BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING
December 9, 2024 at 6:00 PM
Edward J. Butler Governmental Complex
9-B East Jefferson Street
Quincy, Florida

AGENDA

1. **Call to Order.**

2. **Invocation.**

3. **Pledge of Allegiance.**

4. **Amendments to the Agenda.**

5. **Approval of Agenda.**

6. **Citizens Requesting to Be Heard on Non-Agenda Items (3-minute limit).**

The Gadsden County Board of County Commissioners welcomes and encourages public participation at all meetings of the Board. Citizens are free to speak for up to three (3) minutes on non-agenda items. Public comments and participation are also encouraged for items on the agenda.

Additionally, if you are unable to attend a meeting in person, comments from the Public can also be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until noon on the date of the meeting. Comments submitted after the deadline, but prior to the meeting, will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting.

Citizens are further encouraged to participate on the County's website at www.gadsdencountyfl.gov.

7. **General Business.**

7.a Interim County Administrator's Agreement
(Eric F. Hinson, Chairman)
Interim County Adm Agreement.pdf

7.b Review of County Administrator's Position and Criteria for Advertising
(Eric F. Hinson, Chairman)
Reveiw of CA PD and Criteria.pdf

7.c County Attorney Discussion regarding upcoming Shade Meeting
(Thornton Williams, County Attorney)

7.d County Attorney Legal Services Agreement
(Eric F. Hinson, Chairman)
County Attorney Legal Services Agreement.pdf

8. Motion to Adjourn.

Board of County Commissioners
Agenda Request

Date of Meeting: December 9, 2024

Date Submitted: December 5, 2024

To: Honorable Chairman and Members of the Board

From: Eric F. Hinson, Chairman

Subject: Interim County Administrator's Agreement

Statement of Issue:

This agenda item is presented to the Board per the direction of the Board Chairman.

Background:

The Agreement for the Interim County Administrator was discussed and voted 5-0 to approve at the December 2, 2024, Meeting.

Analysis:

None.

Fiscal Impact:

There is no fiscal impact at this time.

Options:

1. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Agreement for Interim County Administrator.

EMPLOYMENT AGREEMENT

This agreement, ("**Agreement**"), effective as of this _____ day of_____, 2024, by and between the **Board of County Commissioners of** Gadsden **County, Florida,** a political subdivision of the State of Florida, (hereinafter, the "**Board**") and Mr. Roosevelt Morris (hereinafter, "**Morris**") known individually as a ("**Party**") and collectively as the ("**Parties**").

WHEREAS, on November 19, 2024, the Board appointed Morris to fill the Gadsden County Administrator's position, as the Interim County Administrator; **and**

WHEREAS, the Board desires to employ Morris as the Interim County Administrator under the terms and conditions set forth herein; **and**

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

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

SECTION 1: COMMENCEMENT AND TERMS.

A. The Parties agree that the above recitals are incorporated by reference herein and are considered a part of this Agreement.

B. Pursuant to Section 125.73, Florida Statutes, the Board hereby appoints Morris as the Interim County Administrator.

C. The effective date of this appointment is retroactively to November 19, 2024.

D. The term of this agreement shall be on an interim basis. Morris agrees to serve as the Interim County Administrator until a County Administrator has been hired by the Board, and the agreement between the new County Administrator and the Board has been approved by the Board and executed by the new County Administrator.

E. It is expressly agreed and understood by the parties that Morris serves at the pleasure of the Board. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the employment of Morris at any time, subject to and in accordance with the terms of this Agreement.

F. The parties further agree that upon completion of his services under this agreement, Morris shall be returned to his position as the Interim Assistant County Administrator.

G. Additionally, the parties agree that should the position of Interim Assistant County Administrator be filled by the newly hired County administrator, that Morris shall be placed in the position of Building Official.

SECTION 2: DUTIES.

The Board agrees to employ Morris as the Interim County Administrator of the County to perform all duties as specified by law, including but not limited to section 125.74, Florida Statutes, and County ordinances. Morris shall perform such other proper duties as assigned by the Board. All powers and duties under Chapter 125, Florida Statutes, and any reference thereinafter referring to the County Administrator are granted to Morris until this Agreement is terminated.

SECTION 3: COMPENSATION.

A. Morris shall receive a salary of _____, per annum, which shall be paid in equal bi-weekly installments in accordance with the County's usual payroll practices and schedules.

B. Morris shall receive the same adjustments or supplements to his monetary compensation as apply generally to the non-bargaining-unit County employees in accordance with the County's personnel policy; Senior Management benefits under the Florida Retirement System; and special provisions provided hereinafter.

C. As Interim County Administrator, Morris agrees that he will not perform any work, consulting services, or other activities for any other entity, whether for remuneration or at no charge. It is the intent that the Administrator's attention shall be devoted solely to County related duties and obligations.

