roll pursuant to Section 197.323 F.S.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO ADD ITEM 6-A TO THE AGENDA.

Commissioner Morgan asked to move Item 12 to Item 6-B.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO MOVE AGENDA ITEM 12 TO ITEM 6-B.

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

AWARDS, PRESENTATIONS AND APPEARANCES

There were no awards, presentations or appearances.

CLERK OF COURTS

1. County Finance and County Clerk Issues

Clerk Thomas was present and had nothing to report.

CONSENT

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD

VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA.

2. Approval of Minutes

-August 20, 2013

3. Ratification of Approval to Pay County Bills

4. Approval of Annual Contract between Gadsden County and the Florida Department of Health for the Operation of the Gadsden County Health Department

ITEMS PULLED FOR DISCUSSION

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

There were no citizens that requested to be heard.

PUBLIC HEARINGS

5. Public Hearing-Escambia County Housing Finance Authority-Single Family Mortgage Revenue Bond Program for First Time HomeBuyers

Mr. Presnell said this item had been before the Board many times.

C.J. Pipkins, Assistant Executive Director of the Escambia County Housing Finance Authority, appeared before the Board and explained in their last program they were involved in they provided \$47,500 worth of down-payment assistance and had helped 14 homebuyers in the last three years. She explained the current program they offered and said if the Board wished to continue participating in the program, they would need to adopt a Resolution approving that they would be able to work in this territory and this would be good for three years.

Chair Croley stated with this being a public hearing, he asked that she be sworn in by the Deputy Clerk and asked her to re-state her name and title for the record.

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

Commissioner Holt asked if she had any data as to how many people from the County had applied and how many were approved.

Ms. Pipkins responded that she did not have that information, but she could contact all the lenders and gather that information.

Chair Croley asked that Ms. Pipkins gather the requested information to be provided to the Commissioners.

Commissioner Morgan thanked Ms. Pipkins for coming and said he was interested in how they were measuring the success with the program in Gadsden County. He also said in entering into the relationship with them over the next three years did not believe it limited them in pursuing any other type of housing assistance program.

Ms. Pipkins said that was correct and added that the SHIP program and other programs also take a third.

Chair Croley thanked her for coming and asked about the foreclosure rates and the values of the re-sales.

Ms. Pipkins told the Board that their housing program had been very successful and have had an 8% foreclosure rate in the last few years.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE FOR OPTION 1.

GENERAL BUSINESS

6. Approval to Confirm the Appointment of the Planning and Community Development Director

Mr. Presnell introduced the above item.

Arthur Lawson appeared before the Board and gave a brief background of Ms. Gutcher and highly recommended the Board to confirm her employment.

Allara Gutcher appeared before the Board.

Commissioner Taylor said one thing that had been an issue had been the ability to “turn dirt quickly” and asked that a streamlined process be developed to encourage businesses to come to Gadsden County.

Commissioner Morgan said this was a great opportunity and said for some reason it seemed to be difficult for companies to do business with Gadsden County and asked how she addressed issues pertaining to that in Bay County and how she trained people to be proactive with customer service.

Ms. Gutcher said most recently with her time in Bay County she had a great staff and their whole mission was customer service, she added she believed in customer service, being polite and kind and trying to find what the win was in any given situation.

Commissioner Holt said she would have a tough time herding the Commissioners into looking into the Comprehensive Plan.

Mr. Presnell said Ms. Gutcher brings the ability to change the comprehensive plan and it be done in-house and the Board would not have to hire consultants to do so.

Commissioner Taylor suggested that after she was in for 30-45 days that she appear before the Board again with proposed changes to the Comprehensive Plan.

Chair Croley said he agreed with the other commissioners and added that the Codes were not correct, the Land Use Map was not in good order, but disagreed that the County was difficult to do business with.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE HIRING OF MS. GUTCHER.

6A. Extension of 2013 Tax Roll Pursuant to Section 197.323 F.S.

Dale Summerford, Gadsden County Tax Collector, appeared before the Board and stated that regarding the Value Adjustment Board, petitioners needed to have 25 days' notice prior to the hearing date asked that they approve the extension of the Tax Roll prior to the completion of the Value Adjustment Board proceeding and that they sign the attached Resolution.

Chair Croley said he did not like to amend the agenda that had not been in the public for seven days before the meeting, but understood the importance of this matter.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS ITEM.

6B. Selection of Economic Development Services for Gadsden County (Item 12)

Mr. Presnell introduced the above item and stated this was for selection of Economic Development Services for Gadsden County. He stated they had asked for a proposal from Gadsden Development Council and the Gadsden County Chamber of Commerce.

Dr. Henry Grant, Secretary for the Gadsden Development Council, appeared before the Board and said their biggest problem was they had done visioning, studies and planning for 13 years and had not been able to implement anything because of lack of money. He said they were presenting an outline of Gadsden County Development Council with their mission, plan of work, project response and management and what they intended to do as far as an activity report.

Mr. Presnell asked Dr. Grant to list the members of the re-vamped Board of the Development Council.

He listed the County, Gadsden County Chamber of Commerce, School Board, Workforce Plus, Department of Economic Opportunities, Apalachee Regional Planning Council, Talquin Electric, Focus Credit Union, and TDS.

Chair Croley asked if there were any questions.

Commissioner Morgan asked if Dr. Grant had been on the Board the entire 13 years and he replied yes. Commissioner Morgan asked how their goals and objectives changed during that time.

Dr. Grant stated they had not changed, they have had two strategic plans and none of the data had changed and they were five years apart. He added that he was not before the Board to say they had the experience, but collectively on the Board, there was the experience.

Chair Croley said out of fairness to Dr. Grant, he asked if this was the "Jackson County model" for economic development.

Dr. Grant said when this was organized, Jackson County was their model and that was the actions they had taken.

Mr. Presnell said they have a commitment from each of the municipalities to contribute financing if the County chose to pursue economic development activities with Gadsden Development Council.

Commissioner Holt said she was ready to vote.

Commissioner Morgan said if this was a different proposal than before why were they looking at something dated for 2000.

Dr. Grant said the packet was to give them history of the organization.

Antonio Jefferson, City of Gretna, appeared before the Board and stated their plan was relevant, members were members that represent the entire community and that now the cities were willing to put their “money where their mouth was”. He added that they felt they could do just as good a job as the Chamber, they need an opportunity, they have what it takes, have the relationships to get this done, have a great plan with a lot of people committed, but no money and would like to have the Board’s assistance.

Jack Peacock, Volunteer Chairman for the Gadsden County Chamber of Commerce, appeared to petition for the continuance of the existing economic development contract for the County.

Commissioners had no questions for Mr. Peacock.

Commissioner Morgan wanted to point out that they are all in agreement in what they wanted to do and in the past 5 years, the Chamber had been successful in delivering what they were to deliver. He added the Chamber has been underestimated and the Board hurt themselves by asking questions at the wrong time and how they dictate who businesses could hire, etc.

Chair Croley said the idea of economic development was very important to everyone and the importance of the municipalities being involved was very important.

Commissioner Taylor said she was trying to think of the correct department that Governor Scott had developed-DEO-they need to be at the table, there is a need to have a balanced Board and it was time to move forward with something new, something different.

Commissioner Morgan asked the Administrator the levels of relationship with municipalities in the past and with the relationship with the Economic Development arm of the Chamber there were specific requirements and they met them each time every year and was successful in doing so. He said at the appropriate would like to make a motion to approve the agreement presented by the Economic Development arm of the Chamber of Commerce. The Motion died for lack of second.

Chair Croley reminded that no-one implied the municipalities did not get to participate.

Commissioner Holt said she knew the Economic Council was dedicated in this because who would wait and work 13 years for funding.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 4-1 BY VOICE VOTE TO ACCEPT THE PROPOSAL PRESENTED BY THE GADSDEN

**COUNTY DEVELOPMENT COUNCIL FOR THE ECONOMIC DEVELOPMENT SERVICES.
COMMISSIONER MORGAN OPPOSED.**

Mr. Presnell said the Chamber was a voting member of the Development Council and would have input.

Mr. Peacock asked to address comments made by Commissioner Hinson.

Chair Croley said on behalf of the Board and County said they would be remised if they did not thank them for their efforts in keeping things in a positive way.

7. Approval of the Appointment of Peter Patel to the Gadsden County Tourist Development Council

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

8. Approval of the Small County Outreach Program Agreement with the Florida Department of Transportation and Resolution #2013-018 for the Widening and Resurfacing of Lewis Lane

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

9. Approval of Interlocal Agreements with Local Municipalities and the Gadsden County School Board for Road Maintenance and Special Projects Activities

Mr. Presnell said this was a new, revised agreement.

Commissioner Morgan said a lot of things have changed and asked that the Administrator highlight changes and asked if quality services could be provided without losing money.

Mr. Weiss said changes were in the language not in the responsibility.

Chair Croley asked questions regarding the billing rate.

Commissioner Morgan stepped out at this juncture of the meeting.

Commissioner Morgan returned at this juncture of the meeting.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE THIS ITEM. CHAIR CROLEY OPPOSED.

10. Approval of Revised Fuel Services Interlocal Agreement

Mr. Presnell explained this was a similar agreement.

Chair Croley asked how current everyone was on the bills.

Mr. Presnell stated everyone was current.

Commissioner Morgan asked if this was good business sense based on the history of fuel services. He asked If the Sheriff left, how that would impact the County, would not have money for fuel but

would not have usage also.

COMMISSIONER HOLT MADE A MOTION FOR 10¢. BEFORE THE VOTE WAS TAKEN, COMMISSIONER MORGAN HAD QUESTIONS.

Commissioner Morgan asked if they could consider two different rates:

- .10¢ if it was timely paid:
- .20¢ if fall behind more than 30 days.

Mr. Presnell said if it was 45 days behind, services could be terminated.

Chair Croley said there was a motion on the floor unless Commissioner Holt wished to amend her motion, that motion needed to be considered first.

Chair Croley said he would second the motion on the basis if the .10¢ covered the costs, fine.

Commissioner Holt asked what number it would take for the Sheriff to stay.

Commissioner Holt withdrew her motion.

Commissioner Morgan asked if .5¢ per gallon covered the costs of handling this business.

Mr. Presnell said no. He added that Public Works was the biggest user and somewhere between .5¢-.8¢ would cover the costs.

COMMISSIONER MORGAN MADE A MOTION TO CHARGE .07¢ PER GALLON FOR ONES WHO PAY WITHIN 30 DAYS OR 45 DAYS BUT IF MISS 45 DAYS, TO GOES TO .20¢ PER GALLON, CHAIR CROLEY SECONDED FOR PURPOSES OF DISCUSSION. THERE WAS DISCUSSION BEFORE THE VOTE.

Taylor said did not want to lose Sheriff and understood everyone under strains in the budget.

CHAIR CROLEY CALLED FOR THE VOTE. THE BOARD VOTED 3-2 BY VOICE VOTE. COMMISSIONERS HOLT, HINSON AND TAYLOR OPPOSED. MOTION FAILED.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE .6¢/GALLON. COMMISSIONER MORGAN OPPOSED.

11. Approval of Real Estate Sales Contract with Capital City Bank for the Acquisition of a New EMS Facility

Mr. Presnell introduced the above item

Commissioner Morgan moved for approval.

Commissioner Hinson said he strongly supported this item until someone opened his eyes and said a brand new facility could be built for less than \$100,000 - \$250,000 and with that he could not support this.

Commissioner Taylor did not believe a building could be built for that amount of money but thought they could get it for lot less because there was retrofitting to be done.

Mr. Presnell said he did have reservations early on regarding this and asked Tommy Baker to come before the Board.

Tommy Baker, EMS DIRECTOR, appeared before the Board and said a new facility had been looked at and one not as big would cost approximately \$1.2 Million.

Mr. Presnell added that the renovations would be included in the CDBG grant and was one of the reasons they thought this was attractive.

Chair Croley stated if a building was built, capital would have to be put out for it and this would be covered by a grant to pay 100% and would make good business sense to go after a building that didn't cost anything.

Commissioner Hinson said there would be closing costs and renovations to be added in.

Mr. Presnell said the renovation was covered by the grant.

Commissioner Hinson said it would be another \$100,000 plus closing costs. He added that he "was embarrassed to know that our Administrator would come to us with this proposal at this juncture, it's almost a slap in our face, it's a question of integrity really about this piece right here and personally, \$500,000, taxpayer dollars, I don't care if it's a grant, it's still taxpayer dollars, still coming from them. Everybody on this Board is supposed to be fiscal conservative, they don't like grants and they understand it's still taxpayer dollars. So, regardless how you get it, we pay taxes, that's what's going to happen. So, that's my point on it, I just can't support it. I appreciate your vision; I'm not saying 'you' talking about you in particular. I appreciate the County Administrator's vision, but I think that I don't want to spend money we don't need to spend right about now".

Chair Croley said Commissioner Morgan had a motion and called for second. Chair Croley seconded and applauded the Administrator for bring this before the Board.

Commissioner Holt asked if they could receive a grant to renovate part of hospital and renovate the old bomb shelter.

Chair Croley said with the Affordable HealthCare Act that took effect today that may not be option.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 3-2 BY VOICE VOTE. MOTION FAILED. COMMISSIONERS HOLT, HINSON AND TAYLOR OPPOSED.

12. Selection of Economic Development Services for Gadsden County Moved to 6B

COUNTY ADMINISTRATOR

13. Update on Board Requests

Mr. Presnell said memos had been sent out regarding the ethics training.

Commissioner Hinson said he had been hearing a lot of concerns regarding Havana Heights Apartments and people were very upset, residents were unable to park in the parking lot, the parking lot was full of potholes, a new person owned building and seniors were having a hard time parking, they have to park far away.

Clyde Collins appeared before the Board and informed the Board renovations were going on, new electrical panels were going in every apartment and they were resurfacing the parking lot.

Chair Croley asked that the contractor be contacted to see if something could be worked out.

Commissioner Holt stepped out at this juncture of the meeting.

COUNTY ATTORNEY

14. Update on Various Legal Issues

Mr. Weiss informed the Board that the Legislature had enacted a dual public employment statute that states no public officer, including County Commissioners, may accept public employment with the State or any of its subdivisions if the Officer knew or should know that it is only being offered because of their position as a public officer in order to gain an advantage or influence. He also explained that there were provisions for being “grandfathered” in.

Commissioner Morgan asked with it being “any division of the State” if that meant any employment where you were invested in the State Retirement Program through that service or is that impacted at all.

Mr. Weiss stated he was not sure of the answer to that question, but he thought it meant being an employee and not contracted with the Department.

Chair Croley said this State had one of the highest numbers of public official fraud. He also mentioned that the Value Adjustment Board needed to be careful and make sure there were no odds with the Board members and any entities that came before the Board with Petitions

Commissioner Holt returned at this juncture of the meeting.

Commissioner Taylor asked why be placed on a Board that could cause conflict of interest for the Board member.

Commissioner Holt said it had to be where the Board member would make a profit themselves.

15. Recess BOCC Meeting and Reconvene for a Private Attorney-Client Session

The meeting recessed for the private attorney-client meeting.

16. Reconvene the BOCC Meeting

The Meeting resumed at 8:55 p.m.

DISCUSSION ITEMS BY COMMISSIONERS

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

Commissioner Taylor, District 5

Commissioner Taylor asked when the Plan and Growth Adoption would be coming back.

Mr. Presnell stated Mr. Young was working on that and should be before the Board in two meetings.

She asked if an RFP had been issued for District 5 for the mowing.

Mr. Presnell said it was done and opened two weeks ago and no bids were received. He added they would possibly rebid in Spring and there might be more interest then.

She asked that at the last meeting, they were looking at potential repaving projects through SCOP and wanted to make sure High Bridge Road was on that list because there has been so many fatalities on it.

Commissioner Holt, District 4

Commissioner Holt agreed with Commissioner Taylor about how very dangerous High Bridge Road was.

She said that on the issues of Economic Development and planning, they needed to look at the urban ring around the counties and what comes from that. They need to look at industry and look at planning for step-down models because not everyone wanted to be in an industrial park.

Commissioner Morgan, District 3

Commissioner Morgan thanked everyone that helped put together everything for the meetings.

He asked about tree limbs on the power line on Bonnie Hill Road and asked about trimming.

He also asked to agenda the senior services issues and how they are funded, where the centers are located, how they differ and how to move forward.

Lastly, he said Commissioner Hinson made comments on how to have a deeper investment with the Chamber of Commerce with regard to economic development.

Commissioner Hinson, Vice Chairman, District 1

Commissioner Hinson thanked the staff for being helpful and the Board for working so hard.

He said regarding Bainbridge College, he wanted to see what could be done to embrace everyone, added Chipola College and asked that they be allowed to make a short presentation.

He added regarding Economic Development, he would like to add to the agenda as to what form support should be taken with participation.

Commissioner Croley, Chairman, District 2

Chair Croley said regarding High Bridge Road, the bridge is on the list and have asked that the safety history of the road be provided to CRTPA for improvements to be made. He said they were seeing a \$16 Million project being kicked off at US 90 and Little River, Shady Rest Road and several other roads.

He asked the Administrator about canopy roads and urged commissioners to consider the remaining canopy roads and to offer protection of them.

Commissioner Hinson said this might rub people wrong way but had to say it, issue with pay raise increase, can't do-budget been adopted.

RECEIPT AND FILE

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

OCTOBER MEETING(S)

-October 15, 2013-Regular Public Meeting 6:00 p.m.

NOVEMBER MEETING(S)

-November 5, 2013 –Regular Public Meeting 6:00 p.m.

-November 19, 2013-Regular Public 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 9:18 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: November 5, 2013

Date Submitted: October 18, 2013

To: Honorable Chairperson and Members of the Board

From: Commissioner Eric Hinson , Vice Chairman

Subject: Approval of Commissioner Hinson's Travel to the 2013-2014 Florida Association of Counties Legislative 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 Commissioner Hinson to travel to Daytona Beach, Volusia County, Florida leaving on November 12, 2013 and returning on November 16, 2013 to attend the Florida Association of Counties 2013-2014 Legislative Conference.

Background:

This conference is held to allow members a final opportunity to voice opinions on the policies the Association lobbies during the Legislative Session. Specific to Commissioner Hinson, his attendance at this conference will allow him to complete his course requirements to be designated as a Certified County Commissioner.

Analysis:

N/A

Fiscal Impact:

The anticipated cost of Commissioner Hinson's travel is \$1,039.15.

Options:

1. Approve Commissioner Hinson's travel to the FAC 2013-2014 Legislative Conference and authorize the Chairman to execute Commissioner Hinson's Travel Approval and Request For Advance Travel Form.
2. Provide Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Preliminary Conference Schedule
2. Travel Approval and Request For Advance Travel Form



2013-14 Legislative Conference

Hilton Daytona Beach
Volusia County
November 13-15, 2013

PRELIMINARY AGENDA

Tuesday, November 12

3:00 p.m. – 6:00 p.m.

Registration Desk Open

Wednesday, November 13

7:30 a.m. – 8:30 a.m.

Continental Breakfast

7:30 a.m. – 5:00 p.m.

Registration Desk Open

8:00 a.m. – 9:00 a.m.

Executive Committee Meeting

9:00 a.m. – 11:00 a.m.

Gulf Consortium

9:15 a.m. – 10:15 a.m.

Urban Caucus

9:30 a.m. – 11:00 p.m.

County Medicaid Workgroup

9:30 a.m. – 4:30 p.m.

CCC Workshop: Structure & Authority

10:30 a.m. – 11:30 a.m.

Rural Caucus

11:00 a.m. – 12:30 p.m.

FAC Board of Directors Meeting

11:30 a.m. – 1:30 p.m.

Lunch (on your own)

1:45 p.m. – 3:00 p.m.

Federal Committee

1:45 p.m. – 4:15 p.m.

Health & Human Services Committee

3:15 p.m. – 4:45 p.m.

Fertilizer Workgroup

5:00 p.m. – 6:00 p.m.

Welcome Reception

Thursday, November 14

7:30 a.m. – 9:00 a.m.

Continental Breakfast

7:30 a.m. – 11:30 a.m.

Registration Desk Open

8:00 a.m. – 10:15 a.m.

Finance, Tax & Administration Committee

8:30 a.m. – 3:30 p.m.

CCC Workshop: Roles & Responsibilities

9:00 a.m. – 5:00 p.m.

County Managers Workshop

10:30 p.m. – 12:00 p.m.

Public Safety Committee

12:15 a.m. – 1:15 p.m.

Luncheon

1:30 p.m. – 4:15 p.m.

Growth Management, Agriculture & Environment Committee

4:00 p.m. – 5:00 p.m.

Annual Conference Committee

5:15 p.m. – 6:15 p.m.

Legislative Executive Committee

6:15 p.m. – 7:15 p.m.

Reception

Friday, November 15

8:30 a.m. – 10:30 a.m.

Closing Session Breakfast

10:30 a.m. – 3:30 p.m.

Post-Conference Workshop: Ethics

TRAVEL APPROVAL AND REQUEST FOR ADVANCE TRAVEL
SUBMIT WITH A COPY OF ALL DOCUMENTATION ATTACHED

County Commission Department: _____

Name of Traveler: _____

Telephone: _____

Reason for Trip: _____

Travel Origin: _____

Destination: _____

Date of Departure: _____

Date of Return: _____

Time of Departure: _____

Time of Return: _____

Method of Transportation (Check one and provide information below): Personal Auto ☐ County Vehicle ☐ Airline ☐

Auto: Map mileage _____ x 2 = _____ @ .565 = \$ _____

(Use official Department of Transportation road map mileage. Do not use tenths of miles)

Estimated Vicinity Miles *: _____ @ .565 = \$ _____

For reimbursement of **legitimate** vicinity miles, keep odometer reading from start to completion of trip.

Air **: Carrier Name: _____ Amount: \$ _____

Per Diem/Meals/Hotel/Registration Expenses: (Claim either per diem or hotel plus meals for overnight travel)

Quarters (6 hour periods) at \$ _____ each for overnight travel \$ _____

Breakfast at \$ _____ (leave before 6:00 a.m., back after 8:00 a.m.) \$ _____

Lunches at \$ _____ (leave before noon, back after 2:00 p.m.) \$ _____

Dinners at \$ _____ (leave before 6:00 p.m., back after 8:00 p.m.) \$ _____

Use U. S. General Services Administration Per Diem Rates www.gsa.gov

Hotel ** (Attach backup, County does not pay sales tax in Florida) \$ _____

(Claim either per diem or hotel plus meals for overnight travel)

Registration Fee ** (Attach Agenda, mark meals included in registration fee) \$ _____

Other Expected Expenses *:

Road Tolls: \$ _____ Taxi Fares: \$ _____ Parking Fees: \$ _____

Other Expenses: (specify) _____

Total Transportation: \$ _____

Travelers Signature: _____

Total Per Diem/Meals: \$ _____

Department Director Approval: _____

Total Hotel **: \$ _____

County Administrator Approval: _____

Registration **: \$ _____

Date BOCC Approved: _____

Total Other Expense *: \$ _____

Chairman Approval: _____

Total Advance Request: \$ _____

TOTAL TRIP COST: \$ _____

* No advance on these items, reimbursement through Travel Reimbursement Voucher filed upon return with copies of receipts for reimbursable expenses. A copy of your hotel bill must be filed with your Travel Reimbursement Voucher.

** Payment through County Requisition

BOARD OF COUNTY COMMISSIONERS GADSDEN COUNTY

Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 23, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Approval and Signature(s) for Satisfaction of Special Assessment Lien(s)
State Housing Initiative Partnership (SHIP) Program
Gadsden County Emergency Repair (ER) Program

Statement of Issue:

This agenda items seeks the Board of County Commissioner's approval and signatures to satisfy the Special Assessment Lien(s) that were agreed upon by the Homeowner and Community Development State Housing Initiative Partnership (SHIP) Rehabilitation Program.

Background:

The loan is funded by the State Housing Initiative Partnership (SHIP) Program through the State of Florida or the Gadsden County Board of County Commissioners and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owner and the Gadsden County Community Development SHIP Housing Rehabilitation Program has agreed that the owner shall remain in the house for a full (5) five-year period at no annual rate of interest and once the (5) five-year period is completed the lien would be forgiven and satisfied. The same with the BOCC (ER) Emergency Repair Program the Owner has agreed to remain in the house a full (2) two-year period at no annual rate of interest. The homeowner(s) are required to pay the fees to have the lien recorded and the Clerk of Courts office and the Community Development office will provided them a copy of the recorded document and keep the original in homeowners file.

Analysis:

As agreed upon by the Owner and the Gadsden County Community Development Housing Rehabilitation Program (SHIP) or BOCC ER Program; the owner has completed the full (5) five year term the lien is due to be forgiven and satisfied.

Fiscal Impact:

NONE

Options:

Option 1 Approve and Sign Lien Satisfaction(s) for homeowner that was serviced under the Gadsden County SHIP Program/ER Program

Option 2 Do Not Approve and Sign Lien Satisfaction(s).

Option 3 Board Direction.

Interim County Administrator Recommendation:

Option 1

Attachments:

LIENS:

Cleorath Hendrix

Clarence & Florine Butler

Curtis & Susie Ceasor

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: October 24, 2008, by and between CLEORATH HENDRIX, 102 East 15th Avenue, Havana, Florida 32332, 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 710 at Page 776, of the public records of Gadsden County, Florida do hereby on this 23rd day of October 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 5TH day of November A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

Notary Public

SATISFACTION OF HOUSING REHABILITATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: September 8, 2008, by and between CLARENCE & FLORINE BUTLER, 7178 Bainbridge Road, Quincy, Florida 32352, 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 703 at Page 1553, of the public records of Gadsden County, Florida do hereby on this 23rd day of October 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 5TH day of November A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

Notary Public

SATISFACTION OF HOUSING REHABILITATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: April 28, 2008, by and between CURITS & SUSIE CEASOR, 98 Bell 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 698 at Page 311, of the public records of Gadsden County, Florida do hereby on this 23rd day of October 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 5TH day of November A.D. 2013, by Douglas 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: November 5, 2013

Date Submitted: October 22, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Arthur L. Lawson, Sr., Assistant County Administrator
Martha D. Chancey, Probation Division Manager

Subject: Approval of Request for Gadsden County Probation to Conduct Court Ordered Theft Classes

Statement of Issue:

This agenda item seeks Board approval for the Gadsden County Probation Division (GCPD) to establish and conduct court ordered Theft Classes.

Background:

As a condition of probation, the court orders defendants with retail theft, shoplifting, and petit theft charges to attend Theft Classes. These classes were previously offered by a local agency however, in most recent times the local agency stopped offering the classes.

Analysis:

Currently probationers ordered to attend the Theft Class must travel to Tallahassee for this five (5) week one (1) hour per week class in order to fulfill this condition of probation. The cost to attend in Tallahassee is \$50. An agency in another neighboring county offers a theft class at a cost of \$65 to the probationer. Staff of Gadsden County Probation will establish and conduct the Theft Class in Quincy on a bi-monthly basis. The probationer will be responsible for paying a \$65 fee for the GCPD Theft Class. The class will be offered two (2) consecutive evenings in one (1) week with each class lasting approximately one and a half hours. Payment for the GCPD Theft Class must be made in advance. The goal date to begin classes is December 1, 2013.

Fiscal Impact:

This item involves some cost of overtime for the Board Of County Commissioners; however, this item will result in additional revenue.

Options:

1. Approve Gadsden County Probation Division to establish and conduct the Theft Class.
2. Do not approve Gadsden County Probation Division to establish and conduct the Theft Class.
3. Board direction.

County Administrator's Recommendation

Option 1

Attachment:

None

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 22, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Arthur L. Lawson, Sr., Assistant County Administrator
Martha D. Chancey, Probation Division Manager

Subject: Approval of Request for Gadsden County Probation to Conduct Court Ordered Bad Check Classes

Statement of Issue:

This agenda item seeks Board approval for Gadsden County Probation Division to establish and conduct the court ordered Bad Check Class.

Background:

As a condition of probation, the court orders defendants with Passing Worthless Bank Checks (PWBC) charges to attend Bad Check Classes. These classes were previously offered by a local agency however, in most recent times the local agency stopped offering the classes. We have been notified by the agency in Tallahassee that they no longer offer the class.

Analysis:

Currently there is no agency for GCPD to refer the probationers to for the Bad Check Class. The probationer has no way to fulfill this condition of probation. The local agency charged \$70 for the Bad Check Class. The cost in Tallahassee was \$65 and in another neighboring county the cost is \$65 to the probationer. Staff of Gadsden County Probation will establish and conduct the Bad Check Class in Quincy on a bi-monthly basis. The probationer will be responsible for paying a \$65 fee for the GCPD Bad Check Class. The class will be offered two (2) consecutive evenings in one (1) week with each class lasting approximately one and a half hours. Payment for the GCPD Bad Check Class must be made in advance. The goal date to begin classes is December 1, 2013.

Fiscal Impact:

This item involves some cost of overtime for the Board Of County Commissioners; however, this item will result in additional revenue.

Options:

1. Approve Gadsden County Probation Division to establish and conduct the Bad Check Class.
2. Do not approve Gadsden County Probation Division to establish and conduct the Bad Check Class.
3. Board direction.

County Administrator's Recommendation

Option 1

Attachment:

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 23, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Approval to Apply For The Assistance to Firefighters Grant (AFG)
To Purchase Cardiac Monitors

Statement of Issue:

This item seeks Board approval to apply for AFG funds for the upgrade of EMS cardiac monitors.

Background:

Many of the current cardiac monitors in use by EMS are reaching their life expectancy in terms of technology, service and reliability. The purpose of the Assistance to Firefighters Grant (AFG) is to upgrade our cardiac monitors with newer ones. The AFG program now includes limited grant availability for EMS to make equipment purchases.

Analysis:

The current cardiac monitors are 3-15 years old. The replacement units now include CO2 monitoring which has become a standard of treatment for smoke inhalation and firefighter rehabilitation at fire scenes and during transport.

Fiscal Impact:

The proposed grant funding would cover 90% of the approximately \$349,688.00 purchase price for this equipment (11 units). Funds for the remaining 10% are available in the budget. This request is for authorization to apply on-line. If our application is recommended for an award, the grant will be presented to the Board again final approval of terms and conditions.

Options:

1. Authorize EMS to apply for the Assistance to Firefighters Grant to purchase cardiac monitors.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 21, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Public Officials Bond Reviews

Statement of Issue:

This agenda item seeks Board review of the sufficiency of Bonds of County Officers.

Background:

On March 17, 2009, the Board approved Ordinance No. 2009-005, which created provisions for County Officers Bonds requirements. Ordinance No. 2009-005 was amended by Ordinance No. 2011-001. In the ordinance, the Board determined the appropriate bond requirement amount for each elected official.

Analysis:

As codified in Section 2-92 of Ordinance No. 2011-001, the following bond amounts were established for the various County Officers: Clerk of the Courts - \$100,000.00, Sheriff \$100,000.00 and \$1,000.00 for each appointed Deputy Sheriff, Supervisor of Elections and the Property Appraiser - \$5,000.00 each, Tax Collector - \$100,000.00, and County Commissioners - \$2,000.00 each.

Section 2.92 (7) requires the Board of County Commissioners to examine carefully the sufficiency of all bonds required of County Officers at its first regular meeting in January and June of each year. The staff has verified that the current bond amounts are sufficient and up to date.

Fiscal Impact:

There is no additional fiscal impact at this time.

Options:

1. Make a determination that the current bonds on the County Officers are sufficient.
2. Do not make a determination that the current bonds are sufficient.
3. Board Direction.

County Administrator's Recommendation:

Option 1

Attachment:

County Code – Division 3. – County Bond Requirements.

Gadsden County, Florida, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 2 -
ADMINISTRATION >> ARTICLE III. - OFFICERS AND EMPLOYEES >> DIVISION 3. - COUNTY BOND
REQUIREMENTS >>

DIVISION 3. - COUNTY BOND REQUIREMENTS ^[5]

Sec. 2-91. - Procedure for county officer bonds.

Sec. 2-92. - County officer bonds.

Secs. 2-93—2-110. - Reserved.

Sec. 2-91. - Procedure for county officer bonds.

- (a) *Short title.* This section shall be known as the "County Officer Bond Ordinance."
- (b) *Approval of form and surety of bonds of county officers; delegation of authority.* Pursuant to F.S. § 137.01, the board of county commissioners hereby requires the county officers described in section 2-92 to give bond, conditioned for the faithful performance of the duties of his or her office in the amounts set forth in section 2-92. Approval of the form and surety of any such bonds is hereby delegated by the board of county commissioners to the county administrator or designee, with the concurrence of the county attorney in such approval.
- (c) *Filing of bonds of county officers.* All bonds of county officers required by this section must be filed with the clerk of the circuit court promptly upon execution and must be secured within ten days of the county officer taking office.

(Ord. No. 09-05, § 1, 3-17-2009)

Sec. 2-92. - County officer bonds.

Upon adoption of this section, the initial bonds will be established as follows:

- (1) *Bond of clerk of the circuit court.* The county clerk of the circuit court shall be required to give a bond in the sum of \$100,000.00 conditioned upon the faithful discharge of the duties of office.
- (2) *Bond of sheriff and deputy sheriff.* The county sheriff shall be required to give a bond in the sum of \$100,000.00 conditioned for the faithful performance of the duties of office. Each appointed deputy sheriff shall be required to give a bond in the sum of \$1,000.00 conditioned for the faithful performance of the duties of office.
- (3) *Bond of supervisor of elections.* The county supervisor of elections shall be required to give a bond in the sum of \$5,000.00 conditioned for the faithful performance of the duties of office.
- (4) *Bond of tax collector.* The county tax collector shall be required to give a bond in the sum of \$100,000.00 conditioned for the faithful performance of the duties of office, and specifically conditioned for the tax collector's accounting duly and faithfully for all taxes collected.
- (5) *Bond of property appraiser.* The county property appraiser shall be required to give a bond in the sum of \$5,000.00 conditioned for the faithful performance of the duties of office.
- (6) *Bond of county commissioners.* Each county commissioner must give a bond in the

sum of \$2,000.00 conditioned for the faithful performance of the duties of office.

- (7) *Examination of sufficiency of bonds of county officers.* At its first regular meeting in January and June of each year, the board of county commissioners shall examine carefully the sufficiency of all bonds required of county officers. If the board of county commissioners has reason to believe that the sufficiency of any such bond has become impaired, the board of county commissioners must at once require that the county officer execute and file with the clerk of the circuit court a new bond for the same amount and under the same conditions as the former bond.
- (8) *Applicability.* This section is applicable countywide. This section shall not affect any currently existing bonds of county officers.

(Ord. No. 09-05, § 1, 3-17-2009; Ord. No. 11-001, § 1, 2-1-2011)

Secs. 2-93—2-110. - Reserved.

FOOTNOTE(S):

⁽⁵⁾ *Editor's note—* Ord. No.09-05, § 1, adopted March 17, 2009, amended the Code by adding provisions designated as a new Div. III, §§ 2-111 and 2-112. For purposes of classification, said provisions have been included herein as Div. III, §§ 2-91 and 2-92 ([Back](#))

Board of County Commissioners

Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 21, 2013

To: Honorable Chairman and Members of the Board

From: Robert M. Presnell, County Administrator

Subject: Appointment to the WORKFORCE plus Board of Directors

Background:

At the May 14, 1996 meeting, the Board approved the establishment of a Jobs and Education Regional Board (Big Bend Jobs and Education Council) that would serve as the Workforce Development Board for the region (Leon, Gadsden and Wakulla Counties).

An Interlocal Agreement, approved by the Board at its May 28, 1996 meeting, established a multi-jurisdictional arrangement between the Leon, Gadsden and Wakulla County Board of County Commissioners describing the responsibilities of the Board of County Commissioners.

October 18, 2011, the Gadsden County Board of County Commissioners approved an updated inter-local agreement.

Statement of Issue:

Nominations for the private sector seats shall be submitted to the respective County Commissioners or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc. but must be compliant with the State of Florida Workforce Innovation Act of 2000.

On October 17, 2013, the Chamber of Commerce sent a letter requesting for the Board to consider Mr. Anthony Fedd, Site Manager, BASF to serve on the WORKFORCE Board of Directors.

Fiscal Impact:

None

Options:

1. Approve the Chamber of Commerce's Nomination of Anthony Fedd, Site Manager, BASF, for appointment to the WORKFORCE plus Board of Directors.
2. Do not approve the Chamber of Commerce's Nomination for the Appointment.
3. Board Direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. October 18, 2011 Updated Interlocal Agreement
2. October 17, 2013 Chamber of Commerce Nomination Letter

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT**

THIS AGREEMENT, entered into by and between the following parties: Gadsden County, Leon County (a charter county), and Wakulla County, political subdivisions of the State of Florida; and the Big Bend Jobs and Education Council, Inc. d/b/a WORKFORCE *plus* (WORKFORCE) for the Local Workforce Investment Area comprise of the Gadsden, Leon, and Wakulla counties pursuant to Federal Public Law 105-220 (Workforce Investment Act of 1998 - Title I) and the State of Florida Workforce Innovation Act of 2000, as amended.

WITNESSETH that:

WHEREAS, Federal Public Law 105-220 (Workforce Investment Act of 1998 - Title I) enacted by the Congress of the United States and signed into Law by the President of the United States and the State of Florida Workforce Innovation Act of 2000, as amended, has developed a unified training system that will increase the employment, retention and earnings by participants, and as a result improve the quality of the workforce, reduce welfare dependency, and enhance productivity and competitiveness; and

WHEREAS, Workforce Investment Act of 1998 (WIA) requires the Governor to designate Local Workforce Investment Areas to promote the effective delivery of job training services and further provides that a consortium of general purpose local governments may constitute such an area; and

WHEREAS, the Board of County Commissioners of each of the parties to this agreement desires that its county be included in a regional job training program to avail its citizens of the benefits of WIA; and

WHEREAS, the Governor has designated the parties to this Agreement as a Workforce Development Region (WDR) for the purposes of the WIA; and

WHEREAS, the WIA requires the establishment of a Regional Workforce Development Board (RWDB) to provide policy guidance for, and exercise oversight with respect to, activities under the job training program for its workforce development region in partnership with the general purpose local governments (County Commissions) within its WDR; and

WHEREAS, the Board of County Commissioners of each of the parties to this Agreement desires that the RWDR created hereby be known as the WORKFORCE; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each county in the WDR to appoint members to the WORKFORCE in accordance with the WIA and an Agreement entered into by the Board of County Commissioners of each county; and

WHEREAS, it is the responsibility of the WORKFORCE, in accordance with an agreement with the Board of County Commissioners of each county in the WDR, to determine procedures and policies so as to develop a WIA plan, and select a grant recipient, fiscal agent, administrative entity, and designate a One-Stop Operator.

WHEREAS, the Strategic WIA Plan must be approved and submitted jointly by the WORKFORCE and the Region 5 Workforce Development Consortium (Gadsden, Leon and Wakulla County Commissions).