SECTION 4: INSURANCE COVERAGE.

A. The County shall pay Morris's present insurance premium as he presently has with the County.

B. The County shall provide errors and omissions coverage applicable to acts or omissions of Morris during his employment as Interim County Administrator.

C. The County shall also defend, save harmless, and indemnify Morris against any claim, suit, action, demand, and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident involving or arising out of the scope of his employment and/or the performance of his duties as County Administrator, except for

acts, omissions or incidents that constitute gross negligence or willful, wanton, or reckless conduct.

SECTION 5: ANNUAL, SICK, PERSONAL LEAVE.

A. Morris shall be permitted to carry over his annual and sick leave balances from the State of Florida. Thereafter, Morris will be credited with 176 hours of annual leave and 104 hours of sick leave on the anniversary date of this Agreement, should it occur.

B. Annual leave accrual may not exceed four hundred eighty (480) hours as of his anniversary date of each year. Annual leave hours, in excess of four hundred eighty (480) on his anniversary date, shall be credited to his sick leave accrual. Morris shall be covered by the Florida Retirement System Senior Management class.

SECTION 6: CONFERENCES, TRAINING AND EDUCATION.

The County agrees to pay, within approved budgeted amounts, the cost of subscriptions to professional publications, professional association dues and fees, as well as professional development courses, meetings, conferences, and seminars, incurred during Morris's employment, renewals, and/or extensions thereof.

SECTION 7: GENERAL CONDITIONS OF EMPLOYMENT.

Morris shall be an exempt employee under the Fair Labor Standards Act and the County's personnel policy. The terms thereof shall govern the terms of his employment, except to the extent that they are inconsistent with the terms of this Agreement. In addition to the benefits cited herein, the County shall provide Morris with all standard benefits that apply generally to other exempt County employees.

SECTION 8: TERMINATION CONDITIONS.

A. It is understood and agreed that the Board shall be the sole arbiter as to the effectiveness and efficiency with which Morris performs his duties. If the Board exercises its right to terminate Morris's employment as the Interim County Administrator prior to the appointment of a County Administrator, the parties agree that Morris shall be placed back in the role of Interim Assistant County Administrator or Building Official.

B. The County may terminate this Agreement without prior notice and without any further obligation, other than placement of Morris as outlined above.

SECTION 9: RESIGNATION.

Should Morris voluntarily resign his employment with the Board of County Commissioners, he shall do so by written notice to the Chairperson of the Board. Morris agrees to give the Board 30 days' notice of his decision to resign from the position of Interim County Administrator.

SECTION 10: SEVERABILITY DISPUTES.

Should a court of competent jurisdiction determine that any provision of this Agreement is invalid or unenforceable or cannot be reformed to be made valid or enforceable, all other provisions of this Agreement shall continue in full force and effect. This Agreement shall be governed by the laws of the State of Florida. This Agreement shall be construed and interpreted solely according to its language and shall not be strictly construed against either party. Morris agrees that venue for any lawsuit arising from this Agreement, or its alleged breach shall be in Gadsden County, Florida.

SECTION 11: MISCELLANEOUS PROVISIONS.

A. Headings. The parties agree that the section headings used herein are for convenience only and have no legal effect.

B. Entire Agreement. The Parties agree that this is the entire agreement between the Parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings and there are no commitments, agreements, or understandings as to this Agreement that are not contained in this document.

C. Amendment or Modification of Agreement. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, 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 therewith.

D. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

E. Non-Wavier of Strict Performance. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

F. Non-Assignable. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties nor shall any attempt to make such assignment be void.

G. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

H. Incorporation of Exhibits. Any exhibit(s) attached hereto is expressly incorporated

herein and made a part of this Agreement, and all references to this Agreement shall include the exhibit hereto.

I. Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Gadsden County, Florida and shall lie solely in the U.S. District Court, Northern District of Florida, for any federal court action.

J. Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

1. The singular of any word or term includes the plural;
2. The masculine gender includes the feminine gender; and
3. The word "shall" is mandatory, and "may" is permissive.

K. Attorney's Fees. The parties agree that the prevailing party in any lawsuit arising from this Agreement, or its alleged breach shall be entitled to its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Interim County Administrator

_____

Roosevelt Morris

GADSDEN COUNTY, FLORIDA

_____

Eric Hinson, Chair
Gadsden County Commission

ATTEST:

_____

Clerk of Court

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement"), effective as of the 17th day of October 2023, by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter, the "Board" or "County") and Mr. Ed Dixon (hereinafter, "Mr. Dixon").

WHEREAS, on November 19, 2020, the Board selected Mr. Dixon to fill the Gadsden County Administrator's position, subject to an employment contract approval by the Board; and

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

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

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

SECTION 1: COMMENCEMENT AND TERMS.

Pursuant to Section 125.01, Florida Statutes, the Board hereby re-appoints Mr. Dixon as the Gadsden County Administrator effective 10/17, 2023.

A. The term of this agreement shall be for a period of three (3) years, from 10/17, 2023, until 11:59PM on 10/16, 2026, unless terminated earlier in accordance with the terms of this Agreement. Mr. Dixon shall notify the Board at least one hundred and eighty (180) days prior to expiration of the initial term and/or any renewal term of this Agreement. In the event the Board elects not to renew this contract pursuant to this section, Mr. Dixon shall not be entitled to any severance pay as defined and fully set forth hereinbelow.

B. It is expressly agreed and understood between the parties, however, that Mr. Dixon serves at the pleasure of the Board. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the employment of Mr. Dixon at any time, subject to and accordance with the terms of this Agreement.

SECTION 2: DUTIES; AT-WILL EMPLOYMENT.

The Board agrees to employ Mr. Dixon as the County Administrator of the County on an "at will" basis and at the pleasure of the Gadsden County Board of Commissioners, until his employment is terminated by the Board, or he resigns as County Administrator, to perform all duties as specified by law, including but not limited to Florida Statues 125.74, and ordinance and to perform such other proper duties as assigned by the Board. All powers and duties under Chapter 125, Florida Statutes, and any reference thereinafter referring to the County Administrator are granted to Mr. Dixon until this Agreement is terminated. The Board may review Mr. Dixon's performance annually.

SECTION 3: COMPENSATION.

Mr. Dixon shall receive a salary of $140,000.00 per annum, which shall be paid in equal bi-weekly installments in accordance with the County's usual payroll practices and schedules. Mr. Dixon shall receive: the same adjustments or supplements to his monetary compensation as apply generally to the non-bargaining-unit County employees in accordance with the County's personnel policy; Senior Management benefits under the Florida Retirement System; and special provisions provided hereinafter.

As County Administrator, Mr. Dixon agrees that he will not perform any work, consulting services, or other activities for any other entity, whether for remuneration or at no charge. It is the intent that the Administrator's attentions will be devoted solely to County related duties and obligations.

SECTION 4: INDIVIDUAL BENEFITS.

The County shall provide Mr. Dixon with a car allowance of six hundred dollars ($600.00) per month. Mr. Dixon shall not be provided with a vehicle at the County's expense and in accordance with the County's vehicle use policy. Mr. Dixon shall bear all expenses for insurance, maintenance and fuel from the car allowance. The County shall provide Mr. Dixon with a smart phone, computer and reasonable technology needed to conduct County business.

SECTION 5: INSURANCE COVERAGE.

The County shall pay Mr. Dixon's family-coverage premium for group health insurance, dental insurance, disability insurance, and vision insurance. The County agrees to provide Mr. Dixon with a $50,000.00 life insurance benefit; and a deferred compensation benefit at 5% of his annual, base salary.

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

SECTION 6: ANNUAL, SICK, PERSONAL LEAVE, AND PENSION FUND.

Mr. Dixon shall be permitted to carry over his annual and sick leave balances from the State of Florida. Upon the effective date of this Agreement, Mr. Dixon shall be credited with 176 hours of annual leave and 104 hours of sick leave. Thereafter, Mr. Dixon will be credited with 176 hours of annual leave and 104 hours of sick leave on his county employment anniversary date. Annual leave accrual may not exceed four hundred eighty (480) hours as of his anniversary date of each year. Annual leave hours, in excess of four hundred eighty (480) on his anniversary date, shall be credited to his sick leave accrual. Mr. Dixon shall be covered by the Florida Retirement System Senior Management class.

SECTION 7: CONFERENCES, TRAINING AND EDUCATION.

The County agrees to pay, within approved budgeted amounts, the cost of subscriptions to professional publications, professional association dues and fees, as well as professional development courses, meetings, conferences, and seminars, incurred during Mr. Dixon's employment, renewals, and/or extensions thereof.

SECTION 8: GENERAL CONDITIONS OF EMPLOYMENT.

Mr. Dixon shall be an exempt employee under the Fair Labor Standards Act and the County's personnel policy. The terms thereof shall govern the terms of his employment, except to the extent that they are inconsistent with the terms of this Agreement. In addition to the benefits cited herein, the County shall provide Mr. Dixon with all standard benefits that apply generally to other exempt County employees.

SECTION 9: TERMINATION CONDITIONS AND SEVERANCE PAY.

It is understood and agreed that the Board shall be the sole arbiter as to the effectiveness and efficiency with which Mr. Dixon performs his duties. Mr. Dixon serves at the pleasure of the Board of County Commissioners.