NOW, THEREFORE, the parties agree as follows:

1. Identification of Parties to this Agreement

Each of the parties to this Agreement is a county of the State of Florida, and as such are for general purposes political subdivisions that have the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT**

Board of County Commissioners
Gadsden County, Florida

Board of County Commissioners
Leon County, Florida (a charter county)

Board of County Commissioners
Wakulla County, Florida

2. Geographical Area to be Served by this Agreement

The geographical areas, which will be served by this Agreement, are the entire geographical areas of each of the three (3) member counties, which geographical areas are legally described in Florida Law.

3. Size of the Population to be Served

The population of the three (3) county area to be served by this Agreement is 357,239 (2010) as provided by the US Census.

4. Agreement Not Prohibited by Law

State or local law does not prohibit this Agreement.

5. Affirmation, Composition, and Appointment of the Region Workforce Development Board (RWDB)

The WORKFORCE is constituted in accordance with the requirements of Section 117 of the WIA and the State of Florida Workforce Innovation Act of 2000. The WORKFORCE membership shall number thirty-four (34). Thereafter, the number of members of the RWDB shall be determined by the WORKFORCE, but must remain compliant with the WIA and the State of Florida Workforce Innovation Act of 2000, as amended.

A. Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the WORKFORCE members shall be three (3) years. Any vacancy in the membership of the WORKFORCE shall be filled in the same manner as the original appointment. Any member of the WORKFORCE may be removed for cause in accordance with procedures established by the WORKFORCE.

B. A majority of the WORKFORCE shall be representative of the private sector, who shall be owners of businesses, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chairman of the WORKFORCE shall be a representative of the private sector and shall be selected by the membership of the WORKFORCE.

C. The private sector representatives on the WORKFORCE shall number nineteen (19) and shall be selected in the following manner:

1) Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIA and State of Florida Workforce Innovation Act of 2000.

2) Such nominations for the WORKFORCE shall be representative of the business community. In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:

(a) Leon County Commission, eight (8);

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

(b) Gadsden County Commission, six (6); and

(c) Wakulla County Commission, five (5).

D. Fourteen (14) of the remaining board membership is specified in the State of Florida Workforce Innovation Act of 2000.

1) The following members are not nominated by the three (3) respective County Commissions or their designee, but are appointed as specified in the State of Florida Workforce Innovation Act of 2000:

(a) The President of the local community college (1);

(b) The public School Superintendents of Gadsden, Leon, and Wakulla counties (3);

(c) Three (3) economic development representatives nominated by the economic development agencies in Gadsden, Leon and Wakulla counties;

(d) One (1) Private School representative;

(e) Two (2) organized labor representatives;

(f) Three (3) community-based organizations serving veterans and persons with disabilities; preference will be given to nominations by the local County Commissions;

(g) One (1) representative from the one-stop partners as selected by the One-Stop Consortium.

E. Since the WORKFORCE is a combined board for WIA and the State of Florida welfare reform program, Work and Gain Economic Self-Sufficiency (WAGES), in order to be compliant with the WAGES Act of 1996, as amended, the following representatives are required. The following member is not nominated by the three (3) respective County Commissions or their designee: One (1) region wide representative for United Way.

F. The number of voting members of the WORKFORCE shall be thirty-five (35). The voting membership shall consist of nineteen (19) Private Sector seats, three (3) Community-based Organization seats, three (3) Organized Labor seats, one (1) Community College seat, three (3) School Superintendent seats, three (3) Economic Development seats, seat, one (1) Private Post Secondary School seat, one (1) One-Stop Consortium seat, and one (1) United Way seat.

1. Private Sector - Gadsden County	Seat 1 - Three (3) Year Term
2. Private Sector - Gadsden County	Seat 2 - Three (3) Year Term
3. Private Sector - Gadsden County	Seat 3 - Three (3) Year Term
4. Private Sector - Gadsden County	Seat 4 - Three (3) Year Term
5. Private Sector - Gadsden County	Seat 5 - Three (3) Year Term
6. Private Sector - Gadsden County	Seat 6 - Three (3) Year Term
7. Private Sector - Leon County	Seat 7 - Three (3) Year Term
8. Private Sector - Leon County	Seat 8 - Three (3) Year Term
9. Private Sector - Leon County	Seat 9 - Three (3) Year Term
10. Private Sector - Leon County	Seat 10 - Three (3) Year Term
11. Private Sector - Leon County	Seat 11 - Three (3) Year Term
12. Private Sector - Leon County	Seat 12 - Three (3) Year Term
13. Private Sector - Leon County	Seat 13 - Three (3) Year Term
14. Private Sector - Leon County	Seat 14 - Three (3) Year Term
15. Private Sector - Wakulla County	Seat 15 - Three (2) Year Term
16. Private Sector - Wakulla County	Seat 16 - Three (2) Year Term
17. Private Sector - Wakulla County	Seat 17 - Three (3) Year Term
18. Private Sector - Wakulla County	Seat 18 - Three (3) Year Term
19. Private Sector - Wakulla County	Seat 19 - Three (3) Year Term

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT**

20.	Tallahassee Community College President	Seat 20 - Three (3) Year Term
21.	Gadsden County School Superintendent	Seat 21 - Three (3) Year Term
22.	Leon County School Superintendent	Seat 22 - Three (3) Year Term
23.	Wakulla County School Superintendent	Seat 23 - Three (3) Year Term
24.	Economic Development (Gadsden County)	Seat 24 - Three (3) Year Term
25.	Economic Development (Leon County)	Seat 25 - Three (3) Year Term
26.	Economic Development (Wakulla County)	Seat 26 - Three (3) Year Term
27.	One-Stop Consortium	Seat 27 - Three (3) Year Term
28.	Private Post-Secondary School	Seat 28 - Three (3) Year Term
29.	Community Based Organization	Seat 29 - Three (3) Year Term
30.	Organized Labor	Seat 30 - Three (3) Year Term
31.	Community Based Organization	Seat 31 - Three (3) Year Term
32.	Organized Labor	Seat 32 - Three (3) Year Term
33.	Community Based Organization	Seat 33 - Three (3) Year Term
34.	United Way (Region-wide)	Seat 34 - Three (3) Year Term

6. Local Workforce Investment Area Designation

Pursuant to the designation by the Governor, the three (3) counties constituting the RWDB shall be a Local Workforce Investment Area (LWIA) as provided for in Section 116 of Title I of the WIA for the geographical area covered by this Agreement.

7. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIA, it being the intent, hereof, that all funding of the WIA shall be accomplished entirely by grants pursuant to the WIA and any other available State or Federal grants.

8. Termination/Duration of Agreement

This Agreement becomes effective upon the execution by all parties and shall have the duration equal to the period that the RWDB designation remains in effect for the geographical area covered by this Agreement. Any party to this Agreement may withdraw from, thereby terminating this Agreement by passing a resolution to such effect and giving thirty (30) day written notice to all parties.

9. Effective Date

This Agreement and any amendments hereto shall be effective between and among each county adopting this Agreement and any amendments hereto upon filing this Agreement and any amendments thereto with the Clerk of the Circuit Court in their respective county.

10. Amendment(s)

It is agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

11. Notice

Whenever a party desires to give notice unto the other, notice must be given in writing sent by registered United States mail with Return Receipt Requested, addressed to the party for whom it is intended and the place last specified for giving such notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place or giving notice, to wit:

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT**

Gadsden County:
Chairman, Gadsden County Commission
County Manager/Administrator
Post Office Box 1799
Quincy, Florida 32353

Leon County:
Chairman, Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Wakulla County:
Chairman, Wakulla County Board of County Commissioners
Post Office Box 1263
Crawfordville, Florida 32326

WORKFORCE *plus*
Chairman
325 John Knox Road, Building B100
Tallahassee, Florida 32303

12. Performance Subject to Availability of Funds

The performance of Gadsden, Leon, and Wakulla counties of any of their obligations under this Agreement shall be subject to and contingent upon the availability of funds.

13. Survivability

If one section, subsection or part of this Agreement is found to be invalid in its compliance with the enabling Florida Statute, or is contested and successfully challenged in a court of law or other legal forum, then in any said event only that section, subsection or part that has been affected by such proceedings shall be changed or deleted and the remainder of this Agreement shall maintain its full force and effect and shall remain legally binding on all parties hereto.

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

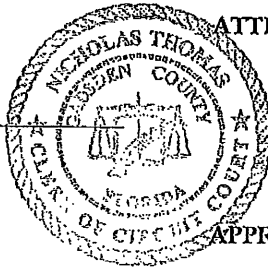
GADSDEN COUNTY

Sherrie Taylor
Chairperson, Sherrie Taylor

APPROVED AS TO FORM:

BY: *Mark S. Morris*
Gadsden County Attorney

10-18-2011
Date of Commission Action



ATTEST: Gadsden County Clerk of the
Circuit Court

BY: *Murrell Strangin*, Deputy Clerk
Gadsden County Clerk of the Circuit Court

LEON COUNTY

Chairman, John E. Dailey

Leon County Attorney

ATTEST: Leon County Clerk of the
Circuit Court

Date of Commission Action

BY: Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Chairman, Mike Stewart

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the
Circuit Court

Date of Commission Action

BY: Wakulla County Clerk of the Circuit Court

**BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a WORKFORCE *plus***

Barbara C. Edwards
Chairperson, Barbara C. Edwards

APPROVED AS TO FORM:

BY: *Lee Harvey*
Secretary, Lee Harvey

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

APPROVED AS TO FORM:

Chairperson, Sherrie Taylor

BY: _____
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the
Circuit Court

Date of Commission Action

BY: _____
Gadsden County Clerk of the Circuit Court

LEON COUNTY

Chairman, John E. Dailey



APPROVED AS TO FORM:

Leon County Attorney

ATTEST: Leon County Clerk of the
Circuit Court

Date of Commission Action

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

Chairman, Mike Stewart

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the
Circuit Court

Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

**BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a WORKFORCE *plus***

APPROVED AS TO FORM:

Chairperson, Barbara C. Edwards

BY: _____
Secretary, Lee Harvey

GADSDEN COUNTY

FLORIDA

CHAMBER OF COMMERCE

208 North Adams Street Quincy, FL 32351

T. 850.627.9231 F. 850.875.3299

www.gadsdenfla.com

October 17, 2013

Commissioner Douglas Croley
Gadsden County Board of Commissioners
PO Box 1799
Quincy, Florida 32353

Dear Chairman Croley:

Based on the requirement that the Gadsden County Chamber of Commerce must submit a nomination for an individual to serve on the WORKFORCE plus Board of Directors, we would ask that you consider the following individual to serve in that capacity:

Anthony Fedd- BASF

We would appreciate your consideration at the next meeting of the Gadsden County Commission.

Sincerely,


David Gardner

Executive Director

RECEIVED

OCT 17 2013

COUNTY ADMINISTRATOR'S
OFFICE

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 23, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: 2013-2014 EMS County Award Grant Funds

Statement of Issue:

This item seeks approval from the Board to apply for the 2013-2014 EMS County Award Grant funds from the Florida Department of Health.

Background:

Gadsden County has been awarded \$12,754.00 in County Award Grant funds. This is a cash grant that requires no match from the County.

Analysis:

These grant funds will be used for EMS equipment including video laryngoscope and portable capnography device, electronic schedule software, ambulance stretcher and portable radios.

Fiscal Impact:

This is a cash grant and does not require a match from the County. Funds must be used to improve and expand Emergency Medical Services. The budget for this grant includes a grant carryover balance of \$4,280.13 from last year.

Options:

1. Approval to apply for 2013-2014 County Award Grant funds and authorization for the Chairperson to sign the application and request for advanced funding.
2. Do not approve.
3. Board direction.

County Administrators Recommendation:

Option 1

Attachments:

1. Notice of Grant Award
2. Department of Health Grant Application
3. Request for Grant Fund Distribution
4. Resolution No. 2013-029

Mission:

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



Rick Scott
Governor

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

Vision: To be the Healthiest State in the Nation

July 16, 2013

RECEIVED

JUL 24 2013

**COUNTY ADMINISTRATOR'S
OFFICE**

Chairperson
Gadsden County Board
of County Commissioners
Post Office Box 920
Quincy, Florida 32353-0920

Dear Chairperson:

We are pleased to announce that you may now request the annual emergency medical services (EMS) county grant funds for the improvement and expansion of your county's pre-hospital EMS. The amount for your county this year is \$12,754.00.

The stipulation for improvement and expansion is mandated by section 401.113 (1), *Florida Statutes* that requires counties to use the funds solely to improve and expand pre-hospital EMS. Therefore, costs are not allowed for replacement, ongoing expenses, and recurring dues or payments of any kind. Your total grant budget must equal the amount cited above; although, you may request changes during the grant period.

We are again using the 2008 edition grant booklet and forms. You can access the PDF form online at <http://www.fl-ems.com/Forms/Forms.html> or contact state grant staff for the forms in Microsoft Word.

To obtain the funds, the county must appropriately complete and send to the state one signed original and one copy of the two-page application, DH Form 1684; Request for Grant Fund Distribution page, DH Form 1767P; and a resolution described in Item #4 of the application form. Send to: Attn. Alan Van Lewen, DOH EMS Program County Grants, 4052 Bald Cypress Way, Mail Bin A22, Tallahassee, FL 32399-1722. The deadline for us to receive completed applications is November 15, 2013.

Thank you for your previous cooperation and support to improve and expand quality EMS. Please contact me, if you have any questions.

Sincerely,

Alan Van Lewen
Health Services and Facilities Consultant
EMS Program Grants Unit

cc: Mr. Tommy Baker, EMS Director

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C1020

1. County Name: Gadsden County
Business Address: Post Office Box 920
Quincy, FL 32353-0920
Telephone: 850-875-8688
Federal Tax ID Number (Nine Digit Number). VF 59-6000616

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.	
Signature:	Date: November 5, 2013
Printed Name: Douglas Croley	
Position Title: Chairperson, Gadsden County Board of County Commissioners	

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to 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: 412 East Jefferson Street	
Quincy, FL 32351	
Telephone: 850-875-8688	Fax Number: 850-875-8687
E-mail Address: TBaker@gadsdencountyfl.gov	

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)
Gadsden County EMS

A. Salaries and Benefits:

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

DH 1684, December 2008

**FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM**

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Gadsden County Board of County Commissioners

Mailing Address: Post Office Box 920

Quincy, FL 32353-0920

Federal Identification number: 59-6000616

Authorized Official: _____
Signature Date

Douglas Croley, Chairperson
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: C00

Approved By : _____
Signature of EMS Grant Officer Date

State Fiscal Year: 2011 - 2012

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>	<u>Category</u>
64-42-10-00-000	05	SF005	750000	059998

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

RESOLUTION No. 2013-029

WHEREAS, Gadsden County has been notified that the monies are available through the Department of Health to be used for the improvement and expansion of Gadsden County's pre-hospital Emergency Medical Services, and shall not supplant the existing county EMS budget allocations; and

WHEREAS, Gadsden County's Emergency Medical Services is in need of a video laryngoscope, capnography device, schedule software, ambulance stretcher, and UHF portable radios; and

WHEREAS, The Board of County Commissioners' budget does not have sufficient funds for these projects.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA that the Chairperson of the Board of County Commissioners shall be authorized to apply for said money, on behalf of Gadsden County. When received, said money shall be used solely to improve and expand Gadsden County's pre-hospital EMS, and shall not be used to supplant the EMS budget.

Passed this 5th day of November A.D., 2013

**BOARD OF COUNTY COMMISSIONS
GADSDEN COUNTY, FLORIDA**

CHAIRPERSON

Attest:

CLERK

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013
Date Submitted: October 23, 2013
To: Honorable Chairman and Members of the Board
From: Robert Presnell, County Administrator
Tommy Baker, EMS Director
Subject: Approval of Medical Director Contract

Statement of Issue:

This agenda item presents the renewal of the Medical Director Service Agreement for Board approval.

Background:

Gadsden County Emergency Medical Services is an Advanced Life Support provider and as such is required by FS 401 and FAC 64E2 to have a Florida licensed Medical Director to approve protocols, authorize advanced life support procedures, monitor performance of Paramedics and provide training and direct observation skills and procedures.

Analysis:

Dr. Jose Santana has served as the EMS Medical Director since November 2010 and meets the requirements of the Department of Health to provide training and medical direction to EMS.

Fiscal Impact:

The fee under this renewed Professional Services Agreement is \$22,000.00, payable in bi-weekly installments in conjunction with the regular County payroll. This expense is a budgeted line item in the EMS Operations budget.

Options:

1. Approve the renewal of the three year Medical Director Service Agreement with Dr. Jose Santana, M.D.
2. Do not approve.
3. Board direction.

County Administrators Recommendation:

Option 1

Attachment:

Medical Director Service Agreement (two (2) executed originals required)

MEDICAL DIRECTOR SERVICE AGREEMENT
GADSDEN COUNTY
EMERGENCY MEDICAL SERVICES PROGRAM

AGREEMENT made this 5th day of November, 2013, between Jose Santana, (Medical Director), and Gadsden County, Florida (County).

WHEREAS, Medical Director and the County desire to enter into a Medical Direction Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties to this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Services Medical Direction Services in Gadsden County.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. AGREEMENT

This Agreement constitutes the entire Medical Direction Service Agreement between the Parties with respect to the provision of Medical Direction services, shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement shall govern exclusively the obligations of the Parties.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS

"Advanced Life Support" or "ALS" means treatment of life-threatening or non-life-threatening trauma and medical conditions through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to Section 401.23(1) Florida Statutes.

"Advanced Life Support Service" means any emergency medical transport or non-transport service which uses advanced life support techniques.

"Ambulance Services" means the emergency, non-emergency, inter-facility, critical care, and other Specialized Rescue and other specialized transport services offered by Gadsden County.

"Ambulance" means any vehicle permitted by the Department, approved by the EMS Program Director which is equipped to provide Advanced Life Support services and used for the transportation of Patients.

"Ambulance Driver" means any person who meets the requirements of Section 401.281, Florida Statutes and related administrative rules.

"Basic Life Support" or "BLS" means treatment of life-threatening and non-life-threatening trauma and medical conditions by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, administration of a subcutaneous injection, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the State of Florida Department of Health, Bureau of Emergency Medical Services.

"Board" means the Gadsden County Board of County Commissioners.

"Caller" means a person accessing the EMS system by telephone.

"Continuing Medical Education" or "CME" means the required Continuing Medical Education for the continuing and remedial education and training of all EMS Personnel.

"County" means Gadsden County, Florida, a political subdivision of the State of Florida.

"County Administrator" means the County Administrator for the County.

"Department" means the State of Florida Department of Health, Bureau of Emergency Medical Services.

"EMS Director" means the Director of the Gadsden County Emergency Medical System.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS Program.

"Emergency Medical Dispatcher" or "EMD" means a paramedic who is specially trained and certified to provide pre-arrival instructions and priority dispatch in accordance with the Priority Dispatch Protocols.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support who is certified by the Department to perform such services in emergency and non-emergency situations.

"EMS" or "Gadsden County EMS" means the Gadsden County Emergency Medical and Transport Services.

"EMS Emergency" means any occurrence or threat thereof, in the County or any municipality therein, or in any surrounding County or Counties which may result in unexpected increased demand for EMS services and is designated as such by the County Administrator.

"EMS Personnel" means the Physicians, Paramedics, Registered Nurses, Emergency Medical Technicians, Emergency Medical Dispatchers and Transport drivers employed by Gadsden County.

"EMS Program" means the network of organizations and individuals established to provide emergency medical services to citizens of the County and include: all ALS and Critical Care Ambulance Services, all ALS and BLS First Response Services, EMS Communications Center operations, Medical Direction Services, citizen CPR training and public education. The EMS Program does not include the County's Fire Department and its personnel.

"First Responder Services" means the rapid response of EMS Personnel to medical and traumatic emergencies to provide patient assessment and ALS or BLS patient care, as necessary, at the scene of an emergency and Specialized Rescue services.

"First Responders" means any municipality, fire districts, entities or any future entities under contract with the EMS Program and located within Gadsden County that possesses (1) a valid Certificate of Public Convenience and Necessity, and (2) a valid agreement with the County to provide ALS or BLS First Responder Services.

"Fiscal Year" means the period commencing October 1 in any given year and ending September 30 of the following consecutive year.

"Medical Direction" or "Medical Direction Services" means the (1) clinical oversight and leadership, protocol and policy development (offline and online medical control), policy effectiveness research, (2) making of recommendations for medical supply and equipment standards, (3) Quality Assurance and Quality Improvement services including the investigation of complaints, (4) the certification, re-certification including "charge" testing of EMS personnel, (5) the identification of training deficits in the EMS System and the approval of all CME training materials and curriculum, (6) periodic field observation of EMS Personnel rendering patient care, (7) participating in medical research and clinical trials of new treatments or equipment as appropriate.

"Medical Director" means the physician who (1) is a duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in

emergency medicine, and (4) has a valid agreement with Gadsden County, to serve as the clinical leader of the EMS Program.

"Mental Health Inter-facility Transport Services" means the inter-facility transportation of mental health clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

"Paramedic" means a person who certified by the Department to perform Basic and Advanced Life Support procedure, pursuant to the provisions of Section 401.23 (17), Florida Statutes.

"Party" or "Parties" means either the County or Medical Director, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

"Performance Requirements" means the requirements of this Agreement intended to ensure; (1) clinical and operational performance is consistent with approved medical standards and protocols; (2) Medical Director is diligent in its effort to detect and correct performance deficiencies; and (3) Medical Director assist the County in upgrading the performance and reliability of the EMS Program; and (4) Medical Director meets all the requirements of providing Medical Direction Services.

"Priority Dispatch Protocols" means the interrogation protocols and pre-arrival instructions, as set forth in the "Advanced Medical Priority Dispatch System" (AMPDS) guidelines developed by the National Academy of Emergency Medical Dispatch (NAEMD), or any successor method approved by the County Administrator and the Medical Director.

"Protocols" means protocols, procedures and standards to be followed by all EMS personnel including, but not limited to, clinical treatment protocols; standing orders; multiple casualty incident and disaster protocols; transport protocols including hospital destination, hospital bypass and first Responder transports; trauma transport protocols and use of helicopter ambulances; protocols for the transfer of patient care and professional interaction between EMS personnel; on-scene medical authority; standard for allowed clinical procedures; policies and protocols to govern Specialized Rescue teams and situations, standards for patient care reporting and record keeping; standards for Baker Act transport services and wheelchair vehicle service.

"Quality Assurance Review" means an audit, inquiry or review, by the Medical Director into procedures and practices of EMS Personnel. The review may be conducted on an individual EMS incident basis or on an overall EMS Program performance or compliance basis.

"Registered Nurse" means a person licensed to practice professional nursing pursuant to the provisions of Chapter 464, Florida Statutes and any successor statute.

"Response Vehicle(s)" means the emergency response vehicle(s) owned, insured, equipped and operated by Gadsden County for the purpose of responding to emergencies to render assistance and to observe the operation of the EMS System.

"Specialized Rescue" means the hazardous materials response team(s), tactical (SWAT) EMS teams, and technical rescue teams provided by Gadsden County to mitigate emergency situations and effect the rescue of Patients.

"State of Emergency" means a Disaster which has been declared by proclamation of a State, County, or a municipality in the County.

"State" means the State of Florida.

"Wheelchair Transport" means the services and vehicles for the transport of wheelchair bound clients within the County.

SECTION 202. TERMS GENERALLY

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

ARTICLE III REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF COUNTY

The County represents to Medical Director that each of the following statements is true and correct:

(a) Existing. The County is a political subdivision of the State of Florida and has all requisite power and authority to carry on its business as now conducted, and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been duly executed and delivered by the County and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the County.

(c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of the County enforceable against the County in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) Financial Capability. The County is fully capable, financially and otherwise, to perform its obligations hereunder.

(e) No Litigation. There are no pending, or to the knowledge of County, threatened actions or proceedings before any court or administrative agency to which County is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF MEDICAL DIRECTOR

Medical Director represents and warrants to the County that each of the following statements is presently true and correct:

(a) Due Authorization. This Agreement has been duly authorized by all necessary actions on the part of, and has been duly executed and delivered by, Medical Director, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Authority; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Medical Director; or (iii) the corporate charter or bylaws of Medical Director or any other agreement or instrument in existence on the date of this Agreement to which Medical Director is a party.

(b) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Medical Director enforceable against Medical Director in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(c) No Litigation. There are no pending, or to the knowledge of Medical Director, threatened actions or proceedings before any court or administrative agency to which Medical Director is a party, questioning the validity of this Agreement or of any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(d) Financial Capability. Medical Director is fully capable, financially and otherwise, to perform his obligations hereunder.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF MEDICAL DIRECTOR

SECTION 401. MEDICAL DIRECTOR

(a) Medical Director shall provide clinical leadership to the EMS Program and serve as its sole Medical Director. The parties acknowledge that the position of Medical Director is a part time position. It is expected that Medical Director will continue his primary employment as an emergency department physician and nothing herein is intended to interfere with Medical Director's usual and customary duties as an emergency department physician. Medical Director shall also be entitled to reasonable time to attend continuing education programs, professional enrichment and for vacation. Should the Medical Director intend to voluntarily resign the position, he/she shall continue to serve as the Medical Director until the earlier of the date a replacement physician is approved by the County or until 120 days following the date on which Medical Director provides a written resignation. Medical Director shall be deemed to be a part-time employee of County during the period in which he is performing his duties hereunder. The express purpose of having Medical Director serve as a part-time employee of County is so that the protections of sovereign immunity will apply to his activities performed pursuant to this Agreement.

(b) Qualifications of the Medical Director. Medical Director shall:

- 1) Be a duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
- 2) Be experienced in adult and pediatric pre-hospital care and is board certified in emergency medicine by the American Board of Emergency Medicine; and
- 3) Meet the requirements of the Department through applicable Florida Statutes and Administrative Code. This includes, without limitation, Section 401.265, Florida Statutes and Florida Administrative Code Rule 64J-1.004.

(c) Duties and Responsibilities of the Medical Director. Medical Director shall:

- 1) Assume Medical Direction for the clinical activities performed by all EMS Personnel performing within the EMS Program according to Medical protocols.
- 2) Discharge all duties identified in Florida Statutes, Florida Administrative Code and in any EMS rules, regulations, standards or protocols as may exist from time to time. Without limitation, the duties and responsibilities for EMS medical directors set forth in Florida Administrative Code Rule 64J-1.004, as may be amended from time to time, are incorporated by reference.
- 3) Be an active participant in a statewide physician group involved in pre-hospital care.
- 4) Be an active participant in the EMS physicians' group organization that promotes high performance EMS Programs.

(d) Nothing contained in this Agreement is intended to impose any duty or responsibility on Medical Director to provide any patient care services at any time, including periods when Medical Director is on the scene providing direct field observation of EMS Personnel in the performance of their duties.

SECTION 402. MEDICAL OPERATIONS PROTOCOL

(a) Comprehensive Review. Medical Director shall develop and conduct an on-going and comprehensive review of all written Protocols, rules, regulations and standards as may be necessary to ensure reliable service delivery in the EMS Program and appropriate patient care. In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the EMS Advisory Council and interested physicians, EMS Personnel, and the County.

(b) Criteria for Implementing Changes. Medical Director shall ensure that the following criteria are met prior to activating a new protocol or procedure within the EMS Program:

- 1) Protocol has been thoroughly researched and supported by medical literature, field evaluation where applicable, and the analysis of available EMS Program data;
- 2) Such research and data is fully documented;
- 3) Protocol has been reviewed by the EMS Director;
- 4) All Protocols that relate to the Protocol being amended are evaluated to ensure consistency and accuracy;
- 5) All supporting Protocols such as medication formulary, procedures and related Protocols are updated simultaneously;
- 6) Protocols, supporting documents, implementation instructions are distributed to the EMS Director prior to training or implementation;
- 7) Training has been completed if necessary, prior to implementation, and
- 8) All criteria are met prior to requesting the purchase of medical supplies, equipment or medications.

(c) On-Going Review and Publication of Addendums to Protocols. Upon review and approval of any Addendum by the Medical Director, the Protocols shall be updated in the form of an "Addendums to Protocols" as a current on-going document to be part of the Gadsden County EMS Protocols. The Gadsden County EMS Medical Protocols and each year shall include the effective date.

(d) Final authority for implementing all medical Protocols shall rest with the Medical Director.

(e) Printing and Distribution. Gadsden County EMS shall distribute an electronic copy of the Medical Protocols with approved Addendums to each Certified Paramedic employed by Gadsden County EMS, every Ambulance, and multiple copies for archival purposes. Gadsden County EMS shall make an electronic version available to each Paramedic and/or EMT that becomes affiliated with the EMS Program during the year. Gadsden County shall obtain and retain a written confirmation of receipt from Certified Paramedics for each annual set of Medical Protocols issued. Such written confirmation of receipt shall state clearly that Certified Paramedics are individually accountable and obligated to follow all rules, regulations and protocols of the EMS Program.

(f) Costs. Without limitation as to other Sections of this Agreement, all costs incurred by Medical Director in the implementation of this Section 402 shall be paid by County.

SECTION 403. CONTINUING MEDICAL EDUCATION

(a) Medical Director shall be responsible for ensuring the quality of the CME training provided to the EMS Program by:

1. Reviewing and approving all curriculum and courses for the CME training program prior to EMS Personnel being trained;
2. Recruiting subject matter experts or curriculum consultants to the core and remedial CME programs;
3. Assist in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program;
4. Evaluate the educational effectiveness of instruction, courses and programs in consultation with the CME provider;
5. Shall provide at least two (2) hours of CME class training per month for CME credits. Classes may be taped at Medical Director's discretion and used for training for personnel not in attendance at scheduled classes.
6. Medical Director shall monitor and audit two CME class sessions per year.

(b) County shall pay for Medical Director to attend one (1) course annually relating to emergency medical services. Medical Director shall consult with the EMS Director and the County Administrator in selecting such courses. County Administrator shall have final authority to approve attendance.

(c) Without limitation as to other Sections of this Agreement, all costs incurred by Medical Director in the implementation of this Section 403 shall be paid by County.

SECTION 404. QUALITY MANAGEMENT

Medical Director shall apply recognized quality management principles in his efforts to continuously improve Medical Direction Services. Medical Director and the County shall endeavor to apply recognized quality management principles in their collaborative efforts to

improve the EMS Program. Medical Director shall meet at least once annually with the County Administrator to report on quality management activities.

SECTION 405. QUALITY ASSURANCE AND IMPROVEMENT

(a) Quality Assurance Review. Medical Director shall establish procedures for routine auditing of EMS Program performance and adherence to Protocols on individual EMS incidents and overall EMS Program compliance. The purpose and tone of the Quality Assurance Review process shall be positive and educational. Medical Director may, at any time and without limitation, conduct a Quality Assurance Review investigation or audit to ensure that EMS Personnel comply with the Protocols and Rules and regulations. Medical Director shall take actions necessary, in accordance with Section 409 of this agreement to ensure that EMS Personnel conduct themselves professionally, have appropriate clinical assessment and treatment skills, appropriate clinical and operational decision-making skills, and adhere to protocols, rules and regulations. Medical Director may require remedial training and/or preceptorship of EMS Personnel. Such remedial training may be conducted by the Medical Director. The method and extent of the investigation employed during any given Quality Assurance Review shall be determined by the Medical Director in consultation with the EMS Director.

Any individual or agency may request a Quality Assurance Review of any EMS incident in which they were involved, including;

1. the general public;
2. the Patient, Patient's legal guardian, health care surrogate or power of attorney;
3. the Patient's personal physician;
4. hospital or health care facility personnel;
5. the Ambulance-First Response agency; and
6. any individual EMS Personnel.

The Medical Director may also conduct special audits in response to observations or customer feedback given to the County, Medical Director, or EMS Director.

(b) Emergency Medical Review Committee. Medical Director shall establish an emergency medical review committee or committees in accordance with the provisions of Section 401.265, F.S. Medical Director may assemble such committee(s) on an ad hoc basis to serve in the capacity of a peer review board.

(c) Registries. Medical Director shall oversee the collection, maintenance and accuracy of data collected, retrieved and stored by Gadsden County EMS on EMS incidents. Medical Director shall regularly share and report all such data to EMS Personnel to continuously improve the EMS Program in accordance with this Section.

SECTION 406. MEDICAL EQUIPMENT AND SUPPLIES

(a) Comprehensive Review. Medical Director shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to

ensure reliable service delivery in the EMS System and excellence in patient care. In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the EMS Advisory Council, interested physicians, EMS Personnel, and the County. Medical Director shall complete his comprehensive review of all EMS Program medical supplies and equipment and present the proposed changes to the County Administrator and EMS Director in accordance with the budget cycle schedule of County. County shall provide all EMS medical equipment, medications and medical supplies and all systems and personnel necessary for ordering, storing, distributing, tracking and replacing such items.

(b) Criteria for Implementing Changes. Medical Director shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS Program:

- 1) Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available EMS Program data;
- 2) Such research and data is fully documented;
- 3) All Protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy;
- 4) Training has been completed, if necessary, prior to implementation;
- 5) Appropriate budget approval has been obtained for such changes.

(c) Inventory Control. Medical Director shall develop and assist County in the County's implementation and maintenance of inventory control standards including the minimum and maximum numbers of EMS medical equipment, medications and medical supplies to be stocked on Ambulances, ALS and BLS First Response Units (both transport and non-transport capable) and Specialized Rescue Units. Further, Medical Director shall establish such standards for Ambulance Stations and ALS and BLS First Response stations. Medical Director shall establish a listing of mandatory equipment, medications and medical supplies that must be on board an Ambulance or ALS First Response unit for it to respond to EMS incidents. County shall provide all EMS medical equipment, medications and medical supplies for all such units and all systems and personnel necessary for ordering, storing, distributing, tracking and replacing such items.

(d) Final authority with regard to decisions relating to medical equipment and supplies shall rest with the County,

SECTION 407. CERTIFICATION OF EMS PERSONNEL

Certification Process. Medical Director shall assist County in validating that all EMS Personnel meet the initial requirements and continuously comply with the established standards as required by Section 401.27 Florida Statutes and related administrative rules. Medical Director shall have oversight and authorization responsibility for all annual medical review evaluations of Ambulance-First response paramedic personnel.

SECTION 408. PERSONNEL

The Parties understand that the EMS Program requires professional and courteous conduct at all times.

SECTION 409. DISASTER ASSISTANCE AND PLANNING

Immediately upon notification by the County of a Disaster, State of Emergency or EMS Emergency, County shall commit all resources as are available, necessary and appropriate, given the nature of the disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or EMS Emergency has occurred. Medical Director will actively cooperate in planning, updating, and following the Gadsden County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill critiques and participating when available in meetings of emergency management officials, and for emergency management drills and activation of Emergency Operations Center. While Medical Director will assist County during a Disaster, State of Emergency or EMS Emergency, the parties recognize that Medical Director's primary responsibility during such events remains as an emergency room physician where he can provide direct patient care.

SECTION 410. ETHICS AND COMPLIANCE

Medical Director shall at all times conduct his business and perform his responsibilities under this Agreement in accordance with ethical business practices. Medical Director shall provide services hereunder in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Medical Director further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding the determination of medical necessity. Medical Director shall assist the EMS Program in maintaining ambulance billing compliance programs implemented by the EMS Program.

SECTION 411. ACCESS TO RECORDS

Medical Director shall, in accordance with 42 U.S.C. s.1395x(v)(1)(l) and 42 C.F.R. Part 420, Subpart D s.420.300 et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Medical Director's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. In accordance with such laws and regulation, if Medicare reimbursable services provided by Medical Director under this Agreement are carried out by means of a subcontract with an organization related to Medical Director, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve-month period, the subcontract between Medical Director and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

ARTICLE V DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. COMMUNICATIONS INFRASTRUCTURE

Except as otherwise provided herein, the County shall furnish, own and maintain, at no cost to Medical Director such communications equipment as Medical Director and County agree as necessary and appropriate to the performance of the position of Medical Director. Initial installation of all such equipment and maintenance throughout the life of this Agreement shall be the responsibility of the County.

SECTION 502. PROPERTY, PLANT AND EQUIPMENT

It is the sole responsibility of County to provide all property, plant and equipment necessary for the operation of the Gadsden County EMS. County shall be responsible for appropriate and timely maintenance of all such property, plant and equipment in a manner that assures adequate and appropriate access to EMS services.

SECTION 503. MEDICATIONS AND SUPPLIES

As noted above, County shall provide all EMS medications and medical supplies and all systems and personnel necessary for ordering, storing, distributing, tracking and replacing such items.

SECTION 504. PERSONNEL

All personnel necessary to operate the Gadsden County EMS shall be employed by or under contract to County. County shall be responsible for all salaries, wages, and benefits for all such personnel. To the extent necessary and in the manner contemplated herein, County shall pay for all costs associated with such personnel including all training and education. County shall at all times maintain a full-time EMS Director to oversee day-to-day operation of the Gadsden County EMS and such support staff as reasonably necessary to efficiently and effectively operate Gadsden County EMS.

SECTION 505. OTHER SUPPORT SERVICES

County shall provide all appropriate support services necessary for the operation of Gadsden County EMS and the duties of Medical Director, including, without limitation, legal, accounting, information technology (hardware, software and personnel), risk management, quality assurance services, records retention and public information.

SECTION 506. COMPLIANCE WITH LAWS

County, with the assistance of Medical Director, shall operate the Gadsden County EMS in a manner that is consistent with all applicable federal, state and local laws and the protocols, rules and regulations of EMS.

SECTION 507. COSTS

Except as otherwise expressly stated herein, it is the intent of the parties that all costs associated with the Medical Direction Services shall be paid by County and not Medical Director. When Medical Director incurs costs associated with Medical Direction Services, such costs shall be reimbursed to Medical Director upon presentation of appropriate documentation thereof. Before incurring such costs, absent an emergency situation, shall be approved in advance by the EMS Director or County Administrator.

ARTICLE VI INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

County shall pay for and maintain worker's compensation and liability insurance for Medical Director in the manner provided other similarly situated persons working for County. Notwithstanding the foregoing, it is still the intent of this Agreement to establish a relationship between County and Medical Director that confers sovereign immunity on Medical Director for the services performed in accordance with this Agreement.

SECTION 602. INDEMNIFICATION

Medical Director covenants and agrees that he will indemnify and hold harmless the EMS Program and the County and all of their officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any intentional or grossly negligent, action or omission by Medical Director, during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject.

County agrees that, to the fullest extent allowed by law, it will indemnify and hold harmless Medical Director, from any claim, loss, damage, cost, charge or expense, brought or recovered against him, including associated legal fees and costs, by reason of any act, action, neglect or omission by County, the Gadsden County EMS or any of its personnel, during the performance of this Agreement.

ARTICLE VII COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION

County shall pay Medical Director, for the provision of Medical Direction services, the annual amount of \$22,000.00. Payments shall be made biweekly in arrears in approximately equal payments. Medical Director shall file a report of activities monthly to the EMS Director. The parties hereby acknowledge that the duties of Medical Director will not require enough hours to make Medical Director eligible for benefits from County beyond the compensation stated herein.

Should Medical Director become eligible for benefits, Medical Director hereby waives his right to receive them. The sole compensation for services by Medical Director is the amount stated herein.