If the County exercises its right to terminate Mr. Dixon's employment as County Administrator prior to the end of the contract period, Mr. Dixon shall receive his salary and benefits for twenty (20) weeks as severance, payable in accordance with the County's biweekly pay schedule. If terminated, Mr. Dixon shall also be paid up to four hundred eighty (480) hours for his unused annual leave balance and paid for one-half (1/2) of his unused sick leave hours balance.

The County may terminate this Agreement without prior notice and without any further obligation, other than salary and benefits due and owing as of the date of his termination and as expressed above in this Agreement.

Pursuant to Florida Statutes 215.425, if Mr. Dixon is fired for any misconduct, as defined in Florida Statutes 443.036, and as specified below, he shall not be entitled to any severance payments under the terms of this agreement.

Misconduct irrespective of whether the misconduct occurs at the workplace or during working hours, includes but is not limited to, the following, which may not be construed in pari materia with each other:

a. Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than $50, or theft of employer property or property of a customer or invitee of the employer;

b. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer;
c. Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence;
d. A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state;
e. A violation of an employer's rule, unless the claimant can demonstrate that:
    1. He or she did not know, and could not reasonably know, of the rule's requirements;
    2. The rule is not lawful or not reasonably related to the job environment and performance; or
    3. The rule is not fairly or consistently enforced.
f. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

SECTION 10: RESIGNATION.

Should Mr. Dixon voluntarily resign his employment with the Board of County Commissioners, he shall do so by written notice to the Chairperson of the Board. In the event of such resignation, no severance will be paid to him, but he shall be paid for up to four hundred eighty (480) hours of his unused annual leave balance; paid for one-half (1/2) of his unused sick leave hours balance; and have his insurance premiums paid for the two (2) succeeding months by the County.

SECTION 11: AMENDMENTS.

This Agreement may be modified only in writing and by signature of both parties.

SECTION 12: SEVERABILITY DISPUTES.

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

SECTION 13: HEADINGS; LANGUAGE.

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

SECTION 14: ACKNOWLEDGMENT; ENTIRE AGREEMENT; MODIFICATION.

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

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

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

By Order of the Gadsden County Board of County Commissioners on this 17 day of Oct 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA:

By: _____
Nicholas Thomas
Clerk of the Circuit Court

By: _____
Kimblin E. NeSmith
Chairman

By: _____
Edward J. Dixon
County Administrator

Board of County Commissioners
Agenda Request

Date of Meeting: December 9, 2024

Date Submitted: December 5, 2024

To: Honorable Chairman and Members of the Board

From: Eric F. Hinson, Chairman

Subject: Review of County Administrator's Position and Criteria for Advertising

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Statement of Issue:

This agenda item is presented to the Board for direction on the criteria for selecting a County Administrator and the selection process, per the direction of the Board Chairman.

Background:

Attached for review is the County Administrator's position description.

Analysis:

None.

Fiscal Impact:

There is no fiscal impact at this time.

Options:

1. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment(s):

1. County Administrator Position Description

Gadsden County
Board of County Commissioners

Position Description

Position: **County Administrator**	Position Number: **0001**
Department: **Administration**	Position Reports To: **BOCC**
Approved By: **Board**	Approved Date: **August 16, 2016**
FSLA Status: **Exempt**	
Incumbent: **Edward Dixon**	
Position Supervises: (Indicate the position number and title of all positions supervised by this position.) **0002 - Assistant County Administrator** **0003 - Executive Assistant** **0067 - Public Works Director** **0094 -** **0099 - Special Projects Director** **0112 - EMS Director** **0017 - Growth Management Director** **0013 - Building Official** **0192 - Director of Human Resources** **0202 -**	
Work Hours: **Monday - Friday, 8:00am until 5:00pm/Varies**	

SUMMARY

The County Administrator is responsible for supervising and coordinating all activities for the County Commissioners' offices and Departments as indicated by the official county organizational structure through the respective Department Directors. Responsibilities include implementing all approved Board policies and programs; assuring that all directives, decisions, policies, resolutions, ordinances, and regulations issued by The Board are executed and recommending courses of action to The Board on any matter deemed necessary for health, safety, and welfare of Gadsden County.

Additional responsibilities include acting and representing the position of The Board to other elected officials, governmental entities and the general public, and in such capacity, will have extensive contact with various officials and representatives of Federal, State and local governments, citizen groups and the general public.

The County Administrator will report to and receive general directions from The Board of County Commissioners in carrying out assigned responsibilities.

ESSENTIAL DUTIES & RESPONSIBILITIES

Supervise and coordinates general administrative affairs and activities for The Board of County Commissioners.

Exercises general supervision over the Board of County Commissioners' operating and staff support departments of County Government.

Attends Board meeting, participates in discussions, makes recommendation, and gives special reports as requested by The Board.

Interprets Board policy, as necessary for effective daily operations and clarification of The Board's intent in policy matters, until same can be clarified in subsequent Board meetings.

Develops and maintains a clear communications system to convey accurate information and directives effectively between The Board of County Commissioners and all operating entities of County government to insure complete facts are available for The Board of County Commissioners' decision making.

Assists The Board in developing short and long range County goals and objectives, policies, programs and plans, including communications with citizens and citizen groups as to perceived citizen needs and desires.

Develops for consideration of The Board of County Commissioners, programs and projects to accomplish established Board goals and objectives including recommended priorities for accomplishment of same.

Coordinates, in conjunction with Office of the Clerk of Circuit Court, the preparation of the annual operating budget and capital improvement program by departments with assistance from the Department Directors.

Evaluates department budgets and prepares comprehensive budgetary recommendations for The Board of County Commissioners.

Implements the instruction from the Board of County Commissioners regarding the budget as adopted by The Board of County Commissioners, including reports to The Board periodically in the progress, accomplishments, and variances from those instructions.

Initiates corrective action to revise work programs to accomplish objectives established by The Board of County Commissioners.

Recommends annually, as part of the budget process, appropriate organization patterns for County Commissioners.

Administers the County's Equal Employment Opportunity Program; advises The Board of human and monetary resources necessary for implementation of said plan; communication of the Affirmative Action Plan to employees and the general public; preparation of annual report to The Board concerning progress in the area of Equal Opportunity Employment.

Hears and investigate on behalf of The Board of County Commissioners citizens request for services and/or complaints; take corrective action and reports action to The Board.

Represents the County of affairs of intergovernmental relations with other officials and Constitutional Officers or agencies, including neighboring cities or counties.

Provides at The Board's direction public information on the County's activities to the general public, civic organizations and the news media.

Appears as directed by The Board of County Commissioners as official representative of The Board to convey the official County position on matters of importance to The Board.
Certifies travel for Board members; certifies travel and approves leave for Department Directors.

Coordinates activities of department and resolves potential conflicts between departments.

Conducts periodic Department Directors meeting and meetings with other staff members as necessary.

Reviews performance evaluations and merit increase on administrative personnel as recommended by Department Director.

Responsible for the hiring and termination of Department Directors and Division heads and takes appropriate action to hire and terminate.

Approve training and development programs.

Review and make recommendations on proposed new or revised job descriptions.

Performs other duties that may be assigned or as necessary.

SUPERVISORY RESPONSIBILITIES

This position supervises nine positions directly and is indirectly responsible for remaining staff.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Extensive knowledge of the principles and practices of public administration and management as it applies to all areas of municipal and County government operations. Expertise in growth management and economic development. Experience with state and federal legislative processes, regulations, and laws. Proven successful experience working with the public and other stakeholders. Proven successful experience with organizational budgeting, auditing, and managing contracts. Commitment to professional development for self and staff. Proven ability to successfully delegate duties and assignments to meet required deadlines. Exceptional communication skills both orally and written with the ability to make presentations before a group of individuals. Proven conflict resolution experience.

Ability to exercise considerable judgment and direction in establishing and maintaining good working relationships with a diverse workforce. Also ability to maintain working relationships with elected officials, board, department heads and other governing agencies. Must be proficient in computer technology skills.

EDUCATION AND/OR EXPERIENCE

Graduation from an accredited college or university with a Bachelor’s degree in public administration, social science or a related field is required, and a minimum of five years of supervisory experience in municipal or county government, three years of which should be in a high level public administrative position. A Master's degree in Public Administration or a related field is preferred.

PERSONAL CHARACTERISTICS

Must have a positive attitude and be an excellent leader and motivator with strong integrity. Must be innovative with a strong level of accountability. In a creative and dynamic way, build and maintain consensus among staff and governmental entities. Must be able to give and receive constructive feedback and criticism. The Administrator should be accessible to staff and members of the public.

POSITION AUTHORITY/GUIDELINES

The County Administrator is authorized to take any reasonable action necessary to carry out responsibilities as long as such is consistent with position guidelines cited here in. Position guidelines but are not limited to: The Board of County Commissioners' policies and procedures, Personnel Policies and Procedure, applicable provisions of Florida Statutes covering conduct of county administrative activities, adopted county ordinances, and accepted professional standards and practices of public administration.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of a valid Florida driver's license with a favorable driving record.

WORK ENVIRONMENT

The work environment is generally an office environment with periodic outside meeting and appointments.

PERFORMANCE EVALUATION

Work of employee is reviewed through conferences and reports. Job performance is evaluated objectively by The Board of County Commissioners which is a quantifiable measure of productivity on a number of factors related to the employee's overall management and administrative effectiveness. The County Administrator shall serve at the pleasure of The Board of County Commissioners.