SECTION 702. AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives may inspect Medical Director's operations for quality assurance purposes. Medical Director shall make available to the County for its examination his written records with respect to all matters covered by this Agreement. Medical Director shall provide the County with direct access to his Quality Assurance and Quality Improvement data and database systems in the format requested by the County, at no additional cost to the County, to the extent Medical Director maintains such data separate from the County. Databases and reports shall be in a mutually-agreeable format. The County's right to observe and inspect operations or records in Medical Director's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Medical Director in advance of any such visit. Medical Director shall retain all records pertaining to this Agreement for a period of at least five (5) years after final payment is made.

SECTION 703. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify Medical Director of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

ARTICLE VIII TERM AND TERMINATION

SECTION 801. TERM

This Agreement shall be for three (3) years, commencing November 16, 2013 and end at midnight on the 15th day of November, 2016. This Agreement may be renewed after the initial term upon mutual consent of both parties hereto and upon such terms and conditions as may be negotiated. Each party shall provide at least ninety (90) days notice to the other of its intent to renew.

SECTION 802. TERMINATION

(a) Termination for Cause. This Agreement may be terminated by either party for cause if at any time the other party fails to fulfill or abide by any of the terms or conditions of this Agreement. "Cause" shall include, but not be limited to, substantial breach of any covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of covenant or warranty, the nondefaulting party shall provide written notice of such breach and the defaulting party shall have the opportunity to cure such breach within five (5) calendar days of receipt of such notice.

(b) Termination Without Cause. This Agreement may be terminated at will at the option of the County upon sixty (60) days written notice and by the Medical Director upon one hundred and twenty (120) days written notice. In the event of such notice by the County, the Medical Director shall be entitled to all compensation earned to the date of termination.

ARTICLE IX MISCELLANEOUS

SECTION 901. ASSIGNMENT

Medical Director shall not assign any portion of this Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, at the option of the County, shall not convey any rights to the assignee.

SECTION 903. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County;
County Administrator
Board of County Commissioners of Gadsden County, Florida
P.O. Box 1799
Quincy, Florida 32351

If to Medical Director:
Jose Santana, M.D.
3206 Salisbury
Tallahassee, Florida 32311

SECTION 904. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 905. OTHER DOCUMENTS

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement. Without limitation, the parties agree to enter into such agreements as may be required to comply with the privacy requirements of the Health Insurance Portability and Accountability Act of 1996.

SECTION 906. APPLICABLE LAW

The law of the State shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 907. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 908. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 909. RELATIONSHIP

The Gadsden County EMS medical director shall provide professional medical care for all emergency-response patients in Gadsden County. The Medical Director shall assist in and share the responsibility for the establishment of high standards of medical care, be accountable to County for the administration of such standards of medical care, and assist County in the general management and supervision of operations and the training of EMS medical personnel.

The parties do hereby agree to affiliate and cooperate for their mutual benefit in the operation of the Gadsden County EMS program in order to accomplish the following purposes: (1) the provision of single high quality standard of health and medical services to the public.; and (2) the provisions of EMS services.

It is expressly agreed and acknowledged by the parties that Medical Director is, at all times hereunder, acting and performing as an employee of Gadsden County, in furnishing professional medical services within the scope of the authority conferred by this Agreement. In accordance with Section 76S.2S(9)(a), Florida Statutes, no officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the

scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, such officer, employee, or agent shall be considered an adverse witness in a tort action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. The exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the state or any of its subdivisions or constitutional officers shall be by action against the governmental entity, or the head of such entity in her or his official capacity, or the constitutional officer of which the officer, employee, or agent is an employee, unless such act or omission was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The state or its subdivisions shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of her or his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

SECTION 910. HEADINGS

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

MEDICAL DIRECTOR

DATE:_____

GADSDEN COUNTY FLORIDA

BY:_____

CHAIRPERSON

DATE:_____

Gadsden County Board of County Commission Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 16, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Allara Mills Gutcher, Planning and Community Development
Director

Subject: Continuance of the October 15, 2013 Public Hearing (Quasi-Judicial) – Florida Telecom Services, LLC 220' Self Supporting Lattice Tower Preliminary Site Plan (SP-2013-05) with deviations, 39 Schwall Road, Tax Parcel ID #2-11-3N-2W-0000-00340-0000.

Statement of Issue:

John L. Ruth, Managing Member of Florida Telecom Services as agent, is requesting Preliminary Site Plan approval with four (4) deviations to allow a 220-foot Self Supporting Lattice Tower to be located within a 70-foot by 50-foot leased area enclosed by a 6-foot fence and evergreen landscaping. The site is located on the northwest corner of the Peavy and Sons Construction site located at 39 Schwall Road (Parcel Tax ID # 2-11-3N-2W-0000-00340-0000). Deviations from Subsections 5805(A).1, 5805(A).2, 5805(B).1, and 5806(A).3 are required for approval of this application.

This action is a Class II, Type II site plan review and is a quasi-judicial action per Subsection 7202 of the Gadsden County Land Development Code (LDC). The public notice requirements of Subsection 7501 of the LDC have been met: An advertisement has been posted in the three (3) local papers; a public hearing notice has been mailed to all property owners within 1000-feet of the property; and, a sign has been posted. A Citizen's Bill of Rights meeting was held (*Attachment #1*).

Background:

There are 46 existing telecommunication towers in Gadsden County. The nearest tower to the proposed Florida Telecom site is more than three (3) miles away, and the northeast area of the county lacks coverage. Towers typically only cover a radius of a 0.5 mile. Service provided by the host carrier, AT&T, will include data plans such as video card, phone and texting services.

Requested Deviations from the Gadsden County Land Development Code (LDC):

The applicant is requesting a total of four (4) deviations from the Land Development Code (LDC) as follows:

*Florida Telecom Services
Preliminary Site Plan with Deviations (LDR 2013-05)*

1. *Subsection 5805(A).1 requires that publicly owned lands be considered for tower development before privately owned lands are developed upon.* The nearest county owned parcel is 1.69 miles away and is located on McNair Road on parcel# 2-13-3N-2W-1533-00000-0001. In a letter dated July 12, 2013 from the agent's RF Engineer to the Gadsden County Planning Director, the applicant states that the nearest county owned parcel is not located within a radius identified to satisfy needed coverage gaps for the northeast area of the county (*Attachments #5, #6, #7, and #10*)
2. *Subsection 5805(A).2 requires that existing towers be considered before towers are developed on new sites.* The applicant also states in the letter referred to above that the nearest existing privately owned tower is more than two (2) miles away and will not satisfy needed coverage gaps in the area (*Attachments #5, #6, #8, and #10*).
3. *Subsection 5805(B).1 states that proposed tower sites within 0.5 miles of a Rural Residential District is not permitted.* The applicant is requesting a deviation from this requirement because the proposed site satisfies its RF Engineer's coverage gap criteria for the area. The nearest Rural Residential District is 585 feet from the subject leased property, and the nearest resident within a Rural Residential District is 1,950' feet away (*Attachments #9 and #10*).
4. *Subsection 5806(A).3 requires that towers that are lit at night with red lights shall be at least 7 x's the height of the tower from property lines of parcels of land in which a residence is located.* Florida Telecom is proposing a north property line setback of 2.5x's the height of the tower or 550' feet. The nearest residential structure is 1,950' feet away, and the Federal Aviation Administration (FAA) and Federal Communication Commission (FCC) require towers that are over 200' feet be lit at night with red lights. Residents of the nearest residence, located at 219 Schwall Road, submitted a letter of support in favor of the tower installation (*Attachment #12*).

Criteria for Approval of Deviations from Standards within Tower Code:

Pursuant to Subsection 5811 (H) of the LDC, a deviation from the tower siting requirements may be granted only upon a finding of the Board that the following criteria are met:

1. *"The deviation will not be detrimental to the public good or the surrounding properties.*
2. *The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.*
3. *The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.*
4. *The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed properties or parcels designated as Rural Residential on the land use map.*

5. *The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed building or structures and similar factors."*

Citizen's Bill of Rights Meeting:

A Citizen's Bill of Rights (CBR) Meeting was held on July 8, 2013 on the site of the proposed tower (*Attachment #2*). There were four (4) residents present. Managing Member of Florida Telecom, John Ruth, opened the meeting. Gadsden County resident Amy McBride had questions about the health effects of towers on people. Mr. Ruth explained that the tower is just a structure that supports the antennas at the top of the structure which transmits signals. He also explained that it is the FCC that regulates RF emissions from cell towers and that rules require him to defer to health information to the FCC website. The FCC website contains the following brief statement:

"Facilities under the jurisdiction of the FCC having a high potential for creating significant RF exposure to humans, such as radio and television broadcast stations, satellite-to-earth stations, experimental radio stations and certain cellular, PCS and paging facilities are required to undergo routine evaluation for compliance whenever an application is submitted for construction or modification of a transmitting facility or renewal of a license" (Attachment #11).

Gadsden County resident Jeanette Peavy asked if there is any noise associated with cell towers. Mr. Ruth explained there is not. Mr. Ruth further explained that if the tower were to fall that it would collapse within itself, and has a fall radius of 50 percent of its height. Thus, there were no residential structures in the Rural Residential District in danger of being fallen upon. He stated that there would only be a white light on during the day and red non-strobing light on at night. Thus, the proposed distance of 1,950' feet from the nearest residence would not pose a potential nuisance or danger for surrounding residents. As mentioned above the residents of 219 Schwall Road (the nearest residents to the site) and owners of 39 Schwall Road have submitted a letter in support of the tower (*Attachment #12*).

Analysis:

The site is of a twenty (20) acre tract of land owned by Peavy and Son Construction where an office building and storage lot with heavy industrial supplies, tractors, and 4-axle vehicles are stored. The proposed 3,500' square foot leased area is surrounded on four sides by mostly vacant, unoccupied land owned by Peavy and Son Construction with the exception of the storage lot with heavy equipment to the north. A 20-foot access easement is proposed from Schwall Road through the Peavy site leading to the leased area. Also, the proposed tower would be set back 701' feet from US-27 (FL-GA Hwy) and 565' feet from Schwall Road. Thus, an additional curb cut is not required, and the main road will not be impacted by the new development.

The subject property is designated "Industrial" on the county's land use map. The nearest resident in a Rural Residential District to the north is approximately 1,950 feet from the proposed leased tower area, and approximately 1,110' feet to the nearest residence to the east within the AG District. The proposed tower is 220' feet in height. Thus, no residential structures are in jeopardy of being damaged in the event of the tower toppling over. The tower will also be fenced and landscaped with evergreen landscaping (*Attachments #3 and #4*). The County Engineer has approved a fifty-seven (57) stone driveway. Review comments from the Environmental Compliance Officer have been incorporated into the proposed conditions of approval.

Planning Commission Recommendation/Findings:

The Gadsden County Planning Commission reviewed the request on August 15, 2013. After much discussion the Planning Commission voted to RECOMMEND APPROVAL of SP-2013-05 by a vote (6-4) with the following conditions. Concerns discussed are outlined in the attached minutes and include the number and nature of variances, the distance to the nearest residence, and health concerns (*Attachment #13*). As a result information from the FCC website (*Attachment #11*) and the American Cancer Society (*#14*) regarding radio frequency and health concerns is provided. The recommended conditions of approval are listed in Option #1 below.

Options:

1. Recommend approval of the Florida Telecom Services Preliminary Site Plan (SP-2013-05) to allow a 220' foot Self Supporting Lattice Tower on a 3,500 square foot leased site 3,500 located on the Peavy and Son Construction site at 39 Schwall Road (Parcel I.D. #2-11-3N-2W-0000-00340-0000) as permitted by Subsection 5811(H) of the LDC based on findings in this agenda report and with the following conditions:
 - a. Applicant will comply with the conditions of the County Environmental Compliance Review Specialist as follows:
 - i. The word "Evergreen" should be removed from sheet L-1 of the Landscape Plan because the proposed "Red Maple" plant material is not an evergreen plant or change the plant material type.
 - ii. Remove "Note 2" on Sheet L-1 of the Landscape Plan. Grow bags are permitted as an alternative irrigation method in place of an automated underground irrigation system and is more cost effective.
 - iii. Insert close-out requirements on page T-1 of the site plan from Chapter 6, Subsection 6102 (Design Standards), of the Land Development Code under "Scope of Work", "Approvals", or "Construction Notes". Thus, once construction of the required improvements is completed, the applicant shall furnish the County Engineer with "As-Built" plans and profiles which must be prepared by a Licensed Land Surveyor or Engineer.
 - b. Deviations granting a waiver from the requirements of Subsection 5805(A).1; Subsection 5805(A).2, Subsection 5805(B).1; and Subsection 5806(A).3

Florida Telecom Services
Preliminary Site Plan with Deviations (LDR 2013-05)

based on the "Analysis and Findings" contained within this report and criteria consistent with Subsection 5811(H) as follows:

- i. Deviation to waive requirement that towers not be located within 0.5 mile radius of the Rural Residential District.
 - ii. Deviation to waive requirement that towers that are lit at night with red lights be at least 7x's the height of the tower from property lines of parcels of land with a residence.
 - iii. Deviation to waive requirement that towers be located on publicly owned lands.
 - iv. Deviation to waive requirement that towers be located on existing towers in the area.
2. Recommend denial of the request for the Florida Telecom Preliminary Site Plan (SP-2013-05) to allow a 220' foot Self Supporting Lattice Tower on a 3,500 square foot area located at 39 Schwall Road at parcel # 2-11-3N-2W-0000-00340-0000 based on findings of fact provided at the public hearing, by testimony and/or Gadsden County Land Development Code (LDC).
 3. Discretion of the Planning Commission.

Planning Commission & Staff Recommendation:

Option #1

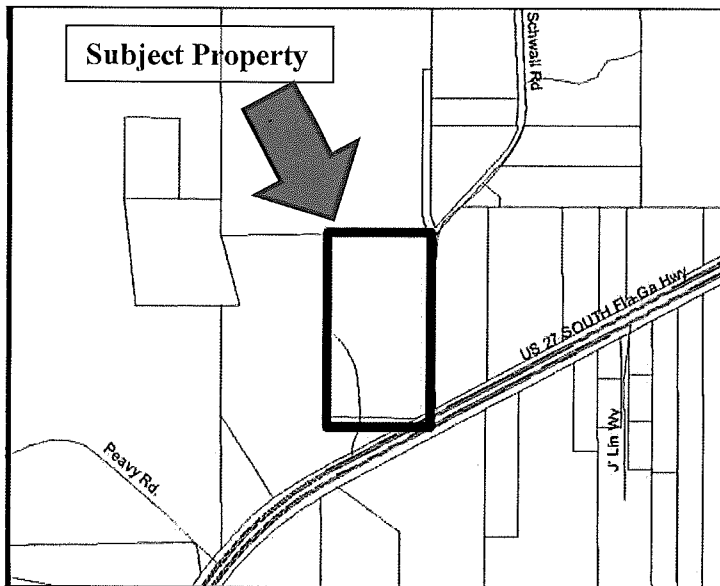
Attachments:

1. Public Hearing Notice w/Location Map and Future Land Use Map
2. Citizen's Bill of Rights Minutes
3. Application
4. Preliminary Conceptual Site Plan
5. Letter from Agent's RF Engineer on Suitability of Site
6. Letter from Agent requesting deviations
7. Gadsden County Owned Lands Map
8. Existing Cell Towers in Gadsden County Map
9. Land Use Map
10. Distance to Proposed Tower Map from Ordinance Required Uses
11. FCC Guidelines
12. Letter of Support from Resident at 219 Schwall Road
13. Planning Commission Minutes, August 15, 2013
14. American Cancer Association Website, Cellular Phone Towers

**Gadsden County Board of
County Commissioners
NOTICE OF INTENT**

NOTICE IS HEREBY GIVEN to all concerned that the **Gadsden County Board of County Commissioners** at their regularly scheduled meeting on Tuesday, **October 15, 2013 at 6:00 p.m.** intends to hear the following item:

Public Hearing (Quasi-Judicial) – Florida Telecom Services, L.L.C. (SP-2013-05) – Preliminary Site Plan Approval for PID# 2-11-3N-2W-0000-00340-0000. A Public Hearing to consider approval of a preliminary site plan to allow a 220-foot Self-supporting Lattice Telecommunication Tower at 39 Schwall Road at the Peavy and Son Construction site within the Industrial Land Use District.

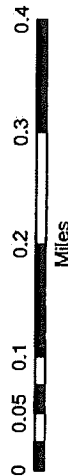
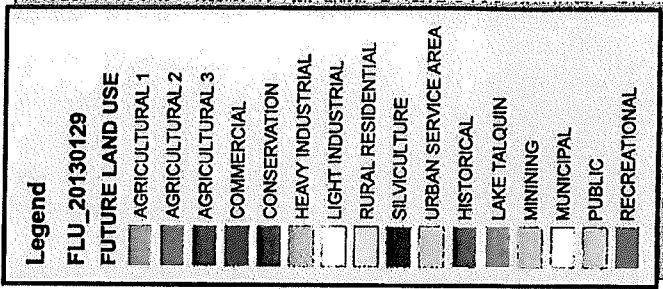


The public hearing will be held in the County Commission chambers located at 7 E. Jefferson Street, Quincy, FL. Persons wishing to review the agenda packet for the above project may review it on the County website at gadsdengov.net, or visit the Planning & Community Development Department at 1B E. Jefferson St., Quincy, FL, or call (850) 875-8663. In accordance with the Americans with Disabilities Acts, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the Planning and Community

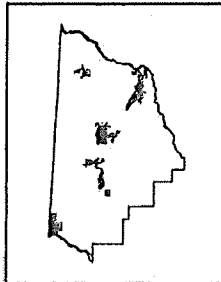
Development Department at (850) 875-8663 at least 48 hours prior to the hearing. If any person wishes to appeal any decision made with respect to this matter at the public hearing, they will need to ensure that a verbatim record of the proceedings is made recording the testimony and evidence presented.

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GADSDEN COUNTY MAP



The information shown on the maps from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.



ATTACHMENT # 1

**CITIZENS BILL OF RIGHTS MEETING
PEAVY AND SON CONSTRUCTION 220 FOOT TELECOMMUNICATION TOWER
JULY 8, 2013**

John Ruth, Managing Member of Florida Telecom Services, LLC opened the meeting at 6:00 p.m. and introduced the project stating that the evenings Citizen's Bill of Rights meeting was advertised in the Havana Herald on June 28, 2013 and July 4, 2013. Mr. Ruth reminded those in attendance to sign in. Mr. Ruth stated that the purpose of the meeting was to allow public comment on the proposed 220 foot self-support telecommunication tower and how the tower will help with coverage of areas that are currently lacking for voice and data. Mr. Ruth indicated to those in attendance that we would be taking notes of the meeting and providing the information to Gadsden County with the application. Mr. Ruth stated to please let us know comments, concerns, and issues related to the proposed project and that we would try to answer these comments, concerns and issues at the meeting and if we were unable to address them during the meeting that we would get back with them with the answer. Mr. Ruth showed those in attendance the area on the property where the tower is proposed.

Gadsden County resident Amy McBride asked what are the advantages and disadvantages of a tower on the site and wanted to know the health effects of the tower. Mr. Ruth explained how the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC") regulate towers. Mr. Ruth continued to explain that based on inconsistencies amongst different agencies the federal government requests all questions be directed to the FAA and FCC in regards to health concerns. Mr. Ruth offered to provide Ms. McBride the appropriate FAA and FCC websites in which she would be able to obtain the information relating to the health effects of towers.

Ms. McBride asked about the minimum kilograms. Mr. Ruth stated that the FCC regulates the amount of power / output that carriers can transmit and that the carriers would be required to adhere to those regulations.

Gadsden County resident Jeannette Peavy asked what noise is associated with the tower and will it cause any interference. Mr. Ruth stated that there is no noise associated with the tower and we are prohibited from causing any interference.

Ms. Peavy asked about whether the tower is leased. Mr. Ruth explained that Florida Telecom Services, LLC ("FTS") entered into a lease with the property owner, FTS will own and construct the tower and enter into subleases with carriers. Ms. Peavy asked what the lease amount is. Mr. Ruth explained that leases are different based on market prices. Ms. Peavy was asked if she is opposed to the site. Ms. Peavy indicated she was not opposed to the site just asking questions.

Ms. Peavy asked if the tower was inspected. Mr. Ruth explained that the carriers do an inspection once a month and that FTS performs an extensive inspection of the tower every two years.

Ms. Peavy asked that once the tower was constructed will she have better coverage. Mr. Ruth explained that in order for her to have better coverage the service carrier she uses would have to be installed on the tower. FTS has amended the plans to provide a 70ft x 50ft lease space to ensure carriers that want to provide service to the residents and businesses have the ability to collocate on the tower and have the necessary ground space for their equipment.

Ms. McBride asked if there would be signs saying not to use cell phones within certain areas. Mr. Ruth indicated that he has not seen the sign Ms. McBride was talking about therefore the sign would not be on the property.

Gadsden County staff Willie Brown asked if the tower would have white lights at night. Mr. Ruth clarified that the white light would be on during the day and there would be a red light on at night as required by the FAA and FCC.

Mr. Brown asked FTS to explain the requested deviations to those in attendance. Roberta Moore, Planning Consultant with FTS explained there were two deviations that would be requested. The first deviation pertains to regulation stating that telecommunication towers cannot be located within a half mile of property with a land use designation of Rural Residential and the second deviation dealt with the setback to the northern property line and how the code requires the tower be setback seven times the height if it is proposed to be lit.

Mr. Brown asked those in attendance if they had any objections to any of the deviations. Ms. Peavy discussed the distance of the tower to the property owner to the north. Ms. Moore indicated that there has been communication with the property owner to the north and they have provided a letter of no objection.

Gadsden County resident David Parrish asked why the particular parcel was chosen. Mr. Ruth explained that an analysis was conducted on adjacent parcels that the Peavy and Son Construction parcel met the needs of the carriers based on coverage requirements and the parcel was an industrial property.

Mr. Brown asked if the tower fell where it would fall. Mr. Ruth explained how if the tower were to fall how it would fall.

The meeting concluded at 8:00 p.m.

ATTACHMENT # 2

[illegible]

COUNTY STAFF DATA ONLY

Date Received:	
Project No. SP-200	-
<input type="checkbox"/> Type I Review	<input type="checkbox"/> Type II Review

**GADSDEN COUNTY DEPARTMENT OF PLANNING & COMMUNITY
DEVELOPMENT (P&CD)
PLANNING DIVISION**

1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799

Phone: (850) 875-8663

Fax: (850) 875-7280

E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdencountyfl.gov

**APPLICATION FOR CONCEPTUAL/PRELIMINARY SITE PLAN REVIEW
(Type I and Type II Site Plans)**

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY

IMPORTANT:

THERE MAY BE DEED RESTRICTIONS AFFECTING DEVELOPMENT OF THE PROPERTY. ANY SITE PLAN REVIEW AND APPROVAL DOES NOT SUPERCEDE ANY DEED RESTRICTIONS OR COVENANTS, OR ANY NEIGHBORHOOD BYLAWS, RULES OR REGULATIONS. BEFORE CONTINUING WITH THIS OR ANY OTHER DEVELOPMENT

APPLYING FOR SITE PLAN OR SUBDIVISION APPROVAL DOES NOT MEAN THAT YOUR APPLICATION WILL BE APPROVED! DO NOT PURCHASE THE PROPERTY OR CONSTRUCTION MATERIALS OR ENTER INTO A DEVELOPMENT CONTRACT BEFORE OBTAINING APPROVAL OF THE FINAL SITE PLAN AND ISSUED A DEVELOPMENT ORDER BY THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT (P&CD).

This Conceptual/Preliminary Site Plan Application must be completed and returned to the Gadsden County P&CD along with all required documents. A Citizen's Bill of Rights meeting is required. The application will be reviewed by staff and if required (Type II or Class II, Special Exception) forwarded to the Gadsden County Planning Commission for public hearing and recommendation to the Board of County Commissioners. The Board of County Commissioners will then hold a public hearing and render a final decision. Type I review is reviewed and a decision rendered by P&CD.

Type 1 ☐ **Type II** ☒ **Special Exception** ☐

☐ Conceptual ☐ Preliminary ☐ Conceptual/Preliminary (concurrent)

NAME OF SITE PLAN: Peavy and Son Construction 220 ft Telecommunication Tower
1. APPLICANT NAME (Print): Florida Telecom Services, LLC
CONTACT PERSON (If Corporation): John L. Ruth
ADDRESS: 1960 Timberline Road
CITY: Weston **STATE:** Florida **ZIP:** 33327

TELEPHONE: (561) 213-7665 FAX: ()
 E-MAIL ADDRESS: johnlruth@gmail.com

2. OWNER OF PROPERTY (Print): Peavy and Son Construction Co.
 ADDRESS: 39 Schwall Road, P.O. Box 2369
 CITY: Havana STATE: Florida ZIP: 32333
 TELEPHONE: (850) 539-5019 FAX: ()
 E-MAIL ADDRESS:

For a Type II plan, if the Applicant or Owner cannot attend the Planning Commission and/or County Commission meetings, please list the name of a representative or agent who will make the presentation, answer questions, or make decisions for the Applicant or Owner.

3. REPRESENTATIVE/AGENT Roberta Moore
 NAME:
 ADDRESS: 12011 Classic Drive
 CITY: Coral Springs STATE: Florida ZIP: 33071
 TELEPHONE: (954) 495-1565 FAX: ()
 E-MAIL ADDRESS: rmooregolfer@gmail.com

4. Legal Description of the specific property covered by this application (If lengthy, please attach extra sheets):
 TWP: 3N RNG: 2W SEC: 11 SUBD:
 BLK: PARCEL/LOT (if applicable):

Parcel Identification Number 2-11-3N-2W-0000-00340-0000

5. Size of area covered by application (acreage must agree w/legal and survey): 3,500 square feet
 6. Location of Property: 39 Schwall Road, Havana, Florida 32333
 7. Future Land Use Heavy Industrial Existing Use: Light Manufacturing
 Designation:
 8. Type of Proposed Development: 220 foot self-support telecommunication tower, fenced enclosure and associated compound area
 Number of Structures proposed:
 Proposed Use of Structures:
 Proposed Square Footage of each use:
 Total acreage of open space:
 Density:
 9. Variances existing or applied for on subject property: N/A
 Date Approved:
 10. Is the project proposed as a Special Exception use? Yes X No

11. All conceptual/preliminary site plans shall address at a minimum the Code required standards per Subsections 5207 and 5208, Gadsden County Land Development Code.
12. The following items are needed to complete this application for review (also see County Land Development Code Chapter 5, Subsections 5207 and 5208 and Chapter 7, Subsection 7102 (Level I) or Subsection 7103 (Level II)):
 - a. X Two copies of this application.
 - b. X 15 ~~Folded~~ Preliminary Site Plan 24" x 36" prints showing vicinity map, survey with legal description(s), and phasing, 2 of which are signed and sealed (copies must include the signature and seal), plus one copy of the proposed preliminary plans on an 11" x 17" sheet per the minimum requirements of Subsection 5208 and other applicable development standards. Plans created electronically must be accompanied by a .pdf via E-mail or disc.
 - c. X Class I Conceptual/Preliminary Site Plan review fee of \$400.00; Class II Conceptual/Preliminary Site Plan review fee of \$625. Please submit fee in CASH, CHECK or MONEY ORDER drawn to the order of the Gadsden County Board of County Commissioners (BOCC). If a variance is requested, a variance application must be filed with \$750.00 review fee.
 - e. X Indication of FEMA Flood Zones/special flood hazard areas on plans.
 - f. X Affidavit of Ownership, if applicable.
 - g. N/A Two (2) copies of an Environmental Impact Assessment per County Land Development Code Section 5400, with 2 copies of a Certified Tree Survey as required per Subsection 5404.B.3 for protected trees (Trees greater than 20" diameter) must be shown on preliminary plats or on site plans.
 - h. X The completed Concurrency Review Application (if plan is unchanged from conceptual review resubmit the application) including review and approval by utility providers and **traffic analysis**.
 - i. N/A Certificate or approvals from outside (non-county) agencies and previously approved site plans (i.e. FDEP, FDOT, NFWFMD, etc. permit applications).
 - j. X Citizen Growth Management & Planning Bill of Rights (Ordinance #2010-05) – Demonstrate compliance including copy of citizen participation plan, mailing list .50 mile, mail and newspaper notification 3 papers, written verification of public workshop, written summary of identified issues and outcomes, etc. (Does not apply to Minor Subdivision or Class I Site Plan reviews).

☒ I AM THE OWNER,

☐ I AM THE LEGAL REPRESENTATIVE OF THE OWNER (Attach Affidavit of Ownership) of the property described which is the subject matter of this application. Under penalties of perjury, I declare that I have read said application and all sketches and data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief. I understand that by signing this document, I am giving the County or agent thereof the authority to duplicate, disseminate, and reproduce any and all items submitted as part of this request, whether copyrighted or not.

M. D. Peavy III
SIGNATURE OF APPLICANT

7/11/13
DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS

20 13 By M. D. PEAVY III

(Applicant)

who is personally known to me or produced
I.D. and did take an oath.

Ensworth V. Blyden

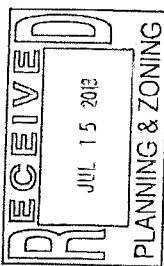
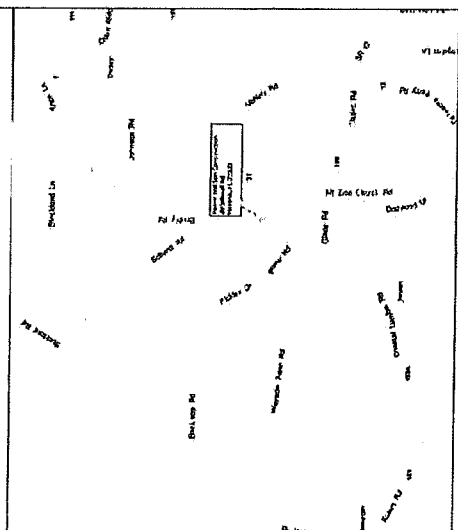


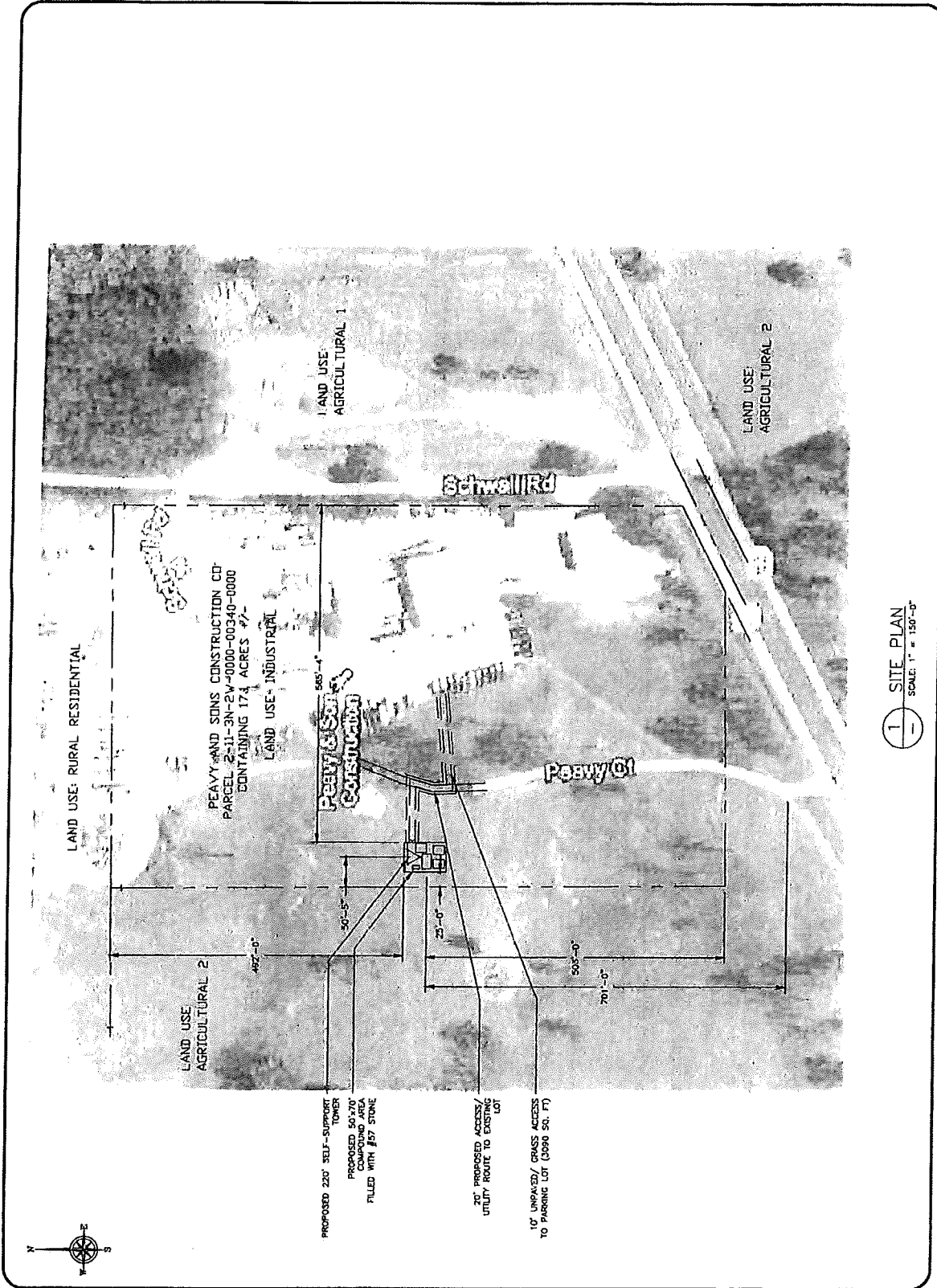
ENSWORTH V. BLYDEN
Commission # EE 189127
Expires April 15, 2016

NOTARY PUBLIC, State of Florida at Large

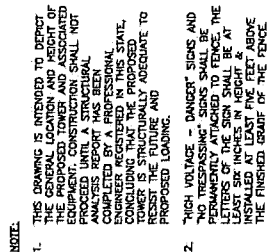
My Commission Expires:

4/15/16

<div style="text-align: center;">  <h1 style="margin: 0;">Florida Telecom Services, LLC</h1> <h2 style="margin: 0;">PEAVY AND SON CONSTRUCTION</h2> <p style="margin: 0;">39 SCHWALL ROAD HAVANA, FL 32333</p> <h3 style="margin: 0;">PROPOSED INSTALLATION OF NEW 220' TELECOMMUNICATION TOWER AND FENCED ENCLOSURE</h3> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>Florida Telecom Services, LLC 1800 N. W. 10th Ave. Fort Lauderdale, FL 33304</p> <p>MDP Engineering Inc. 1800 N. W. 10th Ave. Fort Lauderdale, FL 33304</p> </div> <div> <p>PROJECT NO. _____</p> <p>DATE _____</p> <p>BY _____</p> <p>FOR _____</p> <p>PROJECT NAME _____</p> <p>PROJECT ADDRESS _____</p> <p>PROJECT CITY _____</p> <p>PROJECT STATE _____</p> <p>PROJECT ZIP _____</p> </div> </div>																			
<div style="display: flex;"> <div style="flex: 1;"> <p>DRIVING DIRECTIONS</p> <p>FROM _____</p> </div> <div style="flex: 1;"> <p>VICINITY MAP</p>  </div> </div>		<div style="display: flex;"> <div style="flex: 1;"> <p>CONSULTING TEAM</p> <p>PROPERTY OWNER: PEAVY AND SON CONSTRUCTION 1800 N. W. 10th Ave. Fort Lauderdale, FL 33304 TEL: TBO</p> <p>TOWER OWNER: FLORIDA TELECOM SERVICES, LLC 1800 N. W. 10th Ave. Fort Lauderdale, FL 33304 CONTACT: JOHN RUTH TEL: (311) 213-7865</p> <p>ZONING/INSPECTIONS DEPARTMENT: TBO CONTACT: TBO</p> <p>POWER COMPANY: COMPANY NAME: TBO CONTACT: TBO TEL: TBO</p> <p>TELEPHONE COMPANY: COMPANY NAME: TBO CONTACT: TBO TEL: TBO</p> </div> <div style="flex: 1;"> <p>PROJECT SUMMARY</p> <p>SITE NAME: PEAVY AND SON CONSTRUCTION</p> <p>SITE ADDRESS: 39 SCHWALL ROAD HAVANA, FL 32333</p> <p>ADJACENT BUILDING OWNER: FLORIDA TELECOM SERVICES, LLC 1800 N. W. 10th Ave. Fort Lauderdale, FL 33304 CONTACT: JOHN RUTH TEL: (311) 213-7865</p> <p>PROJECT DESCRIPTION: INSTALLATION OF NEW 220' TELECOMMUNICATION TOWER AND FENCED ENCLOSURE</p> <p>AREA COMPLIANCE: FACILITY IS UNARMED AND NOT FOR HUMAN INDIATION</p> <p>ZONING: INDUSTRIAL 2-11-2W-0000-00340-000</p> <p>TAX ID NUMBER: 1800 N. W. 10th Ave. Fort Lauderdale, FL 33304</p> <p>TYPE OF OCCUPANCY: INDUSTRIAL</p> <p>STANDARD BUILDING CODE: FLORIDA (2013)</p> <p>LEASE AREA: 2,500 SQ FT</p> <p>FLOOD ZONE: X</p> <p>GEOREFERENCE COORDINATES: LATITUDE: 30° 40' 6.497" N LONGITUDE: -84° 24' 24.885" W GROUND ELEVATION: 255.75 ± AMSL</p> </div> </div>																			
<p>APPROVALS</p> <p>PROPERTY OWNER _____</p> <p>FLORIDA TELECOM _____</p>		<p>SCOPE OF WORK</p> <p>INSTALLATION OF NEW TELECOMMUNICATION TOWER WITHIN NEW FENCED ENCLOSURE AND CONNECTIONS TO POWER & TELCO.</p>																			
<p>INDEX OF DRAWINGS</p> <table border="1"> <thead> <tr> <th>SHEET NO.</th> <th>DESCRIPTION</th> <th>REV.</th> </tr> </thead> <tbody> <tr> <td>T1</td> <td>TITLE SHEET</td> <td>1</td> </tr> <tr> <td>C1</td> <td>OVERALL SITE PLAN</td> <td>2</td> </tr> <tr> <td>C2</td> <td>COMPOUND PLAN</td> <td>1</td> </tr> <tr> <td>C3</td> <td>TYPICAL ELEVATION</td> <td>2</td> </tr> <tr> <td>L1</td> <td>LANDSCAPE PLAN</td> <td>1</td> </tr> </tbody> </table>		SHEET NO.	DESCRIPTION	REV.	T1	TITLE SHEET	1	C1	OVERALL SITE PLAN	2	C2	COMPOUND PLAN	1	C3	TYPICAL ELEVATION	2	L1	LANDSCAPE PLAN	1	<p>CONSTRUCTION NOTES</p> <ol style="list-style-type: none"> ALL NEW BUILDINGS AND STRUCTURES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, WITH 2006 AMENDMENTS, FOR LESSOR PRESSURES GENERATED BY NOMINAL DESIGN 3-SECOND CUST WIND VELOCITY OF 140 MPH. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. CONTRACTOR SHALL NOTIFY OWNER FOR ACCESS TO SITE. 	
SHEET NO.	DESCRIPTION	REV.																			
T1	TITLE SHEET	1																			
C1	OVERALL SITE PLAN	2																			
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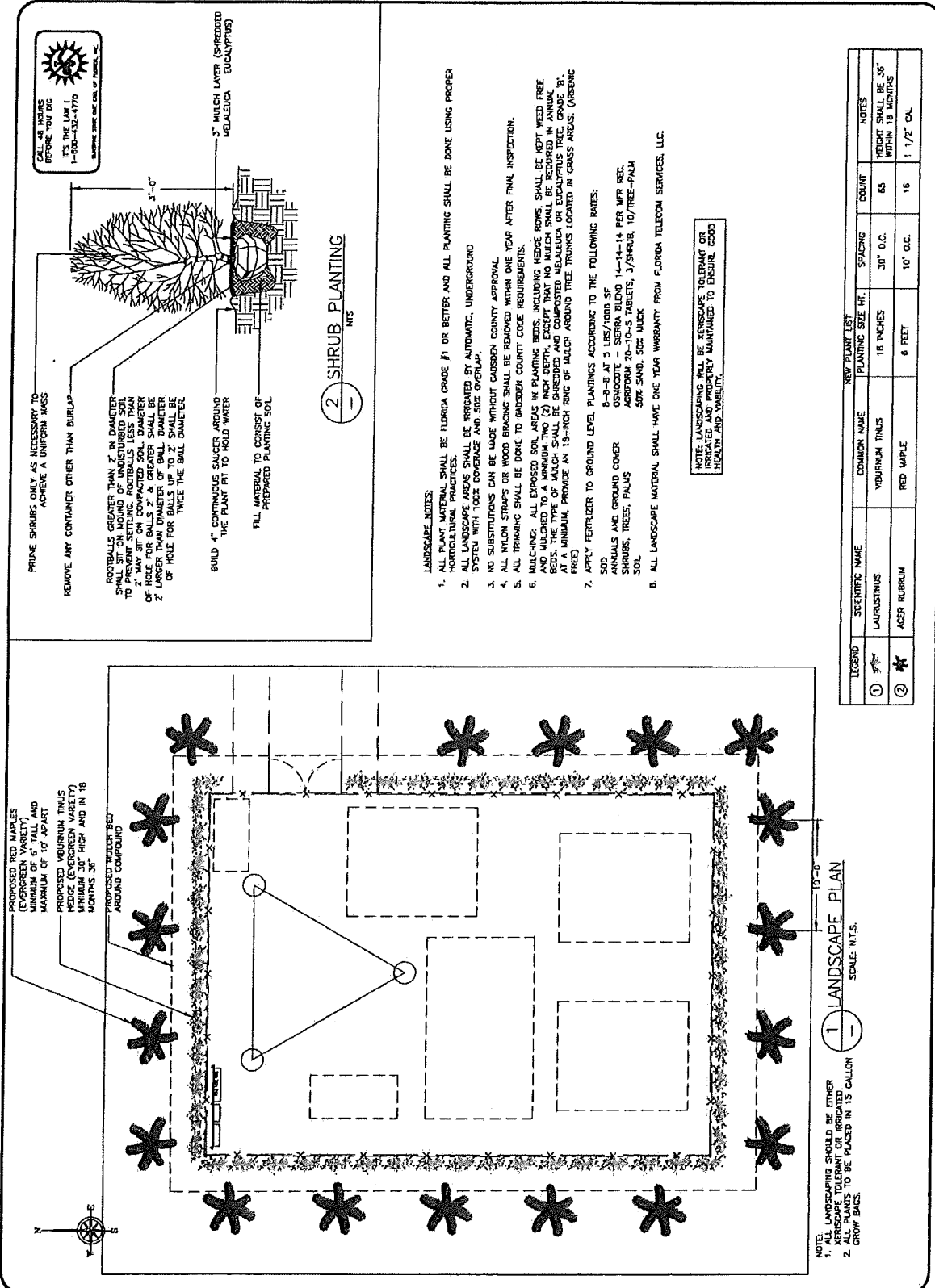


Florida Telecom Services, LLC 1100 N. W. 10th St. Fort Lauderdale, FL 33304		MDP Engineering Inc. 1100 N. W. 10th St. Fort Lauderdale, FL 33304	
PROJECT NO.: SHEET NO.: SHEET NAME: OVERALL SITE PLAN SHEET NUMBER: C1		PROJECT NAME: PEAVY AND SONS CONSTRUCTION 30 SCHWALL ROAD HAVANA, FL 33333	
PROJECT NO.: SHEET NO.: SHEET NAME: OVERALL SITE PLAN SHEET NUMBER: C1		PROJECT NAME: PEAVY AND SONS CONSTRUCTION 30 SCHWALL ROAD HAVANA, FL 33333	
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PEAY AND SON CONSTRUCTION	38 SCHWALL ROAD MARIETTA, GA 30067	SHEET NAME TYPICAL ELEVATION	SHEET NUMBER C3
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Page 18 of 56

[illegible]



EJ Development Group, LLC

Eric Hochman - RF Engineer

July 12, 2013

To: Gadsden County
Anthony Matheny, Planning and Community Development Director
9-B East Jefferson Street
Quincy, Florida 32353

From: Eric Hochman - RF Engineer
EJ Development Group, LLC
PO Box 260893
Pembroke Pines, FL 33026

Re: Planned Peavy and Son Construction 220 foot self-support telecommunication tower

Dear Mr. Matheny,

Please accept this letter to address regulations for the proposed telecommunication tower that Florida Telecom Services, LLC is proposing on the property located at 39 Schwall Road, Havana, Florida 32333. The structure is a 220 foot self-support telecommunication tower designed for cellular transmission antennas. As of the date of this letter there are two companies interested in leasing the site. It is anticipated that two additional carriers will have interest in the site in the near future due to its location.

Gadsden County owns a parcel of land located approximately 1.69 miles to the east of the subject parcel. At this time the parcel is not located within the radius identified to satisfy the needed coverage gaps for the area however we would like the opportunity to work with County staff to research County owned property and determine the feasibility of locating telecommunication towers on County owned parcels in the future.

There is a severe coverage deficiency to the North, South, East and West quadrants. There is currently no tower within the 2 mile radius that will satisfy the needed coverage gaps in the area. At this time there is no other technology available that will comfortably satisfy any part of the coverage objectives by any of the interested carriers. It is a rural area with significant tree line heights and extensive homes, agricultural structures and main roads which require immediate cellular phone and data relief to this area. A DAS (Distributed Antenna System) is mostly used for indoor solutions and would not be able to support any reliable coverage needs in this area. This site needs to transmit at a certain height with an FCC power rating to satisfy the needs of the customers living in the area or travelling through. The coverage has been identified as being poor by all the carriers interested in the site and this will alleviate the voice and data gaps and improve the new 4G technology being implanted around the area and the country for all carriers and E-911 requirements for this area. There are no existing towers in the area at any height that will satisfy the need. RF transmission is a controlled radio wave which must integrate into the

FLORIDA TELECOM SERVICES, LLC
1960 Timberline Road Weston, FL 33327
Tel #: 561 213 7665

July 12, 2013

Gadsden County Planning and Community Development
Mr. Anthony Matheny, Planning and Community Development Director
9-B East Jefferson Street
Quincy, Florida 32353

RE: Letter of Intent for the installation of a new 220 foot self-support telecommunication tower at
39 Schwall Road, Havana

Dear Mr. Matheny,

On behalf of Florida Telecom Services, LLC, please accept this letter of intent and associated plans for the installation of a new 220 foot self-support telecommunication tower and fenced enclosure within a 70 foot x 50 foot leased area located at 39 Schwall Road (Parcel Tax ID #: 2-11-3N-2W-0000-00340-000).

Florida Telecom Services, LLC is proposing a 220 foot telecommunication tower with the capacity to hold four (4) carriers. This multi-carrier tower will enhance the wireless services for this area in Gadsden County. The site plan addresses the Code requirements for telecommunication towers, setbacks, and landscaping.

As part of our application we are requesting deviations from the following sections of the Code:

- Section 5805(B)(1): The subject property is located within 0.50 miles of land that is designated as Rural Residential on the land use map.
- Section 5806(A)(3): Towers that are lit at night with red lights shall be at least 7x's the height of the tower from the property lines of parcels of land in which a residence is located. The tower is proposed to be setback along the northern property line 2.5 times the height of the tower. The lighting of the tower will be based on requirements and regulations by the Federal Communications Commission and Federal Aviation Administration which state that the tower will be lit during the day with a white light and during the night it will be lit by a red light.

The property owner of the subject parcel has been in contact with the adjacent property owner who has provided a letter of no objection on the proposed tower. The letter also acknowledges the setbacks of the tower to the property line and the proposed lighting of the tower.

Florida Telecom Services, LLC has researched properties within the general area of the subject parcel and determined it was best suited for the proposed tower since the property is being used for light

manufacturing and the land has already been disturbed. In addition the parcel is located within a search area that has been identified as lacking wireless service coverage.

The Code requires the following to be addressed regarding our deviation request:

1. The deviation will not be detrimental to the public good or to the surrounding properties.

We feel that by locating the tower on the subject parcel it will be the least obtrusive to the surrounding parcels and will provide the needed wireless service to the residents and businesses in Havana.

2. The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.

Since the parcel to the north has a Land Use Designation of Rural Residential and has an existing residence there is a requirement for a deviation to be requested. The tower and compound area was designed to provide the maximum coverage for the area for wireless services and keep the tower setback from US 27 a minimum of three times its height.

3. The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.

The two deviations requested is the minimum necessary to construct the tower on the subject parcel. The tower and compound area was designed to meet the setbacks along US 27 which required it to be designed further back on the parcel closer to the residential property.

4. The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map.

The tower and fenced enclosure was designed to be the least obtrusive to the adjacent property owner understanding that there is a residence located on the property.

5. The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating affects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed buildings or structures and similar factors.

The location of the lease area on the subject parcel is located in an area that is currently vacant and has been previously disturbed. As part of the landscape plan we are proposing to install Red Maples and Viburnum Tinus as hedge materials to help screen the base of the tower from the roadway and the adjacent property owner.

6. The strict application of the requirements of this section will constitute a substantial hardship to the applicant.

Wireless service is lacking in the general area in which we are proposing the telecommunication tower and therefore without the requested deviations we would not be able to provide this service to the residents and businesses of Havana.

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

The granting of the deviation is consistent with the intent and purpose of the Comprehensive Plan. By approving the tower on the subject parcel wireless services will be capable of meeting the needs of the existing population and the future population in the service area.

As required a Citizens Bill of Rights meeting was held on Monday July 8, 2013. Advertisement for this meeting was placed in the Havana Herald on June 28, 2013 and July 4, 2013 and notification was mailed to all property owners within a half mile from the subject property.

We look forward to working with you and your department for the approval of the telecommunication tower and providing the necessary wireless services to the residents and businesses of Gadsden County.

Sincerely,



John L Ruth
Managing Member
Florida Telecom Services, LLC

networks of the carriers trying to provide service. It is important to note that all transmissions are with licensed frequency bands issued by the FCC. No electromagnetic interference with any existing structure or antenna by the proposed structure or antenna will occur.

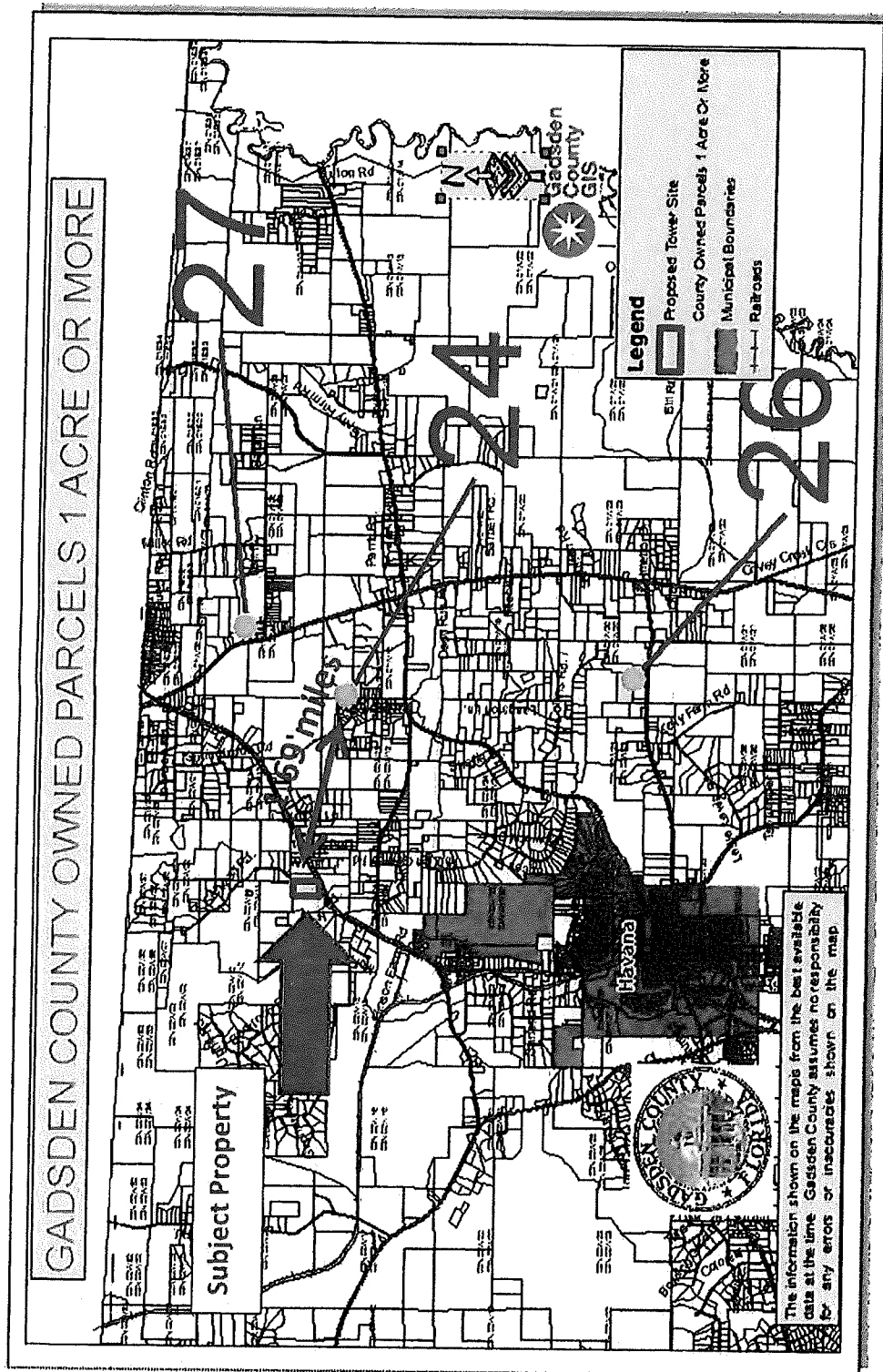
The 220 foot self-support telecommunication tower will be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard, according to latest EIA/TIA standards, to adjoining properties. The tower will be constructed to the EIA/TIA standards as published by the Electronic Industries Association, all applicable Building codes and as determined necessary by the Building Official.

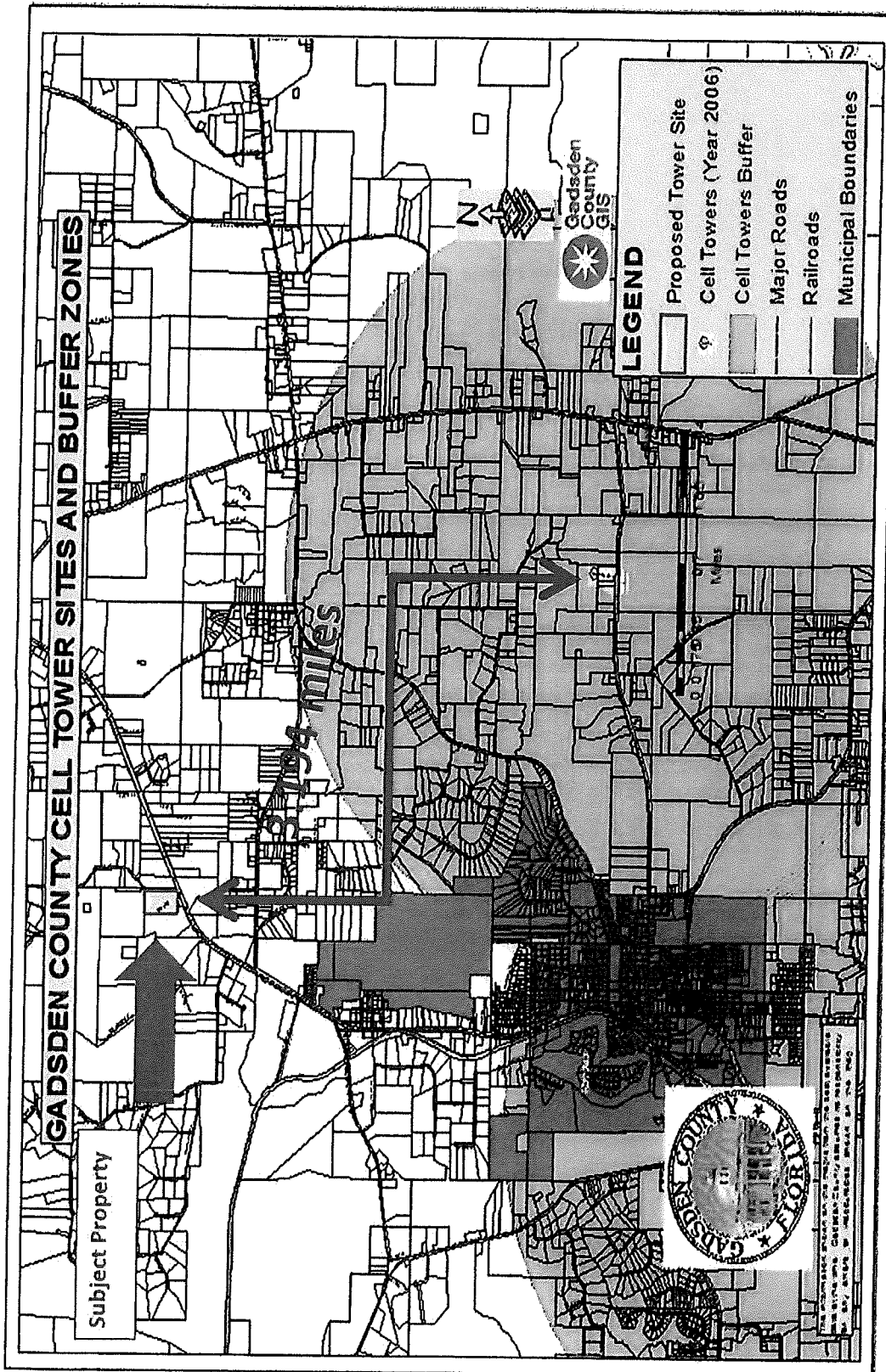
Thank you for your consideration. If you have any questions, please feel free to contact me at (954) 812-3262

Sincerely,

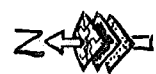
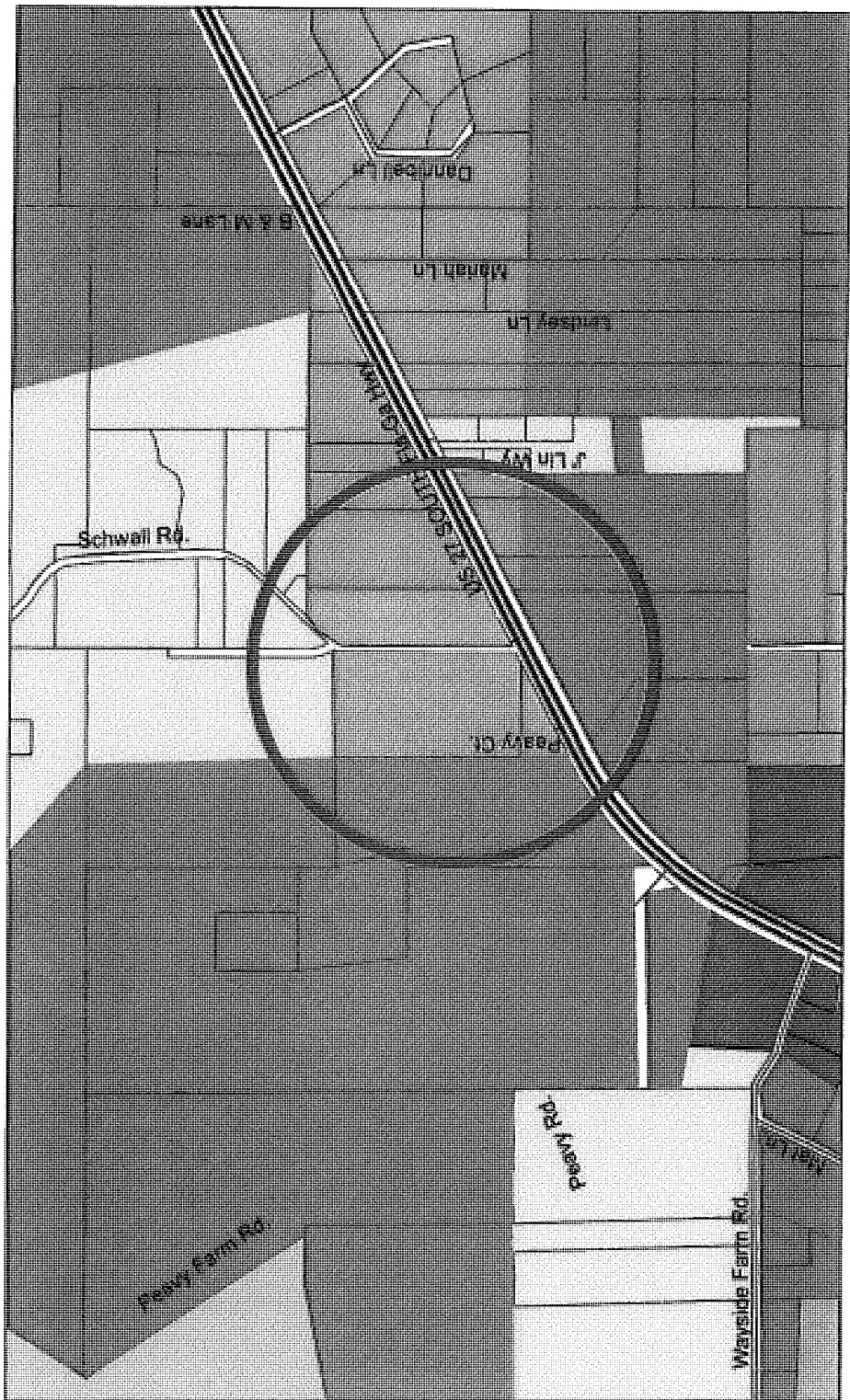


Eric Hochman
RF Engineer





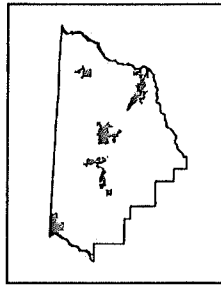
GADSDEN COUNTY MAP



Legend
FLU_20130129
FUTURE LAND USE
AGRICULTURAL 1
AGRICULTURAL 2
AGRICULTURAL 3
COMMERCIAL
CONSERVATION
HEAVY INDUSTRIAL
LIGHT INDUSTRIAL
RURAL RESIDENTIAL
SILVICULTURE
URBAN SERVICE AREA
HISTORICAL
LAKE TALQUIN
MINING
MUNICIPAL
PUBLIC
RECREATIONAL

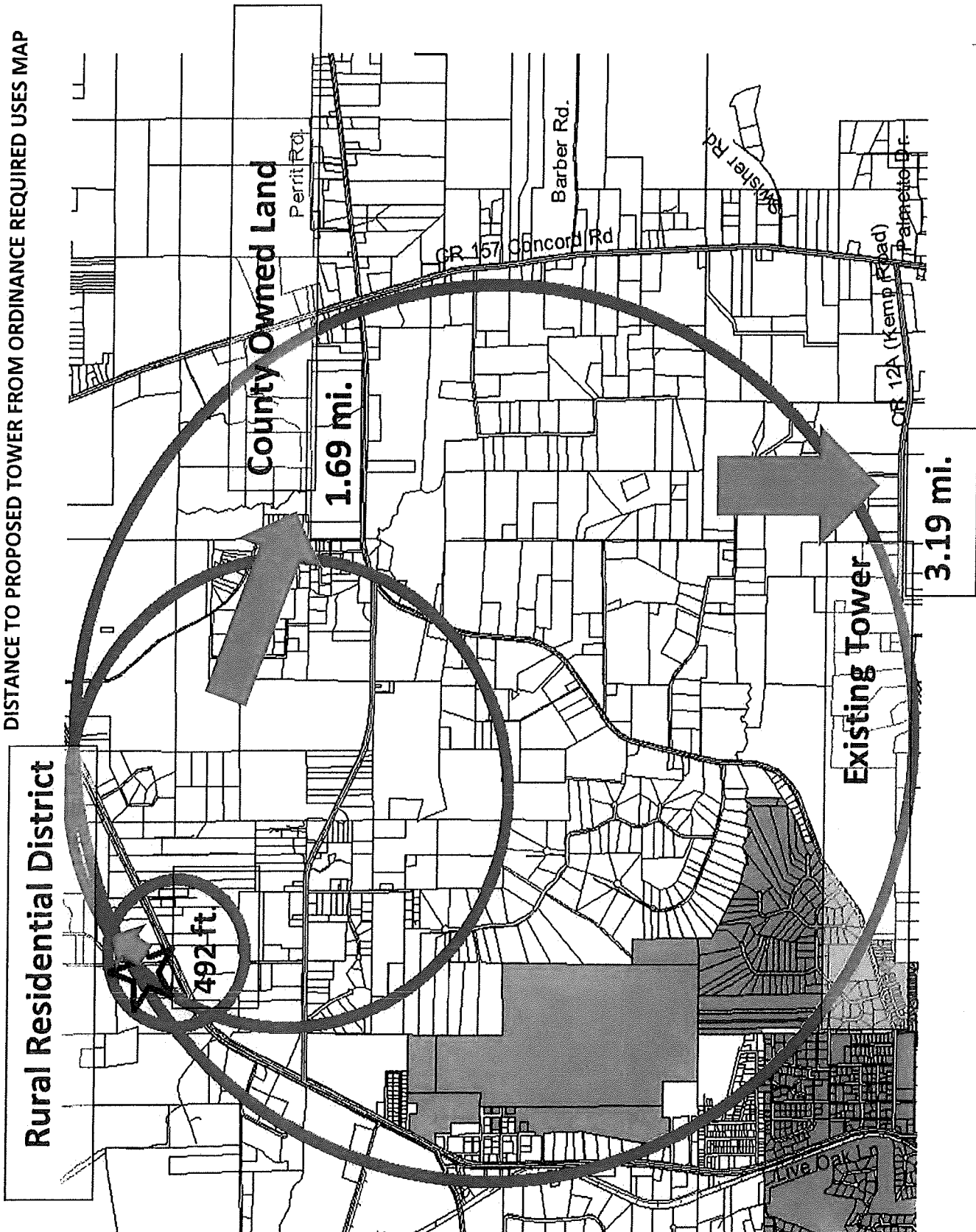


The information shown on the maps from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.



ATTACHMENT # 9

DISTANCE TO PROPOSED TOWER FROM ORDINANCE REQUIRED USES MAP



Florida Telecom Tower site location represented by asterisk spatially related to existing tower sites, county owned land, and RR District.

Go to FCC.gov



Radio Frequency Safety

Search the FCC:

[Help](#) | [Advanced](#)

FCC > OET > RF Safety > RF Safety FAQ's

Radio Frequency Safety

Office of Engineering and
Technology (OET)

RF Safety FAQ's

Frequently asked questions about the safety of radiofrequency (RF) and microwave emissions from transmitters and facilities regulated by the FCC

FDA Website



Visit the FDA
consumer
information
wireless phone
website.

For further information on these (and other) topics please refer to OET Bulletin 56. You may also contact the FCC's RF Safety Program at rfsafety@fcc.gov or 1-888-225-5322

Index (click on topic below)

- [What is "radiofrequency" and microwave radiation?](#)
- [What is non-ionizing radiation?](#)
- [How is radiofrequency energy used?](#)
- [How is radiofrequency radiation measured?](#)
- [What biological effects can be caused by RF energy?](#)
- [Can people be exposed to levels of radiofrequency radiation and microwaves that could be harmful?](#)
- [Can radiofrequency radiation cause cancer?](#)
- [What research is being done on RF biological effects?](#)
- [What levels are safe for exposure to RF energy?](#)
- [Why has the FCC adopted guidelines for RF exposure?](#)
- [How safe are mobile phones? Can they cause cancer?](#)
- [How can I obtain the specific absorption rate \(SAR\) value for my mobile phone?](#)
- [Do "hands-free" ear pieces for mobile phones reduce exposure to RF emissions?](#)
- [What about mobile phone accessories that claim to shield the head from RF radiation?](#)
- [Can mobile phones be used safely in hospitals and near medical telemetry equipment?](#)
- [Are cellular and PCS towers and antennas safe?](#)
- [Are cellular and other radio towers located near homes or schools safe for residents and students?](#)
- [Are emissions from radio and television antennas safe?](#)
- [How safe are radio antennas used for paging and "two-way" communications? What about "push-to-talk" radios such as "walkie-talkies"?](#)
- [How safe are microwave and satellite antennas?](#)
- [Are RF emissions from amateur radio stations harmful?](#)
- [What is the FCC's policy on radiofrequency warning signs? For example, when should signs be posted, where should they be located and what should they say?](#)
- [Can implanted electronic cardiac pacemakers be affected by nearby RF devices such as microwave ovens or cellular telephones?](#)
- [Does the FCC regulate exposure to radiation from microwave ovens, television sets and computer monitors?](#)
- [Does the FCC routinely monitor radiofrequency radiation from antennas?](#)
- [Does the FCC maintain a database that includes information on the location and technical parameters of all the towers and antennas it regulates?](#)
- [Which other federal agencies have responsibilities related to potential RF health effects?](#)
- [Can local and state governmental bodies establish limits for RF exposure?](#)
- [Where can I obtain more information on potential health effects of radiofrequency energy?](#)

WHAT ARE "RADIOFREQUENCY" AND MICROWAVE RADIATION?

Electromagnetic radiation consists of waves of electric and magnetic energy moving together (i.e., radiating) through space at the speed of light. Taken together, all forms of electromagnetic energy are referred to as the electromagnetic "spectrum." Radio waves and microwaves emitted by transmitting antennas are one form of electromagnetic energy. They are collectively referred to as "radiofrequency" or "RF" energy or radiation. Note that the term "radiation" does not mean "radioactive." Often, the terms "electromagnetic field" or "radiofrequency field" may be used to indicate the presence of electromagnetic or RF energy.

The RF waves emanating from an antenna are generated by the movement of electrical charges in the antenna. Electromagnetic waves can be characterized by a wavelength and a frequency. The wavelength is the distance covered by one complete cycle of the electromagnetic wave, while the frequency is the number of electromagnetic waves passing a given point in one second. The frequency of an RF signal is usually expressed in terms of a unit called the "hertz" (abbreviated "Hz"). One Hz equals one cycle per second. One megahertz ("MHz") equals one million cycles per second.

Different forms of electromagnetic energy are categorized by their wavelengths and frequencies. The RF part of the electromagnetic spectrum is generally defined as that part of the spectrum where electromagnetic waves have frequencies in the range of about 3 kilohertz (3 kHz) to 300 gigahertz (300 GHz). Microwaves are a specific category of radio waves that can be loosely defined as radiofrequency energy at frequencies ranging from about 1 GHz upward. ([Back to Index](#))

WHAT IS NON-IONIZING RADIATION?

"Ionization" is a process by which electrons are stripped from atoms and molecules. This process can produce molecular changes that can lead to damage in biological tissue, including effects on DNA, the genetic material of living organisms. This process requires interaction with high levels of electromagnetic energy. Those types of electromagnetic radiation with enough energy to ionize biological material include X-radiation and gamma radiation. Therefore, X-rays and gamma rays are examples of ionizing radiation.

The energy levels associated with RF and microwave radiation, on the other hand, are not great enough to cause the ionization of atoms and molecules, and RF energy is, therefore, a type of non-ionizing radiation. Other types of non-ionizing radiation include visible and infrared light. Often the term "radiation" is used, colloquially, to imply that ionizing radiation (radioactivity), such as that associated with nuclear power plants, is present. Ionizing radiation should not be confused with the lower-energy, non-ionizing radiation with respect to possible biological effects, since the mechanisms of action are quite different. ([Back to Index](#))

HOW IS RADIOFREQUENCY ENERGY USED?

Probably the most important use for RF energy is in providing telecommunications services. Radio and television broadcasting, cellular telephones, personal communications services (PCS), pagers, cordless telephones, business radio, radio communications for police and fire departments, amateur radio, microwave point-to-point links and satellite communications are just a few of the many telecommunications applications of RF energy. Microwave ovens are an example of a non-communication use of RF energy. Radiofrequency radiation, especially at microwave frequencies, can transfer energy to water molecules. High levels of microwave energy will generate heat in water-rich materials such as most foods. This efficient absorption of microwave energy via water molecules results in rapid heating throughout an object, thus allowing food to be cooked more quickly in a microwave oven than in a conventional oven. Other important non-communication uses of RF energy include radar and industrial heating and sealing. Radar is a valuable tool used in many applications ranging from traffic speed enforcement to air traffic control and military surveillance. Industrial heaters and sealers generate intense levels of RF radiation that rapidly heats the material being processed in the same way that a microwave oven cooks food. These devices have many uses in industry, including molding plastic materials, gluing wood products, sealing items such as shoes and pocketbooks, and processing food products. There are also a number of medical applications of RF energy, such as diathermy and magnetic resonance imaging (MRI). ([Back to Index](#))

HOW IS RADIOFREQUENCY RADIATION MEASURED?

An RF electromagnetic wave has both an electric and a magnetic component (electric field and magnetic field), and it is often convenient to express the intensity of the RF environment at a given location in terms of units specific to each component. For example, the unit "volts per meter" (V/m) is used to express the strength of the electric field (electric "field strength"), and the unit "amperes per meter" (A/m) is used to express the strength of the magnetic field (magnetic "field strength"). Another commonly used unit for characterizing the total electromagnetic field is "power density." Power density is most appropriately used when the point of measurement is far enough away from an antenna to be located in the "far-field" zone of the antenna.

Power density is defined as power per unit area. For example, power density is commonly expressed in terms of watts per square meter (W/m²), milliwatts per square centimeter (mW/cm²), or microwatts per square centimeter (μW/cm²). One mW/cm² equals 10 W/m², and 100 μW/cm² equal one W/m². With respect to frequencies in the microwave range, power density is usually used to express intensity of exposure.

The quantity used to measure the rate at which RF energy is actually absorbed in a body is called the "Specific Absorption Rate" or "SAR." It is usually expressed in units of watts per kilogram (W/kg) or milliwatts per gram (mW/g). In the case of exposure of the whole body, a standing ungrounded human adult absorbs RF energy at a maximum rate when the frequency of the RF radiation is in the range of about 70 MHz. This means that the "whole-body" SAR is at a maximum under these conditions. Because of this "resonance" phenomenon and consideration of children and grounded adults, RF safety standards are generally most restrictive in the frequency range of about 30 to 300 MHz. For exposure of parts of the body, such as the exposure from hand-held mobile phones, "partial-body" SAR limits are

used in the safety standards to control absorption of RF energy (see later questions on mobile phones).
([Back to Index](#))

WHAT BIOLOGICAL EFFECTS CAN BE CAUSED BY RF ENERGY?

Biological effects can result from exposure to RF energy. Biological effects that result from heating of tissue by RF energy are often referred to as "thermal" effects. It has been known for many years that exposure to very high levels of RF radiation can be harmful due to the ability of RF energy to heat biological tissue rapidly. This is the principle by which microwave ovens cook food. Exposure to very high RF intensities can result in heating of biological tissue and an increase in body temperature. Tissue damage in humans could occur during exposure to high RF levels because of the body's inability to cope with or dissipate the excessive heat that could be generated. Two areas of the body, the eyes and the testes, are particularly vulnerable to RF heating because of the relative lack of available blood flow to dissipate the excess heat load.

At relatively low levels of exposure to RF radiation, i.e., levels lower than those that would produce significant heating; the evidence for production of harmful biological effects is ambiguous and unproven. Such effects, if they exist, have been referred to as "non-thermal" effects. A number of reports have appeared in the scientific literature describing the observation of a range of biological effects resulting from exposure to low-levels of RF energy. However, in most cases, further experimental research has been unable to reproduce these effects. Furthermore, since much of the research is not done on whole bodies (*in vivo*), there has been no determination that such effects constitute a human health hazard. It is generally agreed that further research is needed to determine the generality of such effects and their possible relevance, if any, to human health. In the meantime, standards-setting organizations and government agencies continue to monitor the latest experimental findings to confirm their validity and determine whether changes in safety limits are needed to protect human health. ([Back to Index](#))

CAN PEOPLE BE EXPOSED TO LEVELS OF RADIOFREQUENCY RADIATION THAT COULD BE HARMFUL?

Studies have shown that environmental levels of RF energy routinely encountered by the general public are typically far below levels necessary to produce significant heating and increased body temperature. However, there may be situations, particularly in workplace environments near high-powered RF sources, where the recommended limits for safe exposure of human beings to RF energy could be exceeded. In such cases, restrictive measures or mitigation actions may be necessary to ensure the safe use of RF energy. ([Back to Index](#))

CAN RADIOFREQUENCY RADIATION CAUSE CANCER?

Some studies have also examined the possibility of a link between RF exposure and cancer. Results to date have been inconclusive. While some experimental data have suggested a possible link between exposure and tumor formation in animals exposed under certain specific conditions, the results have not been independently replicated. Many other studies have failed to find evidence for a link to cancer or any related condition. The Food and Drug Administration has further information on this topic with respect to RF exposure from mobile phones at the following Web site: [FDA Radiation-Emitting Products Page](#). ([Back to Index](#))

WHAT RESEARCH IS BEING DONE ON RF BIOLOGICAL EFFECTS?

For many years, research into the possible biological effects of RF energy has been carried out in laboratories around the world, and such research is continuing. Past research has resulted in a large number of peer-reviewed scientific publications on this topic. For many years the U.S. Government has sponsored research into the biological effects of RF energy. The majority of this work has been funded by the Department of Defense, due in part, to the extensive military interest in using RF equipment such as radar and other relatively high-powered radio transmitters for routine military operations. In addition, some U.S. civilian federal agencies responsible for health and safety, such as the Environmental Protection Agency (EPA) and the U.S. Food and Drug Administration (FDA), have sponsored and conducted research in this area. At the present time, most of the non-military research on biological effects of RF energy in the U.S. is being funded by industry organizations, although relatively more research by government agencies is being carried out overseas, particularly in Europe.

In 1996, the World Health Organization (WHO) established a program called the International EMF Project, which is designed to review the scientific literature concerning biological effects of electromagnetic fields, identify gaps in knowledge about such effects, recommend research needs, and work towards international resolution of health concerns over the use of RF technology. The WHO maintains a Web site that provides extensive information on this project and about RF biological effects and research (www.who.ch/peh-emf).

The FDA, the EPA and other federal agencies responsible for public health and safety have worked together and in connection with the WHO to monitor developments and identify research needs related to RF biological effects. More information about this can be obtained at the FDA Web site: [FDA Radiation-Emitting Products Page](#). ([Back to Index](#))

WHAT LEVELS ARE SAFE FOR EXPOSURE TO RF ENERGY?

Exposure standards for radiofrequency energy have been developed by various organizations and countries. These standards recommend safe levels of exposure for both the general public and for

workers. In the United States, the FCC has adopted and used recognized safety guidelines for evaluating RF environmental exposure since 1985. Federal health and safety agencies, such as the EPA, FDA, the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) have also been involved in monitoring and investigating issues related to RF exposure.

The FCC guidelines for human exposure to RF electromagnetic fields were derived from the recommendations of two expert organizations, the National Council on Radiation Protection and Measurements (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). Both the NCRP exposure criteria and the IEEE standard were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The exposure guidelines are based on thresholds for known adverse effects, and they incorporate prudent margins of safety. In adopting the most recent RF exposure guidelines, the FCC consulted with the EPA, FDA, OSHA and NIOSH, and obtained their support for the guidelines that the FCC is using.

Many countries in Europe and elsewhere use exposure guidelines developed by the International Commission on Non-Ionizing Radiation Protection (ICNIRP). The ICNIRP safety limits are generally similar to those of the NCRP and IEEE, with a few exceptions. For example, ICNIRP recommends somewhat different exposure levels in the lower and upper frequency ranges and for localized exposure due to such devices as hand-held cellular telephones. One of the goals of the WHO EMF Project (see above) is to provide a framework for international harmonization of RF safety standards. The NCRP, IEEE and ICNIRP exposure guidelines identify the same threshold level at which harmful biological effects may occur, and the values for Maximum Permissible Exposure (MPE) recommended for electric and magnetic field strength and power density in both documents are based on this level. The threshold level is a Specific Absorption Rate (SAR) value for the whole body of 4 watts per kilogram (4 W/kg).

In addition, the NCRP, IEEE and ICNIRP guidelines for maximum permissible exposure are different for different transmitting frequencies. This is due to the finding (discussed above) that whole-body human absorption of RF energy varies with the frequency of the RF signal. The most restrictive limits on whole-body exposure are in the frequency range of 30-300 MHz where the human body absorbs RF energy most efficiently when the whole body is exposed. For devices that only expose part of the body, such as mobile phones, different exposure limits are specified (see below).

The exposure limits used by the FCC are expressed in terms of SAR, electric and magnetic field strength and power density for transmitters operating at frequencies from 300 kHz to 100 GHz. The actual values can be found in either of two informational bulletins available at this Web site ([OET Bulletin 56](#) or [OET Bulletin 65](#)), see listing for "OET Safety Bulletins." ([Back to Index](#))

WHY HAS THE FCC ADOPTED GUIDELINES FOR RF EXPOSURE?

The FCC authorizes and licenses devices, transmitters and facilities that generate RF radiation. It has jurisdiction over all transmitting services in the U.S. except those specifically operated by the Federal Government. However, the FCC's primary jurisdiction does not lie in the health and safety area, and it must rely on other agencies and organizations for guidance in these matters.

Under the National Environmental Policy Act of 1969 (NEPA), all Federal agencies are required to implement procedures to make environmental consideration a necessary part of an agency's decision-making process. Therefore, FCC approval and licensing of transmitters and facilities must be evaluated for significant impact on the environment. Human exposure to RF radiation emitted by FCC-regulated transmitters is one of several factors that must be considered in such environmental evaluations. In 1996, the FCC revised its guidelines for RF exposure as a result of a multi-year proceeding and as required by the Telecommunications Act of 1996.

Facilities under the jurisdiction of the FCC having a high potential for creating significant RF exposure to humans, such as radio and television broadcast stations, satellite-earth stations, experimental radio stations and certain cellular, PCS and paging facilities are required to undergo routine evaluation for compliance with RF exposure guidelines whenever an application is submitted to the FCC for construction or modification of a transmitting facility or renewal of a license. Failure to show compliance with the FCC's RF exposure guidelines in the application process could lead to the preparation of a formal Environmental Assessment, possible Environmental Impact Statement and eventual rejection of an application. Technical guidelines for evaluating compliance with the FCC RF safety requirements can be found in the FCC's [OET Bulletin 65](#) (see "OET Safety Bulletins" listing elsewhere at this Web site).

Low-powered, intermittent, or inaccessible RF transmitters and facilities are normally "categorically excluded" from the requirement of routine evaluation for RF exposure. These exclusions are based on calculations and measurement data indicating that such transmitting stations or devices are unlikely to cause exposures in excess of the guidelines under normal conditions of use. The FCC's policies on RF exposure and categorical exclusion can be found in Section 1.1307(b) of the FCC's Rules and Regulations [47 CFR 1.1307(b)]. It should be emphasized, however, that these exclusions are not exclusions from compliance, but, rather, only exclusions from routine evaluation. Transmitters or facilities that are otherwise categorically excluded from evaluation may be required, on a case-by-case basis, to demonstrate compliance when evidence of potential non-compliance of the transmitter or facility is brought to the Commission's attention [see 47 CFR 1.1307(c) and (d)]. ([Back to Index](#))

HOW SAFE ARE MOBILE AND PORTABLE PHONES?

In recent years, publicity, speculation, and concern over claims of possible health effects due to RF emissions from hand-held wireless telephones prompted various research programs to investigate whether there is any risk to users of these devices. There is no scientific evidence to date that proves that wireless phone usage can lead to cancer or a variety of other health effects, including headaches, dizziness or memory loss. However, studies are ongoing and key government agencies, such as the Food and Drug Administration (FDA) continue to monitor the results of the latest scientific research on these topics. Also, as noted above, the World Health Organization has established an ongoing program to monitor research in this area and make recommendations related to the safety of mobile phones.

The FDA, which has primary jurisdiction for investigating mobile phone safety, has stated that it cannot rule out the possibility of risk, but if such a risk exists, "it is probably small." Further, it has stated that, while there is no proof that cellular telephones can be harmful, concerned individuals can take various precautionary actions, including limiting conversations on hand-held cellular telephones and making greater use of telephones with hands-free kits where there is a greater separation distance between the user and the radiating antenna. The Web site for the FDA's Center for Devices and Radiological Health provides further information on mobile phone safety: [FDA Radiation-Emitting Products Page](#).

The Government Accounting Office (GAO) prepared a report of its investigation into safety concerns related to mobile phones. The report concluded that further research is needed to confirm whether mobile phones are completely safe for the user, and the report recommended that the FDA take the lead in monitoring the latest research results.

The FCC's exposure guidelines specify limits for human exposure to RF emissions from hand-held mobile phones in terms of Specific Absorption Rate (SAR), a measure of the rate of absorption of RF energy by the body. The safe limit for a mobile phone user is an SAR of 1.6 watts per kg (1.6 W/kg), averaged over one gram of tissue, and compliance with this limit must be demonstrated before FCC approval is granted for marketing of a phone in the United States. Somewhat less restrictive limits, e.g., 2 W/kg averaged over 10 grams of tissue, are specified by the ICNIRP guidelines used in Europe and most other countries.

Measurements and analysis of SAR in models of the human head have shown that the 1.6 W/kg limit is unlikely to be exceeded under normal conditions of use of cellular and PCS hand-held phones. The same can be said for cordless telephones used in the home. Testing of hand-held phones is normally done under conditions of maximum power usage, thus providing an additional margin of safety, since most phone usage is not at maximum power. Information on SAR levels for many phones is available electronically through the FCC's Web site and database (see next question). ([Back to Index](#))

HOW CAN I OBTAIN THE SPECIFIC ABSORPTION RATE (SAR) VALUE FOR MY MOBILE PHONE?

As explained above, the Specific Absorption Rate, or SAR, is the unit used to determine compliance of cellular and PCS phones with safety limits adopted by the FCC. The SAR is a value that corresponds to the rate at which RF energy absorbed in the head of a user of a wireless handset. The FCC requires mobile phone manufacturers to demonstrate compliance with an SAR level of 1.6 watts per kilogram (averaged over one gram of tissue).

Information on SAR for a specific cell phone model can be obtained for almost all cellular telephones by using the FCC Identification (ID) number for that model. The FCC ID number is usually printed somewhere on the case of the phone or device. In many cases, you will have to remove the battery pack to find the number. Once you have the number proceed as follows. Go to the following website: [Equipment Authorization](#). Click on the link for "FCC ID Search". Once you are there you will see instructions for inserting the FCC ID number. Enter the FCC ID number (in two parts as indicated: "Grantee Code" is comprised of the first three characters, the "Equipment Product Code" is the remainder of the FCC ID). Then click on "Start Search." The grant(s) of equipment authorization for this particular ID number should then be available. Click on a check under "Display Grant" and the grant should appear. Look through the grant for the section on SAR compliance, certification of compliance with FCC rules for RF exposure or similar language. This section should contain the value(s) for typical or maximum SAR for your phone.

For portable phones and devices authorized since June 2, 2000, maximum SAR levels should be noted on the grant of equipment authorization. For phones and devices authorized between about mid-1998 and June 2000, detailed information on SAR levels is typically found in one of the "exhibits" associated with the grant. Therefore, once the grant is accessed in the FCC database, the exhibits can be viewed by clicking on the appropriate entry labeled "View Exhibit." Electronic records for FCC equipment authorization grants were initiated in 1998, so devices manufactured prior to this date may not be included in our electronic database.

Although the FCC database does not list phones by model number, there are certain non-government Web sites such as www.cnet.com that provide information on SAR from specific models of mobile phones. However, the FCC has not reviewed these sites for accuracy and makes no guarantees with respect to them. In addition to these sites, some mobile phone manufacturers make this information available at their own Web sites. Also, phones certified by the Cellular Telecommunications and Internet Association (CTIA) are now required to provide this information to consumers in the instructional materials that come with the phones.

If you want additional consumer information on safety of cell phones and other transmitting devices please consult the information available below at this Web site. In particular, you may wish to read or

download our [OET Bulletin 56](#) (see "OET RF Safety Bulletins" listing) entitled: "Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields." If you have any problems or additional questions you may contact us at: rf-safety@fcc.gov or you may call: 1-888-225-5322. You may also wish to consult a consumer update on mobile phone safety published by the U.S. Food and Drug Administration (FDA) that can be found at: [FDA Radiation-Emitting Products Page](#). ([Back to Index](#))

DO "HANDS-FREE" EAR PIECES FOR MOBILE PHONES REDUCE EXPOSURE TO RF EMISSIONS? WHAT ABOUT MOBILE PHONE ACCESSORIES THAT CLAIM TO SHIELD THE HEAD FROM RF RADIATION?

"Hands-free" kits with ear pieces can be used with cell phones for convenience and comfort. In addition, because the phone, which is the source of the RF emissions, will not be placed against the head, absorption of RF energy in the head will be reduced. Therefore, it is true that use of an ear piece connected to a mobile phone will significantly reduce the rate of energy absorption (or "SAR") in the user's head. On the other hand, if the phone is mounted against the waist or other part of the body during use, then that part of the body will absorb RF energy. Even so, mobile phones marketed in the U.S. are required to meet safety limit requirements regardless of whether they are used against the head or against the body. So either configuration should result in compliance with the safety limit. Note that hands-free devices using "Bluetooth" technology also include a wireless transmitter; however, the Bluetooth transmitter operates at a much lower power than the cell phone.

A number of devices have been marketed that claim to "shield" or otherwise reduce RF absorption in the body of the user. Some of these devices incorporate shielded phone cases, while others involve nothing more than a metallic accessory attached to the phone. Studies have shown that these devices generally do not work as advertised. In fact, they may actually increase RF absorption in the head due to their potential to interfere with proper operation of the phone, thus forcing it to increase power to compensate. ([Back to Index](#))

CAN MOBILE PHONES BE USED SAFELY IN HOSPITALS AND NEAR MEDICAL TELEMETRY EQUIPMENT?

The FCC does not normally investigate problems of electromagnetic interference from RF transmitters to medical devices. Some hospitals have policies, which limit the use of cell phones, due to concerns that sensitive medical equipment could be affected. The FDA's Center for Devices and Radiological Health (CDRH) has primary jurisdiction for medical device regulation. FDA staff provide more information at their Web site: <http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/default.htm>. ([Back to Index](#))

ARE CELLULAR AND PCS TOWERS AND ANTENNAS SAFE?

Cellular radio services transmit using frequencies between 824 and 894 megahertz (MHz). Transmitters in the Personal Communications Service (PCS) use frequencies in the range of 1850-1990 MHz.

Antennas used for cellular and PCS transmissions are typically located on towers, water tanks or other elevated structures including rooftops and the sides of buildings. The combination of antennas and associated electronic equipment is referred to as a cellular or PCS "base station" or "cell site." Typical heights for free-standing base station towers or structures are 50-200 feet. A cellular base station may utilize several "omni-directional" antennas that look like poles, 10 to 15 feet in length, although these types of antennas are less common in urbanized areas.

In urban and suburban areas, cellular and PCS service providers commonly use "sector" antennas for their base stations. These antennas are rectangular panels, e.g., about 1 by 4 feet in size, typically mounted on a rooftop or other structure, but they are also mounted on towers or poles. Panel antennas are usually arranged in three groups of three each. It is common that not all antennas are used for the transmission of RF energy; some antennas may be receive-only.

At a given cell site, the total RF power that could be radiated by the antennas depends on the number of radio channels (transmitters) installed, the power of each transmitter, and the type of antenna. While it is theoretically possible for cell sites to radiate at very high power levels, the maximum power radiated in any direction usually does not exceed 50 watts.

The RF emissions from cellular or PCS base station antennas are generally directed toward the horizon in a relatively narrow pattern in the vertical plane. In the case of sector (panel) antennas, the pattern is fan-shaped, like a wedge cut from a pie. As with all forms of electromagnetic energy, the power density from the antenna decreases rapidly as one moves away from the antenna. Consequently, ground-level exposures are much less than exposures if one were at the same height and directly in front of the antenna.

Measurements made near typical cellular and PCS installations, especially those with tower-mounted antennas, have shown that ground-level power densities are thousands of times less than the FCC's limits for safe exposure. This makes it extremely unlikely that a member of the general public could be exposed to RF levels in excess of FCC guidelines due solely to cellular or PCS base station antennas located on towers or monopoles.

When cellular and PCS antennas are mounted at rooftop locations it is possible that a person could encounter RF levels greater than those typically encountered on the ground. However, once again,

exposures approaching or exceeding the safety guidelines are only likely to be encountered very close to and directly in front of the antennas. For sector-type antennas, RF levels to rear are usually very low. ([Back to Index](#))

For further information on cellular services go to http://wireless.fcc.gov/services/index.htm?job=service_home&id=cellular

ARE CELLULAR AND OTHER RADIO TOWERS LOCATED NEAR HOMES OR SCHOOLS SAFE FOR RESIDENTS AND STUDENTS?

As discussed above, radiofrequency emissions from antennas used for cellular and PCS transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students.

Other antennas, such as those used for radio and television broadcast transmissions, use power levels that are generally much higher than those used for cellular and PCS antennas. Therefore, in some cases there could be a potential for higher levels of exposure to persons on the ground. However, all broadcast stations are required to demonstrate compliance with FCC safety guidelines, and ambient exposures to nearby persons from such stations are typically well below FCC safety limits. ([Back to Index](#))

ARE EMISSIONS FROM RADIO AND TELEVISION BROADCAST ANTENNAS SAFE?

Radio and television broadcast stations transmit their signals via RF electromagnetic waves. There are thousands of radio and TV stations on the air in the United States. Broadcast stations transmit at various RF frequencies, depending on the channel, ranging from about 540 kHz for AM radio up to about 800 MHz for UHF television stations. Frequencies for FM radio and VHF television lie in between these two extremes. Broadcast transmitter power levels range from a few watts to more than 100,000 watts. Some of these transmission systems can be a significant source of RF energy in the local environment, so the FCC requires that broadcast stations submit evidence of compliance with FCC RF guidelines.

The amount of RF energy to which the public or workers might be exposed as a result of broadcast antennas depends on several factors, including the type of station, design characteristics of the antenna being used, power transmitted to the antenna, height of the antenna and distance from the antenna. Note that the power normally quoted for FM and TV broadcast transmitters is the "effective radiated power" or ERP not the actual transmitter power mentioned above. ERP is the transmitter power delivered to the antenna multiplied by the directivity or gain of the antenna. Since high gain antennas direct most of the RF energy toward the horizon and not toward the ground, high ERP transmission systems such as used for UHF-TV broadcast tend to have less ground level field intensity near the station than FM radio broadcast systems with lower ERP and gain values. Also, since energy at some frequencies is absorbed by the human body more readily than at other frequencies, both the frequency of the transmitted signal and its intensity is important. Calculations can be performed to predict what field intensity levels would exist at various distances from an antenna.

Public access to broadcasting antennas is normally restricted so that individuals cannot be exposed to high-level fields that might exist near antennas. Measurements made by the FCC, EPA and others have shown that ambient RF radiation levels in inhabited areas near broadcasting facilities are typically well below the exposure levels recommended by current standards and guidelines. There have been a few situations around the country where RF levels in publicly accessible areas have been found to be higher than those recommended in applicable safety standards. As they have been identified, the FCC has required that stations at those facilities promptly bring their combined operations into compliance with our guidelines. Thus, despite the relatively high operating powers of many broadcast stations, such cases are unusual, and members of the general public are unlikely to be exposed to RF levels from broadcast towers that exceed FCC limits.

Antenna maintenance workers are occasionally required to climb antenna structures for such purposes as painting, repairs, or lamp replacement. Both the EPA and OSHA have reported that in such cases it is possible for a worker to be exposed to high levels of RF energy if work is performed on an active tower or in areas immediately surrounding a radiating antenna. Therefore, precautions should be taken to ensure that maintenance personnel are not exposed to unsafe RF fields. ([Back to Index](#))

HOW SAFE ARE RADIO ANTENNAS USED FOR PAGING AND "TWO-WAY" COMMUNICATIONS? WHAT ABOUT "PUSH-TO-TALK" RADIOS SUCH AS "WALKIE-TALKIES?"

"Land-mobile" communications include a variety of communications systems, which require the use of portable and mobile RF transmitting sources. These systems operate in several frequency bands between about 30 and 1000 MHz. Radio systems used by the police and fire departments, radio paging services and business radio are a few examples of these communications systems. They have the advantage of providing communications links between various fixed and mobile locations.

There are essentially three types of RF transmitters associated with land-mobile systems: base-station transmitters, vehicle-mounted transmitters, and hand-held transmitters. The antennas and power levels used for these various transmitters are adapted for their specific purpose. For example, a base-station antenna must radiate its signal to a relatively large area, and therefore, its transmitter generally has to

use higher power levels than a vehicle-mounted or hand-held radio transmitter. Although base-station antennas usually operate with higher power levels than other types of land-mobile antennas, they are normally inaccessible to the public since they must be mounted at significant heights above ground to provide for adequate signal coverage. Also, many of these antennas transmit only intermittently. For these reasons, base-station antennas are generally not of concern with regard to possible hazardous exposure of the public to RF radiation. Studies at rooftop locations have indicated that high-powered paging antennas may increase the potential for exposure to workers or others with access to such sites, e.g., maintenance personnel. This could be a concern especially when multiple transmitters are present. In such cases, restriction of access or other mitigation actions may be necessary.

Transmitting power levels for vehicle-mounted land-mobile antennas are generally less than those used by base-station antennas but higher than those used for hand-held units. Some manufacturers recommend that users and other nearby individuals maintain some minimum distance (e.g., 1 to 2 feet) from a vehicle-mounted antenna during transmission or mount the antenna in such a way as to provide maximum shielding for vehicle occupants. Studies have shown that this is probably a conservative precaution, particularly when the percentage of time an antenna is actually radiating is considered.

Unlike cellular telephones, which transmit continuously during a call, two-way radios normally transmit only when the "push-to-talk" button is depressed. This significantly reduces exposure, and there is no evidence that there would be a safety hazard associated with exposure from vehicle-mounted, two-way antennas when the manufacturer's recommendations are followed.

Hand-held "two-way" portable radios such as walkie-talkies are low-powered devices used to transmit and receive messages over relatively short distances. Because of the low power levels used, the intermittency of these transmissions ("push-to-talk"), and due to the fact that these radios are held away from the head, they should not expose users to RF energy in excess of safe limits. Although FCC rules do not require routine documentation of compliance with safety limits for push-to-talk two-way radios as it does for cellular and PCS phones (which transmit continuously during use and which are held against the head), most of these radios are tested and the resulting SAR data are available from the FCC's [Equipment Authorization](#) database. Click on the link for "FCC ID Search <imbed hypertext link>.". ([Back to Index](#))

HOW SAFE ARE MICROWAVE AND SATELLITE ANTENNAS?

Point-to-point microwave antennas transmit and receive microwave signals across relatively short distances (from a few tenths of a mile to 30 miles or more). These antennas are usually circular ("dish") or rectangular in shape and are normally mounted on a supporting tower, rooftop, sides of buildings or on similar structures that provide clear and unobstructed line-of-sight paths between both ends of a transmission path. These antennas have a variety of uses, such as relaying long-distance telephone calls, and serving as links between broadcast studios and transmitting sites.

The RF signals from these antennas travel in a directed beam from a transmitting antenna to the receiving antenna, and dispersion of microwave energy outside of this narrow beam is minimal or insignificant. In addition, these antennas transmit using very low power levels, usually on the order of a few watts or less. Measurements have shown that ground-level power densities due to microwave directional antennas are normally thousands of times or more below recommended safety limits.

Moreover, microwave tower sites are normally inaccessible to the general public. Significant exposures from these antennas could only occur in the unlikely event that an individual were to stand directly in front of and very close to an antenna for a period of time.

Ground-based antennas used for satellite-earth communications typically are parabolic "dish" antennas, some as large as 10 to 30 meters in diameter, that are used to transmit ("uplink") or receive ("downlink") microwave signals to or from satellites in orbit around the earth. These signals allow delivery of a variety of communications services, including television network programming, electronic newsgathering and point-of-sale credit card transactions. Some satellite-earth station antennas are used only to receive RF signals (i.e., like the satellite television antenna used at a residence), and because they do not transmit, RF exposure is not an issue for those antennas.

Since satellite-earth station antennas are directed toward satellites above the earth, transmitted beams point skyward at various angles of inclination, depending on the particular satellite being used. Because of the longer distances involved, power levels used to transmit these signals are relatively large when compared, for example, to those used by the terrestrial microwave point-to-point antennas discussed above. However, as with microwave antennas, the beams used for transmitting earth-to-satellite signals are concentrated and highly directional, similar to the beam from a flashlight. In addition, public access would normally be restricted at uplink sites where exposure levels could approach or exceed safe limits.

Although many satellite-earth stations are "fixed" sites, portable uplink antennas are also used, e.g., for electronic news gathering. These antennas can be deployed in various locations. Therefore, precautions may be necessary, such as temporarily restricting access in the vicinity of the antenna, to avoid exposure to the main transmitted beam. In general, however, it is unlikely that a transmitting earth station antenna would routinely expose members of the public to potentially harmful levels of RF energy. ([Back to Index](#))

ARE RF EMISSIONS FROM AMATEUR RADIO STATIONS HARMFUL?

There are hundreds of thousands of amateur radio operators ("hams") worldwide. Amateur radio operators in the United States are licensed by the FCC. The Amateur Radio Service provides its members with the opportunity to communicate with persons all over the world and to provide valuable public service functions, such as making communications services available during disasters and emergencies. Like all FCC licensees, amateur radio operators are required to comply with the FCC's guidelines for safe human exposure to RF fields. Under the FCC's rules, amateur operators can transmit with power levels of up to 1500 watts. However, most operators use considerably less power than this maximum. Studies by the FCC and others have shown that most amateur radio transmitters would not normally expose persons to RF levels in excess of safety limits. This is primarily due to the relatively low operating powers used by most amateurs, the intermittent transmission characteristics typically used and the relative inaccessibility of most amateur antennas. As long as appropriate distances are maintained from amateur antennas, exposure of nearby persons should be well below safety limits.

To help ensure compliance of amateur radio facilities with RF exposure guidelines, both the FCC and American Radio Relay League (ARRL) have issued publications to assist operators in evaluating compliance for their stations. The FCC's publication (Supplement B to [OET Bulletin 65](#)) can be viewed and downloaded elsewhere at this Web site (see "OET RF Safety Bulletins"). ([Back to Index](#))

WHAT IS THE FCC'S POLICY ON RADIOFREQUENCY WARNING SIGNS? FOR EXAMPLE, WHEN SHOULD SIGNS BE POSTED, WHERE SHOULD THEY BE LOCATED AND WHAT SHOULD THEY SAY?

Radiofrequency warning or "alerting" signs should be used to provide information on the presence of RF radiation or to control exposure to RF radiation within a given area. Standard radiofrequency hazard warning signs are commercially available from several vendors. Appropriate signs should incorporate the format recommended by the Institute for Electrical and Electronics Engineers (IEEE) and as specified in the IEEE standard: IEEE C95.2-1999 (Web address: www.ieee.org). Guidance concerning the placement of signs can be found in IEEE Standard C95.7-2005. When signs are used, meaningful information should be placed on the sign advising affected persons of: (1) the nature of the potential hazard (i.e., high RF fields), (2) how to avoid the potential hazard, and (3) whom to contact for additional information. In some cases, it may be appropriate to also provide instructions to direct individuals as to how to work safely in the RF environment of concern. Signs should be located prominently in areas that will be readily seen by those persons who may have access to an area where high RF fields are present. ([Back to Index](#))

CAN IMPLANTED ELECTRONIC CARDIAC PACEMAKERS BE AFFECTED BY NEARBY RF DEVICES SUCH AS MICROWAVE OVENS OR CELLULAR TELEPHONES?

Over the past several years there has been concern that signals from some RF devices could interfere with the operation of implanted electronic pacemakers and other medical devices. Because pacemakers are electronic devices, they could be susceptible to electromagnetic signals that could cause them to malfunction. Some anecdotal claims of such effects in the past involved emissions from microwave ovens. However, it has never been shown that the RF energy from a properly operating microwave oven is strong enough to cause such interference.

Some studies have shown that mobile phones can interfere with implanted cardiac pacemakers if a phone is used in close proximity (within about 8 inches) of a pacemaker. It appears that such interference is limited to older pacemakers, which may no longer be in use. Nonetheless, to avoid this potential problem, pacemaker patients can avoid placing a phone in a pocket close to the location of their pacemaker or otherwise place the phone near the pacemaker location during phone use. Patients with pacemakers should consult with their physician or the FDA if they believe that they may have a problem related to RF interference. Further information on this is available from the [FDA website for Radiation-Emitting Products](#). ([Back to Index](#))

DOES THE FCC REGULATE EXPOSURE TO THE ELECTROMAGNETIC RADIATION FROM MICROWAVE OVENS, TELEVISION SETS AND COMPUTER MONITORS?

The Commission does not regulate exposure to emissions from these devices. Protecting the public from harmful radiation emissions from these consumer products is the responsibility of the U.S. Food and Drug Administration (FDA). Inquiries should be directed to the FDA's Center for Devices and Radiological Health (CDRH), and, specifically, to the CDRH Office of Compliance at (301) 594-4654. ([Back to Index](#))

DOES THE FCC ROUTINELY MONITOR RADIOFREQUENCY RADIATION FROM ANTENNAS?

The FCC does not have the resources or the personnel to routinely monitor the emissions for all of the thousands of transmitters that are subject to FCC jurisdiction. However, the FCC does have measurement instrumentation for evaluating RF levels in areas that may be accessible to the public or to workers. If there is evidence of potential non-compliance with FCC exposure guidelines for an FCC-regulated facility, staff from the FCC's Office of Engineering and Technology or the Enforcement Bureau can conduct an investigation, and, if appropriate, perform actual measurements. It should be emphasized that the FCC does not perform RF exposure investigations unless there is a reasonable expectation that the FCC exposure limits may be exceeded. Potential exposure problems should be brought to the FCC's attention by contacting the FCC at: 1-888-225-5322 or by e-mailing: rfsafety@fcc.gov. ([Back to Index](#))

DOES THE FCC MAINTAIN A DATABASE THAT INCLUDES INFORMATION ON THE LOCATION AND TECHNICAL PARAMETERS OF ALL OF THE TRANSMITTER SITES IT REGULATES?

ATTACHMENT # 11

The Commission does not have a comprehensive, transmitter-specific database for all of the services it regulates. The Commission has information for some services such as radio and television broadcast stations, and many larger antenna towers are required to register with the FCC if they meet certain criteria. In those cases, location information is generally specified in terms of degrees, minutes, and seconds of latitude and longitude. In some services, licenses are allowed to utilize additional transmitters or to increase power without notifying the Commission. Other services are licensed by geographic area, such that the Commission has no knowledge concerning the actual number or location of transmitters within that geographic area.

The FCC General Menu Reports (GenMen) search engine unites most of the Commission's licensing databases under a single umbrella. Databases included are the Wireless Telecommunications Bureau's ULS, the Media Bureau's CDBS, COALS (cable data) and BLS, and the International Bureau's IBFS. Entry points or search options in the various databases include frequency, state/county, latitude/longitude, call sign and licensee name.

The FCC also publishes, generally on a weekly basis, bulk extracts of the various Commission licensing databases. Each licensing database has its own unique file structure. These extracts consist of multiple, very large files. OET maintains an index to these databases.

OET has developed a Spectrum Utilization Study Software tool-set that can be used to create a Microsoft Access version of the individual exported licensing databases and then create MapInfo "mid" and "mif" files so that radio assignments can be plotted. This experimental software is used to conduct internal spectrum utilization studies needed in the rulemaking process. While the FCC makes this software available to the public, no technical support is provided.

For further information on the Commission's existing databases, please contact Donald Campbell at donald.campbell@fcc.gov or 202-418-2405. ([Back to Index](#))

WHICH OTHER FEDERAL AGENCIES HAVE RESPONSIBILITIES RELATED TO POTENTIAL RF HEALTH EFFECTS?

Certain agencies in the Federal Government have been involved in monitoring, researching or regulating issues related to human exposure to RF radiation. These agencies include the Food and Drug Administration (FDA), the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the National Telecommunications and Information Administration (NTIA) and the Department of Defense (DOD).

By authority of the Radiation Control for Health and Safety Act of 1968, the Center for Devices and Radiological Health (CDRH) of the FDA develops performance standards for the emission of radiation from electronic products including X-ray equipment, other medical devices, television sets, microwave ovens, laser products and sunlamps. The CDRH established a product performance standard for microwave ovens in 1971 limiting the amount of RF leakage from ovens. However, the CDRH has not adopted performance standards for other RF-emitting products. The FDA is, however, the lead federal health agency in monitoring the latest research developments and advising other agencies with respect to the safety of RF-emitting products used by the public, such as cellular and PCS phones.

The FDA's microwave oven standard is an emission standard (as opposed to an exposure standard) that allows specific levels of microwave energy leakage (measured at five centimeters from the oven surface). The standard also requires ovens to have two independent interlock systems that prevent the oven from generating microwaves if the latch is released or if the door of the oven is opened. The FDA has stated that ovens that meet its standards and are used according to the manufacturer's recommendations are safe for consumer and industrial use. More information is available from: [FDA's website for Radiation-Emitting Products](#).

The EPA has, in the past, considered developing federal guidelines for public exposure to RF radiation. However, EPA activities related to RF safety and health are presently limited to advisory functions. For example, the EPA chairs an Inter-agency Radiofrequency Working Group, which coordinates RF health-related activities among the various federal agencies with health or regulatory responsibilities in this area.

OSHA is part of the U.S. Department of Labor, and is responsible for protecting workers from exposure to hazardous chemical and physical agents. In 1971, OSHA issued a protection guide for exposure of workers to RF radiation [29 CFR 1910.97]. However, this guide was later ruled to be only advisory and not mandatory. Moreover, it was based on an earlier RF exposure standard that has now been revised. At the present time, OSHA uses the IEEE and/or FCC exposure guidelines for enforcement purposes under OSHA's "general duty clause" (for more information see: www.osha.gov/SLTC/radiofrequencyradiation/).

NIOSH is part of the U.S. Department of Health and Human Services. It conducts research and investigations into issues related to occupational exposure to chemical and physical agents. NIOSH has, in the past, undertaken to develop RF exposure guidelines for workers, but final guidelines were never adopted by the agency. NIOSH conducts safety-related RF studies through its Physical Agents Effects Branch in Cincinnati, Ohio.

The NTIA is part of the U.S. Department of Commerce and is responsible for authorizing Federal Government use of the RF electromagnetic spectrum. Like the FCC, the NTIA also has NEPA

responsibilities and has considered adopting guidelines for evaluating RF exposure from U.S. Government transmitters such as radar and military facilities. ([Back to Index](#))

CAN LOCAL AND STATE GOVERNMENTAL BODIES ESTABLISH LIMITS FOR RF EXPOSURE?

In the United States, some local and state jurisdictions have also enacted rules and regulations pertaining to human exposure to RF energy. However, the Telecommunications Act of 1996 contained provisions relating to federal jurisdiction to regulate human exposure to RF emissions from certain transmitting devices. In particular, Section 704 of the Act states that, "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." Further information on FCC policy with respect to facilities siting is available from the FCC's Wireless Telecommunications Bureau (see <http://wireless.fcc.gov/siting/>). ([Back to Index](#))

WHERE CAN I OBTAIN MORE INFORMATION ON POTENTIAL HEALTH EFFECTS OF RADIOFREQUENCY ENERGY?

Although relatively few offices or agencies within the Federal Government routinely deal with the issue of human exposure to RF fields, it is possible to obtain information and assistance on certain topics from the following federal agencies, all of which also have Internet Web sites.

FDA: For information about radiation from microwave ovens and other consumer and industrial products contact: Center for Devices and Radiological Health (CDRH), Food and Drug Administration. [[FDA website for Radiation-Emitting Products](#)]

EPA: The Environmental Protection Agency's Office of Radiation Programs is responsible for monitoring potential health effects due to public exposure to RF fields. Contact: Environmental Protection Agency, Office of Radiation and Indoor Air, Washington, D.C. 20460, (202) 564-9235. [[EPA Non-Ionizing Radiation Web Page](#)]

OSHA: The Occupational Safety and Health Administration's (OSHA) Health Response Team has been involved in studies related to occupational exposure to RF radiation. [http://www.osha.gov/SLTC/radiation_nonionizing/index.html]

NIOSH: The National Institute for Occupational Safety and Health (NIOSH) conducts research on RF-related safety issues in workplaces and recommends measures to protect worker health. Contact: NIOSH, Engineering and Physical Hazards Branch, Mail Stop R-5, 4676 Columbia Parkway, Cincinnati, Ohio 45226, or phone 1-513-841-4221. Toll-free public inquiries: 1-800-CDC-INFO (1-800-232-4636), or by email: cdcinfo@cdc.gov. Internet information on workplace RF safety: <http://www.cdc.gov/niosh/topics/emf/#rffields>.

NCI: The National Cancer Institute, part of the U.S. National Institutes of Health, conducts and supports research, training, health information dissemination, and other programs with respect to the cause, diagnosis, prevention, and treatment of cancer. Contact: NCI Public Inquiries Office, 6116 Executive Boulevard, Room 3036A, Bethesda, MD 20892-8322. [<http://www.cancer.gov/cancertopics/factsheet/Risk/cellphones>]

Toll-free number: 1-800-4-CANCER (1-800-422-6237).

FCC: Questions regarding potential RF hazards from FCC-regulated transmitters can be directed to the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C. 20554; Phone: 1-888-225-5322; E-mail: rf-safety@fcc.gov; or go to: www.fcc.gov/oet/rfsafety.

In addition to federal government agencies, there are other sources of information regarding RF energy and health effects. Some states and localities maintain non-ionizing radiation programs or, at least, some expertise in this field, usually in a department of public health or environmental control. The following table lists some representative Internet Web sites that provide information on this topic. However, the FCC neither endorses nor verifies the accuracy of any information provided at these sites. They are being provided for information only. ([Back to Index](#))

- **Bioelectromagnetics Society:** <http://www.bioelectromagnetics.org/>
- **EPA's RadTown USA:** <http://www.epa.gov/radtown/>
- **International Commission on Non-Ionizing Radiation Protection (ICNIRP Europe):** <http://www.icnirp.de/>
- **IEEE Committee on Man & Radiation:** <http://ewh.ieee.org/soc/embs/comar/>
- **Microwave News:** <http://www.microwavenews.com/>
- **National Council on Radiation Protection & Measurements:** <http://www.ncrponline.org/>
- **NJ Dept Radiation Protection:** <http://www.nj.gov/dep/rpp/nrs/index.htm>
- **RFCom (Canada):** <http://www.rfcom.ca/welcome/index.shtml>
- **Wireless Industry (CTIA):** <http://www.ctia.org/>
- **World Health Organization (WHO):** <http://www.who.ch/peh-emf>
- **Germany's EMF Portal:** <http://www.emf-portal.de/>

For more information on this topic please note:



Federal Communications Commission


[Home](#) / [The FCC](#) / [FCC Encyclopedia](#) / [Radio Frequency Safety](#)

FCC Encyclopedia

[Print](#) [Email](#)

Radio Frequency Safety

Many consumer and industrial products make use of some form of electromagnetic energy. Because of its regulatory responsibilities in this area the Federal Communications Commission (FCC) often receives inquiries concerning the potential safety hazards of human exposure to radio-frequency (RF) energy. The information on this page provides answers and information to inquiries regarding RF safety.

Background

FCC Policy on Human Exposure to Radio frequency Electromagnetic Fields

The FCC is required by the National Environmental Policy Act of 1969, among other things, to evaluate the effect of emissions from FCC-regulated transmitters on the quality of the human environment. Several organizations, such as the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers, Inc. (IEEE), and the National Council on Radiation Protection and Measurements (NCRP) have issued recommendations for human exposure to RF electromagnetic fields. On August 1, 1996, the Commission adopted the NCRP's recommended Maximum Permissible Exposure limits for field strength and power density for the transmitters operating at frequencies of 300 kHz to 100 GHz. In addition, the Commission adopted the specific absorption rate (SAR) limits for devices operating within close proximity to the body as specified within the ANSI/IEEE C95.1-1992 guidelines. (See Report and Order, FCC96-326) The Commission's requirements are detailed in Parts 1 and 2 of the FCC's Rules and Regulations [47 C.F.R. 1.1307(b), 1.1310, 2.1091, 2.1093]. The potential hazards associated with RF electromagnetic fields are discussed in OET Bulletin No. 56, "Questions and Answers About the Biological Effects and Potential Hazards of Radio frequency Electromagnetic Fields."