This position description was reviewed and discussed with the incumbent: ☐ Yes ☐ No

By signing below, I agree and understand that I must be able to perform each responsibility set forth above to continue my employment with the Gadsden County Board of County Commissioners.

Incumbent's Signature	Date Signed
Supervisor's Signature	Date Signed

Revisions/Updates	

Rev. 08-02-2016

Selection Process for a County Administrator

Department of Human Resources

Choose between **internal recruitment through the Department of Human Resources (HR)** or hiring an **external executive search firm**.

Option 1: Internal Search Format through Human Resources

1. Preparation and Planning

- **Develop Job Description**:
    - Clearly outline responsibilities, qualifications, and required competencies (e.g., strategic planning, public administration, fiscal management).
    - Include salary range and benefits.
- **Define Selection Criteria**:
    - Identify key attributes and experiences desired in the ideal candidate.
    - Assign weights to different criteria (e.g., leadership experience, communication skills, knowledge of local government operations).
- **Establish Timeline**:
    - Create a timeline for the recruitment process, including key deadlines for application submission, review, interviews, and selection.

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2. Recruitment and Outreach

- **Advertising the Role**:
    - Post the job on relevant platforms, such as:
        - County website and newsletters.
        - Local and state job boards (e.g., Florida League of Cities, FACC).
        - National platforms like ICMA and NACo (National Association of Counties).
    - Distribute announcements to professional networks and local organizations.
- **Application Submission**:
    - Require a resume, cover letter, and responses to supplemental questions related to the role.

- Example questions:
    - Describe your experience managing a government budget.
    - How have you successfully engaged with diverse community stakeholders?

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3. Application Review

- **Initial Screening by HR**:
    - Verify minimum qualifications (e.g., degree, experience in government management).
    - Screen for completeness and alignment with the job description.
- **Selection Committee Review**:
    - Form a committee of HR representatives and at least one Commissioner to evaluate applications.
    - Score candidates based on a rubric aligned with the selection criteria.
- **Shortlist Creation**:
    - Identify the top 5–7 candidates for interviews based on their scores.

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4. Interview Process

- **Round 1: Preliminary Interviews**:
    - Conduct by the HR Department or Selection Committee.
    - Focus on technical qualifications, such as budgeting, project management, and legislative experience.
    - Use standardized questions to ensure fairness.
- **Round 2: Final Interviews**:
    - Conducted by the Board of County Commissioners.
    - Include behavioral and situational questions to assess leadership style and decision-making.
    - Examples:
        - How would you handle conflicting priorities among Commissioners?
        - Describe a time when you implemented a successful policy in a previous role.

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5. Assessment and Selection

- **Candidate Evaluation**:
    - Each Board member rates candidates based on a scoring sheet covering leadership, vision, communication, and alignment with county goals.
    - Review references and perform background checks on finalists.
- **Deliberation**:
    - Hold a public or closed session (depending on county rules) to discuss and select the preferred candidate.
- **Final Decision**:
    - Extend a formal offer, contingent on successful contract negotiation and onboarding.

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6. Communication and Feedback

- **Notify Candidates**:
    - Communicate the decision to all applicants, thanking them for their interest.
    - Provide constructive feedback to finalists who were not selected.
- **Public Announcement**:
    - Announce the selection of the new County Administrator in a press release and public meeting.

This internal search format ensures transparency, fairness, and a structured approach to finding the most qualified County Administrator.

Option 2: Use of an External Executive Search Firm

1. Process:

- Select a reputable firm specializing in public administration recruitment.
- Collaborate with the firm to define the role and key qualifications.
- Allow the firm to conduct a broad, nationwide search.
- Review a curated shortlist of candidates pre-screened by the firm.
- Conduct final interviews with candidates presented by the firm.

2. Role of the Search Firm:

- Initial Screening: The search firm screens applications, conducts preliminary interviews, and assesses candidates based on qualifications and fit for the role.
- Curating the Shortlist: The firm presents a list of top candidates to the Board for consideration, often including detailed candidate profiles, assessments, and recommendations.

3. Role of the Board:

- Reviewing the Shortlist: The Board reviews the recommended candidates, assesses their qualifications, and selects who will proceed to the interview stage.
- Conducting Final Interviews: The Board interviews the finalists to evaluate their leadership style, vision, and alignment with the county's goals.
- Making the Final Selection: After the interviews, the Board deliberates and selects the most suitable candidate.

Recommended Executive Search Firms

Below are firms with experience in government and public administration recruitment, serving Gadsden or Leon counties:

1. **CPS HR Consulting**
    - Website: www.cpshr.us
    - Specializes in public sector executive searches.
2. **GovHR USA**
    - Website: www.govhrusa.com
    - Offers customized recruitment services for local governments.
3. **S. Renee Narloch & Associates**
    - Based in Florida with expertise in public administration searches.
4. **Strategic Government Resources (SGR)**
    - Website: www.governmentresource.com
    - National reach with specific local government experience.
5. **Mercer Group Associates**
    - Website: www.mercergroupinc.com
    - Focuses on executive recruitment in public service.

Final Recommendation

For a high-profile role like County Administrator, consider using an **external search firm** to maximize the quality of candidates and ensure a robust, impartial process. Typically, firms charge 20–30% of the position's annual salary or a flat fee. However, if budget constraints are a priority, the **internal HR department** can effectively manage the process with adequate resources and strategic outreach.

Board of County Commissioners
Agenda Request

Date of Meeting: December 9, 2024

Date Submitted: December 5, 2024

To: Honorable Chairman and Members of the Board

From: Eric F. Hinson, Chairman

Subject: County Attorney Legal Services Agreement

Statement of Issue:

This agenda item is presented to the Board per the direction of the Board Chairman.

Background:

The Agreement for Legal Services was approved on October 1, 2024. The term of the agreement is for three years, beginning on the effective date.

Analysis:

None.

Fiscal Impact:

There is no fiscal impact at this time.

Options:

1. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Agreement for Legal Services.

Agreement for Legal Services

THIS **AGREEMENT** dated this 1st day of October, 2024 (the "Effective Date"), by and between the **BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA** (the "**Board**") and **Williams Law Group, P. A.**, (the "**County Attorney"** or "**Firm**"), individually know as a "**Party**" and collectively known as the "**Parties".**

WITNESSETH:

WHEREAS, the Board wishes to retain the services of the County Attorney, as the county's exclusive and primary attorney, to perform the services as set forth in the Scope of Services section below; **and**

WHEREAS, the County Attorney wishes to render to the Board said services, as set forth in the Scope of Services section below; **and**

WHEREAS, the Firm, at the request of the County, began providing legal services on the 18th of September, 2024; **and**

WHEREAS, both Parties agree to abide by the terms and conditions, as provided herein.

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

1. Scope of Services.

In rendering legal services to the Board, each and every member of the Firm shall be available to serve the Board in his or her field of expertise. Services rendered by the County Attorney shall be rendered by Thornton Williams, designated as the Primary Attorney, and Harriet Williams, designated as the Deputy Attorney, and such other Attorney(s) as may be assigned by the County Attorney, from time to time. The additional attorneys assigned by the Firm do not require the Board's prior approval or approval of any kind, as long as the attorneys are compensated at the rates provided herein. Further, should the Firm cease to utilize any attorney, the Firm does not need

the prior approval or any approval of the Board to do so. The County Attorney may render services through any attorney employed by the County Attorney.

The Firm shall be obligated to perform the services described below:

(a) The County Attorney will attend all regular Board meetings and pre-briefings, it being understood that unless the County Attorney is informed otherwise, attendance by the County Attorney at such Board meetings is expected. However, should the County Attorney send a member of the Firm to the meeting he shall so inform the County Administrator beforehand unless circumstances prevent him from doing so. As long as the Firm has a representative at all meetings of the Board, attendance at the meeting is consider satisfied and in compliance.

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

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

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

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

(f) The County Attorney, or a member of the Firm, will prepare such notices,

resolutions and other legal documents in connection with the lawful activities of the Gadsden Planning and Zoning Commission and the Code Enforcement Board, or any other body of the County, as designated by the Board, as each may need.

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

(h) The County Attorney, or a member of the Firm, will represent the Board or County in all litigation matters.

(i) The County Attorney, or a member of the Firm, will represent the Board or County in all legal matters whether or not outlined herein.

2. Compensation.

(a) The County Attorney shall be compensated for services rendered under the Scope of Services (a)-(i), paid in monthly installments, due within 30 days, upon receipt of the firm's monthly statement, as follows:

> A monthly installment of $9,000.00, which will apply to the first 41.8 hours of legal services provided to the Board by the Firm, in each calendar month. Any legal services provided to the Board, except routine telephonic consultation, exceeding 41.8 hours in a calendar month will be billed based on a discounted hourly rate. The discounted hourly rate for Thornton Williams will be $215.00 per hour. The discounted hourly rate for partners and senior associates will be $215.00 per hour. The discounted hourly rate for associate work will be $215.00 per hour. The discounted hourly rate for paralegals shall be $150.00 per hour. Our statements will include separate charges for photocopying at 25 cents per copy, travel, and filing fees, and similar associated costs in providing services to the County and the Board. Fees and expenses of others (such as consultants, experts, and

appraisers) generally will not be paid by us, but will be billed by the consultant directly to your attention unless other arrangements are made in writing.

(b) In lieu of providing a cellular phone, the County shall provide a monthly cellular phone subsidy of $75.00.