[More Info....](#)

3/29/13

FCC Advances Procedures on RF Safety Rules: On March 27, 2013, the FCC voted to advance its review of its various rules pertaining to the implementation of the National Environmental Policy Act (NEPA) requirements related to radiofrequency (RF) emissions from radio transmitters. The FCC has divided this process into three parts: a *Report and Order (Order)* and a *Further Notice of Proposed Rulemaking (Further Notice)* in ET Docket No. 03-137, and a *Notice of Inquiry (Inquiry)* in a new docket, ET Docket No. 13-84. In the *Order* the FCC concludes several technical and semantic issues initiated in 2003 that revise and update its regulations implementing NEPA. In the *Further Notice* the FCC proposes to further update and revise its procedures beyond its 2003 proposals. In the *Inquiry* the FCC requests comment to determine whether its RF exposure limits and policies need to be reassessed. Since consideration of the limits themselves is explicitly outside of the scope of ET Docket No. 03-137, the FCC opens a new docket, ET Docket No. 13-84, with the *Inquiry* to consider these limits in light of more recent developments. The *Inquiry* is intended to open discussion on both the currency of our RF exposure limits and possible policy approaches regarding RF exposure. While the FCC has continuously monitored research and conferred with experts in this field, and is confident in its RF exposure guidelines and the soundness of the basis for its rules, it is a matter of good government to periodically reexamine regulations and their implementation. The FCC looks forward to developing a complete record by soliciting the input of qualified expert agencies and organizations and the public, to determine whether the current rules and policies should remain unchanged, or should be relaxed or tightened.

[Report & Order: Word | Acrobat](#)

[More RF Safety related releases....](#)

Frequently Asked Questions (FAQ)

Human Exposure to RF

- **Radio frequency Energy FAQs** This section contains answers to the most frequently asked questions received by the Commission concerning RF fields and their application. Also, see OET Bulletin 56 and a brief addendum (added in 1997) regarding guidelines for evaluating human exposure.

Consumer Facts:

- **Cell Phones: Wireless Devices and Health Concerns**
- **Towers: Cellular and PCS sites**
- **Human Exposure from Vehicle Mounted Antennas**
- **General Wireless Device FAQ's**

Cellular Telephone Specific Absorption Rate (SAR)

The SAR is a value that corresponds to the relative amount of RF energy absorbed in the head of a user of a wireless handset. The FCC limit for public exposure from cellular telephones is an SAR level of 1.6 watts per kilogram (1.6 W/kg). Specific Absorption Rate (SAR) for Wireless Phones and Devices Available at FCC Web Site. Please see the SAR Information page on the Consumer & Governmental Affairs Bureau for links to cellular phone manufacturers.

[More Info...](#)

OET RF Safety Publications

OET Bulletin No. 56: *Questions and Answers About Biological Effects Potential Hazards of Radio frequency Electromagnetic Fields (Fourth Edition, August 1999)*

This is an informative bulletin written as a result of increasing interest and concern of the public with respect to this issue. The expanding use of radio frequency technology has resulted in speculation concerning the alleged "electromagnetic pollution" of the environment and the potential dangers of exposure to non-ionizing radiation. This publication is designed to provide factual information to the public by answering some of the most commonly asked questions.

OET Bulletin No. 65: *Evaluating Compliance With FCC Guidelines for Human Exposure to Radio frequency Electromagnetic Fields*

This technical bulletin was issued to provide guidance in the implementation of the Commission's new exposure limits and policies. The bulletin provides acceptable methods of determining compliance Commission limits through the use of mathematical and empirical models.

- **Supplement A:** Additional Information for Radio and Television Broadcast Stations
- **Supplement B:** Additional Information for Amateur Radio Stations
- **Supplement C:** Additional Information for Evaluating Compliance of Mobile and Portable Devices with FCC Limits for Human Exposure to Radio frequency Emissions

A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance.

The LSGAC and the FCC have developed this guide to aid local governmental officials and citizens in understanding safety issues related to radio frequency emissions from telecommunications towers. [Word97 | Acrobat | News Release]

Software**FM Model for Windows Software Program**

FM Model, a program created by Commission staff, is based on a model originally developed by the EPA, to predict ground-level RF power density in the vicinity of towers supporting FM radio broadcast antennas. This model has been found to be very useful for applications when it is desired to predict RF field levels on the ground near simple FM radio installations. If you have any questions about this program please contact the RF Safety Program.

RF Safety Quick Links**FDA Website**

Visit the FDA consumer information wireless phone website.

RF Safety bulletins

Bulletin 56 *Questions and Answers about Biological Effects and Potential Hazards of Radio frequency Electromagnetic Fields*

Bulletin 65 *Evaluating Compliance With FCC Guidelines for Human Exposure to Radio frequency Electromagnetic Fields*

Federal Communications Commission
445 12th Street SW, Washington, DC 20554
Phone: 1-888-225-5322
TTY: 1-888-835-5322
Fax: 1-866-418-0232
Contact Us

Privacy Policy	FCC Digital Strategy
Moderation Policy	Open Government Directive
Website Policies & Notices	Plain Writing Act
Required Browser & Plug-Ins	2009 Recovery and Reinvestment Act
FOIA	RSS Feeds & Email Updates
No Fear Act Data	

July 1, 2013

Gadsden County
 Department of Planning & Community Development
 Anthony Matheny, Planning & Community Development Director
 1-B East Jefferson Street
 Post Office Box 1799
 Quincy, Florida 32353-1799

RE: Proposed Telecommunication Tower located at 39 Schwall Road, Havana, Florida 32333

Dear Mr. Matheny:

We reside at 219 Schwall Road (Parcel # 2-11-3N-2W-0000-00310-0000) and understand that Florida Telecom Services, LLC is proposing a 220 foot self-support telecommunication tower at 39 Schwall Road (Parcel # 2-11-3N-2W-0000-00340-0000). Please accept this letter from us as an acknowledgement that we understand that the tower will be constructed approximately 482 feet from our property line and another 1,050 feet to the closest structure on our property and that we have no objections to the construction of the aforementioned tower at 39 Schwall Road. We also understand that the tower will be lit pursuant to Federal Communications Commission / Federal Aviation Administration regulations.

Sincerely,

B.R. Hitson
 B.R. Hitson

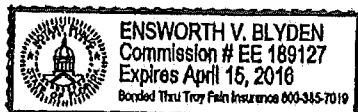
STATE OF FLORIDA
 COUNTY OF GADSDEN

On July 1, 2013, before me,
 _____, Notary Public,
 personally appeared _____,
 for B.R. Hitson, personally known to me (or proved
 to me on the basis of satisfactory evidence) to be
 the person whose name is subscribed to the within
 instrument and acknowledged to me that they
 executed the same in their authorized capacity, and
 that by their signature on the instrument, the person,
 or the entity upon behalf of which the person acted,
 executed the instrument.

WITNESS my hand and official seal.

Ensworth V. Blyden (SEAL)
 Notary Public

My commission expires: 4/15/16



Martha S. Hitson
 Martha S. Hitson

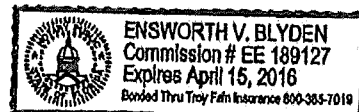
STATE OF FLORIDA
 COUNTY OF GADSDEN

On July 1, 2013, before me,
 _____, Notary Public,
 personally appeared _____,
 for Martha S. Hitson, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be
 the person whose name is subscribed to the within
 instrument and acknowledged to me that they executed
 the same in their authorized capacity, and that by their
 signature on the instrument, the person, or the entity
 upon behalf of which the person acted, executed the
 instrument.

WITNESS my hand and official seal.

Ensworth V. Blyden (SEAL)
 Notary Public

My commission expires: 4/15/16



Gadsden County Board of County Commissioners
Planning Commission Regular Meeting

MINUTES

Thursday, August 15, 2013
6:00p.m.

Board of County Commissioners Meeting Room
7 East Jefferson Street
Quincy, Florida

Present: Commissioner Regina Davis, At - Large Member, Chair
Commissioner Edward Allen, Vice – Chair
Commissioner Dr. Gail Bridges – Bright (arrived late)
Commissioner Diane Sheffield (arrived late)
Commissioner Larry Ganus
Commissioner Mari VanLandingham (absent)
Commissioner David Tranchand
Commissioner Frank Rowan
Commissioner William Chukes
Commissioner Ed Dixon (arrived late)
Commissioner Catherine Robinson (absent)
Commissioner Isaac Simmons, School Board Representative
Jill Jeglie, Interim Planning & Community Development Director
Willie Brown, Principal Planner
Beryl H. Wood, Deputy Clerk

1. PLEDGE OF ALLEGIANCE

Chair Davis called the meeting to order at 6:10 p.m. with a quorum and led in the Pledge of Allegiance to the U.S. flag.

2. INTRODUCTION OF MEMBERS/ROLL CALL

Each member present stated his or her name and district for the record.

3. Approval of Minutes:

▪ June 27, 2013

UPON MOTION BY COMMISSIONER TRANCHAND AND SECOND BY COMMISSIONER ROWAN, THE COMMISSION VOTED 7 – 0, BY VOICE VOTE, FOR APPROVAL OF THE JUNE 27, 2013 WITH NECESSARY CORRECTIONS.

Commissioner Dr. Gail Bridges – Bright arrived at this juncture of the meeting.

by the City Fire Chief and the Planning Commission.

Commissioner Tranchand motion to approve Option 1 and it was seconded by Commissioner Rowan.

Commissioner Dixon questioned if the Fire Marshall could give 2 inspections, at least two.

Mr. Pons said he has no problem with additional inspections.

It was later determined the wording read at least two inspections, so there was no need for amendment to the motion.

UPON MOTION BY COMMISSIONER TRANCHAND AND SECOND BY COMMISSIONER ROWAN, THE COMMISSION VOTED 9 – 1, BY VOICE VOTE, TO APPROVE OPTION 1 AS STATED ABOVE. (COMMISSIONER GANUS OPPOSED THE MOTION.)

6. **PUBLIC HEARING (Quasi-Judicial)** – Florida Telecom Services, L.L.C. (SP-2013-05) – Preliminary Site Plan Approval for PID#2-11-3N-2W-0000-00340-0000. A Public Hearing to consider approval of a preliminary site plan with deviations from supporting lattice telecommunication tower at 39 Schwall Road at the Peavy and Son Construction within the Industrial Land Use District. (BOCC 09/17/2013)

Mr. Willie Brown, Principal Planner for the County was sworn by deputy clerk and gave overview. John L. Ruth, Managing Member of Florida Telecom Services as agent, is requesting Preliminary Site Plan approval with four deviations to allow a 220-foot Self Supporting Lattice Tower within a 70-foot by 50-foot leased area enclosed by a 6-foot fence and evergreen landscaping on Peavy and Son Construction site at 39 Schwall Road (Parcel Tax ID#2-11-3N-2W-0000-00340-0000). Deviations from Subsections 5805 (A).1, 5805 (A).2, 5805 (B).2, and 5806 (A).3 are required for approval of the is application. The overall site consists of twenty (20) acres and is designated "Industrial" on the County's Future Land Use map.

He said this was a Class II, Type II review of a site plan (Subsection 7202.A). The action is considered a quasi-judicial action in conjunction with the advertised public hearing as a Type II action per Subsection 7202 of the Gadsden County Land Development Code (LDC). Per Subsection 7501, a public hearing notice has been mailed to all property owner within 1000-feet of the property. The public notice requirements of Subsection 7501 of the LDC have been met. A Citizen's Bill of Rights meeting has been held.

He then disclosed the requested deviations from the Gadsden County Land Development Code (LDC). The applicant is requesting a total of four (4) deviations from Subsections 5805 (Location) and Subsection 5806 (Proximity to Parcels of Land with Residences) of the LDC as follows:

1. Subsection 5805 (A).1 requires that publicly owned lands be considered for tower development before privately owned lands are developed upon. The nearest county

owned parcel is 1.69 miles away and is located on McNair Road on parcel# 2-13-3N-2W-1533-00000-0001. In a letter dated July 12, 2013 from the agent's RF Engineer to the Gadsden County Planning Director, the applicant states that the nearest county owned parcel is not located within a radius identified to satisfy needed coverage gaps for the northeast area of the county.

2. Subsection 5805 (A).2 requires that existing towers be considered before tower development on new sites are developed upon. The applicant also states in the letter referred to above that the nearest existing privately owned tower is more than two (2) miles away and will not satisfy needed coverage gaps in the area.
3. Subsection 5805(b).1 states that proposed tower sites with 0.5 miles of a Rural Residential District is not permitted. The applicant is requesting a deviation from this requirement because the proposed site satisfies its RF Engineer's coverage gap criteria for the area. The nearest Rural Residential District is 585 feet from the subject leased property, and the nearest resident within a Rural Residential District is 1,950 feet away.
4. Subsection 5806(A).3 requires that towers that are lit at night with red lights shall be at least 7x's the height of the tower from property lines of parcels of land which a residence is located. Florida Telecom is proposing a north property line setback of 2.5x's the height of the tower or 550 feet. The nearest residential structure is 1,950 feet away, and the Federal Aviation Administration (FAA) and Federal Communication Commission (FCC) require towers that are over 200 feet be lit at night with red lights.

He then recommended Option 1: approval of the Florida Telecom Service Preliminary Site Plan (Sp-2013-05) to allow a 220-foot Self Supporting Lattice Tower with a 20-foot access easement, 6-foot surrounding fence and landscape with 6-foot Red Maple Trees and 30-inch Viburnum Hedges on a leased site 3,500 square feet in area on the Peavy and Son Construction site at 39 Schwall Road on parcel #2-11-3N-2W-0000-000340-0000 as permitted by Subsection 5811 (H) of the Land Development Code based on findings in this agenda report and with the following conditions:

- a. Applicant will comply with the conditions of the County Environmental Compliance Review Specialist as follows:
 - i. The word "Evergreen" should be removed from sheet L-1 of the Landscape Plan because the proposed "Red Maple" plant material is not an evergreen plant or change the plant material type.
 - ii. Remove "Note 2" on Sheet L-1 of the Landscape Plan. Grow bags are permitted as and alternative irrigation method in place of an automated underground irrigation system and is more cost effective.
 - iii. Insert close-out requirements on page T-1 of the site plan from Chapter 6, Subsection 6102 (Design Standards), of the Land Development Code under "Scope of Work", or "Construction Notes". Thus, once construction of all required improvements are completed, the applicant shall furnish the County Engineer with "As-Built" plans and profiles which must be prepared by a Licensed Land Surveyor or Engineer.

- b. Deviations granting a waiver from the requirements of Subsection 5805(A).1; Subsection 5805(A).2, Subsection 5805(B).1; and Subsection 5806(A).3 based on the “Analysis and Findings” contained within this report and criteria consistent with Subsection 5811(H) as follows:
 - i. Deviation to waiver from the requirement that towers not be located within 0.5 mile radius of the Rural Residential District.
 - ii. Deviation to waive requirement that towers that are lit at night with red lights be at least 7x's the height of the tower from property lines of parcels of land with a residence.
 - iii. Deviation to waive requirement that towers be located on publicly owned lands.
 - iv. Deviation to waive requirement that towers be located on existing towers in the area.

Commissioner Tranchand asked what a rollback was. He asked would it deteriorate.

Commissioner Dixon asked would the light strobe.

Commissioner Allen asked about the setback.

Chair Davis called for public comment. All were sworn by the deputy clerk before proceeding with discussions.

- **Marion Lasley**, 5 Dante Court, discussed concerns about deviations. She questioned the density of the rural residential was. “According to my figures of 585ft and the code requires 2040 that’s a significant difference. Height of tower from property line. Red lights flashing would be annoying.” She said there was a capability problem and mentioned there was no sign on Hwy 27.
- **Annie McBride**, 17 Schwall Road, discussed concerns on health associated with the towers. She asked why they are being allowed the 4 deviations. She also discussed the precautionary issues. She said the burden of truth should be on applicant not citizens. She also had problems with notification. She asked for some type of study associated with the towers to ease health concerns.

Commissioner Chukes asked how many showed up to the Citizens Bill of Rights.

Mrs. McBride said there were only 4.

- **Michael Dorian**, mentioned the FCC was very hard to work with. He said when they wrote codes they weren’t allowed to talk about safety concerns. He asked Mr. Brown if towers fell could they land near residences.

Mr. Brown responded no; with the height even if it collapsed at full length it would not fall near residences.

- **Roberta Moore**, Planning Consultant, said there would be a blinking light. She commented notification was provided in the Havana Herald, she said the requirement was only once, but they did it twice and sent notification for a ½ mile for citizens. About 93 mail outs. She said for health concerns of telecommunication towers they are directed to FCC to go to their website. She stated FCC would not allow them to answer questions concerning the towers.

Commissioner Sheffield said they would have white lights during the day.

Commissioner Ganus commented only a 1000ft would be notified.

Mr. Brown said mailings were mailed ten days prior to meeting,

Mrs. Jeglie, said the Citizen's Bill of Rights, does not require posting, but mail-outs and 3 papers, Regular Meeting all was posted.

Commissioner Allen said if they turned down enough request regarding towers FCC would come out answer questions regarding the towers.

- **John Ruth**, Managing Member of Florida Telecom Services, said he would love to answer questions concerning health. However, FCC forbids. He said the FCC website is full of information. He said this was due to him not being an expert concerning these issues, so FCC won't allow us to answer questions.

Commissioner Sheffield asked was this is new development design.

Mr. Ruth said it was not.

Commissioner Dixon asked would the light strode or not.

Mr. Ruth commented it appears to be blinking.

Commissioner Ganus what process did you use, to pick location.

Mr. Ruth said the carriers chose the spot.

Commissioner Chukes voiced his problem is with health concerns.

Mr. Brown said there are 46 existing towers already in Gadsden County. He said legally we can only discuss the 4 legal deviations.

Commissioner Allen motioned and it was seconded by Commissioner Simmons, to table

the approval of Florida Telecom Services until they could visit web site concerning health related concerns.

Commissioner Chukes and Dixon voiced concerns.

Chair Davis voiced the motion before them does not deal with the legality.

Commissioner Allen withdrew the motion.

Commissioner Dixon seconded by Commissioner Sheffield motioned to approve option 1.

Commissioner Tranchand voiced concerned with all the variances and said it may be precedent setting.

Commissioner Rowan said staff has researched and he agrees with them.

Commissioner Dixon called the question.

UPON MOTION BY COMMISSIONER DIXON AND SECOND BY COMMISSIONER SHEFFIELD, THE COMMISSION VOTED 6 – 4, BY VOICE VOTE, FOR APPROVAL OF OPTION 1 AS STATED ABOVE. (COMMISSIONER'S GANUS, TRANCHAND, ALLEN AND CHUKES OPPOSED THE MOTION.) MOTION PASSED.

Chair Davis mentioned that this would be forwarded to the Board of County Commission and they could address additional concerns there.

7. **PUBLIC HEARING (Quasi-Judicial) – V-Stop Variance Request (Douglas City L.L.C.) (V-2013-01)** – Variance approval is requested for PID#3-09-2N-4W-0000-00212-0100 located at 16854 Blue Star Highway, Quincy, to consider three variance to allow the expansion and replacement of an existing 912⁺ square foot canopy with a 2,050 square foot canopy and two gasoline dispensers. Variances are requested to the roadway and corridor road setbacks. (BOCC 09/17/2013)

Jill Jeglie was sworn by deputy clerk, she then discussed the V-Stop Variance Request. Douglas City LLC, The applicant, with Ed Hinson as the representative, request three (3) variances from the Gadsden County Land Development Code (LDC). These variances are necessary to allow the applicant to expand and replace the existing canopy over two (2) new gasoline dispensers at their convenience store and gasoline station located at 16854 Blue Star Highway, Quincy, Florida 32351, Tax Parcel ID #3-0-2N-4W-0000-00212-0100. The following variances are requested:

- Major Collector Setback – A variance request is proposed to reduce the required 110' foot setback from the centerline of S.R. 12 (Greensboro Highway) right-of-way (r-o-w), a major

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PRINT CLOSE

Cellular Phone Towers

Cellular (cell) phones first became widely available in the United States in the 1990s, but since then their use has increased dramatically. The widespread use of cell phones has led to cell phone towers being placed in many communities. These towers, also called *base stations*, have electronic equipment and antennas that receive and transmit radiofrequency (RF) signals.

How do cellular phone towers work?

Cell phone base stations may be free-standing towers or mounted on existing structures, such as trees, water tanks, or tall buildings. The antennas need to be high enough so they can adequately cover the area. Base stations are usually from 50-200 feet high.

Cell phones communicate with nearby cell towers mainly through radiofrequency (RF) waves, a form of energy in the electromagnetic spectrum between FM radio waves and microwaves. Like FM radio waves, microwaves, visible light, and heat, they are forms of non-ionizing radiation. This means they cannot cause cancer by directly damaging DNA. RF waves are different from stronger types of radiation such as x-rays, gamma rays, and ultraviolet (UV) light, which can break the chemical bonds in DNA.

At very high levels, RF waves can heat up body tissues. (This is the basis for how microwave ovens work.) But the levels of energy used by cell phones and towers are much lower.

When a person makes a cell phone call, a signal is sent from the phone's antenna to the nearest base station antenna. The base station responds to this signal by assigning it an available radiofrequency channel. RF waves transfer the voice information to the base station. The voice signals are then sent to a switching center, which transfers the call to its destination. Voice signals are then relayed back and forth during the call.

How are people exposed to the energy from cellular phone towers?

As people use cell phones to make calls, signals are transmitted back and forth to the base station. The RF waves produced at the base station are given off into the environment, where people can be exposed to them.

The energy from a cellular phone tower antenna, like that of other telecommunication antennas, is directed toward the horizon (parallel to the ground), with some downward scatter. Base station antennas use higher power levels than other types of land-mobile antennas, but much lower levels than those from radio and television broadcast stations. The amount of energy decreases rapidly with increasing distance from the antenna. As a result, the level of exposure to radio waves at ground level is very low compared to the level close to the antenna.

Public exposure to radio waves from cell phone tower antennas is slight for several reasons. The power levels are relatively low, the antennas are mounted high above ground level, and the signals are transmitted intermittently, rather than constantly.

At ground level near typical cellular base stations, the amount of RF energy is thousands of times less than the limits for safe exposure set by the US Federal Communication Commission (FCC) and other regulatory authorities. It is very unlikely that a person could be exposed to RF levels in excess of these limits just by being near a cell phone tower.

When a cellular antenna is mounted on a roof, it is possible that a person on the roof could be exposed to RF levels greater than those typically encountered on the ground. But even then, exposure levels approaching or exceeding the FCC safety guidelines are only likely to be found very close to and directly in front of the antennas. If this is the case, access to these areas should be limited.

The level of RF energy inside buildings where a base station is mounted is typically much lower than the level outside, depending on the construction materials of the building. Wood or cement block reduces the exposure level of RF radiation by a factor of about 10. The energy level *behind* an antenna is hundreds to thousands of times lower than in front. Therefore, if an antenna is mounted on the side of a building, the exposure level in the room directly behind the wall is typically well below the recommended exposure limits.

Do cellular phone towers cause cancer?

Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there is very little evidence to support this idea. In theory, there are some important points that would argue against cellular phone towers being able to cause cancer.

First, the energy level of radiofrequency (RF) waves is relatively low, especially when compared with the types of radiation that are known to increase cancer risk, such as gamma rays, x-rays, and ultraviolet (UV) light. The energy of RF waves given off by cell phone towers is not enough to break chemical bonds in DNA molecules, which is how these stronger forms of radiation may lead to cancer.

A second issue has to do with wavelength. RF waves have long wavelengths, which can only be concentrated to about an inch or two in size. This makes it unlikely that the energy from RF waves could be concentrated enough to affect individual cells in the body.

Third, even if RF waves were somehow able to affect cells in the body at higher doses, the level of RF waves present at ground level is very low – well below the recommended limits. Levels of energy from RF waves near cell phone towers are not significantly different from the background levels of RF radiation in urban areas from other sources, such as radio and television broadcast stations.

For these reasons, most scientists agree that cell phone antennas or towers are unlikely to cause cancer.

Studies in people

Very few human studies have focused specifically on cellular phone towers and cancer risk.

In one large study, British researchers compared a group of more than 1,000 families of young children with cancer against a similar group of families of children without cancer. They found no link between a mother's exposure to the towers during pregnancy (based on the distance from the home to the nearest tower and on the amount of energy given off by nearby towers) and the risk of early childhood cancer.

In another study, researchers compared a group of more than 2,600 children with cancer to a group of similar children without cancer. They found that those who lived in a town that could have exposed them to higher than average RF radiation from cellular phone towers in the previous 5 years had a slightly higher risk of cancer, although not of any certain type of cancer (like leukemia or brain tumors). This study estimated the children's possible exposure based on the number of towers in their town and how strong the signals were from the towers. It did not look at actual exposure of any individual child based on how far their home or school was from a tower.

One study looked for signs of DNA and cell damage in blood cells as a possible indicator of cancer-causing potential. They found that the damage was no worse in people who lived near a cell phone tower as compared with those didn't.

The amount of exposure from living near a cell phone tower is typically many times lower than the exposure from using a cell phone. About 30 studies have looked at possible links between cell phone use and tumors in people. Most studies to date have not found a link between cell phone use and the development of tumors, although these studies have had some important limitations. This is an area of active research. For more information, see the document, *Cellular Phones*.

Studies done in the lab

Laboratory studies have looked at whether the types of RF waves used in cell phone communication can cause DNA damage. Most of these studies have supported the idea that the RF waves given off by cell phones and towers don't have enough energy to damage DNA directly.

Some scientists have reported that the RF waves may produce other effects in human cells (in lab dishes) that might possibly help tumors grow. However, these studies have not been verified, and these effects weren't seen in a study that looked at the blood cells from people living near a cellular phone tower.

Several studies in rats and mice have looked at whether RF energy might promote the development of tumors caused by other known carcinogens (cancer-causing agents). These studies did not find evidence of tumor promotion. Research in this area continues.

What expert agencies say

About cell phone towers

The 3 expert agencies that usually classify cancer-causing exposures (carcinogens) – the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and the US Environmental Protection Agency (EPA) – have not classified cell phone towers as to their cancer-causing potential.

The **US Federal Communications Commission (FCC)** has said this about cell phone towers near homes or schools:

"Radiofrequency emissions from antennas used for cellular and PCS [personal communications service] transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students."

About RF radiation

Some of the agencies that classify cancer-causing exposures have, however, made statements about radiofrequency radiation.

The **International Agency for Research on Cancer (IARC)** has classified RF fields as "possibly carcinogenic to humans," based on limited evidence of a possible increase in risk for brain tumors among cell phone users, and inadequate evidence for other types of cancer. (For more information on the IARC classification system, see our document, *Known and Probable Human Carcinogens*.) IARC also noted that exposure to the brain from RF fields from cell phone base stations (mounted on roofs or towers) is less than 1/100th the exposure to the brain from mobile devices such as cell phones.

The **Environmental Protection Agency (EPA)** states:

"Exposure to radio frequency (RF) radiation has climbed rapidly with the advent of cell phones and other wireless technologies. Studies of the link between exposure to RF and to electric and magnetic frequency (EMF) radiation have found RF and EMF to be 'potential carcinogens,' but the data linking RF and EMF to cancer is not conclusive. World wide, health physicists (scientists who study the biological effects of radiation) continue to study the issue."

Do cellular phone towers cause any other health problems?

High levels of RF waves can cause a warming of body tissues, but the energy levels on the ground near a cell phone tower are far below the levels needed to cause this effect. So far, there is no evidence in published scientific reports that cell phone towers cause any other health problems.

Can I limit my exposure?

Cell phone towers are not known to cause any health effects. But if you are concerned about possible exposure from a cell phone tower near your home or office, you can ask a government agency or private firm to measure the RF field strength near the tower (where a person could be exposed) to ensure that it is within the acceptable range.

What should I do if I've been exposed to cellular phone towers?

There is no test to measure whether you have been exposed to RF radiation from cellular phone towers. But as noted above, most researchers and regulatory authorities do not believe that cell phone towers pose health risks under ordinary conditions. If you have additional health concerns, you might want to talk with your doctor.

Additional resources

More information from your American Cancer Society

The following related information may also be helpful to you. These materials may be viewed on our Web site or ordered from our toll-free number, at 1-800-227-2345.

Cellular Phones

Does This Cause Cancer?

Known and Probable Human Carcinogens

Radiation Exposure and Cancer

National organizations and Web sites*

In addition to the American Cancer Society, other sources of information and support include:

Environmental Protection Agency

Home page: www.epa.gov

Understanding radiation: www.epa.gov/radiation/understanding-radiation-overview.html

Federal Communications Commission

RF Safety Program, Office of Engineering and Technology

Web site: www.fcc.gov/oet/rfsafety

Food and Drug Administration

Home page: www.fda.gov

Radiation-emitting products: Cell phones: [www.fda.gov/Radiation-](http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm)

[EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm](http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm)

National Cancer Institute

Toll-free number: 1-800-422-6237 (1-800-4-CANCER)

Home page: www.cancer.gov

Cellular telephone use and cancer risk: www.cancer.gov/cancertopics/factsheet/Risk/cellphones

National Institute of Environmental Health Sciences

Home page: www.niehs.nih.gov

Electric and magnetic fields: www.niehs.nih.gov/health/topics/agents/emf/index.cfm

World Health Organization

Electromagnetic fields and public health: base stations and wireless technologies

Web site: www.who.int/mediacentre/factsheets/fs304/en/index.html

** Inclusion on this list does not imply endorsement by the American Cancer Society*

No matter who you are, we can help. Contact us anytime, day or night, for information and support. Call us at 1-800-227-2345 or visit www.cancer.org.

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Last Medical Review: 01/31/2013

Last Revised: 01/31/2013

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 16, 2013

To: Honorable Chairman and Members of the Board

From: Michael J. Glazer, Assistant County Attorney

Subject: Approval of Second Amendment to the Lease Agreement for the Development of Physician Office Space in the Hospital

Statement of Issue:

This agenda item seeks Board approval of a Second Amendment to the Lease Agreement for the hospital for physician office space in Capital Regional Medical Center-Gadsden Memorial Campus ("CRMC"). This project creates greater potential for increasing the availability of physician services in Gadsden County.

Background and Analysis:

CRMC, representatives of the County and GHI have discussed the possibility of building out approximately one thousand two hundred (1200) square feet of the existing Hospital on the northwest side of the building for the construction of a physician office. The office would be used on a time-share basis by primary care and specialist physicians provided by CRMC. CRMC would create a separate entrance on the west (front) side of the building. In June 2013, Gadsden County, GHI and CRMC entered into a Memorandum of Understanding (MOU) regarding this project; a copy of which is attached. Since then, the Hospital has worked with County staff and, as of this writing, the construction is nearing completion. Per the MOU, the County contributed \$155,000. CRMC paid the remainder of the construction cost along with all costs for furniture, equipment, supplies, etc.

The MOU contemplated the entry of an amendment to the current Lease that would provide that:

- Throughout the Initial Term of the Lease and for any Renewal Terms of the Lease, CRMC will use its best efforts to have primary care and/or specialist physicians (or physician extenders) physically present and providing services in the offices to be created in the Hospital.
- CRMC will pay the County rent for this space in the amount of \$1,000 per month.
- The physicians that use this space will treat Medicaid patients.

The Board of Gadsden Hospital, Inc. met on March 5, 2013 and unanimously voted in favor of the proposed Lease Amendment.

County staff has worked with CRMC and developed the attached Second Amendment to Lease Agreement. I have reviewed and approved the Amendment. As of the writing of this Agenda Request, the attached draft of the Second Amendment to Lease Agreement is still under review by the parent company of CRMC. However, approval is expected and we should have it by the next County Commission meeting. I will provide an update when we receive word from CRMC.

Fiscal Impact:

The County has already contributed its \$155,000 toward the project construction. If the Lease Amendment is approved and executed, the County would receive \$1000 per month from CRMC for this space.

Options:

1. Approve the Second Amendment to Lease Agreement.
2. Do not approve the Second Amendment to Lease Agreement.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Second Amendment to Lease Agreement
2. Memorandum of Understanding

Cc: Nicholas Thomas
Connie McLendon
Craig McMillan, GHI
Brian Cook, CRMC
Alan Keesee, CRMC
Carol Pierson, HCA

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN GADSDEN COUNTY, FLORIDA and
GADSDEN HOSPITAL, INC. and
TALLAHASSEE MEDICAL CENTER, INC.**

This SECOND AMENDMENT to the LEASE AGREEMENT by and between GADSDEN COUNTY, FLORIDA ("County") and GADSDEN HOSPITAL, INC. ("GHI") and TALLAHASSEE MEDICAL CENTER, INC. d/b/a CAPITAL REGIONAL MEDICAL CENTER ("Company"), is made and entered into effective _____, 2013 even though it may finally be executed and delivered on a subsequent basis.

WHEREAS, County, GHI and Company entered into a certain Lease Agreement in March, 2010 wherein the County and GHI leased a hospital facility to Company now known as "Capital Regional Medical Center-Gadsden Memorial Campus;" and

WHEREAS, the parties entered into a First Amendment to said Lease Agreement effective March 1, 2013; and

WHEREAS, County has expended funds to construct space suitable for medical office use in approximately twelve hundred (1200) gross square feet of previously unfinished space within the Hospital that Company desires to make available for use by primary care and specialist physicians that will serve the residents of Gadsden County as well as others; and

WHEREAS, the parties hereto desire to enter into the Second Amendment to Lease Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Lease Agreement as follows:

1. Section 4.1 is amended to read as follows:

Section 4.1. Rents Payable. During each Lease Year of the Lease Term, Company shall pay as rent to the County the following:

- (a) Base Rent. Base Rent is One Dollar (\$1) per lease year. On or prior to the 30th day of June each year of the Lease Term, Company shall pay County, or its designee, the sum of One Dollar (\$1).
- (b) Additional Rent For Medical Office Space. In addition to the Base Rent, Company shall pay One Thousand Dollars (\$1000.00) per month as rent for approximately twelve hundred (1200) gross square feet located in the northwest section of the Hospital that is constructed as medical office space (hereafter "Medical Office Space"). Said rent shall, without setoff or deduction, be due and payable in advance, without demand, on the first day of each and every calendar month during the term of this Lease, including any Renewal Terms, commencing with

the month in which this Second Amendment becomes effective. Company will pay all sales taxes, governmental surcharges and the like levied or assessed against all rent payments due under this Lease simultaneously with each rent payment required.

- (c) Such rent shall be paid by check or such other means as mutually acceptable to County and Company at the following address:

Gadsden County Clerk
9-B East Jefferson Street
Quincy, Florida 32351

or to such other address as directed by County.

- 2. Section 5.3(p) is hereby created as follows:

- (p) Medical Office Space. Company shall use commercially reasonable efforts to have primary care or specialist physicians or physician extenders physically present in the Medical Office Space during customary outpatient office hours to provide medical services. Notwithstanding any other provision of this Lease to the contrary, Company may sublease or otherwise make the Medical Office Space available to physicians or physician extenders without prior written consent of County so long as the physician and physician extenders are Medicaid providers and will treat Medicaid patients that seek services from providers using the Medical Office Space. Additionally, notwithstanding any other provision of this Lease to the contrary, any furniture or equipment purchased or otherwise acquired by Company for the Medical Office Space shall be the property of Company.

- 3. The Lease is hereby ratified and confirmed and remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall control. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Defined terms used in this Second Amendment not defined herein shall have the meaning set forth in the Lease.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its respective duly authorized officers as of the day and date first above written.

COUNTY:

Gadsden County Florida Board of County Commissioners

BY: _____

Witness

TITLE: _____

DATE: _____

Witness

GHI:

Gadsden Hospital, Inc.

BY: _____

Witness

TITLE: _____

DATE: _____

Witness

COMPANY:

Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center

BY: _____

Witness

TITLE: _____

DATE: _____

Witness

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") sets forth an agreement between Tallahassee Medical Center, Inc., d/b/a Capital Regional Medical Center ("CRMC"), Board of County Commissioners of Gadsden County, Florida ("County") and Gadsden Hospital, Inc. ("GHI") covering the major terms and conditions of the construction and furnishing of an approximately 1,200 square foot medical office ("project") at 23186 Blue Star Highway, Quincy, Florida 32351 known as Capital Regional Medical Center – Gadsden Campus in Gadsden County ("CRMC – Gadsden"), Florida is entered into on July 1st, 2013. The project proposal is detailed in Attachment A.

Whereas, CRMC is a healthcare facility that provides acute and other healthcare services with expertise in construction and development of related healthcare facilities;

Whereas, County is engaged in improving health and welfare of its citizens through provision of space for medical services;

Whereas, CRMC desires to cooperate with County to construct project on behalf of County;

Whereas, County desires to accept the engagement;

Whereas, upon completion of the construction of the project, CRMC intends to make the space available to physicians for the provision of medical services.

Therefore, in exchange for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows,

1. **County's Obligations** County will provide all necessary funding to CRMC for construction, excluding furniture and equipment detailed in Attachment B, of an approximately 1,200 square foot medical office located at CRMC Gadsden up to the amount of \$155,000 as previously approved by the County at its Board of County Commissioners meeting on April 16th, 2013. Attached hereto is a copy of the Board of County Commissioners meeting minutes confirming approval of project. County will retain ownership of all finished construction products related to project. County warrants that CRMC has exclusive right to bid, select and award final contracts for project. County will appoint a designee to serve as its liaison to CRMC for construction of the project.

2. **CRMC's Obligations** CRMC will provide construction management services for the project including direct oversight of material selection, procurement and construction and installation. This includes but is not limited to selection of contractors, environmental assessments, state and local regulatory reviews, permitting, architectural documentation requirements, etc. for the project as detailed in Attachment A. CRMC will seek to utilize local contractors based out of Gadsden County to the extent possible. CRMC will consult with County with regard to construction of the project and will involve County's designee in all significant decisions regarding such construction. CRMC will also purchase and maintain the furniture, equipment and supplies for the physician office spaces. Should the construction cost exceed \$155,000, CRMC will provide the necessary funds to complete the construction.

3. **Compensation**

3.1 **Prepayment Expense.** County will pay CRMC a lump-sum fee in the amount of \$75,000 to initiate the start of project. CRMC will use these funds to secure permits, bids and initiate pre-construction activity.

3.2 **Reimbursable Expenses.** CRMC will invoice the county monthly after the initial prepayment expense is depleted by CRMC for all construction related costs to project until total cost of

project including prepayment equals \$155,000. CRMC will maintain sole and exclusive discretion over incurring reimbursable expenses related to project.

- 3.3 Payment Terms. On or before the seventh working day of each month, Hospital will forward to County an invoice for the reimbursable expenses payable to CRMC retrospectively, for the previous calendar month. The invoices will be due and payable by County no later than 30 days after the invoice has been received by County.

4. **Term and Termination**

- 4.1 Term This Agreement will have a term of one (1) year beginning July 1st, 2013.

- 4.2 Termination. Either Party may terminate this Agreement at any time without cause upon the giving of thirty (30) days prior written notice stating the intended date of termination. Except for payments that may be due by County for expenditures incurred by CRMC prior to the date of termination, neither party will be responsible to the other for any obligations under this Agreement after termination.

- 4.3 CRMC may, upon written notice, terminate this Agreement effective immediately in the event that County fails to pay CRMC's reimbursable expenses within 30 days after Hospital has received notice of non-payment from County.

5. **Lease Amendment** At or near the time the construction of the project is completed, the parties will execute an Amendment to the existing Lease for the hospital, the form of which will be mutually agreed upon by the parties. The significant terms of the Lease Amendment will be:

- Throughout the Initial Term of the Lease and for any Renewal Terms of the Lease, CRMC will use its best efforts to have primary care and/or specialist physicians (or physician extenders) physically present and providing services in the offices to be created in CRMC-Gadsden.
- CRMC will pay the County rent for this space in the amount of \$1,000 per month.
- The physicians that use this space will treat Medicaid patients.
- As applicable, the other provisions of the Lease will apply to this space.

6. **Miscellaneous**

- 5.1 Indemnification. To the extent permitted by law, County will indemnify CRMC, its shareholders, directors, officers, employees, representatives, and agents from any claims, loss, costs, liability or expense (including court costs, reasonable attorneys' fees and other professional fees) arising out of or resulting from any negligence or willful misconduct of County, its shareholders, directors, officers, employees, independent County, representatives, or agents related to the services provided by County hereunder. CRMC will indemnify County, its shareholders, directors, officers or employees, representatives, or agents from any claims, loss, costs, liability, or expense (including court costs, reasonable attorneys' fees and other reasonable professional fees) arising out of or resulting from any negligence or willful misconduct of CRMC, its employees, representatives or agents under this Agreement, or arising from the provision of services for which CRMC is responsible, to the extent that staff providing such services giving rise to the claim is a *bona fide* employee of CRMC.

- 5.2 Insurance CRMC agrees to provide comprehensive general liability insurance coverage for the project. At the request of County, CRMC will provide County with certificates of insurance evidencing the coverages described herein, and the policies will provide for at least 30 days advance written notice to CRMC from the insurer as to any alteration of coverage, cancellation, or proposed cancellation.

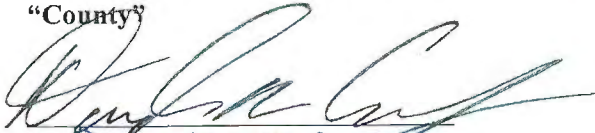
- 5.3 Independent Contractors. It is of the essence of this Agreement that that each party will be acting and performing services hereunder at all times and for all purposes only pursuant to this Agreement and not as an

employee or agent of the other. Except as expressly stated to the contrary in this Agreement, neither party will have nor exercise any specific control or direction over the particular manner or methods, which the other party will perform its obligations required under the terms and conditions of this Agreement. It is expressly understood that each party will be responsible for and have control over its own employees and subcontractors.

5.4 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements, whether written or oral, between the Parties with respect to this subject matter. No amendments or modifications, will be binding unless made in writing and signed by both Parties.

The parties have executed this Agreement on the date first set forth above:

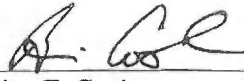
"County"



By: Douglas M. Criley
Its: Chairman

Date: 7/8/13

"CRMC"



By: Brian T. Cook
Its: Chief Executive Officer

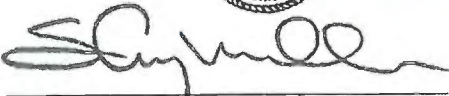
Date: 7/2/13

"GHI"



Attest:

Marcella Blocker
Nicholas Thomas, Clerk



By: S. Craig McMillon
Its: _____

Date: 7/8/13

Attachment A

EXECUTIVE SUMMARY

As Presented to Board of County Commissioners on March 6, 2013

PROJECT MANAGERS:

Brian Cook, President and Chief Executive Officer
Alan Keesee, Chief Operating Officer

PROJECT OVERVIEW:

Capital Regional Medical Center (CRMC) is requesting funding in the amount of **one hundred fifty four thousand eight hundred fifty two and fifty cents (\$154,852.5)** to build out approximately one thousand two hundred (1,200) square feet of shell space in the existing facility located on the Capital Regional Medical Center – Gadsden Memorial Campus. The space identified is on the northwest side of the building, across the hall to the northeast of the space labeled housekeeper office (identified by color 'salmon' on the plan). This space is currently not included in the CRMC lease.

CRMC is proposing a build-out of one (1) physician office. The office would be approximately one thousand one hundred fifty (1,150) square feet and would serve as a timeshare clinic for a rotation of medical physicians.

The offices would have a separate entrance in the front of the hospital with an approximately fifty (50) square feet vestibule leading into the office.

PROJECT COST:

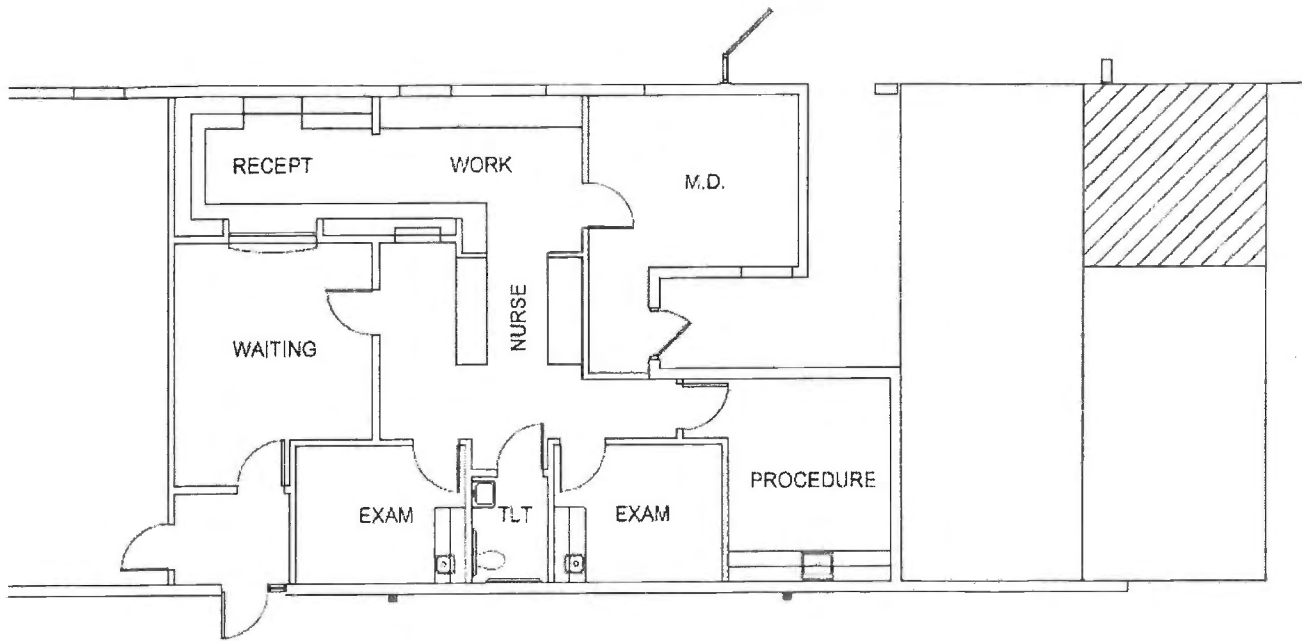
Construction	\$134,760.00
Architectural Fees	\$6,015.00
Contingency	\$14,077.50
Total	\$154,852.5
Furniture and Equipment	\$24,215.85*

JUSTIFICATION:

Gadsden County is underserved in specialty physicians. The goal of this project is to institute certain specialties in the Gadsden community and to expand established specialties. Through the opening of the timeshare physician office within the Capital Regional Medical Center – Gadsden Memorial Campus, CRMC anticipates an increase in foot traffic on the campus, helping to promote awareness of the healthcare resources available to the citizens of Gadsden County within their community. This project will also further the mission of bringing healthcare services to Gadsden County.

Capital Regional Medical Center is an established partner in Gadsden County and is committed to expanding the healthcare services available in the community.

* CRMC will provide FFE listed separately.



FLOOR PLAN - PROPOSED

GADSDEN COUNTY COMMUNITY HOSPITAL

5-02-13

Attachment B – Proposed Furniture and Equipment List – provided by CRMC and would be owned exclusively by CRMC (Subject to Change)

Item	Category	Description	Quantity	Price	Total
Computer System	All Areas	Optiplex GX280 with 1704FPV Monitor	2	\$ 1,027.07	\$ 2,054.14
Art Work	All Areas	Art	1	\$ 2,500.00	\$ 2,500.00
Medium Trash Can	All Areas	Trash Container Plastic High-Gloss Black	7	\$ 14.16	\$ 99.12
Wheel Chair	Clinical	Wheelchair Economy 18in Fixed Arms	1	\$ 216.92	\$ 216.92
5 Wheel Executive Chair	Doctors Office	Remedy Highback Wood Arms w/Uph Cap	1	\$ 436.89	\$ 436.89
Executive Desk	Doctors Office	Indiana- Desk 66 inch	1	\$ 730.00	\$ 730.00
Executive Desk	Doctors Office	Indiana- Return	1	\$ 565.00	\$ 565.00
Guest Chair (s)	Doctors Office	Delphi Side Chairs	2	\$ 303.77	\$ 607.54
Bookcase	Doctors Office	Indiana- Bookcase	1	\$ 556.60	\$ 556.60
Exam Stool	Exam Room	Stool Exam 123 Five Leg Manual Adjust	3	\$ 137.99	\$ 413.97
Exam Table	Exam Room	Table Exam 204 Sand Grey	3	\$ 1,167.30	\$ 3,501.90
Otoscope/Ophthalmoscope	Exam Room	Transformer Wall with Ophthscop and Oroscope	3	\$ 1,439.18	\$ 4,317.54
Side Chair	Exam Room	Florin Exam Room Chairs	3	\$ 501.16	\$ 1,503.48
Television	Lobby	37' Flat Screen	1	\$ 750.00	\$ 750.00
Multi-line Phone Set	Nurse Station	M3903 R3 Handset	2	\$ 175.00	\$ 350.00
Pulmo Aide Nebulizer	Nurse Station	Nebulizer Aerosol Pulmomate 3prg/2prg	1	\$ 33.99	\$ 33.99
Bariatric Chairs	Waiting	Guest Chairs - Lobby- Bariatric	2	\$ 643.00	\$ 1,286.00
Chairs w/arms	Waiting	Guest Chairs- Lobby	6	\$ 491.00	\$ 2,946.00
End Tables	Waiting	22x22 Table End Table - Cube	2	\$ 396.00	\$ 792.00
Task Chair	Work	Inertia High back Mesh Chair	2	\$ 277.38	\$ 554.76
Overall Total					\$ 24,215.85

INSERT BOCC MINUTES WITH APPROVALS from 4/16/13 BOCC Meeting

at Mr. Glazer)."

Mr. Glazer
"Anytime."

Chair Croley
"With him?" (pointing at Mr. Glazer)

Commissioner Hinson
"Well, this, Mr. Chairman, actually you kind of hurt the motion, because it would have died but because you decided to move forward and that's the reason why, that's why I called a question. I said question, I said the wrong thing when I said question."

Chair Croley
"Well, please ask him."

Commissioner Hinson
"Well, I know, you already carried the motion, you carried it already, but, again, we already voted on it already. But the thing is if you bring it back; say within two weeks or a month or the next board meeting whatever, within that time, I'd like to talk to you, ah, about some things that were said that I had some concerns with. It was my motivation tonight was to move forward on this and I thought it was a great plan. But we've voted on it already, so..."

Mr. Glazer
"Commissioner, I'm at your disposal, I'm happy to meet with you anytime."

Chair Croley
"Mr. Glazer, please make contact with Commissioner Hinson and go over his questions and if there is something we have missed, please come back and clarify..."

Commissioner Hinson
"And I apologize for the..."

Chair Croley
"And I apologize to you, Commissioner Hinson for misunderstanding what you were trying to say, and ah, anyway, but ah, OK, let us move to the next item."

9. Development of Physician Office Space in the Hospital

This item seeks Board approval of a non-binding Letter of Intent to develop physician office space in Capital Regional Medical Center-Gadsden Memorial Campus and the project creates greater potential for increasing the availability of physician services in Gadsden County.

Mr. Presnell introduced the above item and said this was another item that would be handled by Mr. Glazer.

Mr. Glazer stated this was to move forward with additional steps to bring more health care to Gadsden County. He stated they were looking for a non-binding Letter of Intent. He said they were looking at potentially developing 1200 square feet within the building that is currently shelled into office space. He added CRMC would bring primary care and specialist physicians to

Gadsden County on a time-share basis. He explained that the total capital costs would be \$170,000 and showed the Commissioners sample drawings of the new space. He added that the Letter of Intent (LOI) had some key elements:

- The County would pay the construction costs of approximately \$155,000. He further explained the current lease would allow CRMC to come to the County and ask them to pay that amount and give the County 30 days to agree or not agree to do it, but added that was not how they wished to do it. He added they could do it themselves, but could ask the County to reimburse them when the lease ended.
- CRMC would pay the furniture and equipment costs of approximately \$25,000.

He added that under the current agreement CRMC paid \$1.00 per year rent but under the new agreement, they would pay \$1,000 per month. He explained that CRMC would be under some State and Federal regulations to charge the doctors rent and this would be their incentive to charge the physicians the rent. He also explained that the physicians would be required to accept Medicaid patients and the LOI was contingent on the County obtaining the funding for the project.

He asked the Commissioners to recall when they originally did the hospital, they borrowed \$10 Million for the construction but they had to draw from the principal of the trust to be able to get the original equipment and got court approval to get \$4 Million but they only spent \$3.3 Million. He suggested they go back to Court to seek approval to use the remaining \$685,000 for this and other related hospital projects. He added it was recommended by staff and GHI to approve the LOI and authorize the administrator and legal counsel to seek court approval for use of trust funds. He also added the LOI was very clear that if court approval was not granted, the LOI would become null and void.

Commissioner Morgan stated he was all for the expansion to have specialists come here.

Chair Croley said for the record, he asked Craig McMillan to come forward and give his blessing on this matter.

Mr. McMillan stated he has been a great defender of the trust and the corpus of the trust and stated this was the best position they could be in and they were in favor of it.

Commissioner Morgan asked if this could be accomplished by using the \$170,000 without having to go to court and why not do that instead of using any of the trust.

Clerk Thomas stated, like Mr. McMillan, he was a defender of the trust, however, they weren't looking at just one project and they could be looking at a lot of money.

Commissioner Morgan said he understood Clerk Thomas' line of thought, but he thought using the fund balance was smarter than going into the principal of the trust and added he thought they had been very smart in the way they had originally handled the matter.

Chair Croley stated he had listened to the hospital board, he has supported them in the past and they have done what needed to be done to bring medical care to the citizens of the County. He added that he hadn't heard them state that they wished to spend \$680,000, the amount he heard was \$170,000.

Commissioner Holt stated if the County agreed to the \$170,000 and there was a seven year lease, they would need to pay \$2,023.81 per month in order to get the \$170,000 return. She added if patients were transferred from this facility to Tallahassee CRMC, under Medicaid they would not receive their money. She suggested if they were going to lease the hospital, to lease at an amount that at the end of the contract they would recoup the \$170,000.

Commissioner Hinson stated he had the opportunity to speak with the President, Brian Cook, at lunch and stated he had the same concerns as Commissioner Holt.

Commissioner Morgan spoke and asked Mr. Glazer to expound on what they were allowed to spend the money on when it was originally withdrawn from the Trust beyond equipment and furnishings and if remodeling was included and Mr. Glazer said it was not and the reason being to protect the integrity of the trust. He added it was important to remember in this County, that the County would not make money or break even, that they would lose money. He said that smart decisions had been made and he would not often say 'spend the money' but this was the time to spend the money.

Commissioner Hinson stated he wished the money could be spent on economics or transportation and he would like to make a motion and asked if Commissioner Taylor had anything to say.

Commissioner Taylor spoke and agreed with Commissioner Morgan and Commissioner Holt and said if they approved the money to come out of the reserves, it would save the lawyer fees and the County having to go to Court. She said it was also her opinion that it did not make sense to approve the deal if the County would not be able to recoup the costs. She added she was of the mindset to take money out of reserve, identify the funding source and move forward.

Mr. Glazer asked to be able to clarify one point and wanted to make sure everyone understood the \$170,000 included the equipment and was an estimate and the actual construction estimate was only \$155,000. He also wanted to make clear that this item would have to come back, that this was a non-binding letter right now. He also encouraged the Board if there was another way to do this, to please do so.

Commissioner Holt stated in looking at the funds the Board had available, they needed to look at what was there and what would need to be done so when the budget came up, they would know what they would need to have. She suggested they bring a letter to the next meeting with the correct numbers.

Mr. McMillan pointed out the construction would be County construction and the County would need to be the one to come up with the numbers.

Commissioner Hinson stated he had an opportunity to walk through the building and a lot of work needed to be done.

UPON MOTION BY COMMISSIONER HINSON AND SECOND BY CHAIR CROLEY TO APPROVE THE LETTER OF INTENT AS ORIGINALLY RECOMMENDED, THERE WAS DISCUSSION BEFORE THE VOTE WAS TAKEN.

Commissioner Morgan stated they would not need a letter of intent if they Board was not going into the principles of the trust and thought they were getting 'the cart before the horse'.

THE BOARD VOTED 3-2 BY VOICE VOTE. COMMISSIONERS MORGAN, TAYLOR AND HOLT OPPOSED. MOTION FAILED.

Commissioner Taylor asked to try to move this forward.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON TO APPROVE THE ITEM AND LOOK FOR FUNDING SOURCE FROM GENERAL REVENUE, PARTICIPATION FROM CRMC TO RECOUP THE COSTS UP TO \$170,000 AND NOT INCLUDE FURNITURE, THERE WAS DISCUSSION BEFORE THE VOTE WAS TAKEN.

Clerk Thomas stated they were hoping this was to be a beginning process for other expansion projects and explained that under the contract the hospital could do the build-out but when they left, the County would have to reimburse them for the build-out that they did.

Commissioner Taylor said the county was meeting what the hospital was asking for, just using a different funding source.

Commissioner Hinson asked Clerk Thomas if they approved this item tonight, would the hospital still have to come back before the Board for approval and Clerk Thomas said yes.

Clerk Thomas said trying to recoup all the money would go against what the Board was trying to accomplish, that this was space already leased for \$1.00 dollar a year and now the Board wanted to recoup all their money back.

Commissioner Taylor said they were making the initial offer and she did not want this to be a deal-breaker and she wanted to move forward because specialists were needed in the hospital.

Commissioner Morgan said it was critically important to provide the best possible services to the citizens and added that \$175,000 was drop in the bucket if it would provide services for the citizens. He said for them to take the next step and see if worked and that it was his opinion this was a working partnership.

Brian Cook, CEO, CRMC, appeared before the board to address questions the Board had.

Commissioner Taylor withdrew her motion and Commissioner Hinson withdrew his second.

Commissioner Morgan asked that the item be brought back under general business with different options and there was no need to vote on anything tonight.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON TO BRING THIS ITEM BACK WITH DIFFERENT OPTIONS, THE BOARD VOTED 5-0 BY VOICE VOTE TO TABLE THIS ITEM.

Commissioners Morgan and Holt stepped out at this juncture of the meeting.

physician office spaces and added that the building plans would require ACHA review.

Commissioner Morgan returned at this juncture of the meeting.

Mr. Lawson appeared before the board and explained that previously the request had been for \$170,000 and after reviewing everything, the request was now for approximately \$155,000 for the build-out and that amount was the most the County would be responsible for.

Chair Croley asked if the option would need to be amended to include approval of CRMC as the construction manager.

Commissioner Morgan asked if general fund and reserve was the same and asked if they acted on this matter this evening, could they proceed immediately.

Commissioner Holt asked if the agenda was being amended, would this item need to be brought back before the board.

Chair Croley stated this would need to come back before the Board.

Commissioner Holt added if the Board approved this item; it would need to be amended to show the amount would be lowered to \$155,000 and CRMC would be the construction manager.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN TO APPROVE THE ITEM WITH THE AMENDMENT TO ADJUST THE AMOUNT FROM \$179,000 TO \$155,000 TO COME FROM THE RESERVE FUND, FOR CRMC TO BE THE CONSTRUCTION MANAGER AND TO BE BROUGHT BACK BEFORE THE BOARD IN A PUBLIC HEARING, THERE WAS DISCUSSION BEFORE THE BOARD VOTED.

Commissioner Hinson asked if this could be tabled and brought back all at one time.

Chair Croley explained it had previously been tabled and brought back and the Board needed to move forward with the item.

Commissioner Taylor stated all of it would be brought back for final approval by the Board.

THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE THE ITEM. COMMISSIONER HOLT OPPOSED.

COUNTY ADMINISTRATOR

17. Update on Board Requests

Mr. Presnell stated with the HEAVY mosquito season, there were only 25 outstanding work orders and added he thought this was superb for this time of year.

Chair Croley asked Mr. Presnell to give a brief report on the emergency situation that the Northwest Florida Water Management District (NWFWM) brought up concerning Stephens Lake Dam on Luten Road.

14. Approval and Appointment of a Multi-District Event Planning Committee for the Celebration of the Courthouse 100th Anniversary and Viva Florida 500th Anniversary

Mr. Presnell introduced the above item and stated this item was seeking the Board approval of a multi-district event planning committee for the celebration of the 100th anniversary of the Courthouse and the 500th anniversary of Florida.

Commissioner Holt asked that NAACP be added to this list.

Commissioner Hinson asked that all the cities and municipalities be invited to participate.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM WITH THIS BEING EXTENDED TO ALL MUNICIPALITIES.

15. Discussion and Direction Regarding an Interlocal Agreement with the Gadsden Soil and Water Conservation District (GSWCD)

Mr. Presnell stated this item was seeking approval of an interlocal agreement with Gadsden Soil and Water Conservation District and stated that they had a couple of pieces of equipment, grain drills specifically, that is rented to local landowners in implementing conservation practices, and they were asking for an interlocal agreement for the Public Works Department to assume maintenance of the equipment.

Mr. Harvey Sweeney, Chairman, Gadsden Soil and Water Conservation District, 4374 Hardaway Highway, Chattahoochee, FL, appeared before the Board and stated they had been concerned about the equipment for a number of months and this came to a head when people began renting the equipment and found that it was not properly maintained and caused down time to who would rent it. He added that this was expensive equipment, but they had found they could buy the equipment and then lease it out to the public for a very small fee.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER TAYLOR FOR APPROVAL OF OPTION ONE, BEFORE THE VOTE WAS TAKEN THERE WAS DISCUSSION.

Commissioner Holt asked what the equipment was used for.

Mr. Presnell explained it was no-till grain drills that people would use, for instance, to plant food plots for deer and plant rye grass and was a piece of equipment that might only be used once a year.

THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS ITEM AND ENTER INTO THE INTERLOCAL AGREEMENT.

Commissioner Morgan stepped out at this juncture of the meeting.

16. Development of Physician Office Space in the Hospital

Mr. Presnell introduced the above item and stated this had previously been before the Board on April 16th and the Board had asked that this matter be brought back with figures for the cost of building out approximately 1200 square feet of the existing hospital for the construction of

~~Holt and Commissioner Taylor's Travel to the Florida Association of Counties" 2013 Annual Conference~~

Pulled for Discussion

7. Signature of Chairman on Equitable Sharing Agreement and Certification

ITEMS PULLED FOR DISCUSSION

6. Approval of Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor's Travel to the Florida Association of Counties" 2013 Annual Conference

Commissioner Morgan pulled this item and stated he would not be able to attend the Annual Conference.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE TRAVEL AS AMENDED.

CITIZENS REQUESTING TO BE HEARD

There were no citizens requesting to speak.

PUBLIC HEARINGS

8. Public Hearing-Approval of Budget Amendment and Resolution for Hospital Office Space Construction

Mr. Presnell introduced the above item and asked Jeff Price to explain it.

Jeff Price stated this was basically housekeeping and they were doing a budget amendment and Resolution to move the money from General Funds to a Capital Account to be used for the hospital.

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

Commissioner Holt stated her concern was the loss of revenue each year in the amount of \$125,000 because Medicare would not pay for the ambulance transporting from the facility here to CRMC in Tallahassee because they considered it an in-house transfer. She added that any medicines or supplies used in the ambulance were paid for by the County. She further added that the money paid to CRMC each year they are sending to the federal government for a dollar for dollar match, which they could refund to the County the \$125,000 that was paid to them, but they are not willing to do so.

Commissioner Hinson stated there needed to be more information provided and that the County Administrator needed to do more research.

Chair Croley stated this was a housekeeping item from a budget standpoint and the Board had been asked to deal only with that.

Mr. Presnell commented that this item was for approval of the budget amendment only.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER TAYLOR, BEFORE THE VOTE, COMMISSIONER HOLT CALLED FOR DISCUSSION.

The Commissioners had discussion.

THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE OPTION ONE. COMMISSIONER HOLT OPPOSED.

GENERAL BUSINESS

9. Development of Physicians Office Space in the Hospital

Mr. Presnell introduced the above item and stated it was related to the previous item and was for build-out of the physician space located at the hospital. Mr. Presnell asked that CRMC be allowed to be construction manager of the build-out and the not-to-exceed amount would be \$155,000.

Commissioner Hinson stated he did not want to make them construction manager of the project only because he would like to see this job bid out locally.

Clyde Collins appeared before the Board to address questions posed by the Board and explained to them the build-out would be under ACHA review and CRMC would be responsible for anything over the \$155,000 budget.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER TAYLOR FOR OPTION ONE, BEFORE THE VOTE WAS TAKEN, COMMISSIONER HOLT CALLED FOR DISCUSSION.

Commissioner Holt asked to bid the job out locally.

Commissioner Taylor had comments.

Commissioner Morgan asked the Board to keep in mind that the County currently has an opened facility and added this was a good decision and they were continuing to build a partnership with an HCA organization that had experience in helping this type of facility to grow.

Commissioner Holt had comments.

Chair Croley stated this motion and item was to finish out 1200 square feet by CRMC under the oversight of CRMC and was not about the history of the hospital or the financial status of the county.

Commissioner Hinson said he was not voting for this because he couldn't tell citizens in his district they were not qualified to do the job on the build-out.

Chair Croley asked Mr. Collins to clear things up for the record that the construction would be bid out and CRMC would only be overseeing the job.

THE BOARD VOTED 2-3 BY VOICE VOTE. MOTION FAILED. COMMISSIONER HOLT, COMMISSIONER HINSON AND COMMISSIONER TAYLOR OPPOSED.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-1 BY VOICE VOTE TO ALLOW CRMC TO BE CONSTRUCTION MANAGER, REQUIRE THEM TO BID LOCALLY AND IF THAT IS AN ISSUE, TO ALLOW STAFF TO GO FORWARD WITH CONSTRUCTION TO BE TIMELY COMPLETED AND NOT TO EXCEED \$155,000.

10. Request Approval to Fund an Additional 25 Slots for the 2013 Summer Youth Employment Program

Mr. Presnell introduced the above item and said as directed Staff had identified money and this item had been brought back for Board approval of an additional 25 slots for the Summer Youth Program.

Chair Croley said there was a citizen request to speak on this item and asked them to come forward.

Emily Rowan, 1200 Little Sycamore Road, Quincy, FL, appeared before the Board and stated she was upset with the opinions around the Board concerning the hospital and asked the Board to not "screw it up". She added this County needed the hospital and the Emergency Room. She then spoke concerning the summer jobs and said she thought the County was spending too much money on this. She added, "Until this County gets up off its royal rear-end and goes to work, this County is not going to amount to anything and we're starting with the young people. Please don't approve any more jobs for young people, make them get them themselves".

Mrs. Mary Smith, 3739 Atwater Road, Chattahoochee, FL, appeared before the Board and stated no-one could get a job in Gadsden County if there were no jobs, young or old, there was nothing here to have as a job.

Tracy Stallworth, 770 Selman Road, Quincy, FL, appeared before the Board and stated the youth needed a job in this county. He apologized for being so emotional but said the kids needed this chance and opportunity to make it.

Commissioner Hinson stated the youth program was needed and moved to approve the item.

Commissioner Morgan stated he appreciated Mr. Stallworth's comments and how he faced the adversity of losing his job he found another one to provide for his family.

Commissioner Taylor had comments and stated when the youth apply for the program jobs, they have to fill out an application, meet the criteria, be interviewed and go through the same steps as if they went to a retail store.

Commissioner Holt named several businesses that had closed their doors and stated that the summer job might be the only money that would go into the household.

Commissioner Hinson had comments.

Chair Croley said he had no problem in supporting the youth, but he had a problem when Commissioners would get involved with who got the jobs and added if he saw that one person's child got an advantage over another and the Commissioner had a hand in it, it bothered him and if

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 2, 2013

To: Honorable Chairman and Members of the Board

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

Subject: The Small County Road Assistance Program (Woodward Road - Florida Department of Transportation)

Statement of Issue:

This agenda item seeks Board direction for the Small County Road Assistance Program (SCRAP) – Woodward Road Project. The project was designed and bid based on current industry standards. The County has received bids to construct the proposed improvements. Since the time of the bid, Preble-Rish, Inc. (PRI) has received information from FDOT on new methods of crack relief utilizing open grade asphalt. PRI has recommended that the County amend the scope of work originally proposed to include open grade asphalt in lieu of the standard leveling course.

Background:

The Gadsden County Board of County Commissioners received funding from the State of Florida through the Small County Road Assistance Program (SCRAP) for the widening and resurfacing of Woodward Road. The road is currently experiencing significant cracking. During the design process PRI and County staff met on multiple occasions to determine the best course of action to repair the roadway. PRI recommended an asphalt rubber membrane interlayer (ARMI) be installed throughout the limits of the project to prevent future cracking of the roadway, however, after quantities were estimated it was determined that this method would not be affordable under the current budget. It was finally determined to mill the more severe locations and overlay the remaining portions of the roadway. On August 23, 2013 the County opened bids from three prospective bidders to complete the proposed improvements. C.W. Roberts Contracting Inc. was the low bidder. While preparing the necessary agenda item and contract documents PRI received information from FDOT regarding a new, more cost effective, method of crack relief. This is done through the placement of hot mix open grade asphalt in lieu of the standard leveling course of asphalt. The open grade asphalt provides the benefits of the ARMI as well as the leveling course in a single application. The necessary quantity of the open grade asphalt is offset by the quantity of the leveling course that will be removed from the scope of work. The cost differences are negligible.

Analysis:

By installing the hot mix open grade the roadway will be more protected from future cracking than what is currently proposed. There was no line item for hot mix open grade asphalt in the original bid tabulation.

Fiscal Impact:

There will be no fiscal impact to the County.

Options:

1. Reject all bids received on August 23, 2013 and re-advertise utilizing hot mix open grade asphalt crack relief option.
2. Negotiate with C.W. Roberts on cost to remove leveling course and include hot mix open grade asphalt option.
3. Provide other direction.

County Administrator Recommendation:

Option 1

Attachment:

Bid tabulation Form from August 23, 2013

BID TABULATION FORM

BID TITLE: CR 270 Widening – Woodward RD BID NUMBER: 13-14 OPENING DATE: 8-23-13 TIME OF OPENING: 10:00 a.m.	OPENED BY: Shelia Faircloth TABULATED BY: Shelia Faircloth VERIFIED BY: Arthur Lawson, Sr. Page 1
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BIDDER LIST	Total Base Bid	Additive Alternate	NOTES
Peavy and Son Construction	\$1,109,625.00	\$65,304.00	
Capital Asphalt	\$1,247,235.00	\$71,680.00	
C W Roberts	\$1,103,641.00	\$67,990.00	
Adjourned @ 10:10 a.m.			

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 21, 2013

To: Honorable Chairperson and Members of the Board

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

Subject: Renewal of Contract for State Lobbying Services for Fiscal Year 2013-2014.

Statement of Issue:

This agenda item seeks Board approval to renew the contract with Christian B. Doolin and Associates to provide State Lobbying Services for the 2013/2014 fiscal year. Staff also seeks authorization for the Chairperson to execute the contract. If the Board votes not to renew the contract with Chris Doolin and Associates, staff seeks Board direction.

Background:

The Gadsden County Board of County Commissioners has retained the firm of Christian B. Doolin and Associates for the past seven years to assist in developing and implementing a state legislative effort to enhance state-level funding and services for Gadsden County. The previous contract for State Lobbying Services expired on 9/30/2013.

Mr. Doolin and his staff provided consulting services and assisted the County in the development of its Annual Legislative Agenda for the Florida Legislative Session and advised the County on strategies to accomplish the Annual Legislative Agenda.

Analysis:

During the fiscal year 2009/2010, staff rebid for State Lobbying Services. Staff recommended and the Board approved the bid award to Christian B. Doolin & Associates.

The legislative consulting team of Christian Doolin, Sarah Bleakley and Bob Jones has worked with the Board of County Commissioners and County Administration in previous years in developing a legislative program that identifies the priority needs of the Gadsden County Commission and coordinated with the six municipalities and local interests. This legislative effort has resulted in multiple benefits including direct funding since 2006 through 2013.

The Board is requested to approve renewal of the contract with the above mentioned firm for an additional year or provide staff direction as to how we should proceed with securing lobbying services.

The Board approved \$10,000.00 in the FY-2014 budget for lobbying services.

Fiscal Impact:

The funds currently allocated in the FY 2013/14 budget are \$10,000.00.

Options:

1. Approve renewal of the contract with Christian B. Doolin and Associates for an additional year for \$10,000.00 and authorize the Chairperson to execute the contract.
2. Do not approve renewal of the contract and authorize staff to solicit an RFP for lobbying services.
3. Board Direction.

County Administrator's Recommendation:

Option 3

Attachment:

2013/2014 State Lobbying Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
GADSDEN COUNTY, FLORIDA,
and
CHRISTIAN B. DOOLIN & ASSOCIATES, L.L.C.**

THIS AGREEMENT is made this ____ day of _____, between the Board of County Commissioners of Gadsden County, Florida, (the "County"), and Christian B. Doolin & Associates, L.L.C. (the "Contractor").

WHEREAS, the Contractor is a duly qualified expert in the field of taxation, local government, legislative and administrative representation and advocacy, and other areas of interest to the County;

WHEREAS, the Contractor is expert in the field of representation before the Legislature and State agencies; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of the Contractor to assist the County with representation before the Florida State Legislature, the Governor, Cabinet, State agencies, and other public bodies of the state.

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

PART I - SPECIAL PROVISIONS

1. **SERVICES TO BE PROVIDED:** The Contractor shall consult and advise, as requested by the County, on proposed or pending legislation before the Florida Senate and House of Representatives in regular session, special session or any committee of the Florida House or Senate, on issues affecting the County pending before the Governor, Cabinet, State agencies, or other public bodies of the State, and the United States Congress, and other public bodies of the United States, including, but not limited to:

- A. Assisting the County with the design and promotion of its legislative priorities for the 2014 Session;
- B. As agreed to with the County, and in conjunction with County staff and attorney, advocating the County's interests with regard to its state legislative agenda;
- C. As agreed to with the County, assisting the County with development of strategies and advocacy regarding regulatory issues of the Governors

agencies and other administrative agencies which may arise during the term of this Agreement;

- D. Providing the County with a report of activities of the Contractor pursuant to this Agreement at any time upon request;
- E. Providing the County with telephonic reports to the County Manager or his designee during the regular session of the Florida Legislature and any special session;
- F. Attending meetings with the Board of County Commissioners and attend other meetings, conferences, participating in telephone conference calls, and meeting with County staff in furtherance of the Contractor's duties under this agreement as requested by the County;
- G. Lobbying, including speaking before legislative committees, to the extent necessary, administrative contact and advocacy, or other services;
- H. Presenting to the Board of County Commissioners an end-of- the-Session report including the narrative discussion of the outcome of the issues important to the County and a copy of relevant chapter laws.
- I. Filing all necessary lobbyist registration forms and reports on behalf of the County and the Contractor;
- J. Such other tasks as agreed to with the County from time to time in connection with the subject matter of this Agreement.

- 2. **COMPLIANCE WITH STATUTES, ORDINANCES, REGULATIONS AND LOBBYING REQUIREMENTS:** The Contractor represent that they are fully aware of and conversant with all applicable statutes, ordinances and regulations, rules, and obligations of the Contractor regarding professional or occupational licensing, including executive and legislative lobbying rules and regulations. The Contractor shall maintain, at the Contractor's sole expense, all occupational and professional licenses and registrations required by law regarding the Contractor's business and lobbying operations, that the Contractor will abide by and be solely responsible for full compliance with all legal requirements regarding its business, professional and lobbying operations.

- 3. **PAYMENT:** The fee to be paid to the Contractor under this Agreement shall be \$10,000.00 annually, with payments made quarterly with the first invoice being submitted to the County on January 15th, 2014 and the remaining invoices being submitted on March 15, 2014; June 15, 2014; and, September 15, 2014.

4. **EXPENSES:** The County shall not reimburse the Contractor for travel expenses unless such expenses are authorized by the County, subject to the limitations and requirements of Section 112.061, Florida Statutes. The Contractor shall be reimbursed reasonable costs, including those for copying charges and delivery services to be billed within the monthly invoice. Contractor is not authorized to incur any costs in connection with this agreement for food, entertainment, or otherwise, unless such expenses are expressly authorized in advance, in writing, by the County.

PART II - GENERAL PROVISIONS

5. **STATUS OF CONTRACTOR:** The parties intend that the Contractor, in performing the services hereinafter specified, shall receive direction from the County as to strategies and goals of the Contractor's duties under this Agreement, and may receive specific requests from the County regarding particular actions which should be made in furtherance of the Contractor's duties under this Agreement, but that the Contractor is acting at all times as independent contractor and shall have control of Contractor's business, and the work and the manner in which it is performed. The Contractor is not to be considered an agent or employee of the County.
6. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS:** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Unless otherwise designated in writing by the parties, all notices, bills and payments sent by mail should be addressed as follows:

County: County Manager
Gadsden County
P. O. Box 1799
Quincy, FL 32353-1799
850-875-8650
850-875-8655 Fax

Contractor: Chris Doolin
Christian B. Doolin & Associates, L.L.C.
1118-B Thomasville Road
Tallahassee, FL 32303
850-224-3180
850-222-3663 Fax
cdoolin@nettally.com

7. **NON-DISCRIMINATION:** The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
8. **CONFLICT OF INTEREST:** The Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the County and the Contractor that the Contractor maintain the highest standards of ethical propriety in connection with its duties under this Agreement, and that the Contractor shall have no conflicts of interest which would give the appearance of any impropriety. Conflict of interest includes, but is not limited to, the appearance of any conflict of interest with any position of the County or any of the County's interests on any subject matter, whether any such conflict of interest be on behalf of any client or on behalf of the Contractor individually. The Contractor represents that they have disclosed, prior to executing this Agreement, all potential conflict of interest between the interests of the County and any existing clients of the Contractor. In the event that the Contractor wishes to be retained by clients other than the County, and the representation of those other clients may present a potential conflict of interest with the County, the full scope of such representation and conflicts must be disclosed to the County by the Contractor in advance, so that the County may determine if the potential conflict of interest is one that it wishes to waive, or if the potential conflict may otherwise be resolved.
9. **CONFLICT OF TIME AND AVAILABILITY:** It is specifically acknowledged by the Contractor and contemplated by this Agreement that the Contractor will be sufficiently available to the County to fulfill its duties under this Agreement as requested by the County. In the event that the Contractor wishes to be retained by clients other than the County and the representation by the Contractor of those other clients will require substantial portions of the Contractor's professional availability during the term of this Agreement, the Contractor shall advise the County in advance of being retained by such other clients so that the County may determine the potential for conflict between the Contractor duties under this agreement and the duties requested by other clients, and the parties may resolve any concerns which arise.
10. **TERM OF AGREEMENT:** Upon execution, this Agreement shall be effective immediately and shall continue in effect until September 30, 2014. The contract may be terminated by either party upon thirty (30) day's notice in writing to the other party. Upon such a termination, the Contractor shall be

entitled to compensation through and including the day of termination. In addition, the contract may be extended for an additional period beyond the term by the mutual consent of the parties.

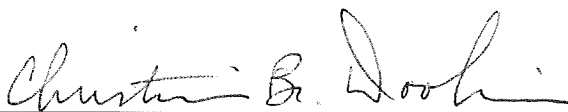
11. **ENTIRE AGREEMENT:** This Agreement is acknowledged to constitute the entire agreement and understanding between the parties, that the provisions of this Agreement supersede any prior oral or written agreements, communications, or understandings between the parties, and that any other oral or written representations made by either party prior to execution of this Agreement are hereby merged into this Agreement, or otherwise are void and unenforceable.
12. **SEVERABILITY OF PROVISIONS:** In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to survive as if the unenforceable provision had not been included, unless such a construction would cause this Agreement to fail of its essential terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first mentioned above.

GADSDEN COUNTY, FLORIDA

By: _____

CHRISTIAN B. DOOLIN & ASSOCIATES, L.L.C.

By: 
Christian B. Doolin

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 21, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Arthur Lawson, Assistant County Administrator
Jim Brook, Executive Director, Opportunity Florida

Subject: Approval of Amended License Agreements for Wireless Communication Equipment Facilities with the Florida Rural Broadband Alliance, LLC.

Statement of Issue:

This agenda item seeks Board approval of amended license agreements for wireless communication equipment facilities on County-owned property with the Florida Rural Broadband Alliance, LLC (FRBA). The result of the license agreement will be the construction of wireless communication facilities and the benefit to the County is the resulting revenue share from the FRBA network equity base.

Background:

In 2010, two Florida Rural Area of Economic Concern (RACEC) agencies, Opportunity Florida and Florida Heartland Rural Economic Development Initiative (FHREDI) partnered to apply for American Recovery and Reinvestment Act of 2009 funds to construct a middle mile wireless broadband network in their respective counties.

Opportunity Florida consists of the following counties: Gadsden, Jackson, Liberty, Calhoun, Gulf, Washington, Franklin, Holmes, and Wakulla. FHREDI consists of the following counties: Desoto, Glades, Hardee, Hendry, Highlands, and Okeechobee. Together the partnership created the Florida Rural Broadband Alliance, LLC to apply for the federal stimulus grants through the National Telecommunication and Information Administration (NTIA).

The grant was awarded in the amount of approximately \$24 million to build middle mile* broadband wireless infrastructure in the respective RACEC's represented by FRBA.

*Middle Mile is not an internet service provider to an end user (homeowner or business). Middle Mile is the broadband flow that an internet service provider draws their connectivity from to serve as the “Last Mile” provider to home owners and businesses. On September 4, 2012, the Board approved the execution of three agreements. The amended license agreements before you this evening is basically the same agreements but amended to provide FRBA additional in-kind match toward the grant.

Analysis:

The amended lease agreements are requested because the Department of Commerce is allowing FRBA to retroactively book the in-kind service agreements (tower leases) back to the grant start date of August 1, 2010. This change in the original agreement will allow FRBA to book 42 months of operating lease value from August 2010 to December 31, 2013. The term of the agreement will be from August 1, 2010 and ending on January 31, 2017.

Fiscal Impact:

Potential increase in revenue received annually from all license agreements with FRBA is approximately \$20,357.04.

Options:

1. Approve the Amended License Agreements for Wireless Communication Equipment Facilities and authorize the Chairperson to execute all documents.
2. Provide other direction.

County Administrator’s Recommendation:

Option 1

Attachment:

Amended License Agreements

AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
Gadsden Public Works Tower – Highbridge Rd

This Amendment No. 1 ("Amendment") to that certain License Agreement for Wireless Communication Equipment Facilities dated September 4, 2012 ("Agreement"), by and between The Board of County Commissioners of Gadsden County, Florida, a political subdivision of the State of Florida, whose address is P.O. Box 1799-Quincy, Florida 32353 ("Licensor"), and the Florida Rural Broadband Alliance, LLC, a limited liability company, whose local business address is 4636 Highway 90, Suite K, Marianna, Florida 32446 ("FRBA" or "Licensee") (collectively, the "Parties"), is effective _____, 2013.

RECITALS

WHEREAS the Parties entered into the Agreement to permit Licensor to provide space on the Tower and other valuable assets as non-federal, in-kind matching contributions to the Grant held by Licensee, in order to facilitate completion of the Grant by Licensee according to its terms.

WHEREAS, in furtherance thereof, the Parties now desire to amend the terms and conditions of the Agreement as specified herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement the same as if fully set forth herein

2. **Term.** Paragraph 3 of the Agreement is replaced in its entirety with the following:

Term and Renewals. The initial term ("Initial Term") of this Agreement shall, for purposes of in-kind contribution, retroactively begin on August 1, 2010, ("Commencement Date") and end on January 31, 2017 ("Expiration Date"), unless sooner terminated, modified or extended under the terms of the Agreement or by the mutual consent of the parties.

Provided Licensee is not then in default under this Agreement, the term of this Agreement shall automatically renew on a year to year basis unless either party provides written notice to the other party at least one hundred eighty (180) days prior to the expiration of the then-current Initial or Renewal Term of its intent not to renew the Agreement.

3. **Consideration.** Paragraph 4 of the Agreement is replaced in its entirety with the text below.

Consideration.

(A) In-Kind Donation for Initial Term of Agreement. The Parties acknowledge the economic, cultural, educational, and social benefits of the Grant Award to the 15-county region to be served by the Licensee's Network. In recognition of these benefits, for the Initial Term and any Renewal Terms of this Agreement, Licensors has agreed to donate the use of the Premises, as identified herein, to Licensee as an in-kind asset contribution (the "In-Kind Contribution"). No other consideration shall be due from Licensee to Licensors during the Initial Term of this Agreement. Licensors and Licensee agree to negotiate in good faith terms for shared revenue and/or shared services for any Renewal Term of this Agreement. The Parties hereby agree that the current market value of the In-Kind Contribution is valued at \$2,250.00 per month.

(B) Last Mile License Space. Licensors acknowledges that, to obtain the full operational benefits of Licensee's wireless broadband middle mile network for itself and the residents, businesses, and visitors served by the Network, Licensee may elect to sub-lease a portion of the Premises to a system operator-provider that will connect its communications facilities to that of Licensee in order to provide service to end-users and community anchor institutions. In the event that Licensee enters into a sub-lease with a last mile provider, such sub-lease may provide such last mile provider with any or all of Licensee's rights and responsibilities set forth in this Lease.

(C) Licensee agrees to pay its pro-rata share of any common expenses shared by Licensors, Licensees, and any other entities leasing space on the Tower or adjacent grounds, such as common costs associated with normal operation of the Licensors's facility.

5. **Signs/Graffiti.** Paragraph 15 of the Agreement is replaced in its entirety with the following:

15. Signs/Graffiti. Licensee may place signs on the Premises designating the owner of the improvements and wireless communication facilities within the Premises, subject to applicable governmental regulations, including any applicable signage requirements included in the terms and conditions of the Grant Award.

6. **Notices.** Paragraph 27 is amended by restating the contact information for the Licensee's representatives, as follows:

If to Lessee, to:

Jim Brook
Co-Managing Partner
Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

Gadsden County, Florida

Sherrie Taylor/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
FRH-059 Gadsden Jail Armory Tower

This Amendment No. 1 ("Amendment") to that certain License Agreement for Wireless Communication Equipment Facilities dated September 4, 2012 ("Agreement"), by and between The Florida Improvement Trust Fund, whose address is Correctional Vocational Center C/O DEP 3900 Commonwealth Building, Tallahassee, FL 32399 ("Licensor"), and the Florida Rural Broadband Alliance, LLC, a limited liability company, whose local business address is 4636 Highway 90, Suite K, Marianna, Florida 32446 ("FRBA" or "Licensee") (collectively, the "Parties"), is effective _____, 2013.

RECITALS

WHEREAS the Parties entered into the Agreement to permit Licensor to provide space on the Tower and other valuable assets as non-federal, in-kind matching contributions to the Grant held by Licensee, in order to facilitate completion of the Grant by Licensee according to its terms.

WHEREAS, in furtherance thereof, the Parties now desire to amend the terms and conditions of the Agreement as specified herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement the same as if fully set forth herein

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Provided Licensee is not then in default under this Agreement, the term of this Agreement shall automatically renew on a year to year basis unless either party provides written notice to the other party at least one hundred eighty (180) days prior to the expiration of the then-current Initial or Renewal Term of its intent not to renew the Agreement.

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(B) **Last Mile License Space.** Licensor acknowledges that, to obtain the full operational benefits of Licensee's wireless broadband middle mile network for itself and the residents, businesses, and visitors served by the Network, Licensee may elect to sub-lease a portion of the Premises to a system operator-provider that will connect its communications facilities to that of Licensee in order to provide service to end-users and community anchor institutions. In the event that Licensee enters into a sub-lease with a last mile provider, such sub-lease may provide such last mile provider with any or all of Licensee's rights and responsibilities set forth in this Lease.

(C) Licensee agrees to pay its pro-rata share of any common expenses shared by Licensor, Licensees, and any other entities leasing space on the Tower or adjacent grounds, such as common costs associated with normal operation of the Licensor's facility.

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If to Lessee, to:

Jim Brook
Co-Managing Partner
Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

Gadsden County, Florida

Sherrie Taylor/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
Gadsden County Administration Adams Street

This Amendment No. 1 ("Amendment") to that certain License Agreement for Wireless Communication Equipment Facilities dated September 4, 2012 ("Agreement"), by and between The Board of County Commissioners of Gadsden County, Florida, a political subdivision of the State of Florida, whose address is P.O. Box 1799-Quincy, Florida 32353 ("Licensor"), and the Florida Rural Broadband Alliance, LLC, a limited liability company, whose local business address is 4636 Highway 90, Suite K, Marianna, Florida 32446 ("FRBA" or "Licensee") (collectively, the "Parties"), is effective _____, 2013.

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Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

Gadsden County, Florida

Sherrie Taylor/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

**AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
Gadsden Administration Jefferson St.**

Amendment No. 1 ("Amendment") to that certain License Agreement for Wireless Communication Equipment Facilities dated September 4, 2012 ("Agreement"), by and between the Board of County Commissioners of Gadsden County, Florida, a political subdivision of the State of Florida, whose address is P.O. Box 1799-Quincy, Florida 32353 ("Licensor"), and the Rural Broadband Alliance, LLC, a limited liability company, whose local business address is 4636 Highway 90, Suite K, Marianna, Florida 32446 ("FRBA" or "Licensee") (collectively, the "Parties"), is effective _____, 2013.

RECITALS

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6. **Notices.** Paragraph 27 is amended by restating the contact information for the Licensee's representatives, as follows:

If to Lessee, to:

Jim Brook
Co-Managing Partner
Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

Gadsden County, Florida

Sherrie Taylor/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 22, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator

Subject: Commission Appointment to Inmate Commissary and Welfare Funds Committee

Statement of Issue:

This agenda item seeks Board approval to appoint one Commissioner to serve on the Committee to oversee the Inmate Commissary and Welfare Funds for the Gadsden County Jail for the provision of inmate programs and services.

Background:

The Gadsden County Sheriff created a committee in accordance with Florida Statutes 951.23 – County and Municipal Detention Facilities; Definitions; Administration; Standards and Requirements, and the Florida Model Jail Standards, Chapter 10 – Privileges, which established that if the jail operates a commissary, the profits from the commissary shall be used for overall inmate welfare. An Inmate Welfare Fund Committee shall recommend what expenditures are to be made from these funds. Activities of the Committee shall be reviewed by the Officer-in-Charge or designee, who shall have final authority on expenditures.

The Gadsden County Sheriff recommended that the Inmate Welfare Fund Committee include one County Commissioner, one Community Member, the Jail Chaplain, the Jail Administrator and one other representative from the Sheriff's Department as committee members.

Analysis:

In February of 2011, the Gadsden County Sheriff established the Inmate Welfare Fund Committee to provide direction for the programs implemented using the inmate commissary and welfare funds. The Inmate Welfare Fund Committee shall ensure that the inmate commissary and welfare funds designated for use are spent appropriately and that programs are implemented to assist in the rehabilitation of inmates.

In 2011, the Board appointed Commissioner Sherrie Taylor to serve on the initial committee. Staff seeks Board approval to replace Commissioner Taylor and appoint another Commissioner to the Inmate Welfare Fund Committee.

Fiscal Analysis:

No fiscal impact. The Inmate Welfare Fund that the Committee governs is currently in the Sheriff's budget which is approved by the County Commission.

Options:

1. Approve appointment of a County Commissioner to replace Commissioner Taylor on the Inmate Welfare Fund Committee.
2. Do not approve appointment of a County Commissioner to serve on the Inmate Welfare Fund Committee.
3. Board Direction

County Administrator's Recommendation:

Option 1

Attachment:

None

Board of County Commissioners

Agenda Request

Date of Meeting: November 5, 2013
Date Submitted: October 21, 2013
To: Honorable Chairperson and Members of the Board
From: Robert M. Presnell, County Administrator
Subject: Approval for Funding of the Gadsden County Small Business Service Center

Statement of Issue:

This agenda item seeks Board direction as to how the funding of the Gadsden County Small Business Service Center (SBSC) should be allocated. Currently the SBSC is funded through the Gadsden County Chamber of Commerce.

Background:

Prior to the current fiscal year (FY 2013-14), the Board contracted with the Chamber to provide economic development services for the County. Subsequently, the SBSC was funded as a component of the Chamber, with oversight provided by the Chamber. Since the Board has approved Gadsden County Economic Development Council to provide its economic development services, staff seeks direction from the Board as to its desire to continue funding the SBSC through the Chamber.

Fiscal Impact:

\$30,000 has been budgeted for the SBSC for FY 2013-'14.

Options:

1. Approve the Gadsden County Small Business Service Center Agreement.
2. Do not approve the Gadsden County Small Business Service Center Agreement.
3. Board Direction.

County Administrator's Recommendation:

Option 3

Attachment:

Gadsden County Small Business Service Center 2013-2014 Service Agreement/Action Plan

The Gadsden County
Small Business Service Center

2013 – 2014 SERVICE AGREEMENT

Provided as a service of:



ACTION PLAN

Revised: October 8, 2013

Submitted to: *The Gadsden County Board of County Commissioners*

Service period: *October 2013 – September 2014*

Introduction/Objective

The overall goal of the Small Business Service Center is to serve as a resource center for existing businesses and prospective businesses owners. Having a dedicated staff will allow for personal attention and a support system that facilitates economic growth and stability; while assisting local business in remaining competitive in today's economy. We will work with the community, businesses, government and professionals in a voluntary partnership to build a healthy economy and improve the quality of life for all of Gadsden county citizens.

Staff

Program Director, will provide oversight and direction for this program. Additionally she will be responsible for day to day operations to ensure that goals are met in a timely and efficient manner. This will include working with individuals/businesses to assist them wherever possible, coordinating training/workshops as available and working with the six municipalities to offer services in each community. Other duties include budget oversight, personnel supervision, media/public relations and quarterly reporting to funding agent.

Outreach Coordinator, will be the primary contact in the field, working daily with the business community to determine their needs and develop a plan of action to assist them.

Course Provider (TBD). An outside instructor will be retained to conduct a series of six classes including Starting a Business, Writing a Business Plan, Marketing, Customer Service, Business Accounting and Small Business Taxes.

Services To Be Provided

The Small Business Service Center agrees:

1. Maintain regular office hours to provide easy accessibility to business owners;
2. Work with businesses to complete business designations, 501(c)(3) applications, funding applications, etc.;

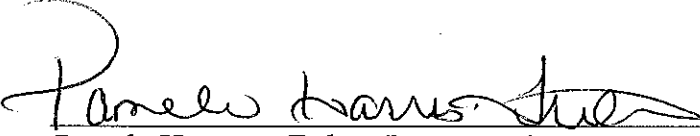
3. Offer training sessions, seminars and networking opportunities as available;
4. Provide technical assistance;
6. Prepare a Guide to Starting and Growing a Business in Gadsden County;
7. Work with businesses to forge relationships that are mutually beneficial;
8. Encourage orderly expansion and development;
9. Prepare and distribute quarterly newsletters;
10. Provide input for monthly Chamber page with local newspaper; and,
11. Attend meetings/seminars/workshops within the district to take advantage of networking opportunities and gain knowledge that would be beneficial to our citizens.

Cost of Services

The Gadsden County Small Business Service Center is dedicated to its citizens, the business community and the economic well-being of all. The cost associated with these services is \$30,000 per the final BOCC budget.

In prior years, funding has only allowed for part-time employees and limited training. As the program continues to grow in the community, the need for our service has grown. In order to give our clients the attention and service that expect and deserve, we have extended our hours without compensation. We are seeking additional funding to allow for the increased hours for staff, a trainer for courses and funds for day-to-day operations.

The Small Business Service Center agrees to provide quarterly status reports to the funding agency as well as maintain a good working relationship with the Board of County Commissioners.


Pamela Harrison-Tribue, Program Director

10/7/13
Date

Gadsden County Board of County Commissioners
2013 - 2014 Budget

Budget request \$30,000

Salaries

Program Director	\$19,200
------------------	----------

Consultant(s)	5,000
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Facility Use	3,600
--------------	-------

Supplies	<u>\$2,200</u>
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Total	<u><u>\$30,000</u></u>
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Budget Line Item Description

Salaries (staff)

This line item covers two part-time employees at a minimum 25 hours per week. Resumes attached.

Consultant(s)

In order to provide quality classes/seminars/workshops it is sometimes necessary to retain the services of professionals in that field. Volunteers are used whenever possible but due to the length of the courses offered there is a need to hire an instructor.

Facility Use

This line item refers to the cost associated with housing the employees, access to telephone and office equipment and for the use of a facility to hold classes/seminars/workshops.

Supplies

This line item includes the various office supplies needed to carry out regular duties and needed for class preparation. Course manuals are also included in this area.

SBSC

Gadsden County Small Business Service Center

October 2013 – September 2014



Quarterly Newsletter

October – December

January – March

April – June

July – September

Free Tax Preparation

November/December – recruitment and training

January – April: tax preparation

Seminars/training sessions *(dates TBD)*

Writing a Business Plan

Money Management

Starting a Business

Small Business Taxes

Customer Service

Finding Financing

Time Management

Other:

After-hour business mixer in the major municipalities

Luncheon for Administrative Assistants Day

Board of County Commissioners Agenda Request

Date of Meeting: November 5, 2013

Date Submitted: October 7, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Lee Garner, TDC Chairman
Mary Kelly, Legacy Marketing, Inc.

Subject: Continuation of Agreement Between Gadsden County Tourist Development Council and Legacy Marketing, Inc.

Statement of Issue:

This agenda item seeks Board approval of the continuation of the Agreement between the Gadsden County Tourist Development Council and Legacy Marketing, Inc. (Mary Kelly).

Background:

Bid No. 12-14 was awarded to Legacy Marketing Inc. (Mary Kelly) for the promotion of Gadsden County as a travel destination and the creation of a marketing program. During the March 19, 2013 regular Board of County Commissioners meeting, this Agreement was solely approved based upon on a 6 month performance evaluation and Board of County Commissioners approval.

Analysis:

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

Fiscal Impact:

As approved by the Board, the agency agreed to a \$2,000 per month contract totaling \$24,000.00 annually. **Contingency of the Agreement was solely based upon a 6 month performance review.**

Options:

Option 1 Direction of the Board.

County Administrator Recommendation:

Option 1

Attachments:

1. RFP and Bid Information
2. Firm/Coordinator Agreement
3. Vendor Performance Evaluation(s)
4. Copies of Monthly Retainer Reports (Invoices)
 *Invoices for video and magazine not included
5. Vendor Payment History Report

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.

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.

VOTED 5-0 BY VOICE VOTE TO APPROVE ITEMS 3, 4, 6 & 7.

- 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**
Item pulled for discussion by Chair Croley.
- 6. Surplus Ambulances**
The surplus vehicles:
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
- 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**
The contingency of this agreement is solely based upon a 6 month performance review.

ITEMS PULLED FOR DISCUSSION

- 5. Request Approval of Collective Bargaining Agreement between IBEW Local 2152 and Gadsden County Board of County Commissioners**
Chair Croley stated he did not have a problem with Union representation and asked how many members IBEW represented.

Mr. Presnell asked Mr. Lawson to come forward since he had negotiated the contract.

Mr. Lawson stated the union represented all of the non-supervisory employees in the bargaining unit and there were 14 dues paying members out of the 64 employees and that only the supervisors were not eligible to be members.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 3-2 BY VOICE VOTE TO APPROVE THE ITEM. CHAIR CROLEY AND COMMISSIONER MORGAN OPPOSED.

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

Mr. Ed Allen, Lake Talquin, appeared before the Board and stated that the questions he had had been answered earlier by Mr. Logan and he just wanted to make sure the redistricting issue would be addressed by the Board. Mr. Presnell stated the item would be on the agenda for the second

7

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

GADSDEN COUNTY COMMISSION
APPROVAL DATE: 3-19-13

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

PUBLIC RELATIONS SERVICES AGREEMENT

Agreement made this 19th day of March, 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 March 19th, 2013 and continue for a period of 12 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

Doug Croley, Gadsden County BOCC Chairman

3-19-2013

Date

Mary Kelly

Mary Kelly, Legacy Marketing (Agency)

3-19-2013

Date

Debra Minnis

Debra Minnis, BOCC County Attorney

3-19-2013

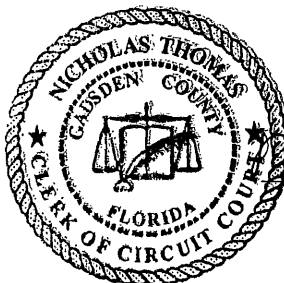
Date

Elmon Lee Garner

Elmon Lee Garner, TDC Chairman

3-19-2013

Date



ATTEST

Marcella Blocker, Deputy

Gadsden County Clerk of Courts



Gadsden County Board of County Commissioners Gadsden County Tourist Development Council

VENDOR PERFORMANCE EVALUATION FORM

Instructions: Use this form to report vendor performance (positive or negative) for deliveries/goals and rendering of services. Only page 2 is required, however, if any area on page 2 is marked "unsatisfactory", page 3 must also be filled out and submitted with page 1 (see page 3, Explanations/Comments, when marking "unsatisfactory"). Page 3 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 3. Attach documents, if applicable.

VENDOR/COMPANY: **Mary Kelly, Owner**
Legacy Marketing, Inc.
Tallahassee, Florida

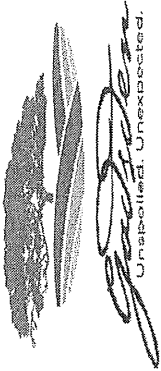
DEFINITIONS

OUTSTANDING – Vendor considerable exceeded minimum contractual requirements or performance expectations of the products/services: The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) – Vendor exceeded minimum contractual requirements or performance expectations of the product/services.

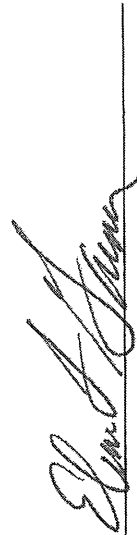
SATISFACTORY (Sat) – Vendor met minimum contractual requirements or performance expectations of the product/services.

UNSATISFACTORY (Unsat) – Vendor did NOT meet the minimum contractual requirements or performance expectations of the products and/or services: Performed below minimum requirements (see page2, Experience/Comments)

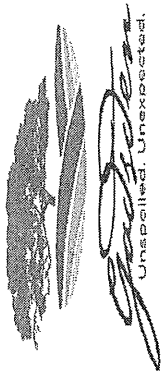


EVALUATIONS (Place "X" in appropriate box for each major area.)

CRITERIA	Outstanding	Exc.	Sat.	Un Sat.	Not Applicable
1. Maximize use of funding to effectively promote Gadsden County regional and national.		X			
2. Developed and implemented a creative social media marketing strategy.		X			
3. Increased overnight visits, length of stays, and repeated visits.			X		
4. Increase awareness of County's visitor assets and image.		X			
5. Creativity and Development of press releases to attract positive media awareness and attention.		X			
6. Effectively communicates with potential visitors and current residents.		X			
7. Preparation and distribution of collateral tourism marketing materials.		X			
8. Coordination/assistance with festival and event planners to promote an increase in out of town visitors.		X			
9. Increase awareness of Gadsden's "Target Markets".		X			
10. Overall evaluation of compliance with contract requirements.		X			

Signature: 

Name/Title: __ Chairman, Gadsden TDC



EXPLANATIONS/COMMENTS

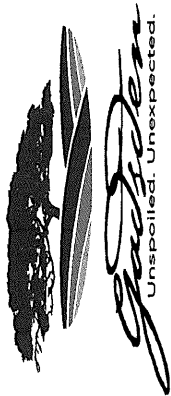
1. Do not submit page 2 without page 3.
2. Be Specific (include paragraph and page numbers referenced in the contract/agreement)

I feel Legacy had done as great a job as possible under the circumstances they were provided. They have been very active in the county with obtaining promotional material to represent our county to others. I am in agreement to have them continue as our coordinator.

Signature: _____

A handwritten signature in black ink, appearing to read "Ann J. Starn", written over a horizontal line.

Name/Title: Chairman, TDC

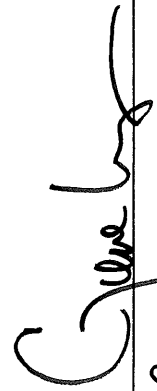


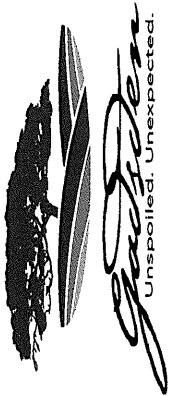
EVALUATIONS (Place "X" in appropriate box for each major area.)

CRITERIA	Outstanding	Exc.	Sat.	Un Sat.	Not Applicable
1. Maximize use of funding to effectively promote Gadsden County regional and national.				✓	
2. Developed and implemented a creative social media marketing strategy.			✓		
3. Increased overnight visits, length of stays, and repeated visits.					✓
4. Increase awareness of County's visitor assets and image.			✓		
5. Creativity and Development of press releases to attract positive media awareness and attention.				✓	
6. Effectively communicates with potential visitors and current residents.					✓
7. Preparation and distribution of collateral tourism marketing materials.			✓		
8. Coordination/assistance with festival and event planners to promote an increase in out of town visitors.			✓		
9. Increase awareness of Gadsden's "Target Markets".			✓		
10. Overall evaluation of compliance with contract requirements.			✓		

Don't know

Don't know

Signature: 
 Name/Title: GERTIE MORGAN, BOCC



EXPLANATIONS/COMMENTS

1. Do not submit page 2 without page 3.
2. Be Specific (include paragraph and page numbers referenced in the contract/agreement)

CRITERIA I: DO NOT SEE ANY DIFFERENCE FROM TIME PERIOD PRIOR TO
LEGACY AGREEMENT.

CRITERIA II: AGAIN, I DO NOT SEE THE PROACTIVE, CREATIVE APPROACH
I WAS EXPECTING. SEEMS LIKE SAME, FAMILIAR STRATEGIES.

Signature: Cyril
Name/Title: CHÉLÉ MORGAN, BOCE

Legacy Marketing & Events

INVOICE

2962 N Umlerland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: October 22, 2013
INVOICE # 300
FOR: April 2013
Retainer

Bill To:

Name
Gadsden County TDC

Quincy, FL
Attn, Soynya Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION	AMOUNT
TDC Monthly Agency Retainer - April	2,000.00
Attended TDC Meeting	
Obtained Information on: Web presence & Review of:	
egadsden.com / Facebook / Twitter / hootsuite / Visit Florida / Gmail / Analytics	
Word Press	
Started Review of Web	
Inactivated some old content	
Posted 4 New Content - Events - & Schedule for Gadsden Museum	
Attended 2 HMA meetings for Havana Day Event - Planing	
Started Review of Email -	
Started Review of Blog coments	
TOTAL	\$ 2,000.00

Make all checks payable to Legacy Marketing
If you have any questions concerning this invoice, contact Mary 850-510-4148

THANK YOU FOR YOUR BUSINESS!

Legacy Marketing & Events

INVOICE

2962 N Umlerland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: October 22, 2013
INVOICE # 306
FOR: May 2013
Retainer

Bill To:

Name
Gadsden County TDC

Quincy, FL
Attn, Soynya Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION	AMOUNT
TDC Monthly Agency Retainer - May 2013	2,000.00
Attended Meeting in Quincy with TDC Advertising committee	
Attended Meeting in Chattahoochee with City Manager	
Obtained Information on: Web presence & Review of:	
egadsden.com / Facebook / Twitter / hootsuite / Visit Florida / Gmail / Analytics	
Word Press	
Started obtaining information and made contacts with Ron Sachs communication - Go Daddy	
Inactive some old content	
Posted New Content - Events - & Schedule for Gadsden Museum	
Attended 2 HMA meetings for Havana Day Event - Planning	
Read & Update Email - current	
Read & purify Blog comments	
Made contacts with Visit Florida, Viva Florida	
TOTAL	\$ 2,000.00

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THANK YOU FOR YOUR BUSINESS!

Legacy Marketing & Events

INVOICE

2962 N Umlerland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: October 22, 2013
INVOICE # 326
FOR: June 2013
Retainer

Bill To:

Name
Gadsden County TDC

Quincy, FL
Attn, Soynya Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION	AMOUNT
TDC Monthly Agency Retainer - June 2013	2,000.00
Attended Meeting in Quincy with TDC Advertising committee , Re Billboard campain	
Research projects: (Mobile app, Billboards I 10)	
Working projects and posting to:	
egadsden.com / Facebook / Twitter / hootsuite / Visit Florida / Gmail / Analytics	
Word Press	
Communicated and finished site Migration of Go Daddy and file share from Word Press	
Attended Havana Day recap Meeting & Merchants meeting 2 attendee's	
Read & Update Email - current	
Read & purify Blog comments	
Remove, bad email content for posts.	
TOTAL	\$ 2,000.00

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THANK YOU FOR YOUR BUSINESS!

Legacy Marketing & Events

INVOICE

2962 N Umlerland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: October 22, 2013
INVOICE # 335
FOR: July 2013 Retainer

Bill To:

Name
Gadsden County TDC

Quincy, FL
Attn, Soynya Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION	AMOUNT
TDC Monthly Agency Retainer - July 2013	2,000.00
Attended Meeting in Quincy with TDC , Budgeting & Meeting with Ad Committee	
Research projects: (Mobile app, Billboards I 10 Proposal, Community Mapping)	
Working projects and posting to:	
egadsden.com / Facebook / Twitter / hootsuite / Visit Florida / Gmail / Analytics	
Word Press	
Work on 2014 Budget Proposal	
Review Visit Florida partnership & Web	
Read & Update Email - current	
Read & purify Blog comments	
Remove, bad email content for posts.	
Attended Rual Florida Economic Boot camp on Florida TV.	
Work with Lee Garner on Florida Travel & Lifestyles Magazine ad for Gadsden	
Read Govonors Visit Florida Marketing Plan for 2013 -14 & Stats	
TOTAL	\$ 2,000.00

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THANK YOU FOR YOUR BUSINESS!

Legacy Marketing & Events

INVOICE

2962 N Umberland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: August 18,2013
INVOICE # 339
FOR: August 2013
Retainer

Bill To:

Name
Gadsden County TDC
9 east Jefferson st
Quincy, FL 32351
Attn, Soyna Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION	AMOUNT
TDC Monthly Agency Retainer - August 2013	2,000.00
Attended Meeting in Quincy with TDC , Aug 19th	
Attended Meeting in Quincy - Riverway South , Aug 20th	
Research projects: (Mobile app, , Community Mapping)	
Finsh contracts and proofs Lamar Billboards on I 10 Corridor	
Working projects and posting to:	
egadsden.com / Facebook / Twitter / hootsuite / Visit Florida / Gmail / Analytics	
Word Press	
Work on 2014 Budget Proposal	
Finsh Ads for Florida Travel Magazine - South shore S Horowitz	
Read & Update Email - current	
Read & purify Blog comments Current (Finally)	
Remove, bad email content for posts.	
Create online Back up for egadsden.com and schedules	
Attended Marketing Meeting in Quincy with Marketing comittiee, July 24	
Reach out to Chattahoochee Boat Race - ODBRA on Aug 10th Race	
TOTAL	\$ 2,000.00

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THANK YOU FOR YOUR BUSINESS!

Legacy Marketing & Events

INVOICE

2962 N Umlerland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: Sept 20 2013
INVOICE # 369
FOR: September 2013
Retainer

Bill To:

Name
Gadsden County TDC
9 east Jefferson st
Quincy, FL 32351
Attn, Soyna Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION		AMOUNT
TDC Monthly Agency Retainer - Sept 2013		2,000.00
Attended Meeting in Quincy with TDC , 9-16		
Attended Meeting in Quincy - Pre Roll / pre production for Quincy Theate		
Research projects: (Mobile app, , Community Mapping) Jeff to get Map that had been done		
Meeting with Pam Porwood - River way South		
Working projects and posting to:		
egadsden.com / Facebook / Twitter / hoot suite / Visit Florida / Gmail / Analytics		
Word Press		
Set up Back up Programs for egadsden / Who owns	visit gadsden.com TDC	
Pre Production for Casino in Gretna 9-9-20	HMA Meeting 9- 19	
Read & Update Email - current		
Read & purify Blog comments Current (Finally)		
Remove, bad email content for posts.		
Full Data back-up / City managers contact information searches /		
Attended The Governors conference tourism	9 - 11 / 9-13	
Schedule for Grants and amounts		
TOTAL		\$ 2,000.00

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THANK YOU FOR YOUR BUSINESS!

Legacy Marketing & Events

INVOICE

2962 N Umlerland Dr
Tallahassee FL 32309
850-510-4148 850 284-79664

DATE: Sept 20 2013
INVOICE # 371
FOR: October 2013
Retainer

Bill To:

Name
Gadsden County TDC
9 east Jefferson st
Quincy, FL 32351
Attn, Soyna Burns - 850 875-8659 - sburns@gadsdencountyfl.gov

DESCRIPTION		AMOUNT
TDC Monthly Agency Retainer - Oct 2013		2,000.00
Attended Meeting in HMA in Havana, 9-19		
Attended Meeting in Quincy - TDC 9-26		
Research projects: (Mobile app, , Community Mapping)		
Call about the spring tours in Quincy, Chattahoochee		
Working projects and posting to:		
egadsden.com / Facebook / Twitter / hoot suite / Visit Florida / Gmail / Analytics		
Word Press		
Meeting with Quincy Fighting Tigers and Sherriff Young	1-Oct	
Meeting in Quincy Courthouse Committee	1-Oct	
Read & Update Email - current		
Read & purify Blog comments Current (Finally)		
Remove, bad email content for posts.		
Full Data back-up		
Attended Tallahassee meeting on tourism	26-Sep	
Meeting in Quincy QFT at Sheriffs office with Major & Richard Burns		
TOTAL		\$ 2,000.00

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THANK YOU FOR YOUR BUSINESS!



SUNGARD PENTAMATION INC.

DATE: 10/22/2013

TIME: 09:20:39

SELECTION CRITERIA: transact.vend_no='5815'

GABSDEN COUNTY BOCC
VENDOR PAYMENT HISTORYPAGE NUMBER: 1
ACCTPA31

-----VENDOR-----		INVOICE	1099	CHECK NO	DEPARTMENT	-----DESCRIPTION-----		SALES TAX	AMOUNT
		ENCUMBRANCE	P/F	DATE	PROJ/TASK	CONTROL			
5815	LEGACY MARKETING	170	M	48686	0020-54900	ADS-QUINCY MUSIC THEATR		0.00	1000.00
		0		06/08/12		FINEL			
5815	LEGACY MARKETING	300	M	53338	0020-53400	APRIL MONTHLY RETAINER		0.00	2000.00
		0		05/17/13		FINAL			
5815	LEGACY MARKETING	306	M	53495	0020-53400	MONTHLY RETAINER/MAY		0.00	2000.00
		0		05/31/13		LORI			
5815	LEGACY MARKETING	326	M	53828	0020-53400	MONTHLY RETAINER/JUNE		0.00	2000.00
		0		06/28/13		LORI			
5815	LEGACY MARKETING	335	M	54214	0020-53400	MONTHLY RETAINER/JULY		0.00	2000.00
		0		07/26/13		RW3			
5815	LEGACY MARKETING	339	M	55832	0020-53400	MONTHLY RETAINER/AUG		0.00	2000.00
		0		09/06/13		LORI			
5815	LEGACY MARKETING	REIMBURSE	M	55832	0020-53400	GO DADDY INVOICES		0.00	66.22
		0		09/06/13		LORI			
5815	LEGACY MARKETING	351	M	55979	0020-53400	VIDEO CHATT BOAT RACE		0.00	2000.00
		0		09/20/13		RW2			
5815	LEGACY MARKETING	351	M	55979	0020-53400	VIDEO GADS ART CNTR		0.00	2000.00
		0		09/20/13		RW2			
5815	LEGACY MARKETING	369	M	56215	0020-53400	MONTHLY RETAINER-SEPT		0.00	2000.00
		0		10/08/13		OY 10/07			
TOTAL VENDOR								0.00	17066.22
TOTAL REPORT								0.00	17066.22

RUN DATE 10/22/2013 TIME 09:20:40

SUNGARD PENTAMATION INC. - FUND ACCOUNTING