3. Invoices.

On or before the 15th day of each month during the term of this Agreement, the County Attorney shall prepare and submit an invoice for such fees, costs, and expenses incurred in providing services during the preceding month. Invoices will include a description of this work performed, time expended during the billing period, time expended on specific tasks, expenses incurred, the amount currently billed and any prior balances. Invoices shall be submitted to the Gadsden County Administrator or the County Administrator's designee. The County agrees to pay the Firm within 30 days of receipt of the invoice.

4. Term of Agreement.

The term of this Agreement is for three years, beginning on the Effective Date, and may be renewed, extended, or modified only by written agreement executed by both parties. The Board agrees that the Firm shall be the sole source of legal services for the County during the duration of this Agreement and that the Board shall not engage any other law firm or any other entity to provide county attorney services or any other legal services to the County or the Board.

5. Retroactivity of this Agreement.

The Parties acknowledge that the County was without legal services support as of the date of September 17, 2024. The Parties acknowledge that legal services were required for the County prior to the execution of this Agreement. The Parties agree that this Agreement shall be retroactively applied to September 18, 2024, to allow for payment by the Firm for service provided prior to the execution of the Agreement.

6. Termination of the Agreement.

(a) Termination for Convenience.

The Parties recognize that the position of County Attorney is crucial to the day-to-day operation of the County. This Agreement is for a three year term and may not be terminated by either party for the convenience of that party. The County and the Board agrees that no other law firm or any other entity shall be secured and used during this period to perform legal services. Should the Board desire to terminate the services under this section sooner than as prescribed herein, the Board agrees to pay the Firm for the entire period of the remainder of the three-year term, as outlined in this paragraph from the date of termination. The amount paid shall be the highest average amount billed by the Firm at the highest average rate of the Firm for the best three months billed.

(b) Termination for Cause. The Board shall have the right to terminate this agreement for cause after 30 days' notice. Cause shall only be defined as a failure to perform the services outlined herein. The Parties agree that there shall be no other interpretation of this section. Further, the Parties agree that should the Board determine that the Firm is subject to termination for cause, that the Board shall provide written notice to the Firm and shall provide for 90 days for the Firm to cure the perceived issue. The cure shall be defined as performing services as defined herein. The Parties agree that there can be no other cause than failure to perform herein and the cure is the performance of those duties as performed herein. Should there be an issue of termination for cause and the Firm has cured the issue by complying with the outlined requirements, herein, the cure is self-actuating and does not require the Board to approve the cure.

Should the Board decided to terminate for cause and it is determined that the basis for termination for and such cause did not exist, as determined by a court of competent jurisdiction, or by negotiation between the parties, the Board agrees to compensate the Firm with three times the average monthly billing for the Firm based upon the average of the highest 3 months of billings, as provided for in the termination for convenience section above for the remainder of the term of the Agreement.

The Board is engaging the Firm to provide legal services as the County Attorney in connection with a variety of matters. After completion of our engagement, changes may occur in the applicable laws or regulations that could have an impact upon the Board's future rights and liabilities. Unless the Board engages the Firm after completion of the term of this Agreement to provide additional advice on issues arising from the matters, the Parties agree that the firm has no continuing obligation to advise you with respect to future legal developments.

7. Board Responsibilities.

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

8. Conflicts.

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

9. RULES OF CONSTRUCTION.

All words used herein in the singular form shall extend to and include the plural. All used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

10. EXECUTION OF AGREEMENT; COUNTERPARTS.

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The parties hereby further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

11. GOOD FAITH.

In order to facilitate the success of the Agreement, the Board and the Firm shall enter into this Agreement in good faith and with mutual trust.

12. AUTHORITY.

Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

13. GOVERNING LAW; VENUE.

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Gadsden County, Florida.

14. NON-WAIVER.

Failure by the Board and the Firm to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such

terms, conditions, and provisions, and the Board and the Firm notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement, as set forth herein.

15. INTERPRETATIONS; HEADINGS.

All Parties hereto acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one Party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

16. ENTIRE AGREEMENT.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. No representations have been made, either express or implied by the parties, other than those expressly set forth in this Agreement.

17. ENFORCEMENT; REMEDIES.

The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in Circuit Court.

18. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under

or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto.

19. MISCELLANEOUS PROVISIONS.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in 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.

(b) **Severability.** If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

(c) No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. EFFECTIVE DATE.

This Agreement shall become effective upon the date of execution as outline above.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first written above.

By: _____

Ronterious Green

Ronterious "Ron" Green
CHAIRPERSON,
Board of Gadsden County Commission

By: _____
Thornton Williams
Williams Law Group, P.A.

ATTEST:

By: _____
NICHOLAS THOMAS, CLERK,
BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT