BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
December 2, 2024 at 6:00 PM
Gadsden County Board of County Commissioners Chambers Edward J. Butler Governmental Complex
9-B East Jefferson Street Quincy

**AGENDA**

1. **Call to Order**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Amendments to the Agenda**

*Request to be added under General Business:*

*11.k. Board Approval of a Task Order with The Integrity Group to Assist the County to Comply and Meet Deadlines for FEMA Disaster Recovery Reporting and Completion of Florida-Recovery Obligation Calculation (F-ROC)*
*(Roosevelt Morris, Interim County Administrator / Janice Harris, Chief Financial Officer)*

*11.l. Board Approval of a Task Order with The Integrity Group to Assist the County to Comply and Meet Deadlines According to US Treasury Rules for APRA Funds*
*(Roosevelt Morris, Interim County Administrator / Janice Harris, Chief Financial Officer)*

5. **Approval of Agenda.**

6. **Awards, Presentations and Appearances**

6a. CareerSource Capital Region Presentation:
(Jim McShane, CEO CareerSource Capital Region)

7. **Consent**

7a. Ratification Memo

(Clerk of Court)
Ratification Memo.pdf

7b. BOCC Meeting/Workshop Minutes:
1. November 4, 2024, Regular BOCC Meeting
2. November 19, 2024 Regular BOCC Meeting
20241104 BOCC Mtg MIN_unbound.pdf
20241119 BOCC Mtg MIN_unbound.pdf

7c. Approval of Library Annual Plan of Service 2024-2025
(Roosevelt Morris, Interim County Administrator / Tabitha D. Washington, Director of Library Services)
Library Annual Plan of Services 2024-2025.pdf

7d. Approval of Sheriff's Office – Automated School Zone Traffic Enforcement Permitting Letters on Letterhead
(Roosevelt Morris, Interim County Administrator / Morris A. Young, Sheriff)
Automated School Zone Traffic Enforcement Permitting Letters.pdf

7e. Approval of the Bridging Barriers, LLC Contract
(Roosevelt Morris, Interim County Administrator / Temeka L. Rollins, Probation Division Manager)
Bridging Barriers Contract.pdf

7f. Approval and Signature on the E911 2024 Fall Rural County Grant Award Acceptance for Eventide NexLog DX Voice Recorder Annual Support, Warranty, and Maintenance
(Roosevelt Morris, Interim County Administrator / Morris Young, Sheriff / Rachel Harrison, E911 Coordinator)
E911 2024 Fall Rural County Grant Award.pdf

7g. Approval of County EMS Award Grant
(Roosevelt Morris, Interim County Administrator)
County EMS Grant Award.pdf

**8. Items Pulled for Discussion**

**9. 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.

**10. Public Hearing**

**11. General Business**

11a. Approval of Fairbanks Ferry Road - Agreement
(Roosevelt Morris, Interim County Administrator / Curtis Young, Public Works Director)
Fairbanks Ferry Road SCOP Agreement.pdf

11b. Approval of Florida Department of Health, Bureau of EMS Matching Grant
(Roosevelt Morris, Interim County Administrator / Kris Hood, Chief)
FDOH EMS Matching Grant.pdf

11c. Request Board Approval of Modification #1 to the State Funded to Hurricane Shelter Retrofit Contract #F0100 for retrofitting of the Gadsden County Hospital to be utilized as a Special Needs Evacuation Shelter
(Roosevelt Morris, Interim County Administrator / Tashonda Whaley, Emergency Management Director)
Modification #1 to Contract Special Needs Evacuation Shelter.pdf

11d. Appointment of Gadsden County Representative and Alternate to the Capital Region Transportation Planning Agency
(Roosevelt Morris, Interim County Administrator)
CRTPA Appointment.pdf

11e. Appointment to the CareerSource Capital Region Board
(Roosevelt Morris, Interim County Administrator)
CareerSource Board Appointment.pdf

11f. Appointment to the Northwest Florida Business Development Council, Inc. d/b/a Opportunity Florida Board
(Roosevelt Morris, Interim County Administrator)
Opportunity Florida Board Appointment.pdf

11g. Appointment to the Inmate Commissary Fund
(Roosevelt Morris, Interim County Administrator)
Inmate Commissary Appointment.pdf

11h. Appointment to Tourist Development Council
(Roosevelt Morris, Interim County Administrator)
TDC Board Appointment.pdf

11i. Discussion and Direction on the Former County Administrator's Severance Pay
(Roosevelt Morris, Interim County Administrator)
Former CA Severance Pay.pdf

11j. Discussion and Direction Regarding the Interim County Administrator's Compensation
(Roosevelt Morris, Interim County Administrator)
Interim CA Compensation.pdf

11k. Board Approval of a Task Order with The Integrity Group to Assist the County to Comply and Meet Deadlines for FEMA Disaster Recovery Reporting and Completion of Florida-Recovery Obligation Calculation (F-ROC)
(Roosevelt Morris, Interim County Administrator / Janice Harris, Chief Financial Officer)
ITBA Task Order with The Integrity Group (FEMA and FDEM).pdf

11l. Board Approval of a Task Order with The Integrity Group to Assist the County to Comply and Meet Deadlines According to US Treasury Rules for APRA Funds
(Roosevelt Morris, Interim County Administrator / Janice Harris, Chief Financial Officer)
ITBA Task Order with The Integrity Group (ARPA Funds).pdf

**12. Clerk of Court**

Updates
(Nicholas Thomas, Clerk of Court)

**13. County Attorney**

Updates
(Thornton J. Williams, County Attorney)

**14. County Administrator**

Updates
(Roosevelt Morris, Interim County Administrator)

**15. Discussion Items by Commissioners**

15.a. Commissioner Alonzetta Simpkins, District 2

15.b. Commissioner Shawn Wood, District 3

15.c. Commissioner Brenda A. Holt, District 4

15.d. Commissioner Ronterious Green, District 5

15.e. Commissioner Eric F. Hinson, District 1

**16. Motion to Adjourn**

**17. Receipt and File**

17a. Resolution # 2025-008 to Extend State of Emergency
Resolution 2025-008.pdf

# Nicholas Thomas
Gadsden County, Florida

Clerk of the Circuit Court

Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor


## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** NICHOLAS THOMAS, CLERK

**RE:** RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

**DATE:** November 22, 2024

---

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

Accounts Payable Dated: November 19

Payroll Dated: November 28


Ph. (850) 875-8601
FAX (850) 875-8612

Website: www.gadsdenclerk.com
Email: clerkofcourt@gadsdenclerk.com

P.O. Box 1649
Quincy, FL 32353-1649

**AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON NOVEMBER 4, 2024 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:**

**Present:** **Ronterious "Ron" Green, Chair, District5**
**Alonzetta Simpkins, Vice-Chair, District 2**
**Eric Hinson, District 1,**
**Kimblin NeSmith, District 3**
**Brenda Holt, District 4**
**Edward J. Dixon, County Administrator**
**Thornton Williams, County Attorney**
**Adriana Quijada, Deputy Clerk**

1. **Call to Order, Invocation and Pledge of Allegiance**

Chair Green called the meeting to order at 6 p.m. Chair Green led into Invocation and Pledge of Allegiance to the U.S. Flag.

*Commissioner Holt appeared at 6:01 p.m.*

2. **Amendments and Approval of Agenda**

Mr. Dixon stated the following amendments:

Add under Consent: Item 7.i*, Approval of the Finance Office to Process Payment for the 3rd Annual HOLA Gadsden*

Add under General Business: Item 11.h, *Approval of Settlement Agreement with Georgette Daniels*

Mr. Dixon requested to pull items 11.c, *Approval to renew WastePro contract*, and 11.d, *Lease Agreement with City of Quincy for S 9th Street Quincy, Florida.*

Chair Green asked if they considered other properties regarding item 11.d. Mr. Dixon stated they looked at the property and they have not done any technical research on it.

Commissioner Simpkins stated item 7.h, *Approval to Reinstate an Agreement between the Gadsden County Board of County Commissioners and the Gadsden Community Health Council to assist with the Prescription Assistance Medical Assistance Program Funding,* should be under general business since it has a fiscal impact. She also asked that Item 11.h, *Approval of Settlement Agreement with Georgette Daniels*, be pulled because they stated they were going to do a policy.

The County Attorney stated they should approve the amendments and then go to consent and pulls item to discuss.

**COMMISSIONER SIMPKINS MADE A MOTION FOR ITEM 11.H TO BE PULLED AND COMMISSIONER HINSON MADE THE SECOND. THE BOARD VOTED 3-2 TO APPROVE.**

Commissioner Holt stated she did not realize she was voting for the item to be pulled and wanted to change her vote.

**COMMISSIONER SIMPKINS MADE A MOTION FOR ITEM 11.H TO BE PULLED AND COMMISSIONER HINSON MADE THE SECOND. THE BOARD VOTED 2-3 TO DENY THIS MOTION AND KEEP ITEM 11.H ON THE AGENDA.**

**COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA AS AMENDED AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**6. Awards, Presentations and Appearances**

6.a. – Recognition of Mother Maudie Lee Green Nealy

Chair Green asked for Ms. Nealy to come forward and he presented the recognition to her.

Chair Green gave recognition to Commissioner Kimblin NeSmith. This will be his last board meeting.

6.b. – Tourist Development Council Presentation:

Ms. Steele provided a presentation on TDC. Mr. Lewis appeared and provided a presentation regarding the Golden Triangle Mississippi trip.

**CONSENT**

**COMMISSIONER HOLT MADE A MOTION TO APPROVE THE CONSENT AGENDA WITH EXCEPTION OF ITEMS 7.G AND 7.H AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

Commissioner Hinson asked to discuss item 7.g and Commissioner Simpkins requested to discuss item 7.h. Commissioner Hinson stated items 11.e and 11.f are normally under public hearings. Mr. Williams stated those budget amendments have been under consent in the past. Chair Green stated it was properly advertised and citizens could always request to speak.

Commissioner Hinson stated at the last meeting, they voted to cancel the November 5 meeting. This could be an illegal meeting as the board did not vote for a November 4 meeting. He asked for an opinion from the county attorney. Chair Green stated he asked for them to call commissioners to see if they wanted to have the meeting and he was told that the commissioners agreed to have this meeting. Chair Green asked if it was properly advertised and Mr. Dixon stated yes. The County Attorney stated he did call Commissioner Hinson about this. He stated he could not get it back to him in writing on time.

Commissioner *Holt stepped out at 7:07 p.m.*

*Commissioner Holt returned at 7:09 p.m.*

Commissioner Hinson stated they did not want to set a precedent. Chair Green stated Commissioner Hinson could have stated he was unavailable for today's meeting. Commissioner Simpkins stated she was told they were having this meeting; they did not ask if she was available.

Chair Green asked the attorney if this meeting was illegal. Mr. Williams stated under section 125.001, it talks about board meetings; they do have meetings on the first and third Tuesday statutorily. But there is a section that states regular and special meetings can be held in any appropriate public place in the county. So, that allows them to have a meeting other than first and third Tuesday of the month.

Mr. Williams stated to have a motion to ratify this as a regular meeting.

**COMMISSIONER HOLT MADE A MOTION TO RATIFY AS A REGULAR MEETING AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**7.**

**7.a – Ratification Memo**

**7.b – BOCC Meeting/ Workshop Minutes:**

1. September 17, 2024, Economic Development Workshop
2. September 24, 2024, 2nd Budget Public Hearing
3. September 24, 2024, Emergency Meeting
4. October 1, 2024, Regular BOCC Meeting

**7.c – Approval of Signatures for Special Assessment Liens and Contracts – State Housing Initiative Partnership Program (SHIP)**

**7.d. – Approval and Signatures for Satisfaction of Special Assessment Lien State Housing Initiative Partnership Program (SHIP)**

**7.e – Approval of Payment to Emerald Coast Striping**

**7.f – Approval of a Letter to Governor Ron DeSantis in Support of Reintroducing Passenger Rail to North Florida**

~~**7.g – Approval of Selling Surplus Vehicles at Auction**~~

~~**7.h – Approval to Reinstate Memorandum of Agreement between the Gadsden County Board of County Commissioners and the Gadsden County Health Council to assist with the Prescription Assistance Medical Assistance Program Funding**~~

**7.i – Approval of the Finance Office to Process Payment for the 3rd Annual HOLA Gadsden**

**8. Items Pulled for Discussion**

**7.g – Approval of Selling Surplus Vehicles at Auction**

Commissioner Hinson asked how could he go to this event and what day is this taking place. Mr. Young stated it was last Saturday. Chair Green stated they technically could not vote on this item since it already took place.

Commissioner Holt stated this item will have to be discussed and brought back. Chair Green asked if all the vehicles were sold. Mr. Dixon stated he was not aware.

Chair Green asked who coordinated this auction and Mr. Young stated it was Charles Hayes and the Fleet manager. Charles Hayes appeared before the board. He stated Enterprise only offered $1,000 for it so that was why they separated it.

Chair Green asked who gave authority to do it in that manner; he would have liked to be a part of that conversation.

Commissioner Simpkins also asked who gave authority; she had a problem with this as well. She felt like they knew that this had to come before the board before it went to an auction. She asked if they already signed over titles and Mr. Hayes stated yes.

Chair Green stated documentation from the auction should have been included as well. Mr. Dixon stated this caught him off guard as well. He asked to bring this back with a written report.

**COMMISSIONER HINSON MADE A MOTION TO TABLE THIS ITEM AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**7.h – Approval to Reinstate Memorandum of Agreement between the Gadsden County Board of County Commissioners and the Gadsden County Health Council to assist with the Prescription Assistance Medical Assistance Program Funding**

Commissioner Simpkins asked about the funding. Mr. Dixon stated the funds were coming directly from the county; when the board initiated its no funding for non-profits, the funding stopped.

Commissioner Simpkins asked if they still receive funds from the Department of Health. Reverand Hannah, President, stated yes.

Mr. Dixon stated the money comes from the board and given to Department of Health; it was from the half cent sales tax.

Commissioner Simpkins stated she wanted specifics; it was a broad item.

Chair Green stated it needed to be more detailed as to what services are being provided and what funding they already receive. Rev. Hannah stated it was their desire to provide services. They have already gone to Havana and plan to go to Midway. They will come back with more details and what they plan on doing.

Commissioner Holt stated she would like the schedule of where the bus will be; wants a workshop on this.

**COMMISSIONER NESMITH MADE THE MOTION TO TABLE THIS ITEM AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**9. 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.

Chair Green read aloud the above statement.

**Marion Lasley, 5 Dante Court, Quincy, FL**

Ms. Lasley appeared regarding cease-and-desist letter from Special Magistrate Paul Arnold to Alicia Bopp regarding Champs Chance dog rescue. She stated Ms. Bopp has not stopped her activities and has done a poor job on re-capturing her escapees. Ms. Lasley complained about the barking and smell of feces.

The County Attorney stated there was an order on September 23rd stating this activity should be terminated. Alicia Bopp filed an appeal October 21st and the county is in litigation right now. Comments about this would be premature, as we go through the appeal process.

**10. Public Hearing**

**11. General Business**

**11.a Approval of Titel VI Nondiscrimination Policy and Plan**

Mr. Dixon presented the above item. The item is presented to the board for the approval of Titel VI Nondiscrimination Policy and Plan. This is part of the LAP Program and in order to qualify for federal assistance, they must have the approved Titel VI Nondiscrimination Policy and Plan to continue to receive any current funding for the LAP program. Which accepts and processes complaints for discrimination based on race, color, national origin, sex, age, and disability.

Commissioner NeSmith asked Mr. Williams if he had looked at a previous document for compliance and he said no, he just looked at this document that was brough to him. Mr. Williams stated they needed this for compliance, and also stated they would be

putting forms in place for the complainant to use and to keep them in compliance as there are no forms out there.

**COMMISSIONER NESMITH MADE A MOTION TO APPROVE THE TITLE VI NONDISCRIMINATION POLICY AND PLAN AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**11.b <u>Approval to Upgrade the Avtec Radio Dispatch Software</u>**

Mr. Dixon presented the above item. The item is presented to the board for the approval to Upgrade the Avtec Radio Dispatch Software. This software is currently being used; however, it is not up to date and needs to be upgraded with a patch.

Kembrew Jackson and Andre Walker appeared before the board, and explained the software was actually bought in 2016, and it was delivered in 2017. Mr. Jackson stated there was licensing for hardware and software, but that is expiring October 2025 and they will no longer have support for this hardware without the patch.

Chair Green stated he would like to know the physical impact and the shift of funds. Mr. Dixon asked Ms. Harris to come forward.

Ms. Harris appeared and stated the funds would be coming from the general fund reserve budget and going into the Information technology budget. Commissioner Simpkins asked for clarity on what budget account the funds were coming from and wanted to make sure the funds are not coming from the reserve. Ms. Harris said they are not coming from the reserve.

Commissioner Hinson stated he wants a workshop on this item to do some research and discuss further what has already been spent for this item.

Representative from communications appeared before the board to explain the original agreement for the software and how the patches would fix the software.

Mr. Dixon stated they know they have a problem, that problem has shown itself, and they are going to continue to have that problem with not being able to dispatch certain people in a timely manner until we fix dispatch.

**COMMISSIONER HOLT MADE A MOTION TO APPROVE THE FUNDING TO UPGRADE THE AVTEC RADIO DISPATCH SOFTWARE AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**11.c ~~<u>Approval to Renew Waste Pro Contract</u>~~**

Item pulled.

**11.d ~~<u>Discussion and Approval of Lease Agreement with the City of Quincy for property located at S 9th Street</u>~~**

Item pulled.

**11.e Approval of Resolution 25-007 Budget Amendments for FY25**

Mr. Dixon presented the above item. The item is presented to the board for the approval of Resolution 25-007 Budget Amendments for FY25.

Commissioner Hinson asked for overview of this item.

Ms. Harris appeared before the board and stated this was a resolution to correct transfers that were done incorrectly during the budget.

**COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE RESOLUTION 25-007 BUDGET AMENDMENTS FOR FY25 AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**11.f Approval of Resolution 24-037 Budget Amendments for FY24**

Mr. Dixon presented the above item. The item is presented to the board for the approval of Resolution 24-037 Budget Amendments for FY24. He stated this is to clean up last year's physical budget.

**COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE RESOLUTION 24-037 BUDGET AMENDMENTS FOR FY24 AND CHAIR GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**11.g Board Approval to Award RFP 24-02 Professional Auditing Services to Purvis-Gray and Approval for Staff to Negotiate a Contract**

Mr. Dixon presented the above item. The item is presented to the board for the approval to Award RFP 24-02 Professional Auditing Services to Purvis-Gray and Approval for Staff to Negotiate a Contract. This company won the bid by grading score; however, this company is $20, 000 higher than the other competitor.

Mr. Dixon stated for the record that they are making the recommendation, as it is important to change auditors on a regular basis.

Commissioner Simpkins stated would have liked for other firm to have the opportunity to present as she only had about a week to go through both proposals. She stated they need to be more proactive.

Commissioner Hinson stated the price may be more, but they may bring more. He stated he did not have a problem with Purvis personally.

Mr. Williams stated this contract is not just for the County, it is for all constitutionals. All constitutionals reviewed, voted, and scored both proposals. They have looked at all the options but what is stopping the board is that the contract is for all constitutionals.

**COMMISSIONER HOLT MADE A MOTION TO NEGOTIATE THE LENGTH OF THE CONTRACT TO APPROVE THE AWARDING FOR RFP 24-02 PROFESSIONAL AUDITING SERVICES TO PURVIS-GRAY AND APPROVAL FOR STAFF TO NEGOTIATE A CONTRACT AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**11.h** **Approval of Settlement Agreement with Georgette Daniels**

Mr. Dixon presented the above item. The item is presented to the board for the approval of Settlement Agreement with Georgette Daniels. This is a separation agreement that is common among select exempt staff.

Commissioner Simpkins stated when this item was brought to the board, they pulled the item because there was no policy and they were going to put a policy in place. She stated she has done research, and this is not something Counties normally do, this is private sector policy where they give severance packages.

Commissioner Hinson asked if they could table the item until they have a workshop to discuss this item further.

Chair Green stated he was ready to approve this item with a termination policy in place going forward, but he now has concerns with the administration as to why the workshop that was requested to discuss this item further had not happened, but the item was brought back.

Mr. Dixon stated they have not had the workshop simply because the attorney has not had the time for them. He stated Commissioner NeSmith requested this item be brought back, and that is why it was.

Commissioner Holt stated they need to look into the termination policy because people are terminated all the time.

Mr. Williams stated this issue has not been resolved yet. He also stated there are no pending lawsuits, so he thought it was a proper issue to bring back before the board after discussion so they would understand the 2 issues don't have to be coupled.

Commissioner Hinson stated he thinks they should table this item until they can have a workshop. He stated they are opening a can of worms if they don't go through the process first.

**CHAIR GREEN MADE A MOTION TO TABLE THE ITEM AND COMMISSIONER HINSON MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**12.** **Clerk of Court**

No updates.

**13.** **County Attorney**

No updates.

**14.** **County Administrator**

Mr. Dixon stated they received the grants summary on movement of grants on what they have out there. He said they did a walk thru of Stevens school, and he will be contacting the Commissioners on the next steps forward.

Mr. Dixon stated they should have received a letter from Federal lobbyist. They are in the 2nd and 3rd year with them, and are glad to see some things are finally starting to come home as they picked up 1. some odd million dollars.

Mr. Dixon stated they are looking at a meeting on the legislature calendar for the big items that will come forward. The state legislature will meet in March, and everyone on the Federal level is waiting on the election tomorrow before they move forward with the million that will help them with Pat Thomas Parkway over to Joe Adams Road.

Mr. Dixon stated they will have a non-profit meeting this month. There is also a DOT 5-year work plan meeting scheduled later this month to discuss the 5-year work plan.

Mr. Dixon stated the Publics works director has come up with a striping list for the county inclusive of all 5 districts, and he will get it out to the Commissioners the next day. Mr. Dixon stated the list is approximately $800, 000 dollars.

**15. Discussion Items by Commissioners**

**15.a Commissioner Eric F. Hinson, District 1**

Commissioner Hinson stated he wants to make sure everyone goes out to vote tomorrow. He stated that 52% of Gadsden County had already voted, and we just 48% more to go.

Commissioner Hinson stated Halloween was fun in Gadsden County this year. He stated it was good to see all the kids out smiling, and it's all about the fellowship.

Commissioner Hinson mentioned bulky item pick-up, and that district 1 was the only one not advertised. Asked Mr. Dixon if they could re-run bulky item pick-up for district 1.

*Commissioner Simpkins stepped out at 9:03 p.m.*

Commissioner Hinson stated he would like to give a proclamation to FAMU Baseball Coach.

**COMMISSIONER HINSON MADE A MOTION TO GIVE PROCLOMATION TO FAMU BASEBALL COACH AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 4-0 TO APPROVE.**

*Commissioner Simpkins returned at 9:04 p.m.*

**15.b Commissioner Kimblin E. NeSmith, J.D., District 3**

Commissioner NeSmith asked about Hardaway Highway and the final inspection. Mr. Young appeared and stated they were still trying to set up the final inspection.

Commissioner NeSmith asked about Providence Road in the Sawdust community, and Mr. Young stated 100% design is done and they are just waiting to be informed that they can proceed.

Commissioner NeSmith asked about Aspalaga road, and Mr. Young stated he has not heard about it yet.

Commissioner NeSmith asked about Rowan Road, and Mr. Young stated he had not heard anything about it.

Commissioner NeSmith asked Mr. Dixon about Lincoln Drive and mentioned how the seniors will now be using the new mature facility on Lincoln Drive and there is a rough patch. Mr. Dixon stated it was part of the striping list he mentioned but it had not made their list for road repair.

Commissioner NeSmith asked about the state funds and federal dollars being available for road repair as driving on the road is infrastructure. Mr. Dixon stated yes, they do, however that's the money that was talked about to be set aside for ARPA.

Commissioner NeSmith asked Mr. Dixon about the Summer Youth program 2025. Budget, and Mr. Dixon said they don't have it.

Commissioner NeSmith thanked Ms. In the Sawdust community for the 1st annual trunk or treat that they put together. Also thanked the Parks and recreation director, Ms. Moye and Mr. Dixon as well for their help, along with thanking all the volunteers.

Commissioner NeSmith thanked the Commissioners for letting him serve these past 4 years. He will still be available for any questions.

**15.c <u>Commissioner Brenda A. Holt, District 4</u>**

Commissioner Holt mentioned having a regional evacuation center in the event of hurricanes. She said Franklin County along with other counties along the coast would like to join forces and apply for federal funding. Stated she spoke with a state representative about this, and also left a message for the state senator.

Commissioner Holt stated she spoke with Mr. Franklin about industrial development. She said she hopes they can look at it and take it seriously.

*Commissioner NeSmith stepped out at 9:28 p.m.*

**15.d <u>Commissioner Alonzetta Simpkins, District 2</u>**

Commissioner Simpkins asked Mr. Dixon if Jaimeson Road was on his striping list, and he said yes, Jaimeson Road is on it.

*Commissioner Hinson stepped out at 9:31 p.m.*

Commissioner Simpkins asked about Dog Town road, and Mr. Young stated 60% design.

Commissioner Simpkins asked about Selman Road research and funding for a sidewalk. Mr. Young stated they did speak with an engineer on that, but right now they're trying to figure out the cost.

*Commissioner NeSmith returned at 9:32 p.m.*

Commissioner Simpkins mentioned that she had been studying Bainbridge. She said it would be beneficial to have conversations with them, as Bainbridge is doing well because of collaborations.

Commissioner Simpkins mentioned community clean up in St. Hebron & St. Matthew on Saturday November 9th beginning at 7:30am-12pm.

**15.e <u>Commissioner Ronterious Green, District 5</u>**

Chair Green stated the traffic light on Pat Thomas Parkway was back working.

Chair Green asked about Spooner Road, and Mr. Young stated they did a walk thru this morning with the final walk thru this Thursday so he would let Chair Green know what time it is.

Chair Green stated he would like bulky item pick-up to be explained better with more detail as far as the process goes. Mr. Dixon stated he was going to develop some community signage for the bulky item pick-up.

Commissioner Simpkins stated that district 2 has a lot of dead trees and trash on the road that needs to be picked up. Also requested that the trash be picked up before mowing cause it's not happening so the trash is just being cut up.

Chair Green thanked everyone who participated with homecoming for both high schools, and also the FAMU homecoming parade. He also congratulated Cross Roads Academy on 1st place for their homecoming parade float for the 2nd year in a row as this was only their 2nd year in the parade.

Chair Green mentioned issues with wild hogs, and concerned citizens who have walked out to them sitting on their front porch. Wanted to know when they can come in to rectify the situation.

Chair Green stated they have to get the cameras installed because there are certain areas where there is constant dumping. Commissioner Simpkins stated she spoke with Flock regarding the cameras, and the portable cameras have been shipped out but the stationary cameras have not as they are waiting on DOT approval.

Mr. Dixon asked if they were at liberty to help the football team. Chair Green stated he was glad Mr. Dixon brought this up and they are going to have to buy into our kids. Chair Green asked if Mr. Dixon could get them some numbers so they can meet with staff and the schools to find out what they can do.

**16. Motion to Adjourn**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR GREEN DECLARED THE MEETING ADJOURNED AT 9:55 PM.**

**GADSDEN COUNTY, FLORIDA**

**_____**
**Ronterious Green, Chair**
**Board of County Commissioners**

**ATTEST:**

**_____**
**NICHOLAS THOMAS, Clerk**

**AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON NOVEMBER 19, 2024 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:**

**Present:** **Eric F. Hinson, Chair, District 1**
**Ronterious Green, Vice-Chair, District 5**
**Alonzetta Simpkins, District 2**
**Shawn Woods, District 3**
**Brenda A. Holt, District 4**
**Edward J. Dixon, County Administrator**
**Thornton Williams, County Attorney**
**Adriana Quijada, Deputy Clerk**
**Leann Jinks, Assistant BOCC Secretary**

**1. Call to Order, Invocation and Pledge of Allegiance**

Chair Green called the meeting to order at 6 p.m. Pastor led into Invocation and Pledge of Allegiance to the U.S. Flag.

Chair Green stated Judge Kathy Garner will swear in the commissioners. Chair Green was sworn in by Judge Garner as a re-elected commissioner for District 5. Chair Green stated they will recess until Commissioner Hinson's family arrives.

Commissioner Shawn Wood was sworn in by Judge Garner as a new commissioner for District 3. Commissioner Hinson was sworn in by the Judge as a re-elected commissioner for District 1.

**2. Amendments and Approval of Agenda**

Mr. Dixon stated they have an amendment to add item 10.a, Public Hearing: Approval of Resolution 24-028 General and Grant Budget Amendments for FY2024.

Commissioner Wood requested to add item 11.c, Discussion of an External Investigation of The County.

**COMMISSIONER WOOD MADE A MOTION TO ADD UNDER GENERAL BUSINESS ITEM 11.C, DISCUSSION OF AN EXTERNAL INVESTIGATION OF THE COUNTY AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

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

**6. Awards, Presentations, and Appearances**

6.a - Election of Chairman and Vice Chairman

**COMMISSIONER HOLT MADE A MOTION TO NOMINATE COMMISSIONER HINSON AS CHAIRMAN AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**COMMISSIONER WOOD MADE A MOTION TO NOMINATE COMMISSIONER GREEN AS VICE-CHAIR AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**7. CONSENT**

**COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE CONSENT AGENDA AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**7.a – Ratification Memo**

**7.b – BOCC Meeting/Workshop Minutes:**

1. October 9, 2024, ARPA Workshop
2. October 15, 2024, Regular BOCC Meeting
3. October 22, 2024, Special Meeting

**7.c – Approval of the Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) – Access Certification Statement**

**7.d – Approval of the Community Development Grant (CDBG) Lead Base Paint Inspection Agreement**

**7.e – Approval of Signatures for Special Assessment Liens and Contracts - State Housing Initiative Partnership Program (SHIP)**

**7.f – Approval of 2025 Holiday Schedule**

**7.g – Approval of the Annual Contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the Operations of the Gadsden County Health Department**

**7.h – Approval of Microsoft Enterprise Annual Renewal**

**8. Items Pulled for Discussion**

**9. 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.

Chair Hinson read aloud the above statement.

**Rodney Moore, 1404 St. Hebron Road**

Mr. Moore appeared before the board to discuss the County Administrator. He stated it was time for a change and Mr. Dixon needed to go. He also mentioned billing for the county attorney. He advised to go to Bainbridge to be shown what needed to be done in regards to economic development.

**Michael Brown, 588 Charles Brown Lane**

Mr. Brown appeared before the board and asked commissioners to represent the people.

**Tracey Stallworth, P.O Box 1339**

Mr. Stallworth appeared to discuss the Mississippi trip. It was important to him as a planning commissioner.

**Dorothy Thomas, 586 Shiloh Road, Quincy FL**

Ms. Thomas appeared to discuss the Mississippi trip.

**Derrick Elias, 233 Cheeseborough Ave, Quincy FL**

Mr. Elias appeared before the board. He stated if they always agree, they will never change or grow. He stated the trips they take for economic development are fine if they actually come back and put some of those things into action.

Mr. Elias stated he expects a whole lot more from the County Administrator if they are making $104k. He stated it was rare that they actually have items on agenda. The commissioners are responsible for letting the County Administrator know what they want on the agenda.

*Commissioner Green stepped out at 6:55 p.m.*

**10. Public Hearing**

**10.a Public Hearing: Approval of Resolution 2024-028 General and Grant Budget Amendments for FY2024**

Chair Hinson asked the County Attorney if they were in line with their ordinance with having this public hearing. The County Attorney stated the notice complied with the statute. It was advertised five days prior to the hearing.

Mr. Dixon presented the item. He stated this is presented to the Board for approval of Resolution 2024-038 and authorization for the County Administrator and Finance Director to

complete and execute all budget amendments necessary to maintain a balanced budget for the Fiscal Year 2024 BOCC budget.

Derrick Elias appeared and asked to let everyone know what they were attempting to do.

Mr. Dixon stated there was a LAP Grant to build the Adams Street sidewalk in the amount of $1,046,340.00. The next amendment was for a FDLE Salary Assistance Grant in the amount of $657,697.00. There are library donations in the amount of $6,265.16. The next amendment was for EMPA Grant in the amount of $119,126.00. Mr. Dixon stated there was a budget fund to set up new ambulance debt in the amount of $368,060.00 and there was an amendment to transfer from Fund 001 in the amount of $374, 000.00.

Commissioner Simpkins asked to expand on the Fund 001 transfer. Mr. Dixon stated it was set up to fund for new ambulances.

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

Commissioner Wood asked if this was the last meeting that they were allowed to do budget amendments and Mr. Dixon stated no, they could do that in every meeting. Ms. Janice Harris appeared before the board and stated they will have budget amendments that come before the board throughout the year. This item was coming from the Finance Director.

*Commissioner Green stepped out at 7:03 p.m.*

*Commissioner Green returned at 7:05 p.m.*

**COMMISSIONER HOLT MADE A MOTION TO APPROVE ITEM 10.A AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

**11. General Business**

**11.a Approval to Renew of Waste Pro Contract**

Mr. Dixon presented the above item. This agenda item seeks Board approval to renew the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc. and to authorize the Chairman to sign the new agreement. Staff negotiated an extremely competitive rate for solid waste services for County residents. Additionally, the County has been receiving a 10% franchise fee from Waste Pro each year.

This renewal Agreement has additional terms and conditions for Waste Pro and for the County, as well as updated general terms of the Agreement.

1. Waste Pro has agreed to provide curb side assistance to senior citizens that cannot bring their waste containers to the curb.

2. Additionally, Waste Pro will notify the County if there is a change of schedule and will discuss the change with the County prior to implementation.

3. Waste Pro will receive a 3.5% increase for the first year and a 3.5% increase for the second year as a negotiated inflationary 7% increase for the next 5 years.

4. Lastly, Waste Pro has agreed to provide a corporate presence in the County to support county activities with at least a $15,000.00 contribution per year.

There is no fiscal impact in terms of expenditure of funds from the County. Under the franchise agreement the County will receive 10% of the gross receipts collected quarterly. The County received a franchise fee of $230,842.02 in franchise fees in 2023.

*Commissioner Wood stepped out at 7:09 p.m.*

The County Attorney stated this was a franchise agreement. When they negotiated with the Waste Pro Representative, they agreed to eliminate the automatic renewal provision. If they were to get to the end of the term, and for some reason it was not negotiated out, Waste Pro agreed that the agreement does not terminate. They have 180 days to complete any negotiations.

*Commissioner Wood returned at 7:10 p.m.*

Mr. Loyd Childree, Waste Pro Representative, appeared before the board. Commissioner Simpkins asked why there was a difference in fee when compared to Leon County. Mr. Childree stated service was geared towards density. When they go out to rural communities, there is not as much density. They could be driving a mile before they get to the next house to service.

Commissioner Green asked about other bids. Mr. Dixon stated they looked at an invitation to bid; they thought Waste Pro was the best opportunity. The County Attorney stated the request was for a 7% increase for one year and they were able to negotiate a 3.5% increase for the first and second year.

Commissioner Holt asked if they do large items pickup. Mr. Childree stated there is a bulk item pick up and he believed it was once a month; they would have to call it in. Mr. Williams stated there were amendments to the agreement. He asked to delete section 5.5 from the motion and authorize modifications based on scriveners' errors. Chair Hinson asked if they only pick up certain things and Mr. Childree stated it was based on volume.

**COMMISSIONER HOLT MADE A MOTION TO APPROVE ITEM 11.A WITH THE AMENDMENTS OF DELETING SECTION 5.5 AND TO AUTHORIZE MODIFICATIONS BASED ON SCRIVENOR'S ERRORS. COMMISSIONER GREEN MADE THE SECOND AND THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**11.b** **City of Gretna Request to Enter into an Interlocal Agreement for the ownership transfer of Unimproved Roadway Known as Clifford Johnson Road**

Mr. Dixon presented the above item. This item seeks Board approval of an Interlocal Agreement for the ownership transfer of an unimproved roadway known as Clifford Johnson

Road, owned by Gadsden County and execution of a proposed right of way deed, deeding the unimproved roadway to the City of Gretna.

Mr. Williams stated he has spoken with Mr. Knowles and he was present as well. Harold Knowles, Attorney for City of Gretna, appeared before the board. Mr. Knowles stated there was a 15-day period from which the County could approve the interlocal agreement and they were requesting that timeline be reduced to 48 hours.

The County Attorney stated they were waiting on the final legal description. He thanked the board for allowing them to get the survey done and he was in agreement with expediting this. They do not have the survey yet, so, they could not get the legal description yet. Mr. Knowles stated that they had assured him the legal description would be there tonight. Mr. Williams stated that Mr. Knowles assured him that the legal description he gave him was accurate and it was not. Mr. Knowles asked when will the survey be available. Mr. Williams stated the goal was tonight but they expect to have it in the next day or so. Mr. Knowles stated this was an execution issue and not a survey issue.

Commissioner Green asked if they could approve this with the expectation of waiting for the legal description. Mr. Williams stated yes, that was his recommendation – approve the interlocal agreement upon all documents being in place and they do not have to come back for a second review.

Commissioner Simpkins asked about the legal description. Mr. Williams stated the county surveyor would provide it. Mr. Knowles stated their problem was that this has taken 3 months to get done and the project has been on hold.

Mr. Williams mentioned going from 15 days to 10 days and Mr. Knowles stated that was unacceptable. Commissioner Wood stated this was his district and he thought it was a great project for the City of Gretna. They were putting 50 jobs in his district with this project.

Commissioner Simpkins requested to be cc'd in emails to know the time frame of when the legal description will be available.

**COMMISSIONER HOLT MADE A MOTION TO APPROVE THE INTERLOCAL AGREEMENT AND EXECUTION OF RIGHT OF WAY DEED CONVEYING OWNERSHIP OF CLIFFORD JOHNSON ROAD TO CITY OF GRETNA AND GETTING LEGAL DESCRIPTION WITHOUT COMING BACK TO THE BOARD. COMMISSIONER GREEN MADE THE SECOND AND THE BOARD VOTED 5-0 TO APPROVE.**

**11.c <u>Discussion of an External Investigation of the County</u>**

Commissioner Wood requested this item to be added on the agenda. Commissioner Green stated after they have a process, appropriate actions will be taken. The County Attorney stated when they ask questions, they need to keep it more general.

Ms. Burroughs appeared before the board. Commissioner Green asked if she had a timeline of her part being done. Ms. Burroughs stated hopefully by the end of the week.

Commissioner Simpkins stated there needs to be an external investigation. Chair Hinson asked if there was a policy for investigations and Ms. Burroughs stated the policy does exist. Commissioner Green stated he was in favor of an external investigation when it gets to that point; allow HR to do due diligence.

Commissioner Wood stated it would protect an employee if they decide to do an external investigation. Mr. Dixon stated they have contacted law enforcement and that he will go to them with facts.

*Commissioner Wood stepped out at 8:17 p.m.*

*Commissioner Holt stepped out at 8:18 p.m.*

Commissioner Simpkins stated the policy was not being followed. Mr. Williams stated the employee is being interviewed. Commissioner Hinson stated the Attorney was telling the County Administrator to silence himself without Board approval.

*Commissioner Wood returned at 8:19 p.m.*

*Commissioner Holt returned at 8:20 p.m.*

Commissioner Holt stated she would like for the person who hired them to not be a part of the investigation.

Commissioner Wood stated he was not talking policy; he was talking statutory. Colonel appeared before the board and recommended them to contact FDLE and take the Sheriff out of it.

Derrick Elias appeared. He stated they need to specify what they are investigating. He stated it was not fair for Ms. Burroughs to investigate her boss and it would do them a great service to allow an outside entity to conduct an investigation.

Mr. Williams stated if they go from a non-criminal to criminal, they have to specify that the criminal activity is “alleged”.

**COMMISSIONER WOOD MADE A MOTION TO ASK EXTERNAL LAW ENFORCEMENT TO INVESTIGATE AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**12.** **Clerk of Courts**

There were no updates from the Clerk.

**13. County Attorney**

Mr. Williams mentioned that there have been concerns regarding billing. He stated he has been keeping track of what he has done and when. When he came on board, the billing that he has seen was more than what he expected and there were reasons why. He stated he has been practicing law for 43 years and he had never seen a backlog of cases that he has right now.

Mr. Williams stated he has a marketing agreement that had been sitting out since February of this year and it should have been done before he got there. He stated the marketing agreement was practically not done at all and he had to start from scratch to get that done. Then, they had a Waste Pro Agreement where if it had not been done, they would have no garbage services for the county. He stated this should have been done before he got on the board. If these items had been done before he got there, then his billings would have been lower. Mr. Williams stated he still has a 3-million-dollar agreement that he has to work out for the Boys & Girls Club. He also had to work on the County Health Department fuel agreements that had been pending. They had a graphic design contract that had also been pending since February.

Mr. Williams stated he just finished up the auditing services contract. That contract had expired. Regarding Economic Development, he stated there is an RFP that he has to review. He also mentioned that there are ordinances that need to be updated.

Mr. Williams stated that any lawyer that has been in business for a long time will at some point lose a client, and when they no longer have that client, they transfer files from where they are to the new attorney. He stated he has yet to have a meeting with the previous county attorney. Mr. Williams stated he has called him to have a meeting to discuss what files he had. His response to Mr. Williams was that if he needs something, to let him know.

*Commissioner Green stepped out at 8:35 p.m.*
*Commissioner Simpkins stepped out at 8:35 p.m.*

Mr. Williams stated Mr. Pittman tried to assist him with this, and he gave him his files but it was inadequate for him to be able to understand where they were. Mr. Williams stated that in all of his experience, he has never had a public records request lawsuit. He stated he has no cooperation from the previous attorney regarding what was going on with the lawsuit.

Commissioner *Simpkins returned at 8:38 p.m.*
*Commissioner Green returned at 8:42 p.m.*

Mr. Williams stated he has never billed for conversations with commissioners because they should have the right to talk to him freely.

Commissioner Simpkins asked if those contracts were provided to the previous attorney and they were just not completed. Mr. Dixon stated yes. Commissioner Simpkins asked to get sent the emails regarding those contracts. Commissioner Green thanked Mr. Williams but for his analysis, but the individual from that firm was not there for representation.

**14. County Administrator**

Mr. Dixon stated he had spoken with the last two chairmen over the past couple years about the previous attorney. He stated there have been many nights where the commissioners chastised him and stated the attorney worked for them. It was not his job to question the attorney; it was theirs. He stated there were many nights that the Commissioners asked him why were certain people preparing a package and it was because they could not get the previous attorney to prepare them. Contracts are dealt by the attorney.

Mr. Dixon stated he accepted this job wholeheartedly. He accepted it based on what they offered, a salary of $105k. That same salary was turned down by Mr. Elias two or three times. Mr. Dixon stated when he got this job, the county was millions of dollars in debt and they could find nobody to work there.

Mr. Dixon stated he did not ask the board for a county car, just the car allowance which is $600 a month. He stated the county did not buy him a $80k car, he bought it.

Mr. Dixon mentioned the electric bill next door and stated the bill was being paid by the Clerk's office. He stated the board had nothing to do with the continuation of that. Mr. Dixon stated the board had met a few times to discuss the lease program. He stated Derrick Elias was in the room when they discussed it. There was no scheme going on; they were spending $700,000 on cars annually and now they are spending $350,000 less on leasing 30 cars.

**15. Discussion Items by Commissioners**

**15.a Commissioner Alonzetta Simpkins, District 2**

Commissioner Simpkins stated to Commissioner Holt that it was very disrespectful what she said earlier and she would never have disrespected her like that on the dais.

Commissioner Simpkins stated when she decided to seek office, it was not to deal with this kind of stuff. She wanted there to be a difference in the county and to have growth and development taking place. In order for that to happen, they are going to have to put their personal agendas to the side. Commissioner Simpkins stated citizens have the right to public information and the county should not be getting a public records lawsuit. She felt that they could do better as a county.

Commissioner Simpkins stated to Mr. Dixon that she did not think they beat up on the staff. Commissioner Simpkins mentioned the wild game and stated over a thousand people attended. They have people coming from all over to participate in that event. She stated hats off to Across the Tracks.

**15.b Commissioner Shawn Wood, District 3**

Commissioner Wood stated he ran for office to prove a point. If they do not figure out how to all get along, they are going to fail. He stated he has known the guys from Integrity for many years and he did not like what they went through. He mentioned the 3-year contract

with Mr. Williams. He stated Mr. Williams was a sharp guy but he did not feel like he was his lawyer; he was the other commissioner's lawyer. If they could have waited another month, he would have been a part of the process of appointing a new county attorney. The program was put together for him and he did not like it.

Commissioner Wood stated their number one priority should be the schools. They need to work with their high school to make them successful. Mr. Dixon stated they went to the legislature; they were not uninvolved.

**15.c Commissioner Brenda Holt, District 4**

Commissioner Holt stated money has to be spent in a timely manner. She wanted them to their kids more opportunities.

**15.d Commissioner Ronterious Green, District 5**

**COMMISSIONER GREEN MADE A MOTION TO PAY A BILL OF $7800 FOR THE TRIP TAKEN AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 3-1 TO APPROVE. COMMISSIONER WOOD OPPOSED.**

Commissioner Green mentioned the Boys & Girls Club and asked for an update. Mr. Dixon stated they were waiting on the contract. Mr. Williams stated he had a conversation with the City Attorney and they agreed on concepts and are now in the graphic stage.

**COMMISSIONER GREEN MADE A MOTION FOR COUNTY OFFICE TO BE CLOSED ON NOVEMBER 27 AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.**

Commissioner Green mentioned having a recognition for Dale Summerford and Shirley Green Knight. They could have a more detailed conversation about this at a later time.

**15.e Commissioner Eric F. Hinson, District 1**

**COMMISSIONER HINSON MADE A MOTION TO TERMINATE THE COUNTY ADMINSTRATOR AND COMMISSIONER SIMPKINS MADE THE SECOND WITH DISCUSSION.**

Commissioner Holt stated when she got on the board, she did not worry about who the administrator was nor the attorney. She felt like this was not a good idea because they need to look at how they were going to transition. She stated they had a lot of problems before with two other county administrators. They need to keep the county running and have a process in place.

Commissioner Green stated he would like to come up with a process first and they need a plan. He stated that they talk about moving forward but this will put them to a stop. He would like to see other opportunities they may have but, to follow a process.

Chair Hinson stated about 2 months ago, the board fired the previous county attorney immediately.

Commissioner Wood stated that the word transition was brought up. He was not allowed a transition, they did it for him. He stated he will be the third vote, but will listen to what Commissioner Green and Commissioner Holt have to say about this to maybe change his mind.

Commissioner Green stated the County Attorney contract had ended in February; they did not just fire the law firm. Pittman Law Group did not re-apply for the job. He stated he wanted to just bring clarity to that.

Commissioner Holt stated the County Attorney contract was already up. During the transition period, there was plenty of time to turn the contracts over and get them done. The issue with her was that even though she and Mr. Dixon had several disagreements, he did more than the last two County Administrators.

**CHAIR HINSON MADE THE MOTION TO TERMINATE THE COUNTY ADMINISTRATOR AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 3-2 TO APPROVE. COMMISSIONER HOLT AND COMMISSIONER GREEN OPPOSED.**

Commissioner Hinson made the motion for Roger Milton for the interim County Administrator. Commissioner Holt stated to give it to someone who at least is familiar with county government. Commissioner Green said to give an opportunity to someone who has been here before. Commissioner Holt mentioned Roosevelt Morris as interim County Administrator.

**COMMISSIONER HOLT MADE A MOTION FOR ROOSEVELT MORRIS TO SERVE AS INTERIM COUNTY ADMINISTRATOR FOR 2 MONTHS. THE BOARD VOTED 5-0 TO APPROVE.**

Mr. Dixon thanked them for the opportunity to serve them and stated it has been his pleasure. He stated this was politics, it happens.

**16** **Motion to Adjourn**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 10:08 PM.**

**GADSDEN COUNTY, FLORIDA**

_____

**Eric F. Hinson, Chair**
**Board of County Commissioners**

**ATTEST:**

_____

**NICHOLAS THOMAS, Clerk**

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 1, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Tabitha D. Washington, Director of Library Services

**Subject:** Approval of Library Annual Plan of Service 2024-2025

---

**Statement of Issue:**

The second part of the 2024-2025 State Aid to Public Libraries application which is due by December 1st requires submission of a Board approved Annual Plan of Service.

**Background:**

State Aid is an essential part of the Library budget. The State Aid grant award in Fiscal Year 2024-2025 is expected to be approximately $299,319. State Aid is used for materials, salaries, and operating expenses of the William A. "Bill" McGill Library in Quincy, the Havana Public Library, and the Cowen Public Library in Chattahoochee.

**Analysis:**

Services and goals outlined in the attached plan were extracted from the Library Strategic Long-Range Plan 2023-2028. Approval of the Annual Plan of Service is a required step toward obtaining this grant, which is vital to continuing library services in Gadsden County.

**Fiscal Impact:**

Gadsden County's State Aid funding is made up of two grants, an operating grant and an equalization grant. The majority of Gadsden County's State Aid is the equalization grant, which is provided to the poorest counties based upon taxable property values. The actual amount of the grant is determined by a formula that is based largely on local funds invested in library services. Therefore, more local dollars spent on library services means more potential for State Aid. The grant award for the FY 2024-2025 fiscal year will be approximately $299,319. No further financial obligation or match is required by the County.

**Options:**

1. Approve Annual Plan of Service 2024-2025 and authorize the Chairman to sign related documents.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments**

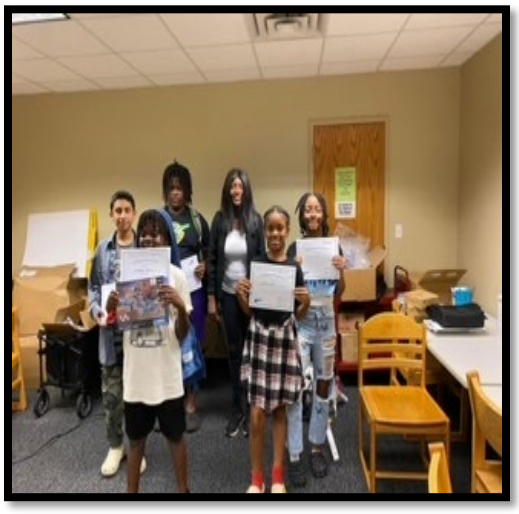
1. Annual Plan of Service 2024-2025
2. Library 5 year Plan 2023-2028

# GADSDEN COUNTY PUBLIC LIBRARY SYSTEM
# ANNUAL PLAN OF SERVICE 2024 -2025









(Dr. Merilyn Blair-Johnson with S.T.E.M. students)

***Goal 1*: Expand programs to offer access to Gadsden County residents to technology, Internet, and computers.**

1. Facilitate user access to the Internet beyond the library premises.
    a. Relaunch the hotspot and device loaning programs.
    b. Deploy Wi-Fi extenders to broaden coverage outside the library premises.
    c. Provide Wi-Fi through Bookmobile.
2. Deliver technology classes tailored for community members focusing on workforce development, college preparedness, and hobbyist pursuits.
    a. Provide ongoing classes for users on new emerging technology and basic skills.
    b. Continue and expand STEM programming for K-12 visitors.
    c. Introduce tech help appointments/programming hours to provide one-on-one assistance to residents with their devices and technology-related issues.
3. Replace aging hardware.
    a. New laptops for staff members
    b. Complete upgrade to the in-house library technology infrastructure.
    c. Replace public and staff hardware at all locations.



(Summer library guest performers)

## *Goal 2:* Expand Outreach Services and Library Marketing

1. Provide mobile library services.
    a. Purchase a new smaller bookmobile, drivable by any staff member (without a commercial driver's license).
    b. Develop a new bookmobile schedule.
    c. Promote access to the Internet to residents visiting the bookmobile.
2. Provide Offsite programming at community events.
    a. Provide workshops at local senior centers.
    b. Expand school outreach services.
    c. Participate in community events.
3. Expand services to homebound users.
    a. Expand eBook and audiobook collections.
4. Enhance marketing and promotional efforts.
    a. Refresh the current website.
    b. Continue marketing programming and services to the community.

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** November 21, 2023

**Date Submitted:** November 1, 2023

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

**From:** Edward J. Dixon, County Administrator
Tabitha D. Washington, Director of Library Services

**Subject:** Approval of the Gadsden County Public Library System's Strategic Plan 2023-2028

**Statement of Issue:**

This agenda item seeks Board approval of the Gadsden County Public Library System's Strategic Plan 2023-2028.

**Background:**

The five-year strategic plan outlining the library's operations and development is one of the eligibility requirements to be awarded the State Aid to Public Libraries Grant.

During FY 2022-2023, the library system implemented a systematic planning process that included a public survey, staff retreat, collaboration between members of the Gadsden County Public Library Commission and Library Long-Range Planning Committee, library staff input, and a dinner and dialogue session that Novare Library Services facilitated. The end product is a community-driven plan that outlines services, goals, and potential activities for the next five years.

**Analysis:**

Approval of the Gadsden County Public Library System's Strategic Plan 2023-2028 is the first step toward retaining eligibility for State Aid funding that is critical to the provision of quality library services for County residents.

**Fiscal Impact:**

Approval of this plan does not commit the current nor future Gadsden County Board of County Commissioners to the expenditure of funds.

**Options:**

1. Approve the Gadsden County Public Library System's Strategic Plan 2023-2028.
2. Do not approve.
3. Board direction.

**County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

1. Gadsden County Public Library System's Strategic Plan 2023-2028

# GADSDEN COUNTY PUBLIC LIBRARY

## STRATEGIC PLAN 2023 -2028

Prepared by

Novare Library Services
novarelibrary.com

## Table of Contents

**INTRODUCTION** ..... **2**

**PURPOSE** ..... **2**

**ABOUT GADSDEN COUNTY** ..... **3**

**ABOUT GADSDEN COUNTY LIBRARY** ..... **4**

Library Locations ..... 5
William A. "Bill" McGill Public Library ..... 5
Havana Public Library ..... 7
Library Website ..... 7

**PLANNING PROCESS** ..... **8**

Community and Staff Input ..... 8
Community Needs ..... 9

**STRATEGIC PLAN 2023 – 2028** ..... **10**

*Goal 1*: Expand programs to offer access to Gadsden County residents to technology, Internet, and computers. ..... 10
*Goal 2:* Expand Outreach Services and Library Marketing ..... 10
*Goal 3:* Promote enhanced health and wellness within Gadsden County by delivering education and resources. ..... 11
*Goal 4:* Develop innovative programming and services to attract and engage a diverse audience at the library. ..... 11
*Goal 5:* Enhance community employability through targeted workforce development programs and resources. ..... 11
*Goal 6:* Foster the growth and enrichment of youth in Gadsden County by promoting and expanding activities. ..... 12
*Goal 7:* Ensure a culture of continuous staff development and cultivate an environment that prioritizes and sustains high job satisfaction. ..... 12

## Introduction

The Gadsden County Public Library (GCPL) has been a staple in this community since its inception in 1980. For over 40 years, they have been steadfast in their mission.

***"To serve the diverse informational and recreational needs of the people of Gadsden County, to provide quality service and programs in a comfortable setting, and to keep the public aware of these resources."***



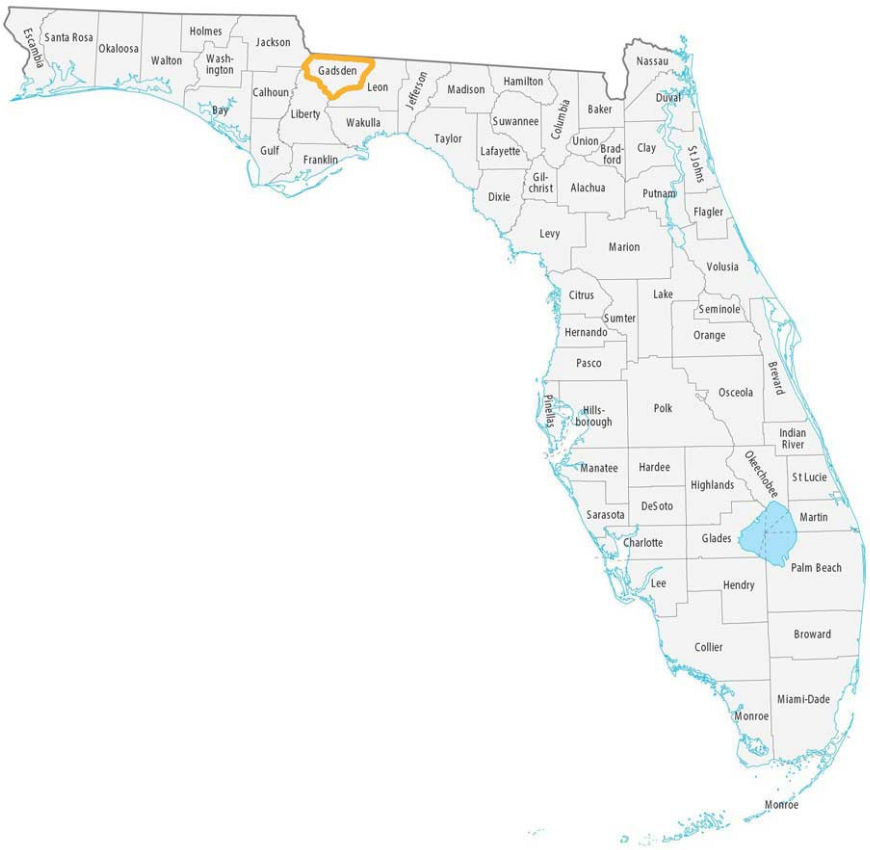





## Purpose

The strategic plan for the Gadsden County Public Library aims to provide a clear roadmap for its future development and growth. It outlines the library's vision, goals, and actions required to enhance its services and resources. By aligning efforts and resources, the plan aims to ensure the library's continued success, adaptability, and relevance to the community GCPL serves.

## About Gadsden County




Gadsden County, Florida, is in the panhandle bordering Georgia on the north and the counties Leon, Liberty, Calhoun, and Jackson within Florida.

The county has four cities and two towns:

- Chattahoochee – population 3,327
- Greensboro – population 449
- Gretna – population 1,369
- Havana – population 1,713
- Midway – population 3,434
- Quincy (County Seat) - population 8,004

Gadsden County's rich heritage is intertwined with shade tobacco, elegant Victorian homes, and its historical association with Coca-Cola. In the early 1900s, the visionary local banker M.W. "Pat" Munroe foresaw the potential of Coca-Cola and encouraged clients to invest in its stock, leading to significant wealth for many residents as the

company's prominence grew. During that era, Gadsden County boasted the highest number of millionaires and the largest holdings of Coca-Cola stock in the nation. This legacy continues to shape the county's identity, showcasing its historical significance and entrepreneurial spirit.

Today, the county is the only Florida county with an African American majority. According to 2022 Census data, the county has 43,714 residents, a 6.4% decrease from 2010. 54.9% are African American, 42% are white, and 11.7% are Hispanic.

The county's median income is $25,400. The county has a high poverty rate of 24.2%, with 42.5% of children under 18 living below the poverty line. Compared to the state average of 13.1% of individuals living below the poverty level and 18.2% of children (0 – 17) living below the poverty, Gadsden County's poverty levels are extremely high.[i]

Healthwise, the county was hit hard during COVID, with over 13,000 cumulative cases reported.[ii] The county generally sees higher-than-average chronic diseases such as heart attacks, strokes, diabetes, colorectal cancer, asthma, and other respiratory diseases. Risks, such as inactivity or muscle strengthening recommendations, are well above state averages.[iii]

Today, agriculture, forestry, fishing, and hunting jobs still employ most residents though changes are coming. Gadsden County's location to the Tallahassee MSA and four major interstates has set Gadsden County on a path of growth with a 700-acre master-planned Intermodal Logistics Center, a nearby Amazon Distribution Center, and a focus on Inclusive Economic Development.[iv]

## About Gadsden County Library

In 1980, the County designed a public library system to include a main library in Quincy and two branch libraries in Chattahoochee and Havana. Locations were decided in response to state standards suggesting that county residents' driving time to a library should be no more than 15 minutes in urban areas and 30 minutes or less in rural areas.

Gadsden County maintains a main library and two branch libraries. Library personnel includes a paid staff of 18. The library falls under the governance of the Gadsden County Board of Commissioners.

The Gadsden County Public Library actively promotes various programs for youth and adults in the community. In addition to providing highly rated services and programs, the GCPL is a support system to the local schools and institutions of higher learning.

The library system circulates over 200,000 adult items annually and over 200,000 for teens and children through its three locations. Using the Library Value Calculator, checking these items out of the library saved the citizens of Gadsden County over 6.8 million dollars last year.[v]

## Library Locations






### William A. "Bill" McGill Public Library

732 South Pat Thomas Parkway
Quincy, FL 32351
850-627-7106

Built-in 2006 through a Public Library Construction Grant from the State of Florida, the main library in Quincy is 14,560 square feet. The library has a large meeting room, makerspace, and computers on the main floor.

The new maker area has a 3D printer, virtual reality, and a Cricut machine for library programming.

The library houses LVA-Gadsden Inc., which provides basic tutoring, English as a second language, computer literacy, and GED training.

Hours:

Monday – Tuesday 10:00 AM - 8:00 PM
Wednesday-Thursday 10:00 AM - 6:00 PM
Friday 10:00 AM - 6:00 PM
Saturday 10:00 AM - 2:00 PM
Sunday Closed






Cowen Public Library

300 Maple Street
Chattahoochee, FL 32324
850-663-2707

The Chattahoochee Library was the first library in the Gadsden County system. The City of Chattahoochee signed an inter-local agreement transferring the operation of the Chattahoochee Public Library to the County in 1980.

In 2007, the new Chattahoochee Library opened through a Public Library Construction Grant from the State of Florida. The library is 6,112 square feet facility has a small meeting room and public computers.

Hours:

Monday – Tuesday 10:00 AM - 8:00 PM
Wednesday-Thursday 10:00 AM - 6:00 PM
Friday 10:00 AM - 6:00 PM
Saturday 10:00 AM - 2:00 PM
Sunday Closed



## Havana Public Library

203 E. Fifth Avenue
Havana, FL 32333
850-539-2844

In 2004 the Town of Havana built an 8,008-square-foot facility to house the Havana Public Library. The library has a flatbed scanner and public computers.

Hours:

Monday & Tuesday 11:00 AM - 8:00 PM
Wednesday – Friday 11:00 AM - 6:00 PM
Saturday 10:00 AM - 3:0 0 PM
Sunday Closed

## Library Website

The library website http://www2.youseemore.com/gadsden/ provides access to:

- the online catalog and account management
- a calendar of events for all locations
- Friends of the Library Information
- Library News
- Online Resources

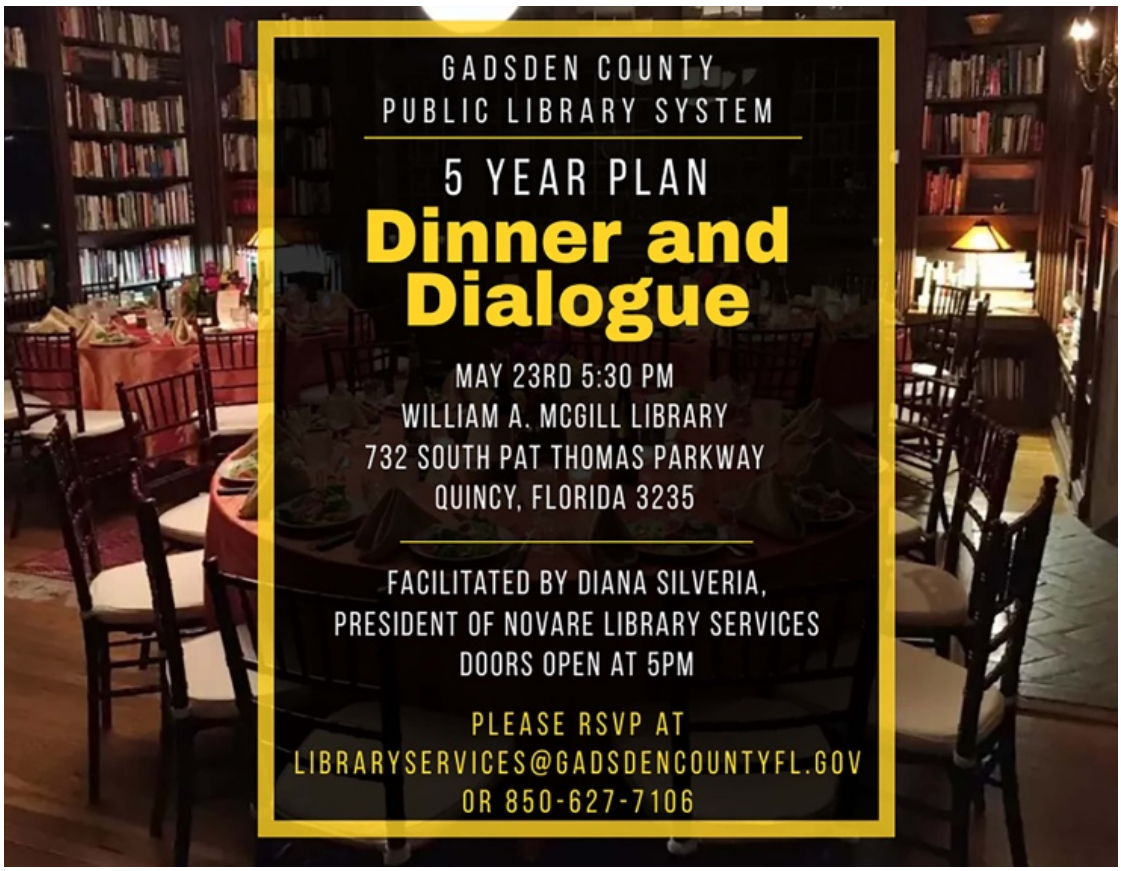
- Ancestry Library (in-house access only)
- Axis360 eBooks and audiobooks
- Florida Electronic Library (remote access) provides access to over 65 online premium resources for students, adults, and Spanish-language resources.
- African American Heritage
- Universal Class with over 500 online continuing education courses

## Planning Process

Gadsden County Public Library contracted with Novare Library Services to develop a new strategic plan for the library for 2023 – 2028 through its membership with the Panhandle Library Access Network (PLAN) (https://planfl.org/). Before the Strategic Plan, Novare Library Services developed a 2022 – 2025 Technology Plan for Gadsden County Public Library.

The Strategic Plan will cover December 2023 to November 2028.

### Community and Staff Input



The new strategic plan's development relied heavily on community input. A public survey was available to all users from April – May 2023 and promoted at each location, social media, and website. The survey analyzed current library services, possible services, and programming for the future and left room for open community input. In addition, staff completed a survey to identify staff and user needs from a staff perspective.

In addition, there was a public meeting on May 23, 2023. Staff members and the public attended. Moderated by Diana Silveira, the attendees discussed the current library and where the library should go in the future.

## Community Needs

The determination of community needs involved various methods, including:

- Interviews with library staff
- A public meeting
- County statistics
- Review of the long-range plan for Gadsden County
- Review of the Gadsden County Development Council Initiative

# Strategic Plan 2023 – 2028

## *Goal 1*: Expand programs to offer access to Gadsden County residents to technology, Internet, and computers.

1. Facilitate user access to the Internet beyond the library premises.
    a. Relaunch the hotspot and device loaning programs.
    b. Deploy Wi-Fi extenders to broaden coverage outside the library premises.
    c. Provide Wi-Fi through Bookmobile.
2. Deliver technology classes tailored for community members focusing on workforce development, college preparedness, and hobbyist pursuits.
    a. Provide ongoing classes for users on new emerging technology and basic skills.
    b. Continue and expand STEM programming for K-12 visitors.
    c. Introduce tech help appointments/programming hours to provide one-on-one assistance to residents with their devices and technology-related issues.
3. Replace aging hardware.
    a. New laptops for staff members
    b. Complete upgrade to the in-house library technology infrastructure.
    c. Replace public and staff hardware at all locations.

## *Goal 2:* Expand Outreach Services and Library Marketing

1. Provide mobile library services.
    a. Purchase a new smaller bookmobile, drivable by any staff member (without a commercial driver's license).
    b. Develop a new bookmobile schedule.
    c. Promote access to the Internet to residents visiting the bookmobile.
2. Provide Offsite programming at community events.
    a. Provide workshops at local senior centers.
    b. Expand school outreach services.
    c. Participate in community events.
3. Expand services to homebound users.
    a. Expand eBook and audiobook collections.
4. Enhance marketing and promotional efforts.
    a. Refresh the current website.
    b. Continue marketing programming and services to the community.

## *Goal 3:* Promote enhanced health and wellness within Gadsden County by delivering education and resources.

1. Establish dedicated, soundproof meeting spaces at each location, allowing community members to schedule and conduct telehealth appointments.
2. Develop educational programming focused on health issues and exercise.
    a. Utilize the walking path at Havana Library for library programming including a walking group.
    b. Introduce new exercise-related classes through streaming to the library.
    c. Introduce new workshops for cooking and wellness.
3. Develop a pilot health, wellness, and exercise Library of Things.
4. Expand the seed program to promote healthy eating and sustainable living.
    a. Develop a library food garden at the Chattahoochee Branch.
    b. Develop new library programming on gardening and sustainable living.

## *Goal 4:* Develop innovative programming and services to attract and engage a diverse audience at the library.

1. Create in-person, hybrid, and online programming for residents.
    *a.* Continue genealogy classes.
    *b.* Continue fun community-building events like Bingo.
    c. Introduce new exercise-related classes through streaming to the library.
    d. Create life-skill workshop series for new adults.
2. Expand Adult Literacy Services
    *a.* Continue introducing life skill literacy classes on health, finance, and legal.
    *b.* Introduce adult literacy classes.
    *c.* Launch a campaign for new volunteers.
    *d.* Provide training for volunteers.
    e. Market service to residents

## *Goal 5:* Enhance community employability through targeted workforce development programs and resources.

1. Increase employability skills through library resources and training.
2. Offer services through software, partnerships, or volunteers for resume writing assistance.
3. Create programming and personalized mentoring to facilitate increased confidence and success in job interviews.

## *Goal 6:* Foster the growth and enrichment of youth in Gadsden County by promoting and expanding activities.

1. Expand Children's programming and outreach.
    a. Introduce supplemental reading programs to encourage reading and bring literacy resources to early readers.
    b. Collaborate with local schools and daycares for programming and library card sign-ups.
2. Restart the yearly summer reading program with events and prizes for reading.
3. Expand in-person programming for local youth.
    a. Explore partnerships, collaborations, and other free/low-cost programming options.
    b. Provide regularly scheduled movie nights.
4. Create a story walk at the Havana Branch.
5. Develop focused programming for teens at all locations.
    a. Utilize teens as volunteers with Bright Future hours.
    b. Develop new programming with makerspace and life skills.

## *Goal 7:* Ensure a culture of continuous staff development and cultivate an environment that prioritizes and sustains high job satisfaction.

1. Promote staff training opportunities through the county, PLAN, the state, and professional organizations.
    *a.* Find grant opportunities for staff to attend regional, state, and national library conferences.
    *b.* Establish a versatile system enabling staff to actively participate in live training sessions, webinars, and on-demand learning opportunities, enhancing their professional growth and expertise.
2. Maintain open and effective communication channels while consistently offering robust support mechanisms for staff members.
3. Empower staff to design personalized training plans for self-development, fostering continuous growth and skill enhancement.

End Notes and Resource Links

---

[i] Data Commons Demographic Data - datacommons.org/place/geoId/12039/?utm_medium=explore&mprop=count&popt=Person&hl=en

[ii] Data Commons – COVID19 - datacommons.org/tools/timeline -&place=geoId/12039&statsVar=CumulativeCount_MedicalConditionIncident_COVID_19_ConfirmedOrProbableCase

[iii] Florida Health Charts flhealthcharts.gov/ChartsDashboards/rdPage.aspx?rdReport=ChronicDisease.Report&rdRequestForwarding=Form

[iv] Gadsden County Economic Development Council gadsdenfldev.com

[v] What's Your Library Worth? ilovelibraries.org/what-libraries-do/calculator

Resources Consulted

- Gadsden County Economic Development Council - Workforce Development
- Gadsden County Comprehensive Plan
- GIS Geography - Florida County Map (Image Source)
- Data Commons

Written by:

Diana Silveira, President.
Novare Library Services
novarelibrary.com

Submitted August 15, 2023

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 5, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Morris A. Young, Sheriff

**Subject:** Approval of Sheriff's Office – Automated School Zone Traffic Enforcement Permitting Letters on Letterhead

---

**Statement of Issue:**

The Gadsden County Sheriff's Office (GCSO) requests the permitting letters for the automated school zone traffic enforcement program be placed on Gadsden County Letterhead so the project can move forward. The permitting letters are needed so Blue Line Solutions can move forward with installation of equipment within the school zones.

**Background:**

With the blessings from The Board, the GCSO has entered into an agreement with Blue Line Solutions to implement a school zone traffic enforcement program aimed at reducing speeding in school zones. There are multiple steps in implementing this program. Our next step in this process involves getting the permitting letters printed on Gadsden County letterhead so construction can commence.

**Analysis:**

The GCSO has determined that the automated school zone traffic enforcement program is a worthwhile investment in its school zones, as the study that was conducted showed an extremely high level of speeding occurring in our school zones. The program's ultimate goal is to reduce the number of speeders in the school zones to ensure the safety of everyone.

**Fiscal Impact:**

None.

**Options:**

1. Approval of Sheriff's Office – Automated School Zone Traffic Enforcement Permitting Letters on Gadsden County Letterhead.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

- Permitting Letters
- Site Plans

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 2, 2024

Blue Line Solutions, LLC.
3903 Volunteer Dr. Suite 400
Chattanooga, TN 37416

The following letter is an official notice that we, Gadsden County FL are requesting the installation of an SDS system at Crossroads Charter Academy on Ralph Strong RD.

As part of this request, Gadsden County authorizes Blue Line Solutions LLC to submit the GUP application on our behalf.

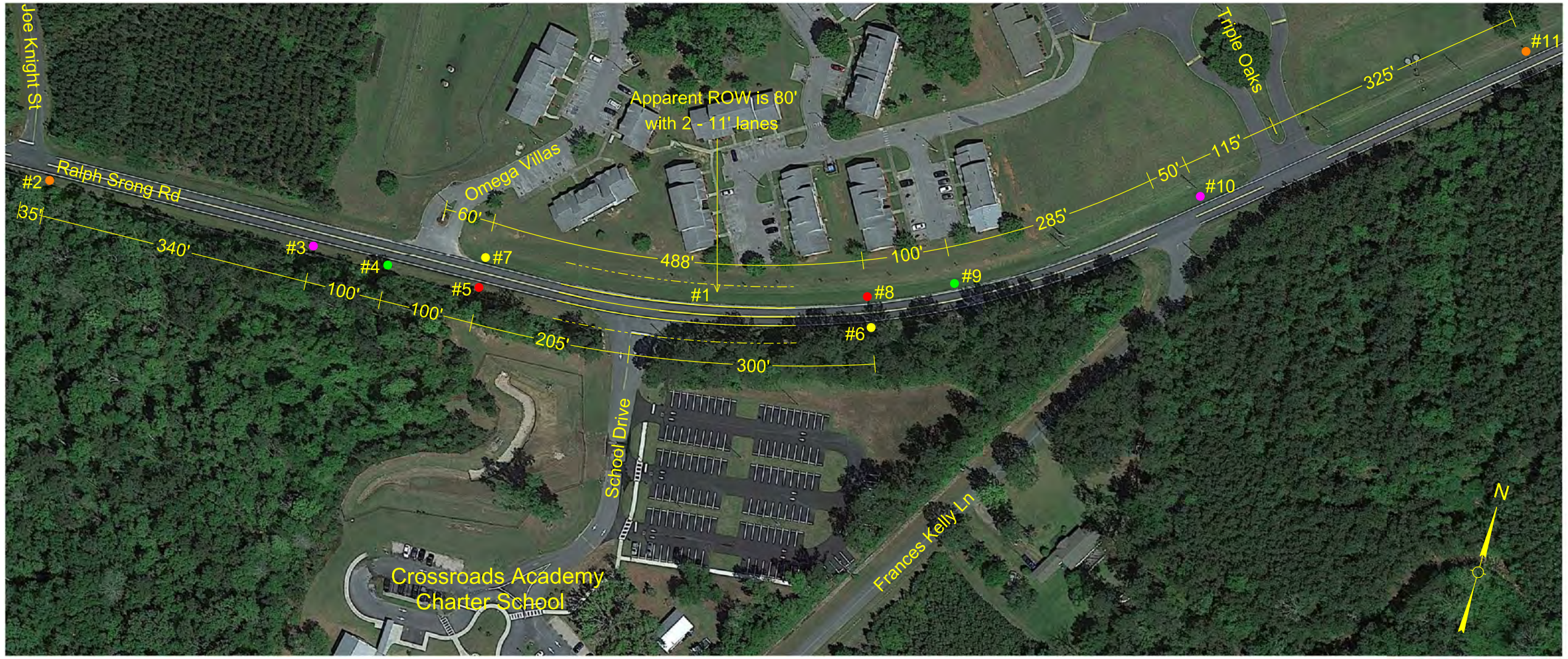
Furthermore, Gadsden County certifies that the SDS will conform to the FDOT SDS Placement and Installation Specifications described in Section 4.0 in the FDOT policy published on 12/28/2023.

Thank you for your time and attention to this matter.

Eric F. Hinson
Chairman
Gadsden County Board of Commissioners

# CROSSROADS ACADEMY CHARTER SCHOOL

# SCHOOL PHOTO SPEED ENFORCEMENT FOR RALPH STRONG ROAD




## Existing Signage

#1 Apparent ROW along Ralph Strong Road is approx 80' with two 11' lanes. Speed limit is posted at 35 mph with a 15 mph school speed limit.




#2 Existing 35 mph sign with a solar radar feedback sign located approx 35' east of the centerline of Joe Knight Street

#11 Existing 35 mph sign with a solar radar feedback sign located approx 325' east of the centerline of the entrace to the Triple Oaks Apartments.



#3 Existing W1-2L sign located approx 375' east of the centerline of Joe Knight Street.

#10 Existing W1-2R sign located approx 50' east of the centerline of Frances Kelly Lane.




#4 Existing S1-1 with W16-9P plaque located approx 305' west of the centerline of the school drive.

#9 Existing S1-1 with W16-9P plaque located approx 285' west of the centerline of Frances Kelly Lane.




#5 Existing 15 mph solar flashing School Speed Limit sign with "Speeding Fines Doubled" located approx 205' west of the centerline of the school drive.

#8 Existing 15 mph solar flashing School Speed Limit sign with "Speeding Fines Doubled" located approx 385' west of the centerline of Frances Kelly Lanes.




#6 Existing S5-2 sign located approx 300' east of the centerline of the school drive.

#7 Existing S5-2 sign located approx 60' east of the centerline of the entrance to the Omega Villas.



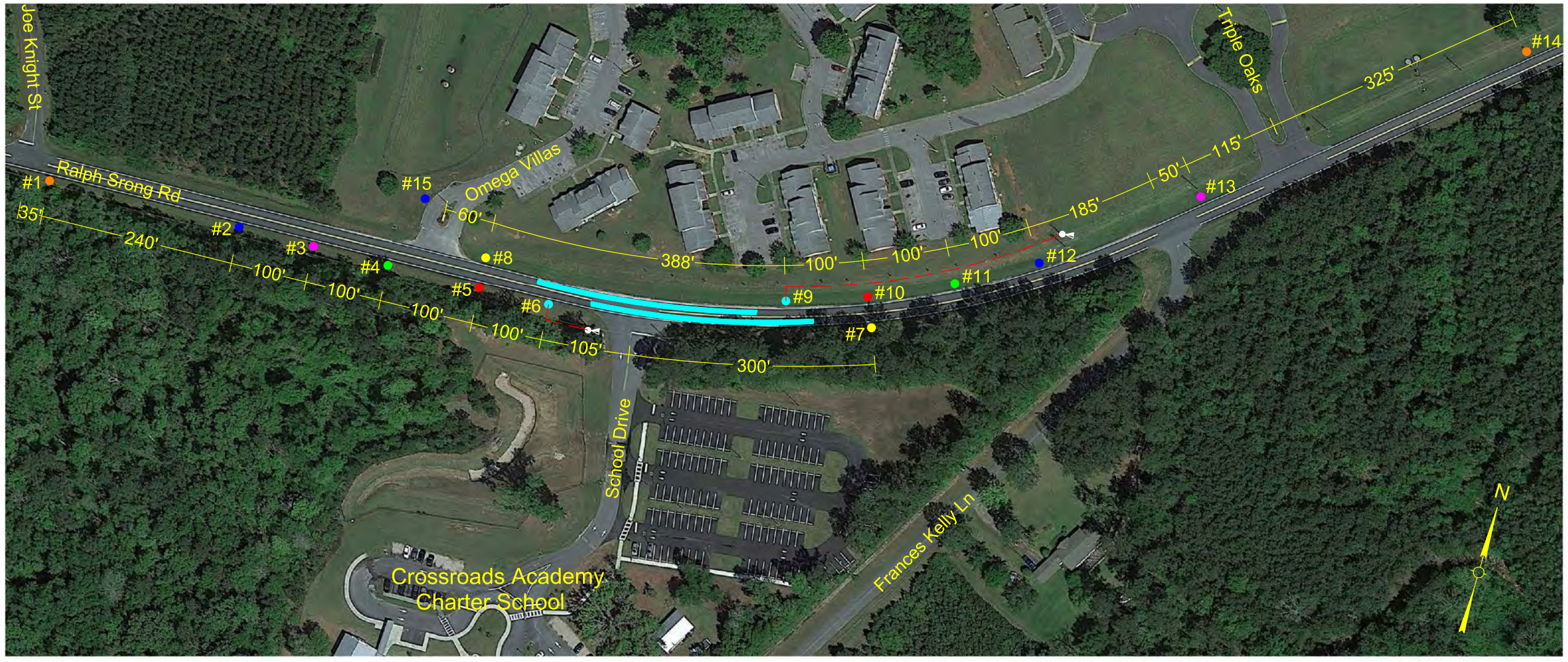
| | |
|---|---|
| SHEET NUMBER | 01 |
| COUNTY | GADSDEN |
| CITY | QUINCY |
| PROJECT | NS.16045.012.03 |
| DESIGN / CHECK | CA / KG |
| DETAIL / CHECK | CA / KG |
| REVIEW / SERIES * | |

DATE: 4/15/2024

CROSSROADS ACADEMY
CHARTER SCHOOL
470 STRONG ROAD
QUINCY, FLORIDA

RALPH STRONG ROAD

# CROSSROADS ACADEMY CHARTER SCHOOL
# SCHOOL PHOTO SPEED ENFORCEMENT FOR RALPH STRONG ROAD




## Proposed Sign Layout




#1 Existing 35 mph sign with a solar radar feedback sign located approx 35' east of the centerline of Joe Knight Street

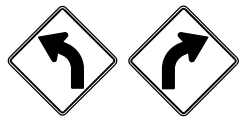
#14 Existing 35 mph sign with a solar radar feedback sign located approx 325' east of the centerline of the entrace to the Triple Oaks Apartments.




#2 Install new Speed Limit Photo Enforced sign approx 275' east of the centerline of Joe Knight Street.

#12 Install new Speed Limit Photo Enforced sign approx 185' west of the centerline of Frances Kelly Lane.

#15 Install new Speed Limit Photo Enforced sign approx 75' north of the edgeline of Ralph Strong Road.



#3 Existing W1-2L sign located approx 375' east of the centerline of Joe Knight Street.

#13 Existing W1-2R sign located approx 50' east of the centerline of Frances Kelly Lane.




#4 Existing S1-1 with W16-9P plaque located approx 305' west of the centerline of the school drive.

#11 Existing S1-1 with W16-9P plaque located approx 285' west of the centerline of Frances Kelly Lane.




#5 Existing 15 mph solar flashing School Speed Limit sign with "Speeding Fines Doubled" located approx 205' west of the centerline of the school drive.

#10 Existing 15 mph solar flashing School Speed Limit sign with "Speeding Fines Doubled" located approx 385' west of the centerline of Frances Kelly Lanes.



#6 Install new AC powered camera pole approx 105' west of the centerline of the school drive ( 300' enforcement zone) .

#9 Install new AC powered camera pole approx 485' west of the centerline of Frances Kelly Ln ( 300' enforcement zone) .




#7 Existing S5-2 sign located approx 300' east of the centerline of the school drive.

#8 Existing S5-2 sign located approx 60' east of the centerline of the entrance to the Omega Villas.

All new signs and camera poles installed along Ralph Strong Road should be placed between 6-12' from the edgeline stripe.

| | |
|---|---|
| SHEET NUMBER | 02 |
| COUNTY | GADSDEN |
| CITY | QUINCY |
| PROJECT | NS.16045.012.03 |
| DESIGN | CA |
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES * | |

DATE: 4/15/2024

CROSSROADS ACADEMY
CHARTER SCHOOL
470 STRONG ROAD
QUINCY, FLORIDA

RALPH STRONG ROAD

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 2, 2024

Blue Line Solutions, LLC.
3903 Volunteer Dr. Suite 400
Chattanooga, TN 37416

The following letter is an official notice that we, Gadsden County FL, are requesting the installation of an SDS system at Gadsden High School on Highway 90.

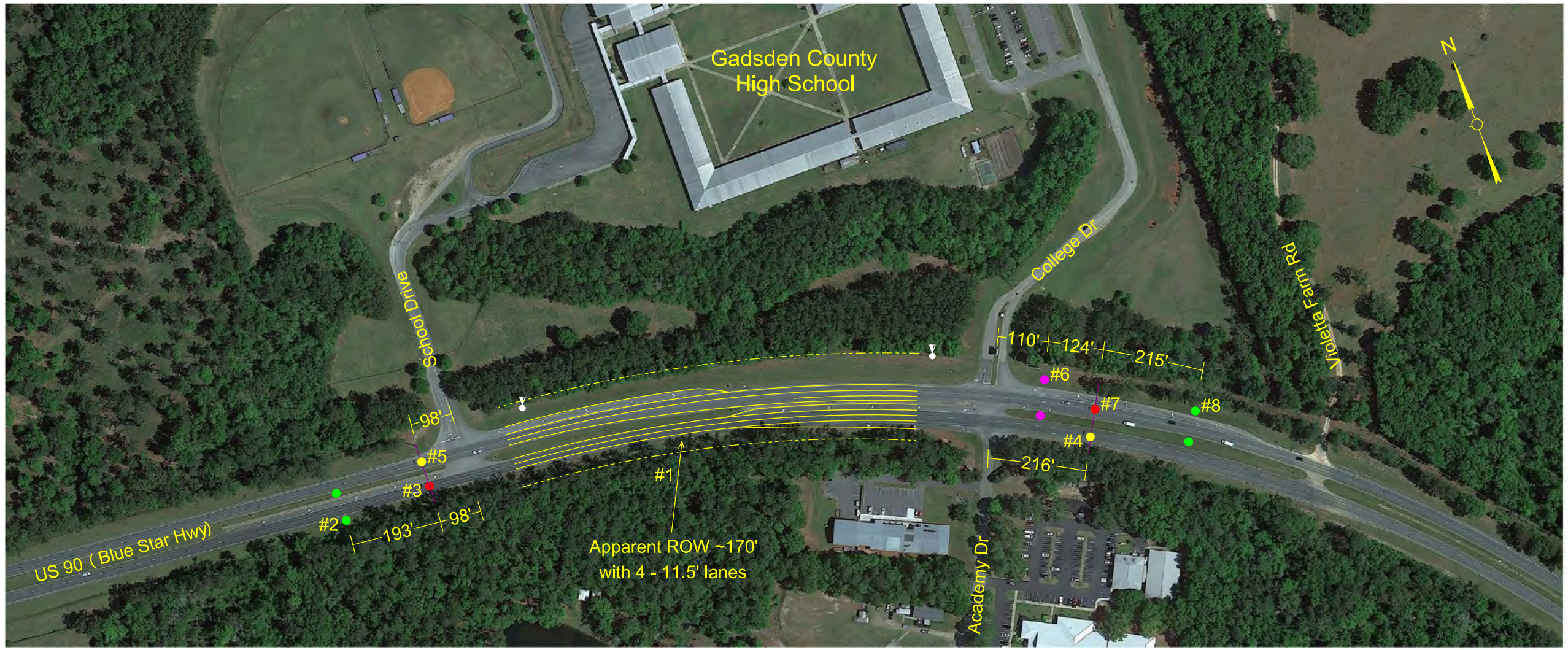
As part of this request, Gadsden County authorizes Blue Line Solutions LLC to submit the GUP application on our behalf.

Furthermore, Gadsden County certifies that the SDS will conform to the FDOT SDS Placement and Installation Specifications described in Section 4.0 in the FDOT policy published on 12/28/2023.

Thank you for your time and attention to this matter.

Eric F. Hinson
Chairman
Gadsden County Board of Commissioners

# GADSDEN COUNTY HIGH SCHOOL
# SCHOOL PHOTO SPEED ENFORCEMENT FOR US 90 ( BLUE STAR HIGHWAY)



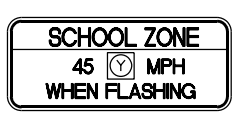

## Existing Conditions

#1 Apparent ROW along US 90 ( Blue Star Hwy) is approx 170'. US 90 is a four lane divided highway with four 11.5' lanes. In the vicinty of the school, the speed limit is posted at 55 mph with a 45 mph school speed limit.



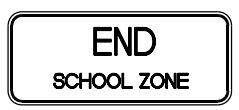

#2 Existing S1-1 with W16-9P plaque located approx 291' west of the centerline of School Drive. Signs are placed on both sides of the US 90.

#8 Existing S1-1 with W16-9P plaque located approx 449' east of the centerline of College Drive. Signs are placed on both sides of the US 90.




#3 Existing overhead 45 mph AC powered flashing School Speed Limit sign located approx 98' west of the centerline of School Drive.

#7 Existing overhead 45 mph AC powered flashing School Speed Limit sign located approx 234' east of the centerline of College Drive.




#4 Existing overhead "End School Zone" sign located approx 216' east of the centerline of Academy Drive.

#5 Existing overhead "End School Zone" sign located approx 98' west of the centerline of School Drive.




#6 Existing "Speeding Fines Doubled" sign located approx 110' east of the centerline of College Drive. Signs are placed on both sides of US 90.



SHEET NUMBER 01

| COUNTY | CITY | PROJECT |
|---|---|---|
| GADSDEN | HAVANA | NS.16045.012.03 |

| DESIGN | CA |
|---|---|
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES * | |

DATE: 4/13/2024

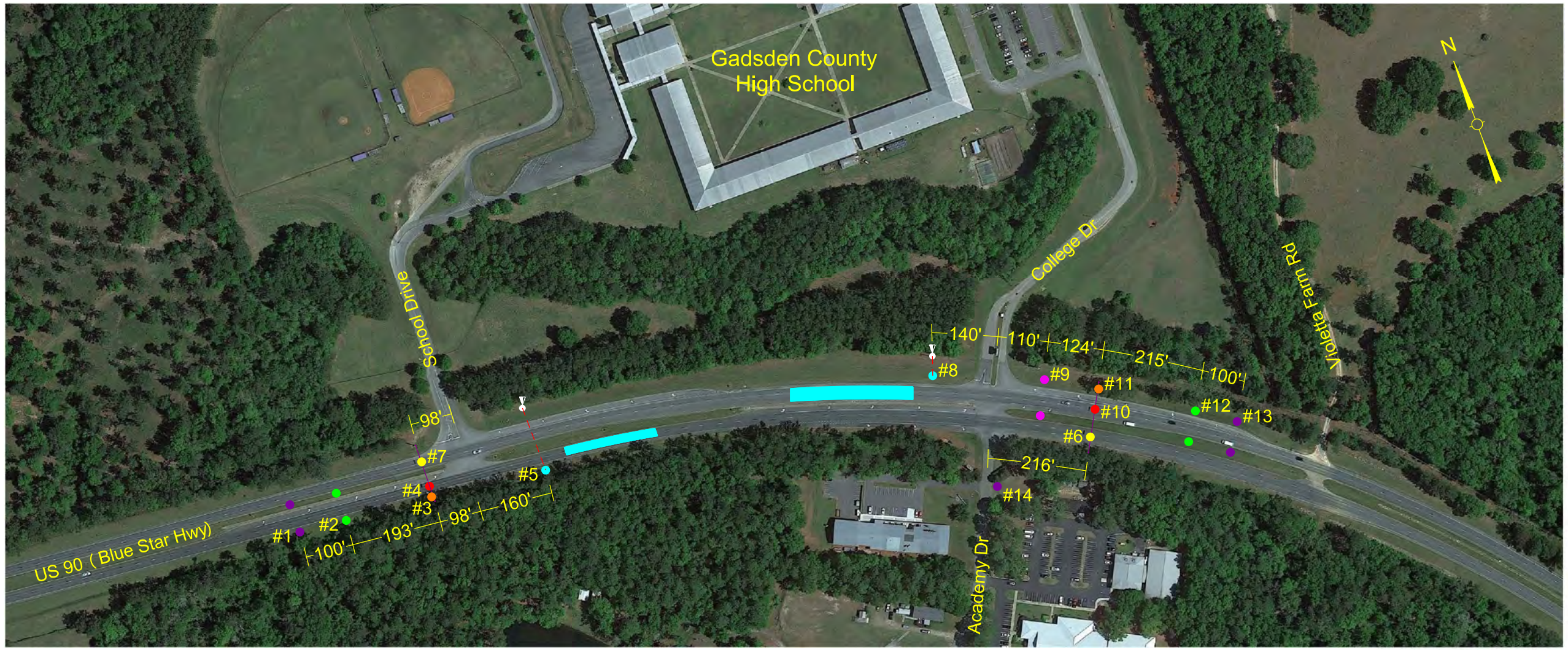
Blue Line SOLUTIONS

GADSDEN COUNTY
HIGH SCHOOL
27001 BLUE STAR HIGHWAY
HAVANA, FLORIDA

US 90 ( BLUE STAR HIGHWAY)

Gadsden COUNTY

# GADSDEN COUNTY HIGH SCHOOL
# SCHOOL PHOTO SPEED ENFORCEMENT FOR US 90 ( BLUE STAR HIGHWAY)




## Proposed Sign Layout




#1 Install new Speed Limit Photo Enforced sign on both sides of US 90 approx 391' west of the centerline of School Drive.

#13 Install new Speed Limit Photo Enforced signs on both sides of US 90 approx 549' east of the centerline of College Drive.

#14 Install new Speed Limit Photo Enforced sign approx 100' south of the edgeline on Academy Drive.



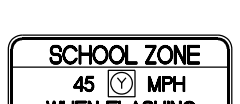

#2 Existing S1-1 with W16-9P plaque located approx 291' west of the centerline of School Drive. Signs are placed on both sides of the US 90.

#12 Existing S1-1 with W16-9P plaque located approx 449' east of the centerline of College Drive. Signs are placed on both sides of the US 90.




#3 Install a solar Radar Feedback Sign approx 98' west of the centerline of School Drive.

#11 Install a solar Radar Feedback Sign approx 234' east of the centerline of College Drive.



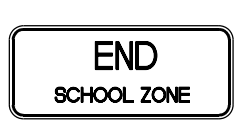

#4 Existing overhead 45 mph AC powered flashing School Speed Limit sign located approx 98' west of the centerline of School Drive.

#10 Existing overhead 45 mph AC powered flashing School Speed Limit sign located approx 234' east of the centerline of College Drive.



#5 Install new AC powered camera approx 160' east of the centerline of School Drive ( 250' enforcement zone) .

#8 Install new AC powered camera approx 140' west of the centerline of College Drive ( 250' enforcement zone) .




#6 Existing overhead "End School Zone" sign located approx 216' east of the centerline of Academy Drive.

#7 Existing overhead "End School Zone" sign located approx 98' west of the centerline of School Drive.




#9 Existing "Speeding Fines Doubled" sign located approx 110' east of the centerline of College Drive. Signs are placed on both sides of US 90.

All new signs and camera poles to be installed on US 90 ( Blue Star Hwy) shall be placed between 12-15' from the edgeline stripe. New sign to be installed on Academy Drive to be placed between 5-10' from the edge of roadway.



SHEET NUMBER 02

| COUNTY | CITY | PROJECT |
|---|---|---|
| GADSDEN | HAVANA | NS.16045.012.03 |

| DESIGN | CHECK | DETAIL | CHECK | REVIEW | SERIES * |
|---|---|---|---|---|---|
| CA | KG | CA | KG | | |

DATE: 4/13/2024

Blue Line SOLUTIONS

GADSDEN COUNTY
HIGH SCHOOL
27001 BLUE STAR HIGHWAY
HAVANA, FLORIDA

US 90 ( BLUE STAR HIGHWAY)

Gadsden COUNTY

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 2, 2024

Blue Line Solutions, LLC.
3903 Volunteer Dr. Suite 400
Chattanooga, TN 37416

The following letter is an official notice that we, Gadsden County FL, are requesting the installation of an SDS system at Greensboro Elementary / W Gadsden Middle on Highway 12.

As part of this request, Gadsden County authorizes Blue Line Solutions LLC to submit the GUP application on our behalf.

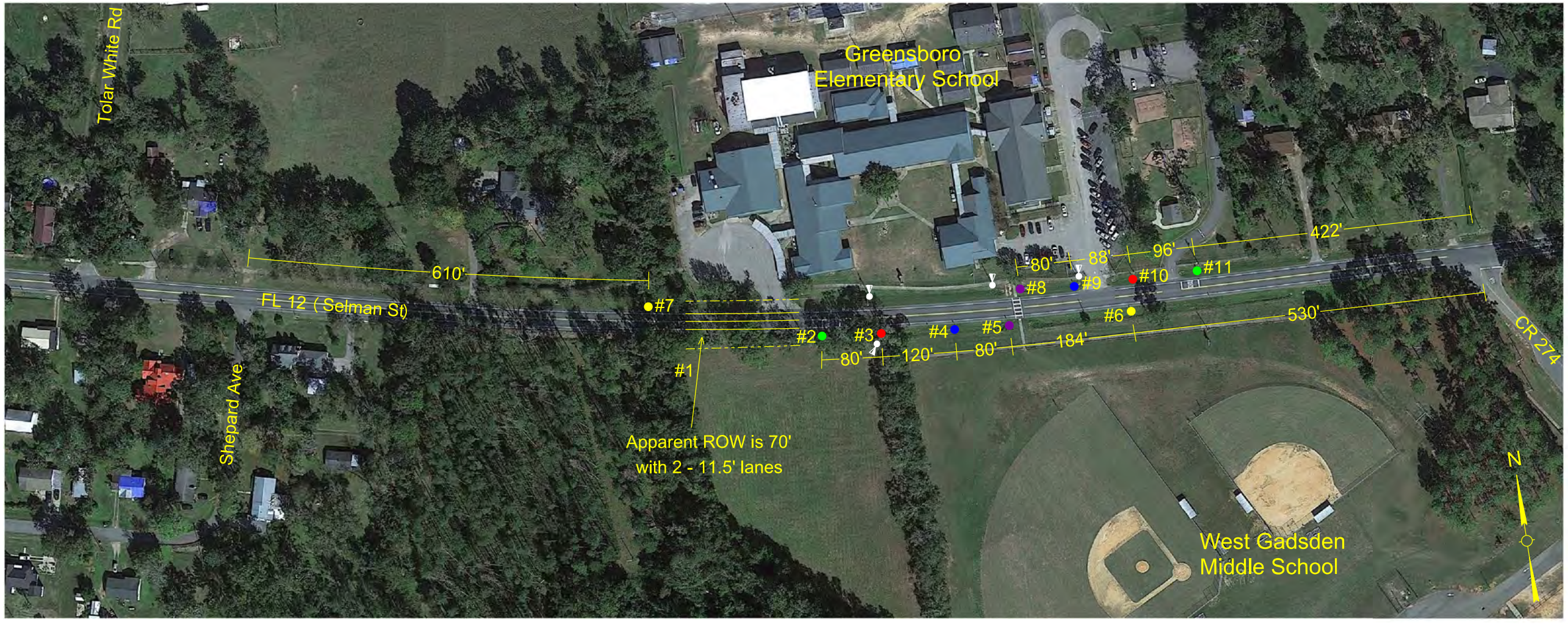
Furthermore, Gadsden County certifies that the SDS will conform to the FDOT SDS Placement and Installation Specifications described in Section 4.0 in the FDOT policy published on 12/28/2023.

Thank you for your time and attention to this matter.

Eric F. Hinson
Chairman
Gadsden County Board of Commissioners

# GREENSBORO ELEMENTARY SCHOOL

# SCHOOL PHOTO SPEED ENFORCEMENT FOR FL 12 ( SELMAN STREET)




## Existing Signage

#1 Apparent ROW along FL 12 ( Selman St) is approx 70' with two 11.5' lanes. Speed limit is posted at 35 mph with a 20 mph school speed limit.

AHEAD

#2 Existing S1-1 with W16-9P plaque located approx 994' west of the centerline of CR 274.
#11 Existing S1-1 with W16-9P plaque located approx 422' west of the centerline of CR 274.

SCHOOL SPEED LIMIT 20 WHEN FLASHING

#3 Existing 20 mph solar flashing School Speed Limit sign located approx 914' west of the centerline of CR 274.
#10 Existing 20 mph solar flashing School Speed Limit sign located approx 518' west of the centerline of CR 274.

SPEEDING FINES DOUBLED

#4 Existing Speeding Fines Doubled sign located approx 794' west of the centerline of CR 274.
#9 Existing Speeding Fines Doubled sign located approx 606' west of the centerline of CR 274.

#5 Existing S1-1 with W16-7PL plaque located approx 714' west of the centerline of CR 274.
#8 Existing S1-1 with W16-7PL plaque located approx 686' west of the centerline of CR 274.

END SCHOOL ZONE

#6 Existing S5-2 sign located approx 530' west of the centerline of CR 274.
#7 Existing S5-2 sign located approx 610' east of the centerline of Shepard Avenue.



SHEET NUMBER 01

| COUNTY | CITY | PROJECT |
|---|---|---|
| GADSDEN | QUINCY | NS.16045.012.03 |

| DESIGN | CA |
|---|---|
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES * | |

DATE: 4/14/2024

Blue Line SOLUTIONS

GREENSBORO ELEMENTARY SCHOOL
559 GREENSBORO HIGHWAY
QUINCY, FLORIDA

SR 12 ( SELMAN STREET)

# GREENSBORO ELEMENTARY SCHOOL

# SCHOOL PHOTO SPEED ENFORCEMENT FOR FL 12 ( SELMAN STREET)




## Proposed Sign Layout




#1 Install new Speed Limit Photo Enforced sign approx 1094' west of the centerline of CR 274.
#12 Install new Speed Limit Photo Enforced sign approx 322' west of the centerline of CR 274.




#2 Existing S1-1 with W16-9P plaque located approx 994' west of the centerline of CR 274.
#11 Existing S1-1 with W16-9P plaque located approx 422' west of the centerline of CR 274.




#3 Add a Radar Feedback Sign below the existing 20 mph solar flashing School Speed Limit sign located approx 914' west of the centerline of CR 274.
#10 Add a Radar Feedback Sign below the existing 20 mph solar flashing School Speed Limit sign located approx 518' west of the centerline of CR 274.



#4 Install new AC powered camera and relocate the Speeding Fines Doubled sign to the camera pole approx 794' west of the centerline of CR 274 ( 200' enforcement zone) .
#9 Install new AC powered camera and relocate the Speeding Fines Doubled sign to the camera pole approx 606' west of the centerline of CR 274 ( 200' enforcement zone) .



#5 Existing S1-1 with W16-7PL plaque located approx 714' west of the centerline of CR 274.
#8 Existing S1-1 with W16-7PL plaque located approx 686' west of the centerline of CR 274.




#6 Existing S5-2 sign located approx 530' west of the centerline of CR 274.
#7 Existing S5-2 sign located approx 610' east of the centerline of Shepard Avenue.

All new signs and camera poles installed along FL 12 ( Selman St) shall be placed between 7-12' from the edgeline stripe.

| | | | |
|---|---|---|---|
| SHEET NUMBER | 02 | | |
| GADSDEN | QUINCY | NS.16045.012.03 | |
| COUNTY | CITY | PROJECT | |
| CA / KG | CA / KG | | |
| DESIGN / CHECK | DETAIL / CHECK | REVIEW | SERIES * |

DATE: 4/14/2024

Blue Line SOLUTIONS

GREENSBORO ELEMENTARY SCHOOL
559 GREENSBORO HIGHWAY
QUINCY, FLORIDA

SR 12 ( SELMAN STREET)

Gadsden COUNTY

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 2, 2024

Blue Line Solutions, LLC.
3903 Volunteer Dr. Suite 400
Chattanooga, TN 37416

To Whom it May Concern,

The following letter is an official notice that we, Gadsden County FL, are requesting the installation of an SDS system at Havana Magnet School on Kemp RD.

As part of this request, Gadsden County authorizes Blue Line Solutions LLC to submit the GUP application on our behalf.

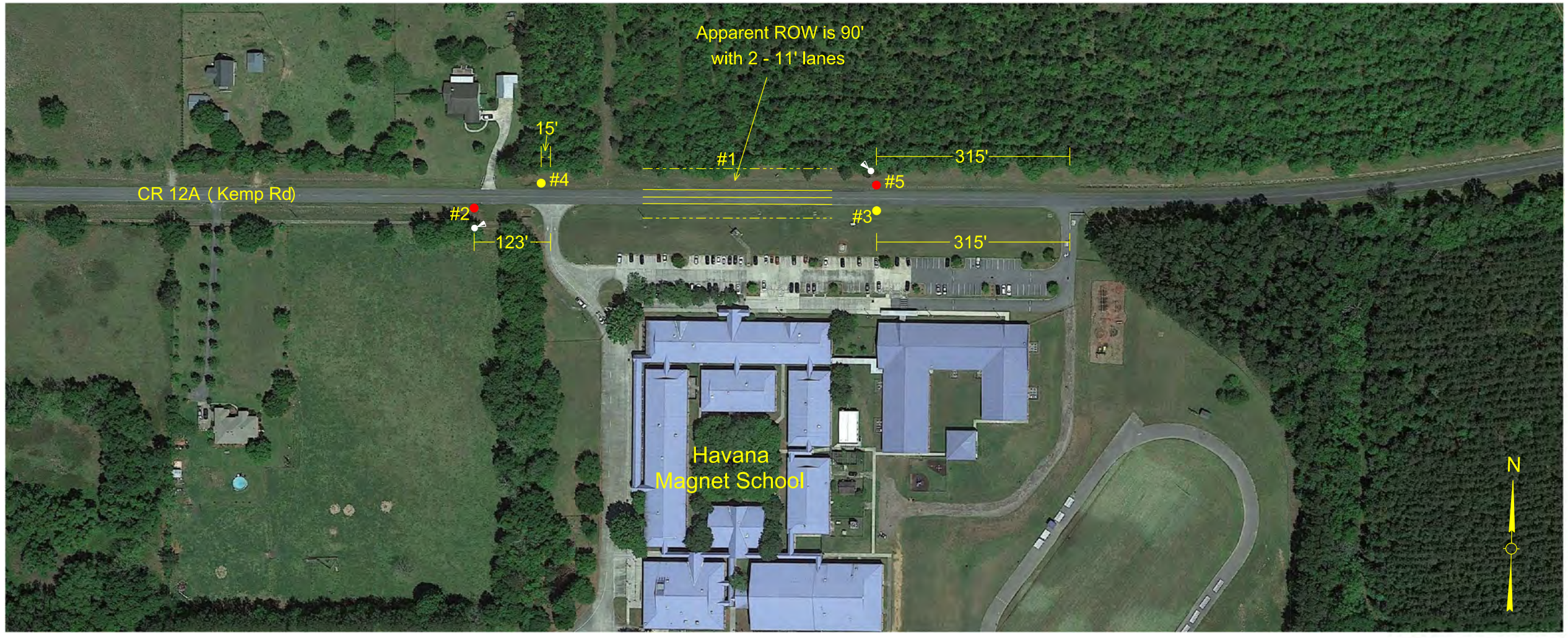
Furthermore, Gadsden County certifies that the SDS will conform to the FDOT SDS Placement and Installation Specifications described in Section 4.0 in the FDOT policy published on 12/28/2023.

Thank you for your time and attention to this matter.

Eric F. Hinson
Chairman
Gadsden County Board of Commissioners

# HAVANA MAGNET SCHOOL

## SCHOOL PHOTO SPEED ENFORCEMENT FOR CR 12A ( KEMP ROAD)




## Existing Signage

#1 Apparent ROW along CR 12A ( Kemp Road) is approx 90' with two 11' lanes. Speed limit is posted at 25 mph and the School Speed limit is also posted at 25 mph.




#2 Existing 25 mph AC powered flashing School Speed Limit sign with "Speeding Fines Doubled" sign below located approx 123' west of the centerline of the western school drive.

#5 Existing 25 mph AC powered flashing School Speed Limit sign with "Speeding Fines Doubled" sign below located approx 315' west of the centerline of the eastern school drive.




#3 Existing S5-2 sign located approx 315' west of the centerline of the eastern school drive.

#4 Existing S5-2 sign located approx 15' west of the centerline of the western school drive.



SHEET NUMBER 01

| COUNTY | CITY | PROJECT |
|---|---|---|
| GADSDEN | HAVANA | NS.16045.012.03 |

| DESIGN | CA |
|---|---|
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES * | |

DATE: 4/15/2024

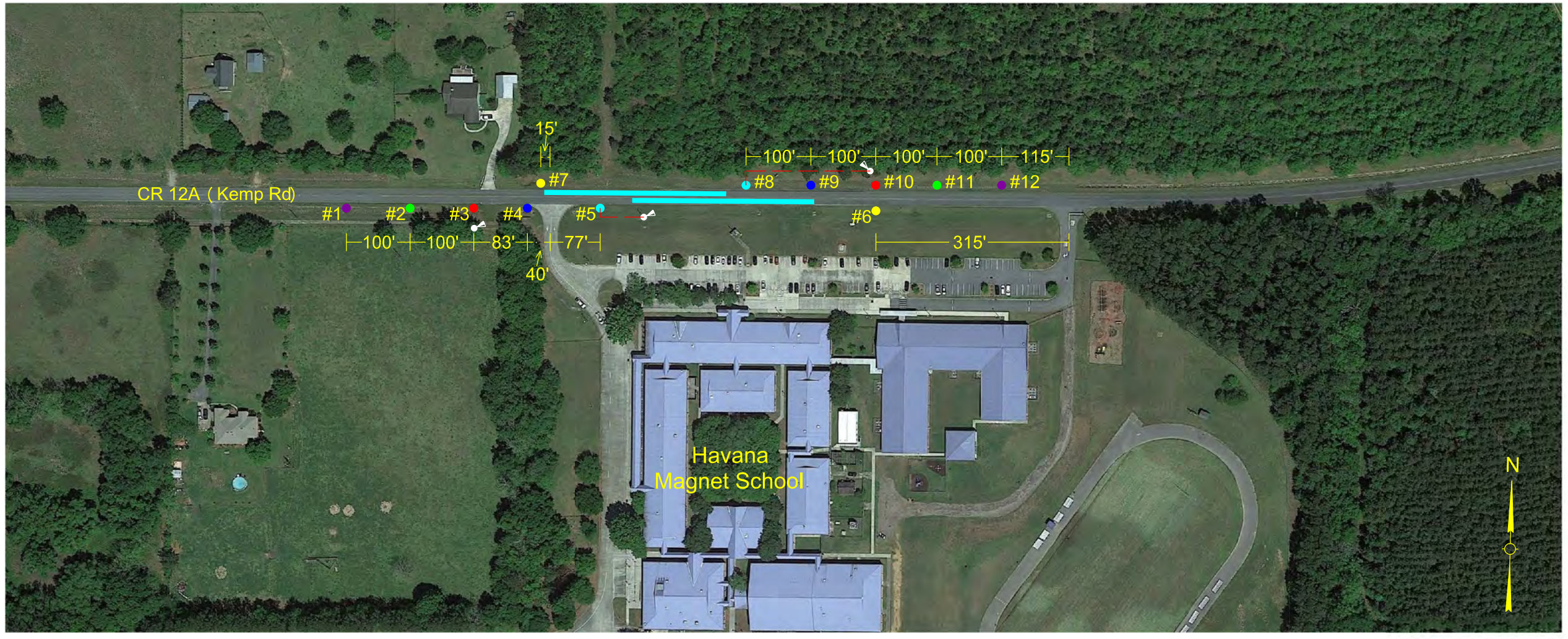
Blue Line SOLUTIONS

HAVANA
MAGNET SCHOOL
1210 KEMP ROAD
HAVANA, FLORIDA

CR 12A ( KEMP ROAD)

# HAVANA MAGNET SCHOOL

## SCHOOL PHOTO SPEED ENFORCEMENT FOR CR 12A ( KEMP ROAD)




## Proposed Sign Layout

SPEED LIMIT PHOTO ENFORCED
7:30-9:30 AM
2:30-3:30 PM

#1 Install new Speed Limit Photo Enforced sign approx 323' west of the centerline of the western school drive.
#12 Install new Speed Limit Photo Enforced sign approx 115' west of the centerline of the eastern school drive.

AHEAD

#2 Install a new S1-1 with W16-9P plaque approx 223' west of the centerline of the western school drive.
#11 Install a new S1-1 with W16-9P plaque approx 215' west of the centerline of the eastern school drive.

SCHOOL
SPEED LIMIT 25 WHEN FLASHING
YOUR SPEED XX

#3 Add a Radar Feedback Sign below the existing 25 mph flashing School Speed Limit sign located approx 123' west of the centerline of the western school drive.

#10 Add a Radar Feedback Sign below the existing 25 mph flashing School Speed Limit sign located approx 315' west of the centerline of the eastern school drive.

SPEEDING FINES DOUBLED

#4 Install the Speeding Fines Doubled sign approx 40' west of the centerline of the western school drive.
#9 Install the Speeding Fines Doubled sign approx 415' west of the centerline of the eastern school drive.

#5 Install new AC powered camera pole approx 77' east of the centerline of the western school drive ( 300' enforcement zone) .
#8 Install new AC powered camera pole approx 515' west of the centerline of the eastern school drive ( 300' enforcement zone) .

END SCHOOL ZONE

#6 Existing S5-2 sign located approx 315' west of the centerline of the eastern school drive.
#7 Existing S5-2 sign located approx 15' west of the centerline of the western school drive.

All new signs and camera poles installed along CR 12A ( Kempr Road) shall be placed a minimum of 10' from the edgeline stripe.



SHEET NUMBER 02

| COUNTY | CITY | PROJECT |
|---|---|---|
| GADSDEN | HAVANA | NS.16045.012.03 |

| DESIGN | CHECK | DETAIL | CHECK | REVIEW | SERIES * |
|---|---|---|---|---|---|
| CA | KG | CA | KG | | |

DATE: 4/15/2024

Blue Line SOLUTIONS

HAVANA
MAGNET SCHOOL
1210 KEMP ROAD
HAVANA, FLORIDA

CR 12A ( KEMP ROAD)

TOWN OF HAVANA

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 2, 2024

Blue Line Solutions, LLC.
3903 Volunteer Dr. Suite 400
Chattanooga, TN 37416

The following letter is an official notice that we, Gadsden County FL, are requesting the installation of an SDS system at Robert F Monroe Day School on Highway 90.

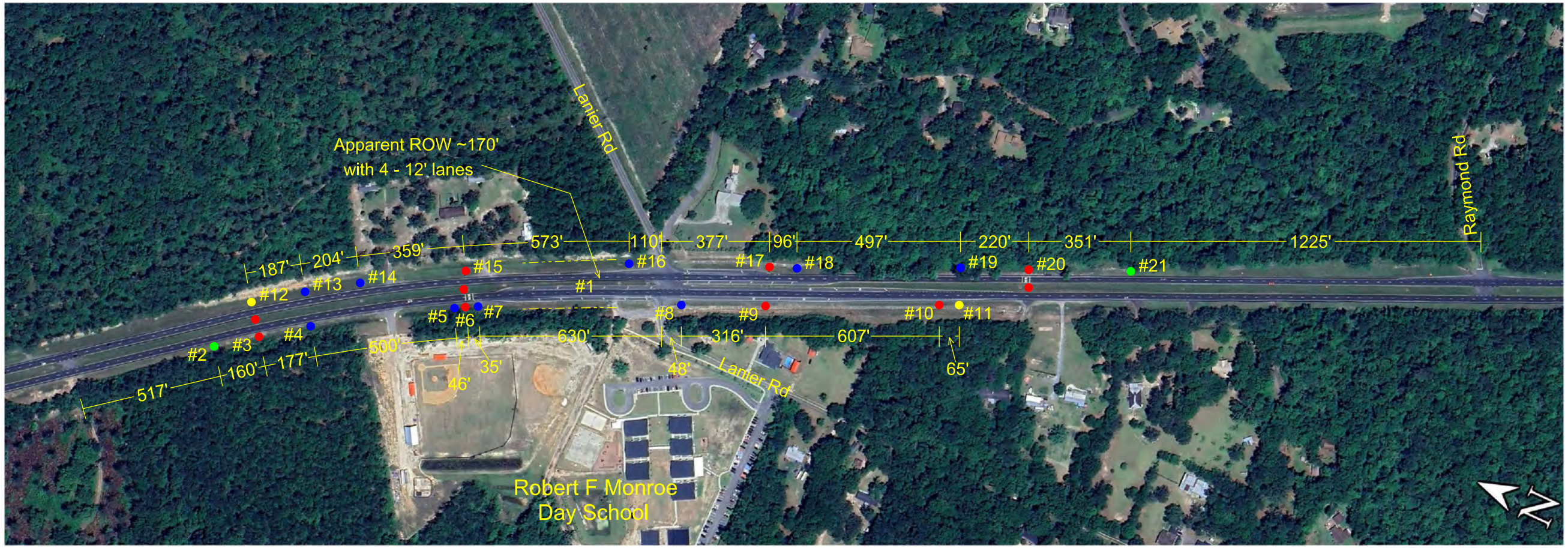
As part of this request, Gadsden County authorizes Blue Line Solutions LLC to submit the GUP application on our behalf.

Furthermore, Gadsden County certifies that the SDS will conform to the FDOT SDS Placement and Installation Specifications described in Section 4.0 in the FDOT policy published on 12/28/2023.

Thank you for your time and attention to this matter.

Eric F. Hinson
Chairman
Gadsden County Board of Commissioners

# ROBERT F MONROE DAY SCHOOL ( EAST CAMPUS)
# SCHOOL PHOTO SPEED ENFORCEMENT FOR US 90 ( BLUE STAR HIGHWAY)




## Existing Conditions



#1 Apparent ROW along US 90 ( Blue Star Hwy) is approx 170'. US 90 is a four lane divided highway with a 30' median and four 12' lanes. In the vicinity of the school, the speed limit is posted at 65 mph with a 35 mph school speed limit.

#2 Existing S1-1 located approx 1548' north of the centerline of Lanier Road. Signs are placed on both sides of the US 90.

#21 Existing S1-1 located approx 1541' south of the centerline of Lanier Road. Signs are placed on both sides of the US 90.




#3 Existing solar powered flashing 55 mph School Speed Limit sign located approx 1388' north of the centerline of Lanier Road.

#20 Existing solar powered flashing 55 mph School Speed Limit sign located approx 1190' south of the centerline of Lanier Road.

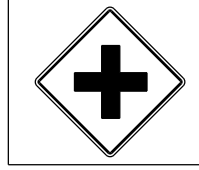


#4 Existing W11-3 warning sign located approx 1211' north of the centerline of Lanier Road.

#10 Existing W11-3 warning sign located approx 971' south of the centerline of Lanier Road.

#13 Existing W11-3 warning sign located approx 1246' north of the centerline of Lanier Road.

#19 Existing W11-3 warning sign located approx 970' south of the centerline of Lanier Road.



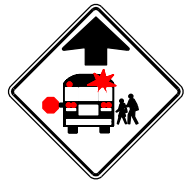
#5 Existing W2-1 warning sign located approx 711' north of the centerline of Lanier Road.

#18 Existing W2-1 warning sign located approx 473' south of the centerline of Lanier Road.




#6 Existing solar powered flashing 35 mph School Speed Limit sign located approx 665' north of the centerline of Lanier Road.

#17 Existing solar powered flashing 35 mph School Speed Limit sign located approx 377' south of the centerline of Lanier Road.



#7 Existing S3-1 warning sign located approx 630' north of the centerline of Lanier Road.




#8 Existing Adopt-A-Highway sign located approx 48' south of the centerline of Lanier Road.

#16 Existing Adopt-A-Highway sign located approx 110' north of the centerline of Lanier Road.




#9 Existing solar powered flashing 35 mph School Speed Limit sign located approx 364' south of the centerline of Lanier Road.

#15 Existing solar powered flashing 35 mph School Speed Limit sign located approx 683' north of the centerline of Lanier Road.




#11 Existing S5-2 sign located approx 1036' south of the centerline of Lanier Road.

#12 Existing S5-2 sign located approx 1433' north of the centerline of Lanier Road.




#14 Existing No Parking sign located approx 1042' north of the centerline of Lanier Road.



SHEET NUMBER 01

| COUNTY | CITY | PROJECT |
|---|---|---|
| GADSDEN | HAVANA | NS.16045.012.03 |

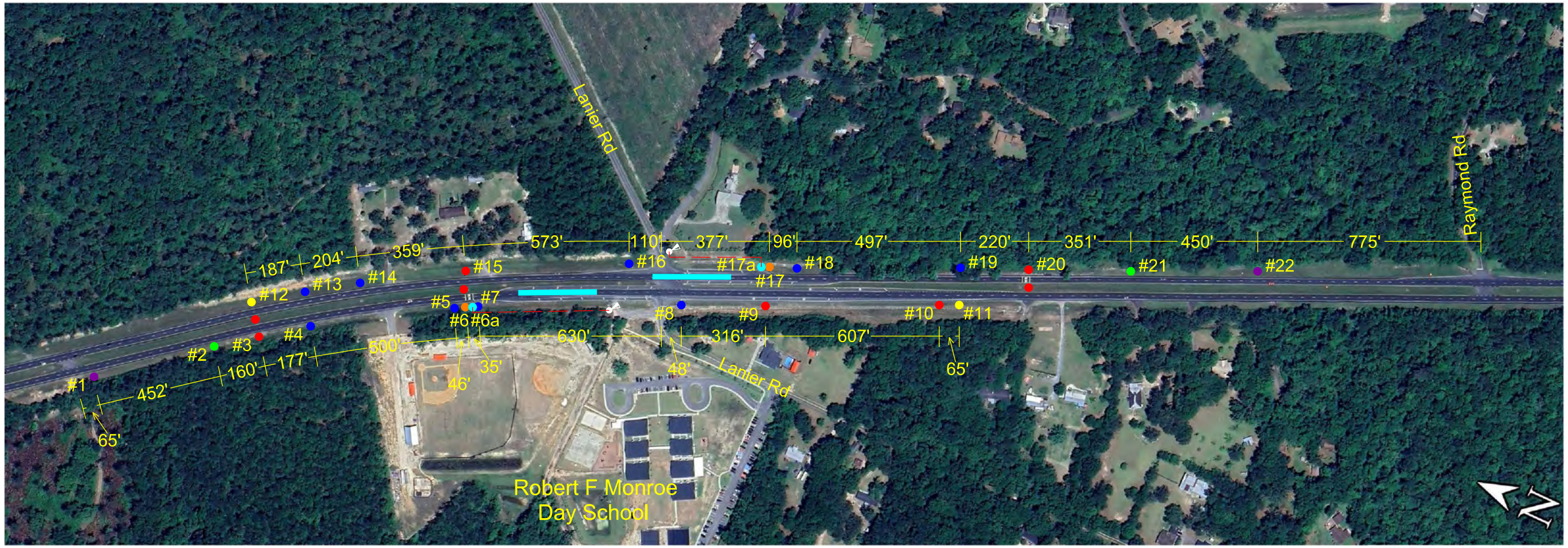
| DESIGN | CA |
|---|---|
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES * | |

DATE: 5/16/2024

ROBERT F MONROE
DAY SCHOOL
28424 BLUE STAR HIGHWAY
HAVANA, FLORIDA

US 90 ( BLUE STAR HIGHWAY)

# ROBERT F MONROE DAY SCHOOL ( EAST CAMPUS)
# SCHOOL PHOTO SPEED ENFORCEMENT FOR US 90 ( BLUE STAR HIGHWAY)




## Proposed Sign Layout

#1 Install new Speed Limit Photot Enforced sign on both sides of US 90 approx 65' south of the centerline of the median opening.

#22 Install new Speed Limit Photot Enforced signs on both sides of US 90 approx 775' north of the centerline of Raymond Road.

#2 Existing S1-1 located approx 1548' north of the centerline of Lanier Road. Signs are placed on both sides of the US 90.

#21 Existing S1-1 located approx 1541' south of the centerline of Lanier Road. Signs are placed on both sides of the US 90.

#3 Existing solar powered flashing 55 mph School Speed Limit sign located approx 1388' north of the centerline of Lanier Road.

#20 Existing solar powered flashing 55 mph School Speed Limit sign located approx 1190' south of the centerline of Lanier Road.

#4 Existing W11-3 warning sign located approx 1211' north of the centerline of Lanier Road.

#10 Existing W11-3 warning sign located approx 971' south of the centerline of Lanier Road.

#13 Existing W11-3 warning sign located approx 1246' north of the centerline of Lanier Road.

#19 Existing W11-3 warning sign located approx 970' south of the centerline of Lanier Road.

#5 Existing W2-1 warning sign located approx 711' north of the centerline of Lanier Road.

#18 Existing W2-1 warning sign located approx 473' south of the centerline of Lanier Road.

#6 Add radar feedback sign below the existing 35 mph School Speed Limit sign located approx 665' north of the centerline of Lanier Road.

#17 Add radar feedback sign below existing 35 mph School Speed Limit sign located approx 377' south of the centerline of Lanier Road.

#6a Install new AC powered camera behind the flashing school beacon. The enforcement zone is to be 150' downstream of the camera and the enforcement zone will be 200'.

#17a Install new AC powered camera behind the flashing school beacon. The enforcement zone is to be 150' downstream of the camera and the enforcement zone will be 200'.

#7 Existing S3-1 warning sign located approx 630' north of the centerline of Lanier Road.

#8 Existing Adopt-A-Highway sign located approx 48' south of the centerline of Lanier Road.

#16 Existing Adopt-A-Highway sign located approx 110' north of the centerline of Lanier Road.

#9 Existing solar powered flashing 35 mph School Speed Limit sign located approx 364' south of the centerline of Lanier Road.

#15 Existing solar powered flashing 35 mph School Speed Limit sign located approx 683' north of the centerline of Lanier Road.

#11 Existing S5-2 sign located approx 1036' south of the centerline of Lanier Road.

#12 Existing S5-2 sign located approx 1433' north of the centerline of Lanier Road.

#14 Existing No Parking sign located approx 1042' north of the centerline of Lanier Road.

All new signs and camera poles installed along US 90 ( Blue Star Hwy) shall be placed between 10-12' from the edge of pavement.

| | |
|---|---|
| SHEET NUMBER | 02 |
| COUNTY | GADSDEN |
| CITY | HAVANA |
| PROJECT | NS.16045.012.03 |
| DESIGN | CA |
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES # | |

DATE: 5/17/2024

ROBERT F MONROE
DAY SCHOOL
28424 BLUE STAR HIGHWAY
HAVANA, FLORIDA

US 90 ( BLUE STAR HIGHWAY)

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 2, 2024

Blue Line Solutions, LLC.
3903 Volunteer Dr. Suite 400
Chattanooga, TN 37416

The following letter is an official notice that we, Gadsden County FL, are requesting the installation of an SDS system at Tallavana Christian School on Havana HWY.

As part of this request, Gadsden County authorizes Blue Line Solutions LLC to submit the GUP application on our behalf.

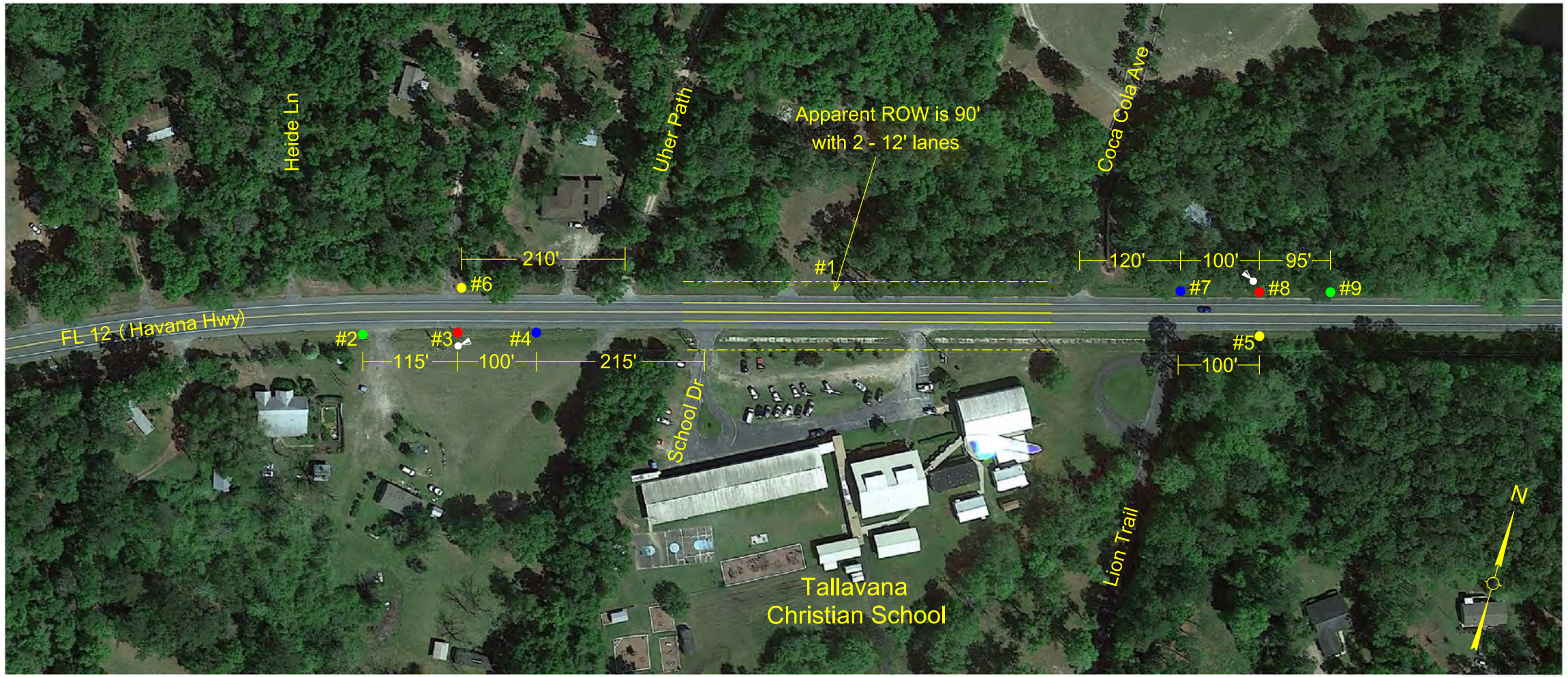
Furthermore, Gadsden County certifies that the SDS will conform to the FDOT SDS Placement and Installation Specifications described in Section 4.0 in the FDOT policy published on 12/28/2023.

Thank you for your time and attention to this matter.

Eric F. Hinson
Chairman
Gadsden County Board of Commissioners

# TALLAVANA CHRISTIAN SCHOOL

# SCHOOL PHOTO SPEED ENFORCEMENT FOR FL 12 ( HAVANA HIGHWAY)




## Existing Signage

#1 Apparent ROW along FL 12 ( Havana Hwy) is approx 90' with two 12' lanes. School Speed limit is posted at 25 mph.




#2 Existing S1-1 with W16-9P plaque located approx 430' west of the centerline of the school drive.
#9 Existing S1-1 with W16-9P plaque located approx 315' esat of the centerline of CoCa Cola Ave.




#3 Existing 25 mph AC powered flashing School Speed Limit sign located approx 315' west of the centerline of school drive.
#8 Existing 25 mph AC powered flashing School Speed Limit sign located approx 220' east of the centerline of Coca Cola Avenue.




#4 Existing Speeding Fines Doubled sign located approx 215' west of the centerline of the school drive.
#7 Existing Speeding Fines Doubled sign located approx 120' east of the centerline of Coca Cola Ave.




#5 Existing S5-2 sign located approx 100' east of the centerline of Lion Trail.
#6 Existing S5-2 sign located approx 210' west of the centerline of Uher Path.



| | |
|---|---|
| SHEET NUMBER | 01 |
| COUNTY | GADSDEN |
| CITY | HAVANA |
| PROJECT | NS.16045.012.03 |
| DESIGN | CA |
| CHECK | KG |
| DETAIL | CA |
| CHECK | KG |
| REVIEW | |
| SERIES * | |

DATE: 4/14/2024

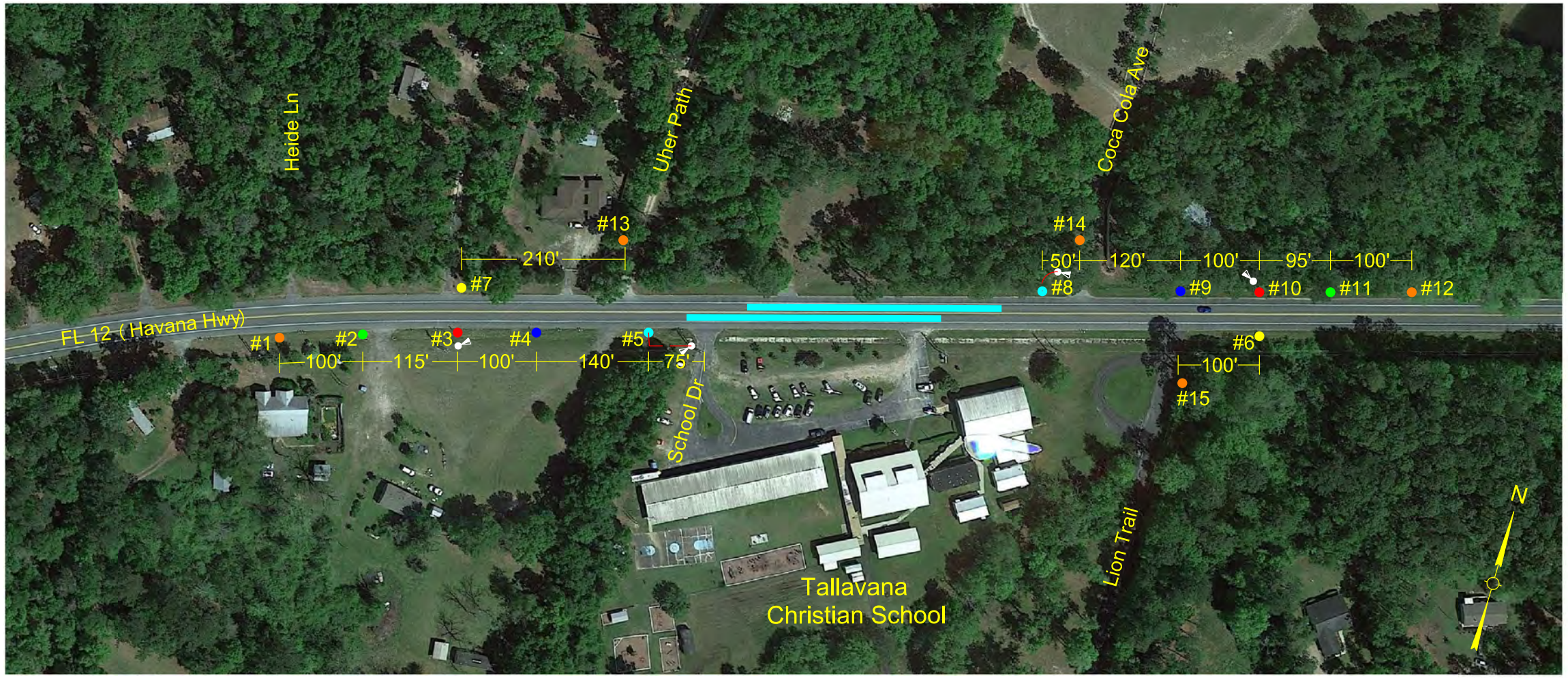
Blue Line SOLUTIONS

TALLAVANA
CHRISTIAN SCHOOL
5840 HAVANA HIGHWAY
HAVANA, FLORIDA

FL 12 ( HAVANA HIGHWAY)

# TALLAVANA CHRISTIAN SCHOOL

# SCHOOL PHOTO SPEED ENFORCEMENT FOR FL 12 ( HAVANA HIGHWAY)




## Proposed Sign Layout




#1 Install new Speed Limit Photo Enforced sign approx 530' west of the centerline of the school drive.
#12 Install new Speed Limit Photo Enforced sign approx 415' east of the centerline of Coca Cola Avenue.
#13 Install new Speed Limit Photo Enforced sign approx 100' north of the edgeline of FL 12 ( Havana Hwy) .
#14 Install new Speed Limit Photo Enforced sign approx 100' north of the edgeline of FL 12 ( Havana Hwy) .
#15 Install new Speed Limit Photo Enforced sign approx 100' south of the edgeline of FL 12 ( Havana Hwy) .




#2 Existing S1-1 with W16-9P plaque located approx 430' west of the centerline of the school drive.
#11 Existing S1-1 with W16-9P plaque located approx 315' esat of the centerline of CoCa Cola Ave.




#3 Add a Radar Feedback Sign below the existing 25 mph flashing School Speed Limit sign located approx 315' west of the centerline of school drive.
#10 Add a Radar Feedback Sign below the existing 25 mph flashing School Speed Limit sign located approx 220' east of the centerline of Coca Cola Avenue.




#4 Existing Speeding Fines Doubled sign located approx 215' west of the centerline of the school drive.
#9 Existing Speeding Fines Doubled sign located approx 120' east of the centerline of Coca Cola Ave.



#5 Install new AC powered camera pole approx 75' west of the centerline of the school drive ( 300' enforcement zone) .
#8 Install new AC powered camera pole approx 50' west of the centerline of Coca Cola Avenue ( 300' enforcement zone) .




#6 Existing S5-2 sign located approx 100' east of the centerline of Lion Trail.
#7 Existing S5-2 sign located approx 210' west of the centerline of Uher Path.

All new signs and camera poles installed along FL 12 ( Havana Hwy) shall be placed a minimum of 12' from the edgeline stripe.



| | |
|---|---|
| SHEET NUMBER | 02 |
| COUNTY | GADSDEN |
| CITY | HAVANA |
| PROJECT | NS.16045.012.03 |
| DESIGN / CHECK | CA / KG |
| DETAIL / CHECK | CA / KG |
| REVIEW / SERIES * | |

DATE: 4/14/2024

Blue Line SOLUTIONS

TALLAVANA
CHRISTIAN SCHOOL
5840 HAVANA HIGHWAY
HAVANA, FLORIDA

FL 12 ( HAVANA HIGHWAY)

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 5, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Temeka L. Rollins, Probation Division Manager

**Subject:** Approval of the Bridging Barriers, LLC Contract

---

**Statement of Issue:**

This item seeks Board approval of the Bridging Barriers, LLC Contract.

**Background:**

On June 2, 2023, the Board voted to approve the Bridging Barriers, LLC Contract for a term of one year, at the sole option of the County, the Agreement may be extended for up to four additional one (1) year terms by a writing signed by both parties.

In order to properly serve the probation clients that did not speak or understand English, County Probation has had to seek a private company to handle the interpretation, and translation needs of the Spanish speaking clients. Over the years we have relied upon this service to help bridge the language barrier between staff and clients and we view it as a benefit to our agency.

**Analysis:**

Gadsden County's population includes individuals that do not speak or understand English which creates a need to assist probationers with such language barriers. The court provides a translator / interpreter for all court appearances; however, this does not include probation appointments. At the initial probation appointment, the probation officer must explain to the defendant the conditions and requirements of probation. An approved translator / interpreter offers the defendant a better opportunity for understanding the conditions and requirements therefore increasing the likelihood of a successful termination. By successfully completing probation the defendant avoids a violation of probation which includes the possibility of a jail sentence.

**Fiscal Impact:**

Approximately $1,200 per year.

**Options:**

1. Approve the Bridging Barriers, LLC Contract and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment:**

- Bridging Barriers, LLC Contract

**AGREEMENT FOR TRANSLATION AND INTERPRETATION SERVICES**

THIS AGREEMENT, effective as of the 2nd day of December, 2024 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and BRIDGING BARRIERS, LLC., a Florida limited liability company authorized to transact business in Florida (the "Contractor"), singularly know as a "Party" and collectively known as the "Parties".

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to utilize the services of private parties when such services cannot be reasonably provided by the County; and

WHEREAS, the County has a need for translation and interpretation services; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida to contract for these services rather than hiring the necessary personnel to satisfy the needs of the County; and

WHEREAS, the County had a contract for said services and intended to renew said contract; and

WHEREAS, the County has determined that it is in the best interests of the citizens of Gadsden County, Florida to continue to contract with the Contractor to provide such services.

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 parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide the following services to the County: translation and interpretation services pursuant to and in accordance with the requirements set forth in Gadsden County Invitation to Bid No. 17-25 and Contractor's Proposal in response to Gadsden County Invitation to Bid No. 17-25, attached hereto as Exhibits A and B and incorporated herein, to the extent that they are not inconsistent with the body of the Agreement. In the event of any inconsistency, the body of this Agreement shall control, followed by ITB No. 17-25 and Contractor's Proposal in response to ITB No. 17-25.

2. WORK; SUBJECT TO FUNDING

The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure

shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

3. TERM

The initial term of the Agreement shall be for a period of one (1) year, beginning on the effective date above, unless terminated earlier in accordance with the terms of the Agreement. After the initial one (1) year term, at the sole option of the County, the Agreement may be extended for up to four (4) additional one (1) year terms by a writing signed by both parties. If the County has not exercised its right to continue the services, the parties agree that this agreement shall continue from month to month until the Couty has extended or terminated this Agreement, as provided herein.
The Parties intended to extend the initial contract which was fully executed by the Parties. The Parties agree that this Agreement shall be considered an extension of the initial contract as was intended by the Parties.

4. CONTRACT SUM/PAYMENT SCHEDULE

The Contractor agrees that it shall receive payment for services performed as follows:

1. For oral translation and interpretation services, the Contractor shall be paid at the hourly rate of $42.50 per hour, or any part thereof. There shall be a minimum of one hour of services charged.

2. For translation of written documents, the Contractor shall be paid $0.20 per source word on the document being translated.

The Contractor shall not be entitled to any payments scheduled to be made following notice of termination of the Agreement in accordance with the terms of this Agreement.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of an invoice for services.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of Gadsden County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Contractor or any other person or entity.

This Agreement is solely for the benefit of the County and the Contractor, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall be responsible for the cost of such insurance.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).

3. Workers' Compensation and Employers' Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

4. Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum $1,000,000 liability unit. The deductible shall not exceed $25,000 and if greater than $1,000 must be guaranteed by the Contractor for the difference between the deductible and $1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

   The Contractor shall provide evidence of the insurance, and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES; PERMITS

The Contractor shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida or the United States of America. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

The Contractor shall be responsible for obtaining and maintaining all permits required pursuant to the laws of Gadsden County or the State of Florida or the United States of America.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. INDEMNIFICATION; HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, related to the performance of this Agreement, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself of allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

11. AUDITS, RECORDS, AND RECORDS RETENTION

For the services performed under this Agreement, the Contractor shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the Contractor in connection with the services performed under this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE**

**APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, clerkofcourt@gadsdenclerk.com.**

The Contractor must comply with the public records laws, Chapter 119, F.S.; specifically, the Contractor shall:

a. Keep and maintain public records required by the County to perform the service.
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the County.
d. Upon completion of the contract, at the County's sole and absolute discretion, either transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain the public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

12. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County may deliver to the Contractor a written report of its findings which may include

written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

13. TERMINATION

Gadsden County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor. In the event of a termination, the Contractor shall be entitled to compensation for services performed through and including the date of notice of termination. The Contractor shall not be entitled to compensation for services performed following notice of termination of the Agreement.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all local, state, and federal laws in the performance of this Agreement. The Contractor represents that it is fully aware of all applicable statutes, ordinances and regulations, rules, and obligations of the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to Contractor or to an affiliate of Contractor.

16. DISCRIMINATORY VENDOR STATEMENT

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity. Any person must notify the Department of Management Services and the County within 30 days after a final determination of discrimination. Contractor hereby certifies that it is not on the discriminatory vendor list, and that it shall notify the Department of Management Services and the County within 30 days after a final determination of discrimination.

17. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. AMENDMENTS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this agreement shall lie in Gadsden County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

21. DISPUTES

Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

22. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

23. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A signed copy of this Agreement sent by facsimile or email shall be deemed an original for all purposes.

24. COPYRIGHT; PROPERTY OF COUNTY

All works commenced for use in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, "Works"), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and Contractor shall not copyright or trademark any Works in favor of Contractor.

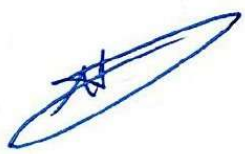
25. ENTIRE AGREEMENT

The parties agree and acknowledge that: (a) this Agreement, including Exhibits, constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement; and (e) this Agreement shall not be amended or extended except in writing signed by both parties.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of, the Effective date.

**BRIDGING BARRIERS, LLC, a Florida limited liability company authorized to transact business in Florida**



(1st Witness Signature)

(1st Witness – Printed Name)

(2nd Witness Signature)

(2nd Witness – Printed Name)

By: Robert E Mixson

Its: Owner

Gadsden County

Eric F. Hinson
Chair, Gadsden County Board of County Commissioners

Approved as to Form for Gadsden County Only:

Thornton Williams
County Attorney

ATTEST:

Clerk of Court

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 15, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Morris Young, Sheriff
Rachel Harrison, E911 Coordinator

**Subject:** Approval and Signature on the E911 2024 Fall Rural County Grant Award Acceptance for Eventide NexLog DX Voice Recorder Annual Support, Warranty, and Maintenance

---

**Statement of Issue:**

This agenda item is presented to the Board to seek approval and signature on the E911 Rural County Grant Award Agreement for 911 Eventide NexLog Voice Recorder Annual Support, Warranty, and Maintenance. The County was awarded a Rural County Grant in the amount of $5,675.00 on October 24, 2024.

**Background:**

This grant is offered through the State of Florida Department of Management Services and is available for submission in the spring and fall of each year. This grant continues the warranty, support, and maintenance on the E911 Eventide NexLog Voice Recorder. The project goal is to provide One year Eventide recorder maintenance that covers service, support, training, periodic "minor' or "patch" software upgrades, parts, and labor for the System during the entire Term of the Agreement. Maintenance will begin 11/01/2024 and continue for one year.

**Analysis:**

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

**Fiscal Impact:**

None.

**Options:**

1. Approve the grant award agreement and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

- The E911 Rural County Grant Award letter and agreement

Docusign Envelope ID: 0A186EC9-6543-431E-9727-278358EFAC56

EMERGENCY COMMUNICATIONS BOARD
FLORIDA 911

Emergency Communications Board
4030 Esplanade Way
Tallahassee, FL 32399-0950

October 24, 2024

Mr. Nicholas Thomas
Clerk, Gadsden County BOCC
P.O. Box 1649
Quincy, FL 32353-1649

FEID #: 59-6000616

Subject: Fall 2024 Rural County - Reimbursement Grant Program

Dear Mr. Thomas:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Fall 2024 cycle of the Rural Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Fall 2024 grant(s) to Gadsden County:

| Grant Number | CSFA # | Amount Requested | Amount Approved | Purpose | Date Board Awarded |
|---|---|---|---|---|---|
| **24-10-07** | **72.001** | **$5,675.00** | **$5,675.00** | | |
| | | | **$5,675.00** | **Logging Recorder Maintenance** | **10/24/2024** |
| **Total Grant Awards:** | | | **$5,675.00** | | |

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Board Members: Denise Adkins • Christian Chavez • Richard Collins • Christine Cooper
Jamie Cruse • Keith Godwin • Gregory Holcomb • Rob LaVielle • Billy Woods

Docusign Envelope ID: 0A186EC9-6543-431E-9727-278358EFAC56


The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Signed by:
Denise Adkins
9B75A3594DF04D4...

Denise Adkins, Chairwoman
Florida Emergency Communications Board

DA/KR

cc: Gadsden County 911 Coordinator

**Additional Terms and Conditions for Rural Grant**
**24-10-07**

**This Grant Agreement** is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and **[Gadsden County]** ("Grantee"), collectively referred to as the "Parties." The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 1A, 911 Rural County Grant Program (the "Application"), incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code (F.A.C.), and the Grantee's award letter.

**1. AUTHORITY**

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

**2. GENERAL TERMS AND CONDITIONS**

2.1. The Application, the Grantee's award letter, and these Additional Term and Conditions for Rural Grant, including its attachments and exhibits (collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. These Additional Term and Conditions for Rural Grant;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. the Grantee's award letter; and

2.1.4. the Grantee's submitted Application.

2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on **October 24, 2024 and ends October23, 2026**.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.

2.5. The method of payment for this agreement is cost-reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

2.5.1. Advance payments may be permitted under this agreement in accordance with Florida law and the Reference Guide for State Expenditures. Grantee shall provide DMS with all necessary information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

2.5.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.

2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

2.7. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.

**3. OBLIGATION TO PAY**

The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

**4. MODIFICATION**

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

| Deliverable No. 1 – Tasks to (Logging Recorder Maintenance | | |
|---|---|---|
| **Performance Standard** | **Documentation** | **Financial Consequences** |
| *Complete all work to complete (Logging Recorder Maintenance) in accordance with the Grantee's contract with its vendor.* | 1) The Grantee shall submit reimbursement or payment claims in accordance with Section 15, below.<br>2) The Grantee shall submit copies of:<br>a. Any contracts or purchase orders with vendors;<br>b. Vendor invoices;<br>c. Proof of payment to vendors; and<br>d. Proof of receipt of deliverables. | If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:<br>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;<br>2. Disallow all or part of the cost of the activity or action not in compliance;<br>3. Wholly or partly suspend or terminate the current award for the Grantee;<br>4. Suspend or deny future grant awards; or<br>5. Take other remedies that may be legally available.<br><br>DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement. |
| TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED $5,675.00 | | |

**5. CONTACTS AND NOTICE**

5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:

**Valerie Wainwright**
**4030 Esplanade Way**
**Tallahassee, FL 32399**

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the Emergency Communications Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:

**The County 911 Coordinator named in the Application**.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

5.4. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

**6. AUDIT REQUIREMENTS**

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of

State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

**7. RECORDS**

7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See http://csrc.nist.gov.

7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

**8. PUBLIC RECORDS**

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

**9. LIABILITY**

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

**10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies as set forth in Section 11. Remedies of this agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;

10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;

10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

**11. REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

11.1. Terminate this Agreement in accordance with Section 12, Termination, below;
11.2. Withhold or suspend the payment of all or any part of a request for payment;
11.3. Exercise any corrective or remedial actions, including but not limited to:
  11.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  11.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  11.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

**12. TERMINATION**

12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.

12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:

12.5.1. Not incur new obligations for the terminated portion of the Agreement; and

12.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

**13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractor(s) and subcontractor(s).

13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law, and at its expense will defend the Department against such claims; and

13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and

13.3. The Grantee's contractor(s) or subcontractor(s) shall disclose to the Grantee and the Department if it is on the Convicted Vendor List identified in section 287.133(2), F.S, or the Discriminatory Vendor List identified in section 287.134(2), F.S.

**14. MANDATED CONDITIONS**

14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

14.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

14.3. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

14.4. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., the Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement. The Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in this Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation for incurred and appropriate costs shall be submitted in writing to the Grant Manager.

**15. MISCELLANEOUS**

15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

15.2. Payment and Invoicing

15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement, progress payment, and rural payment as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board. For requests for payment of invoices for verifiable and eligible performance for a rural community or rural area of opportunity pursuant to section 215.971(1)(h), F.S., the Grantee shall submit all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.

15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement or payment of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The

Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

15.5. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

15.6. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.8. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

**Grantee**

_____ Date: _____
Signature of County Representative authorized to bind the Grantee

_____
Printed Name

**Grantor**

_____
Department of Management Services Date: _____

_____
Printed Name

## APPLICABLE STATUTES AND REGULATIONS

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

**General Requirements**

| **Florida Statutes (F.S.)** |
|---|
| § 11.062, F.S. - Use of state funds for lobbying prohibited; penalty |
| § 20.055, F.S. - Agency inspectors general |
| *Chapter 112, F.S. - Public Officers and Employees: General Provisions* |
| *Chapter 119, F.S. - Public Records* |
| § 215.34, F.S. - State funds; non-collectible items; procedure |
| § 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance |
| § 215.97, F.S. - Florida Single Audit Act |
| § 215.971, F.S. - Agreements funded with federal or state assistance |
| §215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity |
| § 216.301, F.S. - Appropriations; undisbursed balances |
| § 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited |
| § 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis |
| § 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay |
| § 273.02, F.S. - Record and inventory of certain property |
| § 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities |
| § 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities |
| § 287.135, F.S. - Prohibition against contracting with scrutinized companies |
| *Chapter 443, F.S. - Reemployment Assistance* |
| § 501.171, F.S. - Security of confidential personal information |
| **Florida Administrative Code (F.A.C.)** |
| *Rule Chapter 69I-5 - State Financial Assistance* |
| **Memoranda** |
| CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements |
| CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements |

**State 911 Plan and Emergency Communications Board Statutes and Rules**

| **Florida Statutes** |
|---|
| *Chapter 365, F.S. - Use of Telephones and Facsimile Machines* |
| **Florida Administrative Code** |
| *Rule Chapter 60FF-6 - State E911 Plan* |
| *Rule Chapter 60FF1-5 - Emergency Communications Board* |

**Attachment 1**

# AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

## MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## AUDITS

### Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

### Part II: State Funded

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with

section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

**Part II: Other Audit Requirements**

N/A

**Part IV: Report Submission**

**1.** Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

**2.** Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

Or

Paper copies:
The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Tallahassee FL, 32399

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

**3.** Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**4.** Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**Part V: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

## EXHIBIT 1

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

N/A

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

N/A

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

N/A

**Subject to Section 215.97, F.S.:**

**1.** State Project: 911 Rural County Grant Program

State Awarding Agency: State of Florida, Department of Management Services
Catalog of State Financial Assistance Title: Wireless 911 Emergency Telephone System Rural County
Catalog of State Financial Assistance Number: 72.001
Amount: $5,675.00

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. (24-10-07) between the Grantee and the Department, entered in State Fiscal Year 2024-2025.

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 18, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Kris Hood, Chief

**Subject:** Approval of County EMS Award Grant

---

**Statement of Issue:**

This agenda item is presented to the Board for approval of the Department of Health County Awards Grant Application and Resolution.

**Background:**

The Florida Department of Health, EMS County Awards Grant Monies are available to facilitate the improvement of Emergency Medical Services within Gadsden County. Currently, Gadsden Emergency Services lacks adequate and up to date equipment to provide the necessary pre hospital care to the citizens within the county. The awards grant, provided by the state, offers an opportunity for Emergency Services to obtain the necessary equipment to resolve this issue.

**Analysis:**

Gadsden County Emergency Services aims to place whole blood on ems units. This will allow the agency to aggressively treat trauma patients or patients that require rapid blood transfusion. The early onboarding of whole blood has proven to be the difference between life and death during such events.

**Fiscal Impact:**

None. This is a non- matching grant. Note the following:

**Fiscal 2024-25 award amount**: $4,436.32

**Options:**

1. Approve the County Awards Grant and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

A. County Award Grant Application
B. Resolution #2025-010

# RESOLUTION 2025-010

**WHEREAS**, Gadsden County has been notified that 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 medical equipment; 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 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 2nd day of December, 2024

**BOARD OF COUNTY COMMISSIONERS**
**GADSDEN COUNTY, FLORIDA**

_____

**ERIC F. HINSON, CHAIRMAN**

Attest:

_____

Clerk of Court
Nicholas Thomas

## Instructions: County Government Application Form 2024-2025

The first application page has five numbered items.

Please note that Item 2 on the first application page is where the county's authorized person must provide his/her signature and the date.

Item 4 describes the content of the current “resolution” that is required. However, if a previous resolution has continuing authority, include a signed message about this and provide a copy of the previous resolution.

Item 5 of the first page of the application form asks for the name of the organization(s) to which you decide to allocate funds from your new county grant. The second page of the application form is the budget page, and one of these budget pages is needed for each organization listed in item 5.

The county alone has the authority to use all the grant funds itself or to provide some of the funds to other organizations within the county. However, the county remains responsible to the state for all the funds.

The budget costs must total to the exact amount of new funds for your grant. The amounts can be found |here| on the website at Emergency Medical Services Grants | Florida Department of Health (floridahealth.gov).

The Request for Grant Fund Distribution Form is the last page herein and you must complete only the top part of the form. State EMS will complete the bottom part, as stated on the form.

You should copy all forms on your computer to use them. If you place them in restricted editing mode, you can use your keyboard Tab key to go from field to field.

**Note: This instruction form is for information purposes only and is not part of form DH 1684**

.

# *EMS COUNTY GRANT APPLICATION*

***FLORIDA DEPARTMENT OF HEALTH***
***Emergency Medical Services Program***
***Complete all items***

**ID. Code (The State EMS Program will assign the ID Code – leave this blank) _____**

| | |
|---|---|
| **1. County Name:** | **Gadsden County Board of County Commissioners** |
| Business Address: | **9-B East Jefferson Street- PO Box 1799** |
| | **Quincy, Fl 32351** |
| | |
| Telephone: | **850-875-8650** |
| Federal Tax ID Number (Nine Digit Number): VF | **596000616** |

**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:**

| | |
|---|---|
| Printed Name: | **Eric Hinson** |
| Position Title: | **Gadsden County BOCC Chairman** |

**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: **Kris Hood** | |
| Position Title: **Chief** | |
| Address: **276 Lasalle Lefall Drive- P.O Box 488** | |
| **Quincy,Fl 32351** | |
| | |
| Telephone: **850-597-6406** | Fax Number: **850-662-1121** |
| E-mail Address: **khood@gadsdencountyfl.gov** | |

**4. Resolution:** Attach a 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. We cannot process for funds without this resolution.

**5. Organization List:** Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)

**BUDGET PAGE -** When the budget form is in your computer, the budget totals below should be added for you if you place your cursor over a subtotal or total field, right click your mouse, then left click "Update Field" on the resulting menu.

**A. Salaries and Benefits:**

| For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours. | **Amount** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| TOTAL Salaries = | $ 0.00 |
| TOTAL FICA & Other Benefits = | |
| **Total Salaries & Benefits =** | **$ 0.00** |

**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).

| **List the item and, if applicable, the quantity** | **Amount** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Expenses =** | **$ 0.00** |
| | |

**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.

| **List the item and, if applicable, the quantity** | **Amount** |
|---|---|
| **Twelve (12) Temp Sticks** | **$1,668.00** |
| **Twelve (12) Digital freezer thermometer** | **$107.40** |
| **Four (4) Pax Cooler Bags** | **$1,399.96** |
| **Four (4) Credo Thermal Insulated Chamber** | **$1,179.96** |
| | |
| | |
| | |
| **Total Vehicles & Equipment =** | **$4,355.32** |
| | |
| **Grand Total =** | **$4,355.32** |

*FLORIDA DEPARTMENT OF HEALTH*
*EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT*

# REQUEST FOR GRANT FUND DISTRIBUTION

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

**DOH Remit Payment To:**
The county name, address, and corresponding federal ID number used herein **must** be in the state MyFloridaMarketPlace (MFMP) system. A finance person in your organization who does business with the state can provide these.

Name of County: **Gadsden County Emergency Services**

Mailing Address: **P.O Box 488**

**Quincy,Fl 32353**

Federal 9-digit Identification number: **596000616** 3-digit seq. code **071**

Authorized County Official: _____ _____
**Signature** **Date**

**Eric Hinson, Chairman**
Type or Print Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health*
*Emergency Medical Services Unit, Grants*
*4052 Bald Cypress Way, Bin A-22*
*Tallahassee, Florida 32399-1722*

**Do not write below this line. For use by State Emergency Medical Services Section**

Grant Amount for State to Pay: $_____ Grant ID: Code: _____

Approved By: _____ _____
Signature of State EMS Unit Supervisor Date

Approved By: _____ _____
Signature of Contract Manager Date

State Fiscal Year: 2024 - 2025

| Organization Code | E.O. | OCA | Object Code | Category |
|---|---|---|---|---|
| 64-61-70-30-000 | 05 | SF005 | 751000 | 059998 |

Federal Tax ID: VF ___ ___ ___ ___ ___ ___ ___ ___ ___ Seq. Code: ___ ___ ___

Grant Beginning Date: _____ Grant Ending Date: _____

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 5, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Curtis Young, Public Works Director

**Subject:** Approval of Fairbanks Ferry Road - Agreement

---

**Statement of Issue:**

This agenda item seeks Board approval of the Fairbanks Ferry Road Agreement in the amount of $1,867,495.00.

**Background:**

This project is for the resurfacing of (CR 12) Fairbanks Ferry Rd from CR 157 to Leon County Line. This project includes Construction and CEI services. Included in this scope will be resurfacing the existing 24' roadway, pavement markings, and Drainage improvements will include replacing/upgrading side-drains with mitered-end sections and ditch work, as needed. No additional right-of-way is required

PROJECT LENGTH AND MILE POST LIMITS: 3.786 Miles

**Analysis:**

Fairbanks Ferry Road was selected for funding by FDOT through their Small County Outreach Program (SCOP) in the amount of $1,867,495.00.

**Fiscal Impact:**

FDOT has allocated funding for the above reference project. There will be no fiscal impact to the County.

**Options:**

1. Approve the agreement, resolution, and all related documents; and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

- FDOT Agreement
- Resolution 2025-011

| | | |
|---|---|---|
| FPN: 446637-2-54-01 | Fund: GRSC,SCOP,SCWR<br>Org Code: | FLAIR Category:<br>FLAIR Obj: |
| FPN: | Fund:<br>Org Code: | FLAIR Category:<br>FLAIR Obj: |
| FPN: | Fund:<br>Org Code: | FLAIR Category:<br>FLAIR Obj: |
| County No:50-Gadsden | Contract No: | Vendor No: F596000616001 |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Gadsden County Board of County Commissioners, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Specific Appropriation 2069A of Chapter 2024-231, Laws of Florida , Local Transportation Project , CSFA 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and CEI for CR 12 Fairbanks Road Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

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

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $1,867,495.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,867,495.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. **Compensation and Payment:**

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**i.** **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

**l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

**m.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

   i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

   ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

   iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

   iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

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

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

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

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

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

**d.** The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**e.** If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

**f.** When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

a. **Exhibits A, B, D, F, H,** and J are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): C
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Gadsden County Board of County Commissioners

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

# EXHIBIT A

## PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446634-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Gadsden County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 3.786 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI for resurfacing of County Road 12 Fairbanks Road from County Road 157 Concord Road to Leon County Line. The scope of services for this project will resurfacing the existing 24' roadway. Shoulder rework along with minor ditch grading will be included in this project, as needed. Drainage improvements will include evaluating all driveway side drain pipes and miter-end sections due to their condition and to keep drainage connectivity, as needed. Cross drains exist and are all out of the clear zone. Two bridges exist within the project limits. Guardrail will be upgraded to standards, as needed. All work to be complete within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:
The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:
For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Recipent shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by .
b) Design to be completed by
c) Right-of-Way requirements identified and provided to the Department by .
d) Right-of-Way to be certified by .
e) Construction contract to be let by .
f) Construction to be completed by 12/31/2025 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all nesscary certifications have been reviewed and approved.

The Letter of Concurrence will be issued once bid tabulations are provided and approved for the lowest responsive bidder.

# EXHIBIT B
# SCHEDULE OF FINANCIAL ASSISTANCE

| RECIPIENT NAME & BILLING ADDRESS: | FINANCIAL PROJECT NUMBER: |
|---|---|
| Gadsden County Board of County Commissioners<br>9-B East Jefferson Street<br>Quincy, Florida 32353 | 446637-2-54-01 |

| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | Indicate source of Local funds |
|---|---|---|---|---|---|
| **Design- Phase 34**<br>FY: | Maximum Department Participation<br>( ) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Design Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| **Right-of-Way- Phase 44**<br>FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Right-of-Way Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| **Construction- Phase 54**<br>FY: **2025** | Maximum Department Participation<br>(Small County Outreach Program) | $1,867,495.00 | $0.00 | $1,867,495.00 | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Construction Cost | $1,867,495.00<br>100.00% | $ 0.00<br>% | $1,867,495.00<br>100.00% | |
| **Construction Engineering and Inspection - Phase 64**<br>FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Construction Engineering and Inspection Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| **(Phase : )**<br>FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation<br>(Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| | **TOTAL COST OF THE PROJECT** | $1,867,495.00 | $ 0.00 | $1,867,495.00 | |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator
District Grant Manager Name

Signature Date

# EXHIBIT C

## ENGINEER'S CERTIFICATION OF COMPLIANCE

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

### NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Gadsden County Board of County Commissioners

PROJECT DESCRIPTION:CR 12 FAIRBANKS RD FROM CR 157 CONCORD RD TO LEON CO LINE - PHASE II

FPID#: 446637-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

---

### ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

# EXHIBIT D

## RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

## EXHIBIT F

### CONTRACT PAYMENT REQUIREMENTS
**Florida Department of Financial Services, Reference Guide for State Expenditures**
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

# EXHIBIT H

## ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by* **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the* ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

## EXHIBIT J

## STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Local Transportation Project, CSFA 55.039

***Award Amount:** $1,867,495.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

**RESOLUTION NO. 2025-011**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE "SMALL COUNTY OUTREACH PROGRAM AGREEMENT"**

WHEREAS, Gadsden County, Florida has requested the State of Florida Department of Transportation for financial assistance for the widening and resurfacing of ***Fairbanks Ferry Road; and***

WHEREAS; the State of Florida has agreed to such request, and the Financial Project is: ***446637-2-54-01***; and

WHEREAS, the State of Florida, Department of Transportation, has requested that Gadsden County enter into a "**Small County Outreach Program Agreement",** attached hereto; and

WHEREAS, the "***Small County Outreach Program Agreement***" requires that a Resolution be passed by the Board of County Commissioners of Gadsden County, Florida, authorizing the Chairman, or other approved Commissioner, to execute and enter into the "***Small County Outreach Program Agreement***", as attached hereto.

**NOW THEREFORE BE IT RESOLVED BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:**

The Chairman or Vice-Chairman of the Board of County Commissioners of Gadsden County, Florida, is authorized to enter and execute the ***"Small County Outreach Program Agreement***" attached hereto.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this _____day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS**
**GADSDEN COUNTY, FLORIDA**

_____
**ERIC F. HINSON, CHAIRMAN**

**ATTEST:**

_____
**NICHOLAS THOMAS**
**CLERK OF COURT**

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 18, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Kris Hood, Chief

**Subject:** Approval of Florida Department of Health, Bureau of EMS Matching Grant

---

**Statement of Issue:**

This item seeks board approval of the Florida Department of Health, County Matching Grant Application for Emergency Services. Gadsden County Emergency Services is seeking grant funding to purchase nine (9) Hamilton T1 Ventilators.

**Background:**

The Florida Department of Health, EMS Matching Grant is available to facilitate the improvement of Emergency Medical Services within Gadsden County. This is a 75/25 matching grant with the County responsible for 25%.

**Analysis:**

Gadsden County Emergency Services is actively upgrading its medical equipment. The purchase of the Ventilator's will ensure that our citizens are receiving the safest and most efficient care possible. These ventilators will provide a new state of the art ventilator that can provide feedback and allow for adjustment based on patient specific parameters for height, weight, age and prior medical problems. During the Covid 19 Pandemic the lack of adequate and appropriate ventilators was troublesome and the agency was forced to utilized loaned equipment from other resources. These ventilators will ensure our agency is not only prepared for any major pandemic, but will also assist with appropriately treating patients that require ventilator support any given day.

**Fiscal Impact:**

Funding for this project was allocated in the fiscal 2024/25 budget.

Match Requirement is as follows:

$36,109.31

State Amount:

$108,327.93

Grant Total:

$144,437.24

**Options:**

1. Approve the EMS Matching Grant Application and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

A. County Matching Grant Application and narrative
B. Quote

## Application Form Instructions for 2024-2025 Matching Grant Requests

**Optional:** In your application package cover letter, you may request to be, or recommend a person to be, a reviewer of matching grant applications during this grant cycle. If selected, reviewers will only evaluate applications that are not associated with them.

**Request for Grant Fund Distribution:** This form is page 9 of the application. A staff member of your organization who handles financial transactions with the state must complete the top part of the form. The address must match the address in the state financial system for your organization's corresponding nine-digit ID code and the additional three-digit sequence code of the address for any funds to be provided. State EMS staff will complete the bottom part, as indicated on the form. This form must be completed for distribution of awarded state funds.

**Number of Pages:** Each application cannot exceed more than 15 one-sided pages, including the form and all content. Reviewers may not read any pages beyond 15 one-sided pages. However, the applicant may submit a one-page cover letter and letters of recommendation, which do not count against the 15 one-sided page limit.

**Note: These instructions are for informational purposes only and are not part of form DH 1767.**

# EMS MATCHING GRANT APPLICATION

**FLORIDA DEPARTMENT OF HEALTH**
**Emergency Medical Services Program**

***Complete all items unless instructed differently within the application***

**Type of Grant Requested:** ☐ **Rural** ☒ **Matching**

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

1. Organization Name: Gadsden County Emergency Services

2. Grant Signer: (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)

Name:

Position Title: Gadsden County BOCC Chairperson

Address: 9-B East Jefferson St. – P.O Box1799

| | |
|---|---|
| City: Quincy | County: Gadsden |
| State: Florida | Zip Code: 32353 |
| Telephone: 850-662-4068 | Fax Number: 850-662-1121 |
| E-Mail Address: @gadsdencountyfl.gov | |

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Kris Hood

Position Title: Chief

Address: 276 Lasalle Lefall Drive

| | |
|---|---|
| City: Quincy | County: Gadsden |
| State: Florida | Zip Code: 32351 |
| Telephone: 850-597-6406 | Fax Number: 850-662-1121 |
| E-Mail Address: khood@gadsdencountyfl.gov | |

4. Legal Status of Applicant Organization (Check only one response):
   (1) ☐ Private Not for Profit [Attach documentation-501(c)(3)]
   (2) ☐ Private for Profit
   (3) ☐ City/Municipality/Town/Village
   (4) ☒ County
   (5) ☐ State
   (6) ☐ Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number): VF 596000616_ _ _

6. EMS License Number: 2001 Type: ☒Transport ☐Non-transport ☐Both

7. Number of permitted vehicles by type: 13 BLS; 13 ALS Transport; 4 ALS non-transport.

8. Type of Service (check one): ☐ Rescue; ☐ Fire; ☒ Third Service (County or City Government, non-fire); ☐ Air ambulance; ☐ Fixed wing; ☐ Rotowing; ☐ Both; ☐Other (specify) _____.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. **[No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: 11/18/2024

Print/Type: Name of Director Colby S. Redfield

FL Med. Lic. No. 126222

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

**If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.**

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

A) Problem description (Provide a narrative of the problem or need).
B) Present situation (Describe how the situation is being handled now).
C) The proposed solution (Present your proposed solution).
D) Consequences if not funded (Explain what will happen if this project is not funded).
E) The geographic area to be addressed (Provide a narrative description of the geographic area).
F) The proposed time frames (Provide a list of the time frame(s) for completing this project).
G) Data Sources (Provide a complete description of data source(s) you cite).
H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

**Next, only complete one of the following: Items 11, 12, 13 or 14. Read all four and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all, that credible before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.**

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one-sided, double-spaced pages for your response. Include the following.

A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
C) Justify and explain how you derived the numbers in (A) and (B), above.
D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
E) How does this integrate into your agency's five-year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS, and other healthcare staff. Use no more than two additional one-sided, double-spaced pages for your response. Include the following:

A) How many people received the training this project proposes in the most recent 12-month time period for which you have data (include the dates).
B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
D) Explain the derivation of all figures.
E) How does this integrate into your agency's five-year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one-sided, double-spaced pages for your response. Include the following.

A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
B) What will the situation be in the 12 months after the project services are on-line?
C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
D) Explain the derivation of all numbers.
E) How does this integrate into your agency's five-year plan?

**Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.**

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one-sided, double spaced pages for this item.

A) Justify the need for this project as it relates to EMS.
B) Identify (1) location and (2) population to which this research pertains.
C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
E) State your hypothesis.
F) Provide the method and design for this project.
G) Attach any questionnaires or involved documents that will be used.
H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
I) Describe how you will collect and analyze the data.

**ALL** APPLICANTS MUST COMPLETE ITEM 15.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double-spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:
A) Serve the requirements of the population upon which it will impact.
B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule, or regulation of the department.
D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
E) Enable your organization to improve or expand the provision of:
1) EMS services on a county, multi county, or area wide basis.
2) Single EMS provider or coordinated methods of delivering services.
3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

| **Work Activity** | **Number of Months After Grant Starts** | |
|---|---|---|
| | Begin | End |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

| 18. Budget: | | |
|---|---|---|
| **Salaries and Benefits:** For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours. | **Costs** | **Justification:** Provide a brief justification why each of the positions and the numbers of hours are necessary for this project. |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL: | **$ 0.00** | Right click on 0.00 then left click on "Update Field" to calculate Total |

| **Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category). | **Costs:** List the price and source(s) of the price identified. | **Justification:** Justify why each of the expense items and quantities are necessary to this project. |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL: | **$ 0.00** | Right click on 0.00 then left click on "Update Field" to calculate Total |

| **Vehicles, equipment, and other** operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, and the normal expected life of which is 1 year or more. | **Costs:** List the price of the item and the source(s) used to identify the price. | **Justification:** State why each of the items and quantities listed is a necessary component of this project. |
|---|---|---|
| Nine (9) Hamilton T1 Ventilators | $144,437.24 | This will provide a device for all rural ambulances and units within Gadsden County |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL: | **$144,437.24** | Right click on 0.00 then left click on "Update Field" to calculate Total |

| | | |
|---|---|---|
| **State Amount**<br>(Check applicable program) | | |
| ☒ Matching: 75 Percent | **$108,327.93** | Right click on 0.00 then left click on "Update Field" to calculate Total |
| ☐ Rural: 90 Percent | **$ 0.00** | Right click on 0.00 then left click on "Update Field" to calculate Total |
| **Local Match Amount**<br>(Check applicable program) | | |
| ☒ Matching: 25 Percent | **$36,109.31** | Right click on 0.00 then left click on "Update Field" to calculate Total |
| ☐ Rural: 10 Percent | **$ 0.00** | Right click on 0.00 then left click on "Update Field" to calculate Total |
| **Grand Total** | **$ 0.00** | Right click on 0.00 then left click on "Update Field" to calculate Total |

| 19. Certification: |
|---|
| My signature below certifies the following. |
| I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and, on any attachments, are true, correct, complete, and made in good faith. |
| I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS. |
| I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right. |
| I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S. |
| I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant. |
| Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept any attached grant terms and conditions and acknowledge this by signing below.<br><br>_____ _____<br>Signature of Authorized Grant Signer (Individual Identified in Item 2) — MM / DD / YY |

DH 1767 [2013]



**THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.**

*FLORIDA DEPARTMENT OF HEALTH*
*EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT*

# REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2)(b), Florida Statutes, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

**DOH Remit Payment To:**
A finance person in your organization who does business with the state should provide the address and corresponding 9 and 3 digit numbers of this part of the form, but it should be signed by the person identified in Item 2, 1st application page.

Name of Agency: **Gadsden County Emergency Services**

Address in State Financial System: **P.O Box 488 Quincy, Fl 32353**

Federal 9-digit Identification Number: **596000616** 3-digit Seq. Code: 171

Authorized Official: _____ _____
**Signature** **Date**

**Alonzetta Simpkins, Chairperson**
Type or Print Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health*
*Emergency Medical Services Unit, Grants*
*4052 Bald Cypress Way, Bin A-22*
*Tallahassee, Florida 32399-1722*

**Do not write below this line. For use by State Emergency Medical Services Section.**

Grant Amount for State to Pay: $_____ Grant ID Code: _____

Approved By: _____ _____
Signature of Contract Manager Date

State Fiscal Year: 2024 – 2025

| Organization Code | E.O. | OCA | Object Code | Category |
|---|---|---|---|---|
| 64-61-70-30-000 | 03 | SF003 | 751000 | 059999 |

Federal Tax ID: VF ___ ___ ___ ___ ___ ___ ___ ___ ___ Seq. Code: ___ ___ ___

Grant Beginning Date: _____ Grant Ending Date: _____

## 10. Justification Summary

**A. Problem Description:**

Gadsden County Emergency Services is actively working to overhaul and improve its EMS systems medical oversight, care, infrastructure, fleet and medical equipment. This process has been complicated as the county is fiscally constrained.

With this appreciated, our agency is actively replacing and updating its Ventilators. The department is seeking funding to purchase nine Hamilton T-1 ventilators. These will provide new state of the art ventilators that can provide feedback and allow for adjustments based on patient specific parameters for height, weight, age and prior medical problems.

**B. Present Situation:**

During the past fiscal year (FY24), October 1st, 2023 – September 30th, 2024, Gadsden County Emergency Services responded to a total of 10,031 calls for service which resulted in 7,362 transports. 2,412 were respiratory related, 1,945 were cardiac related, 280 required nebulized medications, 1,036 required acute oxygen administration, 71 required intubation (orotracheal intubation and / or supraglottic airway placement), and there were 46 patients transported requiring invasive ventilation.

**C. Proposed Solution:**

Gadsden County Emergency Services appreciates that the funding for EMS grants are finite and that it is incumbent upon our agency to request only absolute necessities for funding. We also feel it is imperative to only seek assistance through grant funding after exhausting our resources. With this noted, our proposed solution is to seek grant funding from the Department of Health for nine Hamilton T-1 ventilators.

**D. Consequences if not funded:**

Gadsden County Emergency Services does not have the financial resources to meet these needs. Without this additional equipment, patients with Chronic Obstructive Pulmonary Disease (COPD), Congestive Heart Failure (CHF), and pulmonary edema may not receive optimal pre-hospital care and require more invasive respiratory support up to and including orotracheal intubation. The increased time to accurate oxygenation and ventilation modality has a correlation to increased hospital length of stay, rehabilitation, and mortality. Similarly, these devices will assist in providing patient specific respiratory support parameters leading to better patient outcomes.

**E. Geographic Area:**

Gadsden County, while included in the Tallahassee Metropolitan Statistical Region, is a rural county with a population of 44,000 and covers an area of 529 square miles. Gadsden County borders the state of Georgia and the Florida counties Jackson, Liberty and Leon. Gadsden Emergency Services is the sole advanced pre-hospital EMS provider in the county that provides 911 emergency response in conjunction with inter-facility transports from Gadsden Hospital, which is a stand-alone emergency department with limited specialty resources and no in-patient status and Florida State Hospital in Chattahoochee. Gadsden Emergency Services responded to 10,031 calls for service and transports approximately 7,300 patients annually. Our average loaded mile transport distance is 22 miles with some transports exceeding 45 miles to primary destination. Our staffing model consists of 7 primary transport units, one surge/back up unit, one quick response vehicle, and one command unit 24-7.

**F. Proposed Time Frames:**

The proposed time frames for project completion are as follows:

- Award notification to acquisition of equipment within 30-60 days
- Begin training on ventilators within 60 days of receiving them
- Place ventilators on ems units within 90 days of receiving them

**G. Data Sources:**

The data sources utilized for this application include the 2022 US Census, Florida EMSTARS Data, Data from the electronic reporting system (ESO).

**H. Attestation:**

This proposal is not a duplication of previous effort(s) for grant assistance under this, or any other grant program.

## 11. Outcome for Projects that Provide or Effect Direct Services to Emergency Victims

**A. Quantifying the situation over the last 12 months:**

As Gadsden County is uniquely situated within the panhandle Florida as a rural-urban interface, hospital transport times vary significantly depending on the origin of the emergency call up to and including mutual aid into rural surrounding counties. With an average rural transport time of nearly 30 minutes, prompt immediate intervention with reliable, state-of-the-art pre-hospital medical equipment is integral to the survivability of the populace in which we serve. In FY23, Gadsden County responded to 10,031 calls for service of which were medical calls. Of the 7,362 transports, 2,412 were respiratory related, 1,945 were cardiac related (of which 63 were Cardiac Arrest), and 136 were stroke related.

**B. In 12 months after project resources are online estimate what the numbers under "A." should become:**

In the 12 months' post implementation of this project, we expect to see immediate positive results in patient respiratory care up to and including decreased length of stay in inpatient facilities. The Hamilton T-1 is able to perform both invasive and noninvasive ventilator therapies and automatically employs lung-protective strategies to minimize complications from AutoPEEP and volutrauma/barotrauma in addition to assisting in the prevention of apnea, tachypnea, dead-space ventilation and excessively large breaths. In addition, the Hamilton T-1 provides CPR Ventilation that adapts the ventilation settings if you are performing CPR. It shows the main monitoring parameters and curves relevant to the situation, and supports your workflow with quick access to preconfigurable settings, adequate alarm and trigger adjustment, and a CPR-timer display. The Hamilton T-1 Ventilator meets or

exceeds all requirements in the AARC Guidelines for Acquisition of Ventilators to Meet Demands for Pandemic Flu and Mass Casualty Incidents, thusly is a solution for when the next natural, manmade, or pandemic disaster occurs. The Hamilton T-1 operates for up to 9 hours on battery power and has the ability to "hot-swap" batteries for extended use.

**C. Derivation of numbers in (A) and (B) above:**

The numbers noted above in "A." and "B." above were derived from electronic reporting software (ESO).

**D. What other outcome of this project do you expect:**

The anticipated outcome of the proposed acquisition of 9 Hamilton T-1 Ventilators by Gadsden County is a notable enhancement in patient respiratory care, particularly for those afflicted with Chronic Obstructive Pulmonary Disease (COPD), Congestive Heart Failure (CHF), and pulmonary edema. Given the significant caseload of respiratory-related calls, estimated at 2,412 in the FY24, the deployment of these state-of-the-art ventilators is expected to reduce hospital length of stay, rehabilitation requirements, and mortality rates. The introduction of the Hamilton T-1 is poised to offer tailored respiratory support, potentially averting the necessity for invasive interventions such as orotracheal intubation. The acquisition aligns with our mission to provide optimal pre-hospital care in our geographically diverse area compounded by a population with numerous comorbidities

**E. How does this integrate into your agencies five-year plan?**

Part of Gadsden County Emergency Services Five-Year Plan includes the phasing in of new EMS units, replacing damaged/antiquated medical and patient safety equipment, adding safety measures for Gadsden County Emergency employees and the community of which we serve. The Hamilton T-1 is designed to meet the above needs of our goal.

## 15. Statutory Considerations and Criteria

A. The purchase of the Hamilton T-1 ventilators will allow Gadsden County Emergency Services to meet the respiratory needs of every patient with that requires respiratory intervention in Gadsden County.

**B.** The Hamilton T-1 meets and exceeds the Florida State statutes found in 64-J section 1.002 and section 1.003.

**C.** The Hamilton T-1 will enable our organization to maintain compliance with the minimum equipment and supplies as required by 64-J Sections 1.002 and 1.003.

**D.** N/A

**E.** The Hamilton T-1 will enable Gadsden County Emergency Services to improve and excel the EMS respiratory care capabilities for citizens, visitors, and partnering counties. In addition, it provides the ability to offer both mechanical invasive and non-invasive ventilation.

Hamilton Medical, Inc.
201 Edison Way, Unit A
Reno, NV 89502
Phone:(800)426-6331
Fax:(775)856-5621
www.hamilton-medical.com

Quote Date: 11/15/2024

Gadsden County EMS
276 Lassalle Dr. P.O. Box 488
Quincy, Florida 32351

Attention: Kris Hood
(850) 901-7672
khood@gadsoncountyfl.gov

Emergency Medical Services

GCE.9T1.111524.JJCR

| Qty | PART # | DESCRIPTION | UNIT LIST PRICE | QUOTED PRICE | EXTENDED DISCOUNT | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| **9** | **11001R** | **HAMILTON-T1 EMS Package** | $21,925.68 | $16,500.00 | $48,831.12 | $148,500.00 |
| 1 | 59600 | Clinical Training | $2,163.20 | | | Included |
| 9 | 161066 | HAMILTON-T1 NIV, NIV S/T Application | $2,143.22 | | | Included |
| 9 | 10102137 | HAMILTON-T1 Universal Mount Handle | $0.00 | | | Included |
| 9 | 355198 | HAMILTON-C3/C2/C1/T1 POWER CORD | $26.65 | | | Included |
| 9 | 160470 | DISS CONNECTOR O2 - PLATFORM C | $107.72 | | | Included |
| 9 | 10105900 | HAMILTON-T1 O2 Cell- Initial Order | $141.94 | | | Included |
| 9 | 10102336 | HAMILTON-T1 English (USA) Language Kit | $0.00 | | | Included |
| 9 | 10102150 | HAMILTON-T1 Li-Ion Batteries (Qty 2)- Initial Order | $617.97 | | | Included |
| 9 | 10102127 | HAMILTON-T1 USA Customization | $0.00 | | | Included |
| 9 | 10102122 | HAMILTON-T1 Adult/Pediatric Configuration | $0.00 | | | Included |
| 1 | 3691040 | HAMILTON-C3/C2/C1/T1/MR1 Battery Calibrator w/ Cord | $534.97 | $437.24 | $97.73 | $437.24 |
| **Sub Total** | | | | | | $148,937.24 |
| Trade-in | | 9 LTV 1200 vents @ $500.00/ea | | | | ($4,500.00) |
| **Sub Total** | | | | | | $144,437.24 |
| | | | | **Sales Tax** | 0.000% | $0.00 |
| | | | | **Shipping Charges** | | $0.00 |
| | | | | **Quantity Discount** | | $0.00 |
| **Quote Total** | | | | | | $144,437.24 |

**Finance Option** **No. of Periods (Months)** 60 **Monthly Payment** $2,963.35

Comments: Tier 1.

**Hamilton Medical Inc. Emergency Medical Services Terms and Conditions of Sale**

**1. Prices**
Prices are in US Dollars.

**2. Payment terms**
NET 30 days after invoice date. Payment terms are not extended while waiting for the issuance of a credit.

**3. Freight terms**
FOB Origin Pre-paid and added

**4. Warranty**
Two year parts & One year labor on new equipment. Ninety (90) day warranty on any upgrade parts. Extended warranties are available. The CO2 Capnostat 5 sensor and Aerogen cable have a One year manufacturer's warranty. All turbines installed in Hamilton-C1/T1/MR1/C6/C3 ventilators shipped from Hamilton Medical AG on or after July 1st, 2014 are warrantied for five (5) years against defects in design, material and workmanship under normal use for which it is intended. During the warranty period, Hamilton Medical will repair or replace, at its discretion, defective components or assemblies.

**5. Validity:**
The prices quoted are valid through November 30th, 2024.

**6. Technical Support**
Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc. equipment.

**7. Special Conditions**
Hamilton Medical, Inc. does not supply; the cables, hardware, software or middle ware needed to integrate Hamilton Medical equipment with any facilities current Hospital Information or Electronic Medical Record systems.

**8. Trade-In Equipment**
Quotations that include trade-in equipment; Hamilton Medical will offer a trade-in credit, per competitive ventilator, on a one-to-one basis. A mutual agreement for the arrangement of the disposal/transfer of the trade-in ventilators needs to be made within 30 days after the delivery of the new equipment. All trade-in equipment must either be destroyed or released to an authorized Hamilton Medical representative within 60 days after the delivery of the new equipment. Failure to meet the stated dates will result in forfeiture of the total trade-in credit. Trade-in values may fluctuate based on market demand.

**9. Delivery**
Expected delivery within 60 days of receipt & acceptance of purchase order.

**10. Advertising & Promotion**

Hamilton Medical may include information about the use of Hamilton Medical products at through Hamilton Medical's distribution channels; including but not limited to, web sites, press releases and reference lists, in the form of text and/or photographic images. Prior to use and publication, all copy shall be forwarded for its approval, which approval shall not be unreasonably withheld or delayed.

**11. Purchase Orders**

Purchase orders can be placed via an e-mail to customer.service@hamiltonmedical.com.

**12. Service Training Tuition**

If applicable, service training tuition credits are valid for three years from the date of invoice. If the tuition is not used within three years, it will be forfeited and cancelled.

**13. Financing**

Monthly payment is based on credit approval. All submitted documentation must be satisfactory to Hamilton Medical Financial. Should you have any questions, please contact Ben Hardy at (952)516-7192 or BHardy@vendorservicesgroup.com

**14. Sales Tax**

Sales tax will be included on quotations for facilities that do not have a tax exemption certificate on file with Hamilton Medical, Inc. If applicable, provide Hamilton Medical, Inc. with a current tax exemption certificate to receive a quotation without sales tax. Once a current tax exemption certificate is provided, Hamilton Medical, Inc. will update your account to reflect the tax exempt status.

***All information and pricing contained in this agreement is legally privileged and/or CONFIDENTIAL information to be shared only between Hamilton Medical Inc. and the direct recipient of this quote. You are hereby notified that any dissemination, distribution or copying of this agreement and/or Exhibits outside of Hamilton Medical Inc. and employees is strictly prohibited.***

| | |
|---|---|
| Quote Date | Friday, November 15, 2024 |
| Quote Valid Until | Friday, October 31, 2025 |
| Account Manager | Jesse James Carroll, RRT |
| Account Manager Phone: | (561) 764-5505 |
| Account Manager Email | jesse.carroll@hamiltonmedical.com |

Phone:(775)858-3200
Fax:(775)856-5621
www.hamilton-medical.com

Version 17.4

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 15, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Tashonda Whaley, Emergency Management Director

**Subject:** Request Board Approval of Modification #1 to the State Funded to Hurricane Shelter Retrofit Contract #F0100 for retrofitting of the Gadsden County Hospital to be utilized as Special Needs Evacuation Shelter

---

**Statement of Issue:**

This agenda item is presented to seek Board approval and signature of Modification #1 to the State Funded Hurricane Shelter Retrofit Contract #F0100 for retrofitting of the Gadsden County Hospital to be utilized as a Special Needs Evacuation Shelter. The proposed modification reflects the corrected number of shelter spaces to be covered in this retrofit project according to the Special Needs Evacuation Shelter Guidance. The original agreement erroneously calculated the number of spaces (734) at the general shelter population amount of 20sqft/space per person. Since the project creates special needs spaces, the space count was recalculated at the rate of 60sqft/space, providing 244 spaces.

**Background:**

The 2022 Florida Division of Emergency Management (FDEM) Statewide Emergency Shelter Audit identifies Gadsden County as experiencing a deficit of special needs hurricane evacuation shelter space due to having fewer spaces (44) than the demand of 649 spaces. Additionally, the current Special Needs Shelter location at Gadsden County High School (building 800) does not have on-site generator backup which is required for operation of medical equipment.

In January 2022, The Florida Division of Emergency Management completed a hurricane shelter retrofit survey on a portion of the former Gadsden County Community hospital building located at 23186 Blue Star Hwy, Quincy Florida. As a result, FDEM offered hurricane shelter retrofit (SR) grant funding for the Gadsden County Hospital location. The Least Risk Decision Making Report (LRDM) identifies the building as requiring retrofit to meet the Florida Division of Emergency Management's minimum hurricane shelter survey criteria to serve as the Gadsden County's Special Needs Shelter.

On July 5, 2022, the County submitted the Contract Development Request accepting FDEM's offer of $460,000.00 to conduct the retrofit project and increase the County's Special Needs Evacuation Shelter spaces. On December 20, 2022, the Board accepted the Hurricane Shelter Retrofit Contract #F0100 in the amount of $483,000.00.

In August 2024, electrical drawings and retrofit design documents provided by AE Engineering, Inc. were submitted to the Florida Division of Emergency Management (FDEM) for review. Upon review FDEM's Infrastructure team noticed Area 4/Wing 3 designated for retrofit was not included in the drawings. AE Engineering, Inc. revised the documents and they were resubmitted. The bid packet for construction of this project is being drafted awaiting FDEM's final review.

**Analysis**:

The period of performance for this grant shall end on August 31, 2025 unless an extension is authorized by the Division through modification of the funding agreement. The funds of this agreement shall be used to retrofit the designated building to include: Retrofitting/hardening of areas of the Gadsden County Hospital:

- Wind impact protection for all windows, review doors louvers, and storefront glass for impact resistance and replacement where needed.
- Install and protect automatic transfer switch for generator, including inside service to support host special needs.
- Security fencing, pads, and tie-downs as required

Also, if needed, funds may be used for structural review(s) by a Florida Licensed Structural Engineer to certify roof and load path systems meet or exceed wind load requirements of American Society of Civil Engineers' *Minimum Design Loads for Buildings and Other Structures* standard 7 (ASCE 7), Risk Category IV, and Exposure C.

The Gadsden County Hospital (areas A, B-2, B-3 and B-4) have been designated for this retrofit project. The following is the revised project overview.

| Campus | Building and Type | Project | Doc | Cost | Additional Space |
|---|---|---|---|---|---|
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy, Quincy, FL 32351 | Area A<br>(Year Built 1983) | Wind impact protection for all interior doors between Area A and wings (areas B-2, B-3, B-4) | LRDM | $36,000.00 | 70 spaces/4,252 sqft |

| | | | | | |
|---|---|---|---|---|---|
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy, Quincy, FL 32351 | Area B-2 (Year Built:1983) | Wind Impact protection for all windows-review doors, lovers and storefront glass for impact resistance and replace where needed. | LRDM | $88,000.00 | 58 spaces<br>/3,480 sqft |
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy, Quincy, FL 32351 | Area B-3 (Year Built:1983) | Wind Impact protection for all windows-review doors, lovers and storefront glass for impact resistance and replace where needed. | LRDM | $88,000.00 | 58 spaces<br>/3,480 sqft |
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy, Quincy, FL 32351 | Area B-4 (Year Built:1983) | Wind Impact protection for all windows-review doors, lovers and storefront glass for impact resistance and replace where needed. | LRDM | $88,000.00 | 58 spaces<br>/3,480 sqft |
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy, Quincy, FL 32351 | Areas A, B-2, B-3 and B-4 (Year Built:1983) | Install and protect ATS for generator, including inside service to support host special needs. Security fencing, pads, and tie-downs are required. | LRDM | $160,000.00 | No new spaces create host special needs |
| | | | **Administrative Cost** | **$23,000.00** | |
| **Project Totals** | | | | **$483,000.00** | **244 Spaces** |

**Fiscal Impact:**

Cost per additional space is $1,229.51 and has been determined cost effective by FDEM. Matching funds are not required for this grant. The funding agreement will be on a reimbursement basis. Eligible expenses may include but are not limited to: management and administration of the grant (up to 5%) and scope of work-related activities. The County is responsible for submitting quarterly activity and financial reports to FDEM.

**Options:**

1. Approve and sign Modification #1 Agreement for Hurricane Shelter Retrofit Contract #F0100.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

1. Modification #1 Agreement

**RECIPIENT AGREEMENT CHECKLIST**

**DIVISION OF EMERGENCY MANAGEMENT**
**MITIGATION BUREAU**
**FISCAL OPERATIONS UNIT**
**HLMP & SHELTER DEVELOPMENT**

| REQUEST FOR REVIEW AND APPROVAL | |
|---|---|
| **RECIPIENT:** | Gadsden County Board of County Commissioners |
| **PROJECT #:** | DEM-SR00037 |
| **PROJECT TITLE:** | Gadsden County Community Hospital - Shelter Retrofit |
| **CONTRACT #:** | F0100 |
| **MODIFICATION #:** | 1 |

| RECIPIENT REPRESENTATIVE (POINT OF CONTACT) | |
|---|---|
| | Tashonda Whaley<br>Emergency Management Director<br>339 E. Jefferson St.<br>Quincy, FL 32351 |

Enclosed is your copy of the proposed contract/modification between **Gadsden County Board of County Commisioners** and the Florida Division of Emergency Management (FDEM).

| | COMPLETE |
|---|---|
| ☐ | This form is required to be included with all Reviews, Approvals, and Submittals |
| ☐ | Reviewed and Approved |
| ☐ | Signed & Dated Electronic Copy by Official Representative |
| ☐ | **Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief |
| ☐ | Attachment I – Contracts with Non-Profit Organizations - completed, signed, and dated |
| ☐ | Electronic Submittal to the Grant Specialist |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Contract Number: F0100

Project Number: DEM-SR00037

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND GADSDEN COUNTY BOARD OF COUNTY COMMISIONERS**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Gadsden County Board of County Commissioners ("the Recipient") to modify Contract Number F0100, dated January 11, 2023 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hurricane Loss Mitigation Program of $483,000.00 in State funds; and

WHEREAS, the Division and the Recipient intend to modify the Agreement.

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

1. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

2. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

3. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

4. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

5. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: GADSDEN COUNTY BOARD OF COUNTY COMMISIONERS**

By:_____

Name and Title: _____

Date: _____

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

**Attachment A**

**Budget and Scope of Work**

**First Revision**

**STATEMENT OF PURPOSE:**

The Recipient, Gadsden County, Florida., agrees to administer and complete the project per scope of work approved by the Florida Division of Emergency Management. The Recipient shall complete the work in accordance with all applicable State and Local Laws, Regulations and Codes.

Agreement funds shall be used to retrofit designated buildings with exterior envelope fenestration or opening protection, to include windows, doors, openings, louvers or other assemblies that penetrate through exterior walls and roofs. Also, if needed, funds may be used for structural review(s) by a Florida Licensed Structural Engineer to certify roof and load path systems meet or exceed wind load requirements of American Society of Civil Engineers' *Minimum Design Loads for Buildings and Other Structures* standard 7 (ASCE 7), Risk Category IV~~,~~ and Exposure C.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and large missile impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer's specification.

**PROJECT OVERVIEW:**

The identified building(s) have been designated by the county emergency management agency as public hurricane evacuation shelter. Therefore, the Recipient agrees that during a declared state or local emergency the building(s) must be made available for use as public hurricane evacuation shelters upon request by the local emergency management agency.

The Recipient agrees to maintain the structure(s) assemblies, equipment, systems and products that are constructed, modified or installed with grant funds in good repair and functional condition for the life of the work, but not less than 15 years from the date of issue of the building official's certificate of completion or other written acceptance of completed work

Project Locations:

| Campus | Building and Type | Project | Doc | Cost | Additional Spaces (60sqft / space) |
|---|---|---|---|---|---|
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy,<br>Quincy, FL 32351 | Areas A<br><br>(Year Built:1983) | Wind impact protection for all interior doors between Area A and wings (areas B-2, B-3 and B-4). | LRDM | $36,000.00 | 70 spaces / 4,252 sqft |
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy,<br>Quincy, FL 32351 | Area B-2<br><br>(Year Built:1983) | Wind impact protection for all windows -review doors, louvers, and storefront glass for impact resistance and replace where needed. | LRDM | $88,000.00 | 58 spaces / 3,480 sqft |

| | | | | | |
|---|---|---|---|---|---|
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy,<br>Quincy, FL 32351 | Area B-3<br><br>(Year Built:1983) | Wind impact protection for all windows -review doors, louvers, and storefront glass for impact resistance and replace where needed. | LRDM | $88,000.00 | 58 spaces / 3,480 sqft |
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy,<br>Quincy, FL 32351 | Area B-4<br><br>(Year Built:1983) | Wind impact protection for all windows -review doors, louvers, and storefront glass for impact resistance and replace where needed. | LRDM | $88,000.00 | 58 spaces / 3,480 sqft |
| Gadsden County Community Hospital:<br><br>23186 Blue Star Hwy,<br>Quincy, FL 32351 | Areas A, B-2, B-3 and B-4<br><br>(Year Built:1983) | Install and protect ATS for generator, including inside service to support host special needs. Security fencing, pads, and tie-downs are required. | LRDM | $160,000.00 | No new spaces – create host special needs |
| | | | **Administrative Costs** | **$23,000.00** | |
| **Project Totals** | | | | **$483,000.00** | **244** |

**Cost Per Special Needs Space: $1,229.51**

**Cost Effective: Yes**

[1] – Outside Covered Areas can be used as protected unconditioned space for shelter supplies.

The period of performance for this grant shall end on **August 31, 2025** unless an extension is authorized by the Division through modification of the funding Agreement.

**TASKS & DELIVERABLES:**

**A.) Tasks:**

1) Recipient shall prepare and submit an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement to be requested for each activity.

2) If applicable, the Recipient shall provide one (1) set of near bid-ready (90 percent) or pre-construction design/permit documents (drawings and specifications manual) for review and comment by the Division. As applicable to the project, the design/permit documents shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be certified by the applicable registered or licensed design professional(s) of record.

3) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Scope of Work as approved by the Division.

The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.
The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved as consistent with the scope-of-work by the Division.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

4) The Recipient shall monitor and manage the procurement and installation of all fenestration or opening protection products in accordance with the scope of work. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.
The project shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind incident.

The Recipient shall fully perform the approved project, as described in the scope of work, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

5) Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.
Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a.) Copy of permit(s), notice of commencement.
b.) Local Building Official Inspection Report and Final Approval.
c.) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

d.) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e.) Proof of compliance with Project Conditions and Requirements contained herein.

f.) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. The Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Eligible reimbursable costs include, but not limited to: architectural and engineering services and fees; construction management services and fees; permit and inspection fees; necessary demolition and restoration; construction services (e.g., material, labor and equipment), purchase and installation of building envelope protective systems and products, retrofit/modification of existing assemblies; and management and administration of the grant (limited to no more than five percent).

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a.) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
b.) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c.) Clear identification of amount of costs being requested for reimbursement.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**2.) Deliverables:**

At a minimum, all envelope protection systems and products purchased and installed as part or in whole of this grant shall meet the wind load requirements of ASCE 7, Risk Category IV and Exposure Category "C" (unsheltered exposure). Also, all envelope protection systems or products purchased and installed with this grant shall have been tested and passed the large missile impact test procedures of ASTM E 1886 and ASTM E 1996 (Level D or higher), or Florida Building Code (High Velocity Hurricane Zone/Miami-Dade) Testing Protocols TAS 201, TAS 202 and TAS 203. The Division highly recommends that envelope protection systems and products meet the more severe large missile impact standard of the hurricane provisions of International Code Council's storm shelter standard ICC 500.
Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**A) Engineering:**

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and large missile impact standards of the current local codes, but not less than that required by Section 2, Deliverables.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) Upon completion of scope-of-work, at a minimum, the building(s) and essential ancillary structures and equipment shall meet the hurricane hazard safety criteria established in the American Red Cross (ARC) *Hurricane Evacuation Shelter Standards* (HESS); formerly referred to as *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). The Division may request documentation to confirm the retrofitted building(s) meets (or will meet) ARC HESS. Recipient agrees to provide requested documentation. Failure to supply required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.
7) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before final payment will be made.

8) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

9) It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the completion of the mitigation measures funded under this Agreement. It is further understood and agreed by the Division and the Recipient that the level of high wind protection provided by the mitigation action, although meeting State codes and standards and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants

**B) Environmental:**

1) The Recipient shall follow all applicable state and local laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.

2) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.

3) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**C) Programmatic:**

1) A change in the scope of work *must* be approved by the Division in advance regardless of the budget implications.

2) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) Project is approved with the condition that the enclosed list of deliverables shall be submitted 30 days prior to the Period of Performance date, for review and approval by the Division.

4) Any extension of the Period of Performance shall be submitted 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date and a new schedule of work to the Division.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

**D) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State/Local Contracting Process: | 1 | Months |
| Permitting: | 3 | Months |
| Bidding and Contracting: | 3 | Months |
| Construction / Installation: | 20 | Months |
| State/Local Inspections: | 2 | Months |
| Closeout: | 1 | Month |
| **Total Period of Performance:** | **30** | **Months** |

**BUDGET**

**Line Item Budget***

| | **Project Cost** | |
|---|---|---|
| Construction: | $ | 460,000.00 |
| Administration: | $ | 23,000.00 |
| **Project Total:** | **$483,000.00** | |

**Administrative Budget may be used towards the direct Construction Budget, if necessary.*

**Attachment L**
**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

**PURPOSE:** Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

**CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**NON-PROFIT ORGANIZATION REMUNERATION INFORMATION**

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

**If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.**

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

**If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.**

**Total Compensation Paid to Non-Profit Personnel Using State Funds**

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | |
| Title: | |
| Date: | |

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 8, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Appointment of Gadsden County Representative and Alternate to the Capital Region Transportation Planning Agency

---

**Statement of Issue:**

This agenda item is presented to the Board for approval of an appointed representative to the Capital Region Transportation Planning Agency (CRTPA) as well as an alternate. The mission of the representative is to communicate the transportation needs and future plans of Gadsden County.

**Background:**

The Capital Region Transportation Planning Agency (CRTPA) is the region's metropolitan planning organization (MPO). As such, the CRTPA is responsible for coordinating transportation planning within Florida's Capital Region. The CRTPA includes all of Gadsden, Jefferson, Leon, and Wakulla counties.

The mission of the CRTPA is to act as the principal forum for collective transportation policy discussions that results in the development of a long-range transportation plan which creates an integrated regional multimodal transportation network that supports sustainable development patterns and promotes economic growth.

The purpose of the CRTPA is:

To assist in safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas of this state while minimizing transportation-related fuel consumption, air pollution, and greenhouse gas emissions through the metropolitan transportation planning process; and

To develop, in cooperation with the state and public transit operators, transportation plans and programs for metropolitan areas. The plans and programs for each metropolitan area

must provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in s.334.046(1); and

To ensure that the process is integrated with the statewide planning process the CRTPA shall implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addressed and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Florida Department of Transportation ("Department"); and

To ensure that the process is integrated with the statewide planning process the CRTPA shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions. For the purpose of this section, those facilities on the Strategic Intermodal System designated under s. 339.63 and facilities for which projects have been identified pursuant to s.339.2819(4).

Commissioner Kimblin E. NeSmith has served on the CRTPA Board since October 17, 2023, representing Gadsden County's interests.

The Commissioner's term will be for four years.

**Analysis:**

Representation in CRTPA is critical for the future funding success of transportation capital projects in Gadsden County. In particular, federal funding programs look for the approval and support of MPOs when reviewing funding requests by local governments for transportation projects.

The final two CRTPA Board Meetings for 2024 have been cancelled. The 2025 schedule is yet to be released; however, CRTPA typically meets at 1:30 p.m. on the third Monday or Tuesday of each month at the City of Tallahassee Commission Chambers.

**Fiscal Impact:**

None.

**Options:**

1. Appoint a representative and alternate to serve as Gadsden County's CRTPA representative.
2. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

CRTPA By-laws.

**CAPITAL REGION TRANSPORTATION PLANNING AGENCY**
**REVISED BYLAWS, POLICIES**
**AND PROCEDURES**

**Revised September 19, 2023**


**I. Organization Name**
**II. Preamble**
**III. Purpose**
**IV. CRTPA Bylaws**
**V. CRTPA General Policies**
**VI. CRTPA Specific Policies**
**VII. Funding**
**VIII. Notices**


## I. Organization Name

The name for the Metropolitan Planning Organization (MPO) is the Capital Region Transportation Planning Agency (CRTPA).

## II. Preamble

The following sets forth the Bylaws, Policies and Procedures that shall serve to guide the proper functioning of the urban transportation planning process by the CRTPA. The intent is to provide policies and procedures for the CRTPA and its Standing Committees for fulfilling the requirements of the Interlocal Agreement that creates the CRTPA; the applicable provisions of federal law; and the applicable provisions of Chapter 339.175, Florida Statutes. Any interpretations of the Interlocal Agreement by these bylaws shall be the preferred interpretation for the CRTPA unless there is a direct and express conflict with the Interlocal Agreement. Furthermore, all provisions contained in these Bylaws shall be interpreted to be consistent with all applicable state and federal law.

## III. Purpose

Pursuant to Section 339.175, Florida Statutes, the purpose of the CRTPA is:

A. To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas of this state while minimizing transportation-related fuel consumption, air pollution, and greenhouse gas emissions through the metropolitan transportation planning process;

B. To develop, in cooperation with the state and public transit operators, transportation plans and programs for metropolitan areas. The plans and programs for each metropolitan area must provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in s. 334.046(1);

C. To ensure that the process is integrated with the statewide planning process the CRTPA shall implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Florida Department of Transportation ("Department");

D. To ensure that the process is integrated with the statewide planning process the CRTPA shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions. For the purpose of this section, those facilities on the Strategic Intermodal System designated under s. 339.63 and facilities for which projects have been identified pursuant to s. 339.2819(4).

## IV. CRTPA Bylaws

### A. Membership and Board Membership

As designated by the Governor of the State of Florida, and as reflected in Article 4, Section 4.01(a) of the 2014, Interlocal Agreement, the CRTPA shall consist of voting representatives from Leon County, Gadsden County, Jefferson County, Wakulla County, the City of Tallahassee, the City of Midway, the City of Quincy, the City of Chattahoochee, the Town of Greensboro, the City of Gretna, and the Town of Havana; the Leon County School Board; and one non-voting representative from the Department of Transportation.

The weighted vote of the voting members is as follows:

| **Governmental Entity** | **Number of Members** | **Voting Points** |
|---|---|---|
| Leon County School Board | 1 | 1 |
| Jefferson County[1] | 1 | 4 |
| Gadsden Cities[2] | 1 | 5 |
| Wakulla County[3] | 1 | 8 |
| Gadsden County | 1 | 8 |
| Leon County[4] | - | 37 |
| City of Tallahassee[5] | - | 37 |
| Total | | 100 |

*[1]The County Representative will also represent the City of Monticello.*

*[2]The Cities of Chattahoochee, Greensboro, Gretna, Havana, Midway and Quincy will consolidate their membership and weighted vote into one membership.*

*[3]The County Representative will also represent the Cities of St. Marks and Sopchoppy.*

*[4]The number of voting members is determined by the Leon County.*

*[5]The number of voting members is determined by the City of Tallahassee.*

As provided in Section 4.01(a)(1) of the Interlocal Agreement, for Leon County and the City of Tallahassee, the number of voting points is determined by the number of voting members as agreed upon by the Leon County Board of County Commissioners and the City of Tallahassee respectively.

1. The City of Tallahassee and Leon County commissions may change the number of their members to serve as members of the CRTPA Board no more than once annually. Similarly, Cities consolidating their memberships and weighted vote may reverse such consolidation no more than once annually. Should any membership adjustments be made pursuant to this section, the governmental entity shall notify the Executive Director of the CRTPA in writing of such a change. The written notice shall specifically reference this section as the basis for the change.

2. Board members from participating governments which have one voting member may designate an alternative member of that government to vote in the absence of the appointed member. Such designation may be changed no more frequently than annually unless the alternate leaves office.

A participating governmental entity that selects an alternative member shall notify the CRTPA in writing of that selection. No Board Member may vote by proxy.

3. As provided by Section 6.04 of the Interlocal Agreement, the Board may delegate authority to one or more of its members to act on behalf of the Board and may delegate certain duties to the Executive Director.

    a. Delegation to one or more Board Members shall be pursuant to a majority vote of the Board, which shall identify the member(s) to whom authority is delegated, specify the scope (and time period if appropriate) for the delegation, and whether action of the Board member(s) shall be subject to Board ratification or approval. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. The scope and time period of the delegation shall be appropriate for the intended purpose and shall be limited as necessary to comply with law. When practicable, the action of the Board members shall be subject to Board ratification or approval.

    b. Delegation to the Executive Director shall be pursuant to a majority vote of the Board, which shall specify the scope, direction and purpose for the delegation and whether the action of the Executive Director shall be subject to ratification or approval of the Board, Board members or the Chairperson. Delegation to the Executive Director shall be subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

**B. Membership Term of Office**

1. The membership and terms of elected officials as voting members of the CRTPA Board shall be as prescribed in Section 339.175(3) and (4), Florida Statutes, and Sections 4.01 and 4.02 of the Interlocal Agreement. Board members from participating governments which have one voting member may appoint a substitute member to serve as a member of the CRTPA Board no more frequently than once annually unless the member leaves office.

2. The term of office of members of the CRTPA shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member.

3. Any governmental entity performing any actions under this section shall notify the CRTPA in writing of such actions.

4. The CRTPA may also provide for other non-voting advisors as needed.

**C. Officers and Duties**

1. The CRTPA Board shall hold an annual organizational meeting no later than the last Board meeting of the calendar year for the purpose of electing the following officers from its voting membership:

    - Chairperson
    - Vice-Chairperson
    - Representative to the Florida Metropolitan Planning Organization Advisory Council
    - Alternate representative to the Florida Metropolitan Planning Organization Advisory Council

    The Chairperson and Vice-Chairperson shall be members of different member governments.

2. Officers shall be elected by a majority of the votes of members present at the organizational meeting. The Chairperson and Vice-Chairperson shall serve a term of one year. The representative and alternate to the Florida Metropolitan Planning Organization Advisory Council shall serve a term of three years.

3. The Chairperson shall preside over all meetings and shall sign official documents of the CRTPA. In the event of the Chairperson's absence, or at the Chairperson's direction, the Vice-Chairperson shall assume the powers and duties of the Chairperson. In the absence of both a Chairperson and Vice-Chairperson at a regular or special Board meeting, a temporary Chair shall be elected by majority vote at said meeting to serve as Chairman of the meeting, for this meeting alone. The Chairperson shall:

    a. Sign, on behalf of the CRTPA, resolutions, contracts, deeds, certifications, vouchers and all other instruments whether relating to real or personal property or otherwise;

b. Appoint subcommittees as needed;

c. Approve or revise the final agenda presented by the Executive Director;

d. Accept agenda items from other CRTPA members with advice of the Executive Director to ensure that the addition is submitted on a timeline that allows them to be fully staffed and distributed with the regular agenda materials;

e. Draft the annual performance evaluation of the Executive Director, distribute it to CRTPA membership for comments, and develop the final evaluation for CRTPA approval;

f. Have authority to approve CRTPA expenditures of greater than $5,000, but no greater than $25,000;

g. Have authority to approve certain personnel actions, such as salary adjustments, disciplinary actions, and final approval of staff evaluations completed by the Executive Director; and,

h. Perform other duties as, from time to time, may be assigned by the Board.

4. If the chair is unable to serve the remainder of the chair's term, the vice-chair shall automatically become the chair and the CRTPA shall elect a new vice-chair. In the event of the permanent inability of the Chairperson or Vice-Chairperson of the CRTPA to serve, a new officer(s) will be elected from the membership at the next meeting.

**D. Administration**

The administration of the CRTPA shall be as set forth in Sections 6.01 through 6.05 of the Interlocal Agreement. The Chairperson shall serve as the principle administrative officer of the Board. The Executive Director shall serve as the principal administrator of the CRTPA's operations and staff and shall have responsibility for advising the Board regarding official CRTPA business and administration.

1. The Executive Director shall serve at the pleasure of the Board and shall report directly to the CRTPA Board on all matters regarding the administration and operation of the CRTPA and any additional personnel as deemed necessary. CRTPA staff will report directly to the Executive Director and serve at the pleasure of the director. The Executive Director shall have authority to:

a. Approve expenditures for the normal operations of staff and planning projects not to exceed $25,000 as long as those expenditures are consistent with the adopted Unified Planning Work Program (UPWP). Any item over this amount, or that increases or decreases the UPWP contract budget, requires approval by the Executive Committee or the CRTPA Board; and

b. Approve routine staff travel; and

c. Hire, terminate, assign duties to, and evaluate CRTPA staff, subject to review and concurrence of the Chairperson; and

d. Sign invoices, grant applications, and routine communications with local, state, and federal agencies, except in those instances when the signature of the chair is required; and

e. Approve an amendment to the Unified Planning Work Program that provides a one-time extension by no more than six months to a project schedule. Amendments to the UPWP are subject to final approval by FDOT and FHWA [23 CFR 420.115(a)]; and

f. Approve an amendment to the Unified Planning Work Program that allows for a one-time amendment to the project scope and/or project cost by no more than $25,000. Amendments to the UPWP are subject to final approval by FDOT and FHWA. [23 CFR 420.115(a)].

2. The Executive Director, or their designee, is responsible for the CRTPA meeting minutes and all notices and agendas for future meetings. The Executive Director shall also perform such other and additional duties as are necessary to carry out the objectives and functions of the CRTPA and the directives from the CRTPA membership.

3. The CRTPA General Counsel shall be under a legal services contract, the term of which is not to exceed thirty-six (36) months and shall serve at the pleasure of the Board and shall perform such duties assigned by the Board, the Chairperson or the Executive Director.

4. Executive Committee

a. The CRTPA shall establish an Executive Committee comprised of the Chair, Vice-Chair and immediate Past-Chair. The Executive Committee shall meet as directed by the Chair for any items not requiring board action. The Executive Committee shall meet at least one week prior to a regularly scheduled CRTPA meeting for items that will require Board action at that Board meeting.

b. Should the CRTPA determine that the composition of the Executive Committee, as provided for in section a, above, does not adequately provide the level of representation that the CRTPA desires, the CRTPA may expand the Executive Committee to include additional members, as the CRTPA determines is appropriate. The addition of any other members will only be for the term of the present Executive Committee. Any additional members appointed shall have the appointment automatically terminated upon the election of new_officers for the CRTPA. The appointment of additional members shall be by simple majority as provided herein.

c. The duties of the Executive Committee shall include:

- Advise and provide direction to the Executive Director on critical issues as they arise.
- An annual evaluation of the Executive Director.
- Review of the annual CRTPA Budget and Unified Planning Work Program (UPWP).
- Development of annual legislative priorities in consultation with the designated MPOAC representative.
- Review of legislative issues during session.
- Establishment of CRTPA personnel policies and procedures.
- Review of contracts.
- Emergency approval of time-sensitive items.

d. The Board shall have the authority to delegate additional duties to the Executive Committee.

e. As needed, the above duties of the Executive Committee shall be provided to the full Board.

## E. Meetings

1. **Regular Meetings:** Regular meetings of the CRTPA shall be held as needed in the Tallahassee City Commission Chambers or other locations designated by the Chairperson.

2. **Meeting Dates**: Meetings will be held on the third Tuesday of each month, with the exception of July and August, and such other times as scheduled by the Chairperson. Meeting dates will be adjusted by the Chairperson to accommodate holidays or other conflicts.

3. **Special Meetings:** Special meetings of the CRTPA may be called by the Chairperson, or in the absence of the chair, by the vice-chair. Special meetings may also be called on the initiative of four (4) or more voting members petitioning the chair.

4. **Quorum:** There must be majority representation to constitute a quorum for the transaction of business. A quorum is defined as 51% of the voting interest of the CRTPA. An affirmative vote shall consist of a majority vote of the total quorum present. A quorum must be present for any matters to be voted on at any duly called CRTPA meeting.

5. **Remote or Virtual Participation:** For any Board meeting, a Board member may participate in such meeting remotely and virtually provided that a physical in-person quorum of the Board is met and that the request by the Board member to appear remotely and virtually is approved via motion by the Board members in attendance, prior to the participation of the Board member.

6. **Agenda:** Agenda materials for the CRTPA meetings shall be distributed to Board Members no later than seven days prior to the meeting, unless otherwise decided by the Chairperson. Supplemental materials shall be provided to the Board Members as soon as practicable.

7. **Meetings Open to the Public:** Meetings will be open to the public. Citizen comments and suggestions are welcomed. Any group which requests in writing will be notified of CRTPA meetings. Members of the public are allowed to speak on any items not on the Agenda during the Public Comment period, with established time limits, and by providing a Speaker Card at the CRTPA meeting as set out in section F.

   Members of the public are allowed to comment on items on the agenda at the appropriate time following the same established rules for time limits and providing speaker cards.

8. **Workshops:** The CRTPA may choose to hold workshops from time to time. A quorum shall not be necessary for conducting a workshop; however, all workshops shall be noticed in the same manner as regular meetings of the CRTPA. If the Board meeting is a Board Workshop and no formal votes are taken at the Workshop, The Board may vote at a duly called meeting, prior to the Board Workshop to conduct the Board Workshop as a virtual meeting. If the Board decides to provide for a Board Workshop, remotely and virtually, the Board shall provide for a mechanism for the public to participate in the remote, virtual Workshop.

9. **Roberts Rules of Order:** The most current edition of Roberts Rules of Order Revised is the adopted rule of meeting procedure. The Chairperson (or the Vice Chairperson when serving as Chairperson) shall preside at all meetings.

10. The General Counsel or his designee shall serve as the "parliamentarian". The CRTPA General Counsel shall advise the Chairperson and the Board at the direction of the Chairperson.

11. CRTPA meetings will be recorded, and minutes will be prepared.

12. Where a Super-Majority Vote is required by the Interlocal Agreement or CRTPA Bylaws, such Super-Majority Vote shall be defined as two-thirds of the vote of the Board members in attendance and no less than 67 points, regardless of the number of members in attendance.

13. The Executive Director shall serve as the clerk of the CRTPA.

14. As necessary, subcommittees and the chair of subcommittees shall be designated by the chair to investigate and report on specific subject areas of interest to the CRTPA. A subcommittee shall consist of at least three members.

**F. Citizen Participation at Board Meetings**

1. Citizen comments will be accepted during the meeting during the public comment portion of an action item or the designated Citizen Comment section of the meeting agenda.

2. Citizens may speak on issues related to the approved agenda or any issue for which the CRTPA has the statutory authority to act upon.

3. In order to maintain an orderly flow of public comment, citizens will be asked to complete a Request to Speak card. If the citizen is unable to complete the card, s/he will be assisted by the CRTPA staff.

4. Citizens will be allowed to speak for three minutes.

5. Large groups of citizens wishing to speak are encouraged to designate a spokesperson to represent their views.

## G. Bylaw Amendments

The CRTPA Bylaws may be amended by a majority vote of the CRTPA. The CRTPA Board may adopt resolutions as necessary to implement, supplement or clarify the CRTPA Bylaws, but shall not substantively alter the policies or procedures contained in the Bylaws except upon a Super-Majority Vote. No less often than annually, the Board shall consider amendments to the Bylaws to incorporate prior resolutions issued by the Board, as appropriate.

## H. Creation of Committees

The following committees have been created by the CRTPA, are ratified herein and shall serve as standing committees, with membership subject to appointment by the CRTPA Board:

1. The Technical Advisory Committee (TAC), which shall function as provided in Section 339.175(6)(d) and (8)(b), Florida Statutes, and as otherwise directed by the CRTPA Board. The TAC serves at the pleasure of the Board.

    a. The TAC serves in an advisory capacity to the CRTPA on matters related to coordinating transportation planning and programming including, but not limited to, review of CRTPA related transportation studies, reports, plans and programs. The TAC shall assist the CRTPA by providing technical resources and recommendations as requested.

    b. The membership of the TAC must include, whenever possible, planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities or representatives of aviation departments, seaport departments, and public transit departments of municipal or county governments, as applicable; the school superintendent of each county within the jurisdiction of the CRTPA or the superintendent's designee; and other appropriate representatives of affected local governments.

    c. In addition to any other duties assigned to it by the CRTPA or by state or federal law, the TAC is responsible for considering safe access to schools in its review of transportation project priorities, long-range transportation plans, and transportation improvement programs, and shall advise the CRTPA on such matters.

d. In addition, the TAC shall coordinate its actions with local school boards and other local programs and organizations within the metropolitan area which participate in school safety activities, such as locally established community traffic safety teams. Local school boards must provide the CRTPA with information concerning future school sites and in the coordination of transportation service.

e. The TAC shall have additional advisory (non-voting) members as the CRTPA deems advisable.

f. Each member of the TAC is expected to demonstrate interest in the technical advisory committee's activities through attendance at the regularly scheduled meetings except for reasons of an unavoidable nature. A majority of the TAC may recommend the removal of any member who fails to attend, or arrange for an alternate to attend, three or more meetings in a one-year period. Such recommendations shall be forwarded to the appointing agency or governmental unit through the CRTPA Executive Director.

2. The Citizens Advisory Committee (known as the Citizens Multimodal Advisory Committee) (CMAC), which shall function as provided in Section 339.175(6)(e)1 and (8)(b), Florida Statutes, and as otherwise directed by the CRTPA Board. The CMAC serves at the pleasure of the Board. The membership on the CMAC must reflect a broad cross-section of local residents with an interest in the development of an efficient, safe, and cost- effective multimodal transportation system. Minorities, the elderly, and the handicapped must be adequately represented as well as representatives and users of various transportation modes.

   a. The community at large shall be represented in the transportation planning process by the CMAC. The CMAC serves in an advisory capacity to the CRTPA for the purpose of assisting in the formulation of the CRTPA's goals and objectives, seeking reaction to planning proposals and providing comment with respect to the concerns of various segments of the population regarding their transportation needs.

   b. Notwithstanding the above provisions, the CRTPA may, with the approval of the department and the applicable federal governmental agency, adopt an alternative program or mechanism to ensure citizen involvement in the transportation planning process.

   c.

## V. CRTPA General Policies

A. The CRTPA agenda will be limited to required items only as determined by the Chairperson. Board Members are requested to coordinate with the Executive Director on those items that they wish to have considered, so that they can be adequately staffed prior to being heard by the Board.

B. The Executive Director is directed to assist the Chairperson in scheduling important matters for Board consideration, where practicable, for at least one discussion meeting prior to scheduling the matter for Board action at a subsequent meeting. Notwithstanding the foregoing, unless otherwise provided by law, Board action shall not be delayed nor subject to challenge simply because it was acted upon at the same meeting at which it was first discussed by the Board. Workshops, retreats and delegated subcommittees of Board Members shall also be considered as methods of exchanging information and opinions on and focusing the analysis of important matters that may later come before the Board for action.

## VI. CRTPA Specific Policies

A. Any policy that affects planning efforts and not administration nor procedural policies of the CRTPA shall be adopted solely by resolution and not become part of these bylaws. Examples of this are resolutions that promote bicycle and pedestrian transportation, preservation of right-of-way, and consideration of the needs of the Transportation Disadvantaged in plan development. All resolutions will be kept in a separate section of each member's agenda book for reference purposes.

B. A majority vote will be required by the CRTPA when amending, adding, or deleting projects from the Transportation Improvement Program (TIP), the Priority Project List, any Project Development and Environment Study, and any intersection improvement study requiring the approval of the CRTPA. Per Chapter 339.175(13) Florida Statutes, any amendment that affects projects in the first three years of the TIP must be approved on a recorded roll-call vote or hand-counted vote of a majority of the membership present.

## VII. Funding of the CRTPA

A. Annually, each member government, with the exception of the Leon County School Board, shall pay a proportional share of the operating costs of the CRTPA, over and above the amount annually provided by federal and state sources. Proportional costs are based on population. To the extent that funding allocated for CRTPA operations is exceeded by expenses, the balance shall be funded by the members.. The Leon County School Board shall provide in-kind services in lieu of direct funding for CRTPA operations.

B. The CRTPA staff will perform only those services required by applicable Federal Code and State Statute. If tasks are requested by the CRTPA that are not part of the statutory duty of the CRTPA staff, additional funding will be provided by the member governments.

C. Prior to July 1 an estimate of the local funding amount will be made known in the Unified Planning Work Program.. Subsequent to the adoption of the Unified Planning Work Program the CRTPA will adopt its annual operating budget. The Unified Planning Work Program is the de facto budget of the CRTPA.

D. No later than December 31, the CRTPA will send to each member government, with the exception of the Leon County School Board, their proportional share amount due based on prior fiscal year expenditures from October 1 through September 30. Payment of funds by participating governments must be made to the CRTPA no later than March 31.

**VIII. Notices.**

With the exception of the local government proportionate share notice of annual funding due, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as follows, addressed to the current incumbent:

*City of Tallahassee*

Mayor
300 South Adams Street
Tallahassee, FL 32301

City Attorney
300 South Adams Street
Tallahassee, FL 32301

*Leon County Board of County Commissioners*

Chairperson
301 S. Monroe Street, 5th Floor
Tallahassee, Florida 32301

County Attorney
301 S. Monroe Street, Suite 202
Tallahassee, Florida 32301

*Gadsden County Board of Commissioners*

Chairperson
9-B East Jefferson Street
Post Office Box 1799
Quincy, Florida 32353-1799

*Jefferson County Board of County Commissioners*

Chairperson
1 Courthouse Circle
Monticello, FL 32344

*Wakulla County Board of County Commissioners*
Chairperson
3093 Crawfordville Highway
Post Office Box 1263
Crawfordville, FL 32326

*Gadsden County Municipalities*

Mayor
City of Chattahoochee
P.O. Box 188
Chattahoochee, FL 32324

City Manager
City of Chattahoochee
P.O. Box 188
Chattahoochee, FL 32324

Mayor
Town of Greensboro
150 E 11th Street
Greensboro, FL 32330

Town Manager
Town of Greensboro
150 E 11th Street
Greensboro, FL 32330

Mayor
City of Gretna
Post Office Drawer 220
Gretna, Florida 32332

City Manager
City of Gretna
Post Office Drawer 220
Gretna, Florida 32332

Mayor
Town of Havana
P. O. Box 1068
Havana, FL 32333-1068

Town Manager
Town of Havana
P.O. Box 1068
Havana, FL 32333-1068

Mayor
City of Midway
50 M.L. King Blvd.
Midway, FL 32343

City Manager
City of Midway
50 M.L. King Blvd.
Midway, FL 32343

Mayor
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

City Manager
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

*Leon County School Board*
Chairperson
2757 W. Pensacola Street
Tallahassee, Florida 32304

*Florida Department of Transportation*
District III Secretary
1074 Highway 90
Chipley, Florida 32428

*Capital Region Transportation Planning Agency*
Executive Director
300 S. Adams Street, Mail Stop A-19
Tallahassee, FL 32301

General Counsel
300 S. Adams Street, Mail Stop A-19
Tallahassee, FL 32301

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address and addressee.

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 8, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Appointment to the CareerSource Capital Region Board

**Statement of Issue:**

This agenda item seeks Board approval to appoint a Commissioner to the CareerSource Capital Region Board.

**Background:**

Per the Bylaws of the Big Bend Jobs and Education Council, Inc. Article II Section E and F, (Local Elected County Commissioners) appointed by the respective County Commissions that assist in the appointment of the LWDB Board members. 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. In addition, the number of private sector seats appointed by the respective County Commissions shall be apportioned as follows:

Leon County Commission, seven (7)
Gadsden County Commission, three (3); and
Wakulla County Commission, two (2)

Commission NeSmith has served in the capacity of the Local Elected County Commissioner (Chief Local Elected Official) in the past.

Gadsden County's current representatives and terms are as follows:

| | |
|---|---|
| Tireshia Galloway – Private Sector – Gadsden (1) | 07-01-23 thru 06-30-26 |
| Jonathan Gray – Gadsden (2) | 07-01-24 thru 06-30-28 |
| Private Sector – Gadsden (3) | Vacant |

**Fiscal Impact:**

None.

**Options:**

1. Appoint a Commissioner to serve as the Local Elected County Commissioner (Chief Local Elected Official) to the CareerSource Capital Region Board.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

1. By-Laws

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF

CareerSource CAPITAL REGION

# *BYLAWS* of the BIG BEND JOBS AND EDUCATION COUNCIL, INC.

## *ARTICLE I - NAME*

This Corporation shall be known as the BIG BEND JOBS AND EDUCATION COUNCIL, INC., a not-for-profit FLORIDA corporation d/b/a CareerSource Capital Region (CSCR).

## *ARTICLE II - DEFINITIONS*

A. *BOARD OF DIRECTORS* - Refers to the group of individuals that meet the criteria defined by the Governor and State Workforce Development Board and are appointed by the Chief Local Elected Officials for each county within the Local Workforce Development Area to lead efforts to implement and oversee workforce programs.

B. *LOCAL WORKFORCE DEVELOPMENT AREA (LWDA)* – Refers to the area designated by the Governor to administer Workforce Innovation & Opportunity Act services. Factors that are considered in the designation include geographic location, population, and commonality of labor market areas. CSCR's LWDA is comprised of the geographic area of Gadsden, Jefferson, Leon and Wakulla counties.

C. *LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB)* - Refers to the local workforce development entity established by the LWDA to carry out the functions specified under WIOA sec. 107(d) for such area; also referred to as "LWDB 5."

D. *MEMBER* - Refers to an individual member of the BOARD OF DIRECTORS.

E. *WORKFORCE DEVELOPMENT CONSORTIUM (Consortium)*- Refers to the group of assigned individuals (Local Elected County Commissioners) appointed by the respective County Commissions that assist in the appointment of the LWDB Board members. They form the CSCR WORKFORCE DEVELOPMENT CONSORTIUM; also referred to as "Consortium".

F. *CONSORTIUM CHAIR* – Chief Local Elected Official is elected annually by the Consortium as the Chair of the WORKFORCE DEVELOPMENT CONSORTIUM.

G. *CLEO – Chief* Local Elected Official designated by their respective county commissions to serve on the Consortium.

H. *STATE WORKFORCE DEVELOPMENT BOARD* – Appointed by the Governor to oversee the state workforce system.

I. *REGIONAL PLANNING AREA* – A "planning region" as described in WIOA sec. 106(a)(2)(B)

## *ARTICLE III - PURPOSE*

CSCR is constituted in accordance with the requirements of Section 107 of the Workforce Innovation and Opportunity Act (WIOA) – Public Law 113-128 and 'Florida's Workforce Innovation Act – Chapter 445, Florida Statutes.

As the business community (employers) is the primary customer of the workforce system, the purpose of CSCR is to provide employers with the skilled workforce necessary to be competitive in local, state, national, and/or global markets. CSCR also provides for enhanced coordination, cooperation, collaboration, and outcomes by and between several entities, both public and private, which are involved at the local level in providing youth and adults with opportunities to develop

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



and continuously upgrade their knowledge and skills to advance economically and socially.

A. Under the Board and the Consortium's direction, CSCR, either directly or through contracted service providers, may provide for the delivery of such services as may be required to assist in providing market-driven services to employers, incumbent workers, and job seekers in the LWDB.

B. The duties and functions of the BOARD include:

1. In partnership with the CLEOs, establish BOARD bylaws and codes of conduct for BOARD members, as well as the CEO and BOARD staff.
2. Develop and submit the LWDB's comprehensive four-year local (strategic and operating) plan in partnership with the local elected officials, including stakeholder feedback.
3. Conduct workforce research and regional labor market analysis for regular updates on economic conditions, needed knowledge and skills, workforce, and workforce development activities (including education and training) in addition to an analysis of strengths and weaknesses of services to address the needs of the workforce system and employment needs of employers.
4. Promote business representation (particularly individuals with optimum policymaking or hiring authority) on the Board of Directors, reflecting existing and emerging employment opportunities in the local area.
5. In consultation with the Consortium, develop and implement clear processes and procedures for recruiting, vetting, and nominating members for the Board of Directors and documenting their qualifications in alignment with WIOA and compliance with all state and federal requirements.
6. Develop effective linkages with employers in the local area to support the use of the local workforce development system and to support local workforce activities.
7. Develop and implement promising strategies for meeting employment and skill needs for employers and workers and expand employment and career advancement opportunities for program participants in in-demand industry sectors/occupations.
8. Lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services needed by program participants, especially those with barriers to employment.
9. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, incumbent workers, and job seekers.
10. Facilitate access to services provided through the one-stop delivery system, including access in remote areas and those with employment barriers.
11. Ensure the appropriate use and management of the funds provided under WIOA and the one-stop delivery system in the local area to maximize performance outcomes.
12. Negotiate with required partners on funding the infrastructure costs of one-stop centers

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



in the local area.

13. Negotiate and reach an agreement on local performance indicators with the Consortium and establish and evaluate performance standards and measures for programs administered in the LWDB.
14. Contracting with public and private entities to carry out the programs.
15. Ensure there are sufficient numbers and types of providers of career and training services in the local area to maximize consumer choice.
16. Identify occupations for which there is a demand in the LWDB and select training institutions that may provide training in accordance with procurement guidelines and procedures.
17. Develop an annual budget for review and approval by the Consortium and the Board submitted to the State Workforce Board.
18. Soliciting the input and participation of the local business community in providing services for the residents of the LWDB.
19. Providing policy guidance and procedures for programs established by CSCR.
20. Report to appropriate state agencies and provide an annual report.
21. Selecting sub-recipients under procurement guidelines and procedures.
22. Prioritizing specific support services.
23. Providing oversight and monitoring activities for workforce activities under WIOA and the entire one-stop delivery system in the local area.
24. Annually assess the physical and programmatic accessibility of all one-stop centers in the local area in accordance with WIOA sec. 188 and the Americans with Disabilities Act of 1990.
25. Coordinate activities with education and training providers in the local area to enhance the provision of services to individuals with disabilities.
26. Hiring/firing the Chief Executive Officer to support the Board's directives; and,
27. Provide a compensation package for the Chief Executive Officer that complies with the US Department of Labor limits.
28. In coordination with the Consortium, request Planning Area Identification (as prescribed in Administrative Policy 123).
29. Participate in a regional planning process with the LWDBs and CLEOs within the identified planning region, that results in the preparation of a regional plan, establishment of regional service strategies using cooperative service delivery agreements, development and implementation of sector strategies for in-demand sectors or occupations, collection and analysis of regional labor market data, coordination of administrative cost arrangements, coordination of transportation and other supportive services, coordination of services with regional economic development services and providers and establishment of an agreement concerning

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



how the planning region will collectively negotiate and reach agreement with FloridaCommerce on local levels of performance for local areas or the planning region.

30. Obtain recertification of the LWDB every two years as described in WIOA sec. 107(b) and Administrative Policy 091.

C. CSCR is organized exclusively for charitable, educational, religious, or scientific purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

## *ARTICLE IV – RESPONSIBILITIES OF CSCR*

The authorities and responsibilities of the BOARD OF DIRECTORS shall include all duties and functions of CSCR and all authorities and responsibilities delegated to it by applicable Federal, State, Local laws and mandates.

### 4.1 SUB-GRANT RECIPIENT AND ADMINISTRATIVE ENTITY/FISCAL AGENT

In accordance with the Interlocal Agreement among the Gadsden, Jefferson, Leon, and Wakulla Boards of County Commissioners, the LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) shall act as the sub-grantee recipient. It shall also be the administrative entity/fiscal agent for the service delivery area defined as LWDA 5. The sub-state area consists of Gadsden, Jefferson, Leon, and Wakulla counties in the LWDA pursuant to all applicable Federal, State, and local laws, rules, and regulations.

### 4.2 RESTRICTED ACTIVITIES

No substantial part of the activities of CSCR shall be the carrying on of propaganda, lobbying, or otherwise attempting to influence legislation, and CSCR shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

### 4.3 501(c)3 LIMITATIONS

Notwithstanding any other provision of these articles, CSCR shall not conduct any other activities not permitted to be performed (a) by a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code (or corresponding section of any future federal tax code).

## *ARTICLE V – MEMBERSHIP OF THE BOARD OF DIRECTORS*

The BOARD OF DIRECTOR's membership shall number up to twenty-five (25) voting members – fourteen (14) representatives of local business and eleven (11) labor/apprenticeship/education/governmental/economic/community development/or other representatives.

A. The Board Members' terms shall be four years from the appointment date, with an option for renewal for one additional four-year term. An effort will be made to spread the

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



renewals to ensure that the Board does not lose more than 1/3rd of the membership in any year. Members who finish the eight-year limit set by the legislature must sit out a year before they are eligible for re-nomination to the Board for a new four-year term. BOARD members must serve in staggered terms. Starting July 1, 2024, upon the addition of Jefferson County to our region, the terms of new board members will be staggered.

B. A majority of the BOARD OF DIRECTORS shall be representatives of businesses in the local area, business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority.

C. Nomination and appointment documentation will be retained by the LWDB for five years.

D. Any MEMBER of the BOARD OF DIRECTORS can be removed by the appointing entity or by the Governor of Florida for cause.

E. The Chair of the BOARD OF DIRECTORS shall be a representative of the local business community and shall be selected by the membership of the BOARD OF DIRECTORS.

**5.1 REPRESENTATIVES OF THE BOARD**

The representatives of local businesses on the BOARD OF DIRECTORS shall number fourteen (14), including at least two representatives of small businesses, and shall be selected in the following manner:

A. The number of business community seats appointed by the respective CLEO shall be apportioned as follows:

1. Leon County seven (7)
2. Gadsden County three (3)
3. Jefferson County two (2)
4. Wakulla County two (2)

Eleven (11) of the remaining board seats are appointed by the Consortium as specified in WIOA law:

B. One (1) adult education and literacy representative;

C. One (1) institution of higher education (including community colleges) representative;

D. Two (2) economic and community development representatives nominated by the economic development agencies in either Gadsden, Jefferson, Leon, or Wakulla counties;

E. Two (2) organized labor representatives (or apprenticeship program representative(s) or other allowable community-based organization representative(s) within the local area, if unavailable);

F. One (1) community-based organization serving veterans representatives;

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



G. Two (2) governmental agencies representing Vocational Rehabilitation and Public Assistance representatives; and

H. One (1) philanthropic organization representative (optional)

I. One (1) independent institution of higher education (State Requirement)

J. The Consortium can include other individuals or representatives of entities determined by the Chief Local Elected Officials (CLEO) in the local area. (Policy 091, IV, A,5, Page 4)

When there is more than one institution in each of the types of educational entities listed above, nominations shall be solicited from representatives of each of the entities.

**5.2 ORIENTATION**

MEMBERS must participate in orientation within six months of appointment and annual refresher training thereafter. Failure to comply results in a recommendation for removal.

**5.3 FINANCIAL DISCLOSURE**

Each MEMBER is required to file a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, or s. 1 12.3145, whichever is appropriate. Each MEMBER of the BOARD OF DIRECTORS must file a statement of financial interests within 30 days from the date of appointment and annually thereafter. MEMBERS who fail to file the required form by the deadline will be responsible for paying all penalties. Note: The filing is required if the MEMBER served any time on the BOARD within the designated calendar year.

**5.4 BOARD MEMBER COMPENSATION**

No compensation, except related to travel as defined in the CSCR Administrative Plan, shall be paid to the BOARD OF DIRECTORS for the services they perform for CSCR in any capacity.

**5.5 RESIGNATION OF MEMBERS**

Any MEMBER may resign with written notification to the CEO and to the appointing entity. A resignation in absentia will be accepted if the MEMBER moves out of the area or is employed in a position that no longer meets the WIOA requirements.

**5.6 VACANCIES**

The qualifications of BOARD members will be documented, aligned with the requirements of WIOA, and compliant with all federal land state laws, rules and regulations, and applicable state policies.

The members of the BOARD must represent the diverse geographic areas within the local area and must ensure appropriate and equitable representation of all counties included in the local area. The importance of minorities and gender representation must be considered when making

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



appointments to the BOARD.

BOARD vacancies must be filled within a reasonable time, but no more than 12 months from the vacancy occurrence.

The BOARD, in consultation with the Consortium, has developed, implemented, and follows the following written processes and procedures for recruiting, vetting, and nominating BOARD members:

1. The CEO is notified of a BOARD member vacancy.

2. The CEO notifies the Nominating Committee Chair, Consortium, and Board Chair of the vacancy.

3. Recruitment of applicants for board membership shall be announced by the CEO and staff through various means which may include publishing to business and trade associations/educational/economic development/labor/etc. as appropriate for the type of vacancy; CSCR website; CSCR social media; etc. for a period of no less than seven (7) business days.

4. The Nominating Committee will evaluate and vet all applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates to the Executive Committee for further evaluation.

5. Upon completion of the Executive Committee's consideration, documentation of qualified candidates will be submitted to the CLEO for consideration and appointment.

6. The CLEO makes the appointment and submits documentation of the appointment to the BOARD.

7. The BOARD maintains all applicant and membership documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications for not less than five years.

## *ARTICLE VI – POWER TO EMPLOY CHIEF EXECUTIVE OFFICER (CEO)*

The BOARD OF DIRECTORS shall have the power to employ a Chief Executive Officer who shall be responsible to:

A. Coordinate with the Consortium regarding the identification and nomination of MEMBERS to the BOARD and ensure membership is compliant with WIOA and Florida statutes;

B. Organize board meetings and ensure meetings are held according to the BOARD'S bylaws and Florida's sunshine laws;

C. Develop and submit the local and regional workforce development plan;

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



D. Conduct oversight of WIOA adult, dislocated worker, youth program and entire one-stop delivery system, including development of policies and monitoring the administration of the programs;

E. Negotiate and reach agreement on local performance measures with the Consortium and state;

F. Ensure outcomes of local performance measures are provided to BOARD members and Consortium no less than semi-annually (twice per year);

G. Negotiate with Consortium and required partners for Memorandums of Understanding;

H. Provide oversight of the competitive procurement process;

   i. Develop a budget for activities of the BOARD;

   ii. Certify the one-stop career centers and

I. Provide copies of all monitoring, audit reports and related materials to the BOARD and Consortium within five business days of receipt.

The Chief Executive Officer shall report to the BOARD OF DIRECTORS and shall be responsible for the employment of such other staff as required to carry out the duties assigned to the BOARD OF DIRECTORS. The Chief Executive Officer is required to file a statement of financial interests pursuant *to F.S. 112.3145.*

**6.1 CEO REMOVAL**

The Governor, the Consortium or BOARD may remove the Chief Executive Officer of CSCR, for cause. As used in the paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.

## *ARTICLE VII – BOARD OF DIRECTOR BUSINESS DEALINGS*

The BOARD OF DIRECTORS shall transact all business of CSCR. It shall comply with policies and, in general, assume responsibility for the guidance of the affairs of CSCR.

**7.1 BUSINESS DEALINGS WITH SPOUSE/CHILDREN AND CONTRACTING WITH RELATIVES -**

A. CSCR shall not, either directly or indirectly, purchase, rent, or lease any realty, goods, or services from any business entity of which any MEMBER, the MEMBER's spouse or child is an officer, partner, director, or proprietor or in which they have any material interest.

B. There is hereby declared to be an exemption from Section "A" hereof, in accordance with *Section 112.313(12) Florida Statutes, 1995*, if:

   1. The business with the MEMBER is transacted under a rotational system whereby

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



the business transactions are rotated among all qualified suppliers of the goods and services within the LWDB service area;

2. The business is awarded under a system of sealed competitive bidding to the bidder that is most responsive to the needs outlined in the request.
3. The MEMBER, the MEMBER's spouse or child has in no way participated in the determination of the bid specifications or the determination of the bidder.
4. The MEMBER, the MEMBER's spouse or child, has in no way used or attempted to use their influence to persuade CSCR or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
5. CSCR agrees with an organization, or an individual represented on the BOARD OF DIRECTORS; the contract must be approved by a 2/3 vote of the entire BOARD OF DIRECTORS, with the benefiting MEMBER abstaining from the vote. All conflicts of interest must be disclosed before the vote. Such contracts, as well as documentation demonstrating adherence to this section as specified by CareerSource Florida Inc., must be submitted to FloridaCommerce for review and recommendation according to criteria determined by CareerSource Florida, Inc.
6. A contract under $25,000 between CSCR and a MEMBER of the BOARD OF DIRECTORS or MEMBER's relative, as defined in s. LL 12.3143(1)(b) is not required to have the prior approval of FloridaCommerce. But must be approved by a two-thirds vote of the BOARD OF DIRECTORS, a quorum having been established, and reported to FloridaCommerce and CareerSource Florida, Inc., within thirty (30) days of approval.
7. If FloridaCommerce does not approve such a contract, a review of the decision to disapprove of the contract may be requested by CSCR or other parties to the disapproved contract.
8. Any other exemption created under *Section 112.313(12) Florida Statutes,* or any other applicable Florida or United States statutes applies.

## *ARTICLE VIII – OFFICERS*

The membership of the BOARD OF DIRECTORS shall elect Officers, including a Chair, Vice-Chair, Secretary, and Treasurer, by a majority vote of a quorum. The Past Chair will serve as an ex-officio member on the Executive Committee.

A. The Officers' term of office shall commence July 1 following the election. Note: MEMBERS who are appointed to mandatory and optional seats may serve in all officer positions except Chair.

B. The term of office for the elected officers shall be two (2) years. Holding an officer position has a term limit of two terms maximum in one position.

C. The membership of the BOARD OF DIRECTORS shall have the power to appoint such other officers, as it deems necessary for the transaction of the business of CSCR.

D. The BOARD OF DIRECTORS shall have the power to fill any vacancy in any office for any

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



reason whatsoever, by election, and by a majority vote of a quorum.

**8.1 DUTIES OF CHAIR**

The Chair of the BOARD OF DIRECTORS shall:

1. Call and preside at all meetings of the BOARD OF DIRECTORS.
2. Lead the agenda setting process for the year and guiding meetings, ensuring both tactical and strategic work is completed.
3. Be a member of the Executive Committee.
4. Appoint MEMBERS to serve on the Audit Committee.
5. Appoint MEMBERS to serve on the Education and Industry Council.
6. Be a member ex-officio of all Standing Committees except for the Executive Committee, for which the Chair serves as Committee Chair.
7. Serve on the State Association for Workforce Development Chairs representing CSCR.
8. Act as the lead strategic convener to promote and broker effective relationships between Consortium members and economic development, education, and workforce partners in the area.
9. Provide the annual performance review of the CEO to the Consortium members and the BOARD at least annually and upon request.
10. Appear before the state board to discuss the performance of the BOARD, upon request of the state board.
11. Perform all other duties pertaining to the office of Chair.

**8.2 DUTIES OF VICE CHAIR**

The Vice-Chair shall:

1. Preside at all meetings of the BOARD OF DIRECTORS in the absence of the Chair.
2. Be a member of the Executive Committee.
3. Consider succeeding to the Chair position at the conclusion of the two-year term if eligible.
4. Serve as back-up to the Chair for the State Association for Workforce Development Chairs when needed.
5. Perform all other duties pertaining to the office of Vice-Chair.

**8.3 DUTIES OF THE TREASURER**

The Treasurer shall:

1. Be a member of the Executive Committee.
2. Confer with CSCR's Chief Financial Officer regarding financial reports;
3. Serve as Chair of the Finance Committee.

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



4. Oversee the annual budget process.
5. Serve as a signatory for all CSCR checks over $2,500.
6. Ensure that CSCR's financial accounts and records are audited annually and that a copy is furnished to each MEMBER for review.
7. Consider succeeding in the Vice Chair position at the conclusion of the two-year term.
8. Perform all other duties pertaining to the office of Treasurer.

**8.4 DUTIES OF SECRETARY**

The Secretary shall:

1. Be a member of the Executive Committee.
2. Consider succeeding to the Treasurer position at the conclusion of the two-year term.
3. Be the chair of the Audit Committee
4. Ensure BOARD members are educated about and acknowledge state and local conflict-of-interest policies upon appointment and annually thereafter.
5. Be the recipient of any disclosures of a conflict-of-interest declaration
6. Sign all approved Board minutes and offer a summary of the year at the annual meeting.

**8.5 DUTIES OF THE IMMEDIATE PAST CHAIR**

1. The past Chair will serve as Ex-Officio on the Executive Committee
2. Chair the Nominating Committee working with the CLEO

## *ARTICLE IX – COMMITTEES*

Certain Standing Committees shall be appointed to assist CSCR and its BOARD OF DIRECTORS in its business conduct. The Chair of the BOARD OF DIRECTORS will select a Chair for each Standing Committee not otherwise designated within the bylaws. All Standing Committee Chairs must be a MEMBER of the BOARD of DIRECTORS. All Standing and Special Committees shall be comprised of individuals who possess relevant experience and expertise in the subject area of the respective Committee. All Standing Committees shall contain no less than three (3) and no more than twelve (12) members. Standing Committee members are appointed as described below and may serve on the committee for a term of four (4) years, with the option of reappointment for an additional four (4) year term. All action items approved within the Standing Committees shall be followed by action items presented to the Executive Committee and then, as appropriate, the full BOARD OF DIRECTORS.

**9.1 STANDING COMMITTEES**

The Standing Committees shall include the Executive Committee, Strategic Policy, and Planning Committee, Finance Committee, Audit Committee, Nominating Committee, and Governance Committee. Due diligence should be exercised to ensure there is representation from each of the four counties served by the BOARD on the committees.

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



**A. Executive Committee**

The Executive Committee shall be composed of the elected officers of the BOARD and the Chairs of the Standing Committees.

The Executive Committee shall have and exercise the authority of the BOARD OF DIRECTORS between quarterly meetings of the BOARD OF DIRECTORS on items that cannot wait until the next BOARD meeting. The Chair of the BOARD OF DIRECTORS is the Chair of the Executive Committee.

The Executive Committee shall serve as the personnel committee for the Chief Executive Officer and the operational monitoring committee. In addition, at least one of the Chief Local Elected Officials, preferably the Consortium Chair, from the Consortium will be invited to serve as a personnel committee member.

Upon receipt of nominations for BOARD membership from the Nominating Committee, the Executive Committee will evaluate and vet applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates to the CLEO for consideration and appointment.

Committee/Council Chairs shall report any BOARD action proposals from their respective committee or council to the Executive Committee for vetting and approval before going before the Board for final approval.

**B. Strategic Policy and Planning Committee**

As further prescribed in the Strategic Policy and Planning Committee Charter, this committee shall recommend to the BOARD specific policies, strategies, programs, and activities affecting workforce development. The MEMBERS shall:

1. Lead the effort of developing and approving the local four-year plan, which outlines the Board's delivery and administration of all workforce services delivered in the LWDA;
2. Make recommendations on policies and procedures for workforce services and programs.
3. Develop and submit occupations in demand to be placed on the Regional Targeted Occupations List (RTOL) for the LWDB;
4. Participate in sector-driven strategies regionally and develop a feedback process on current talent demands and gaps in training.
5. Develop the criteria for training provider applications and select training providers using the established standards.
6. Develop programs and policies to promote adult workers in career advancement.
7. Make recommendations on implementing programs and expending funds for services to reduce recidivism (including that of ex-offenders) and contribute to employer and employee retention.

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



8. Provide oversight for all programs affecting adults in the LWDB, including persons with barriers to employment.
9. Develop criteria for the Request for Proposals (RFPs) for workforce services (including the One-Stop Operator).
10. Rate bids and proposals that are in response to RFPs.

Additionally, the Strategic Policy and Planning Committee will solicit the input of the regional economic development professionals and provide a forum for the economic development organizations to report on business recruitment, retention, and expansion efforts over the previous quarter.

**C. Governance Committee**

As further prescribed in the Governance Committee Charter, this Committee shall serve a variety of roles for the BOARD OF DIRECTORS. The MEMBERS shall:

1. Develop and monitor the BOARDs performance against the organization's mission, vision, and strategic plan.
2. Guide the BOARD OF DIRECTORS on leadership and composition, CSCR board guidelines, and conflicts of interest;
3. Ensure required new MEMBER orientation and incumbent member refresher programs.
4. Evaluate the effectiveness and accountability of the BOARD OF DIRECTORS:
5. Administer and share the results of the self-evaluation with the BOARD OF DIRECTORS.
6. Review the overall governance structure of the organization.
7. Monitor BOARD MEMBER attendance at BOARD meetings for compliance purposes; and,
8. Notify MEMBERS when they have two unexcused absences in a row that a third unexcused absence would automatically trigger notification to the appointing entity. A copy of the notice to be made to the Consortium Chair and to the CLEO of the county that appointed the person.
9. Recommend for removal to the appointing entity MEMBERS who have three consecutive absences where notice of absence was not provided in advance of the meetings.

**D. Finance Committee**

The Chair of the Finance Committee is the Treasurer of the BOARD OF DIRECTORS. As further prescribed in the Finance Committee Charter, this committee shall:

1. Review and approve the budget for all programs.
2. Develop criteria for Request for Proposals (RFPs) for consulting and IT services.
3. Rate bids and proposals in response to RFP submissions for consulting and IT services.
4. Have oversight responsibility of all financial activities of CSCR; and,

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



5. Submit a report at all regularly scheduled quarterly board meetings and special reports as requested by the BOARD OF DIRECTORS.

**E. Audit Committee**

The Chair of the BOARD shall appoint an Audit Committee, which will be composed of MEMBERS who currently do not serve on the Finance Committee. The committee Chair shall be the Board Secretary. As further prescribed in the Audit Committee Charter, the Committee shall:

1. Develop criteria and review proposals related to procuring auditing services.
2. Review of the audit report and presentation to the Executive Committee; and,
3. Review and recommend approval of the audit report, management recommendations, and approval of the IRS 990 submission.

**F. Nominating Committee**

The Nominating Committee shall be appointed by the Executive Committee. The Committee shall consist of no less than three (3) and no more than six (6) MEMBERS of the BOARD. The immediate past chair will chair this committee. As further prescribed in the Nominating Committee Charter, the Committee shall:

1. The Nominating Committee will evaluate and vet all new MEMBER applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates for BOARD membership consideration to the Executive Committee for further evaluation.
2. No person shall be nominated unless they have indicated a willingness to serve prior to nomination.
3. Recommendations for Nominations of OFFICERS must be submitted in writing to any member of the Nominating Committee by a MEMBER or CLEO in the quarter before a change in officer positions scheduled (every two years).
4. The Nominating Committee shall present a slate of OFFICERS to the BOARD OF DIRECTORS at the fourth quarter BOARD meeting for a vote. MEMBERS may nominate from the floor. If more than one MEMBER is seeking an officer position, a paper ballot will be provided for MEMBERS to vote.

**9.2 SPECIAL COMMITTEES**

Other special committees may be appointed or eliminated as needed.

**A. Career Center Partners Council**

The Workforce Innovation and Opportunity Act requires CSCR to work with regional and service providers to ensure there is no duplication of services. Besides, partners signing a Memorandum of Understanding (MOU) are investors in the workforce system that allows a variety of services to be delivered in the career centers as well as through cross-referrals between CSCR and its career center partner organizations. As such, the partners will form the Career Center Partners Committee. This Committee will meet to:

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



1. Discuss ways to reach common goals (i.e. performance, financial, customer satisfaction).
2. Leverage resources across partner organizations for the greater good of those served, in particular, those with barriers to employment (i.e., individuals with disabilities, returning citizens, older workers) and may require long-term services towards gaining employment.
3. Discuss programmatic and financial issues faced by the partners and any misunderstandings/myths that may exist between the participating partners (troubleshooting of issues).
4. Discuss how to improve and maintain an effective and successful one-stop system.
5. Discuss opportunities for collaboration on potential grant opportunities that serve the core mission of the one-stop system and partner organizations.
6. Share details on flagship programs, events, and initiatives.
7. Share pertinent information on services and referrals.
8. Coordinate community responses to challenging concerns.
9. Improve communication, establish referral processes using Crosswalk™ where possible, and address each organization's performance measures as it relates to mutual/shared customers.
10. The One Stop Operator (OSO) shall serve as the staff support for this committee.

**B. Business and Education Council**

Section 445.007 (15) of the Florida Statutes requires each local workforce development board to create an education and industry council composed of representatives of educational entities and businesses in the designated service delivery area. The chair of the local workforce development board shall appoint the council members. A local workforce development board member shall not serve as a council member.

CSCR has established the Business and Education Council (BEC) as a Special Committee. Council members shall be appointed for two-year terms beginning on Jan. 1 of the year of the appointment. The BEC will meet quarterly to:

1. Bring together executive-level staff from top public and private sector employers with leaderships staff from public and private educational entities.

2. Industry representatives sharing their specific talent development needs or observations on talent in the local area.

3. Education representatives sharing what specific education offerings are available in the local area.

4. Discuss current labor market information provided by LWDB staff including information on priority industry sectors in the area and information on the status of existing talent pipelines for in-demand occupations and the need to expand or leverage existing and/or

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



new resources.

5. The BES Senior Director shall serve as the staff support for this council.

## *ARTICLE X - REMOVAL*

### 10.1 GOVERNOR'S AUTHORITY

The Governor may remove a MEMBER for cause. As used in this paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.

### 10.2 REMOVAL OF MEMBERS AND OFFICERS

Removal of a MEMBER will be in accordance with the CareerSource Florida Administrative Policy, Local Workforce Development Board Composition and Certification, Policy 091.

A BOARD OF DIRECTORS MEMBER may be recommended for removal by the Governance Committee to the appointing entity after three consecutive absences where notice of absence was not provided before the meetings. MEMBERS providing advance notice to the CEO or appointed staff member of their absences at meetings will be excused.

A MEMBER may be removed from the BOARD by the CLEO, for cause, if the member no longer represents the constituency for which the appointment was made, a member's disability, illness or inability to perform their duties on the BOARD, or for not upholding the responsibilities and requirements of the appointment.

Any OFFICER of the BOARD OF DIRECTORS may be removed from office either with or without cause, at any time, by a majority vote of the MEMBERS at any regular quarterly Board meeting or any special meeting of the Executive Committee called for such purpose.

## *ARTICLE XI – BOARD MEETINGS*

### 11.1 REGULAR MEETINGS

Regular meetings of the BOARD and Committees shall be held not less than quarterly or more often as needed. The BOARD will approve the scheduled quarterly meetings of the BOARD and Committees for the next fiscal year at its fourth quarter meeting before the next fiscal year starts.

### 11.2 SPECIAL/EMERGENCY MEETINGS

Special or Emergency meetings of the BOARD or Committees may be held at the call of the Chair or in the absence of the Chair, the Vice Chair may call these meetings as necessary. Special or Emergency meetings are defined as those necessary for continuing operations between regularly scheduled meetings.

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



**11.3 NOTICE**

Reasonable written notice of each meeting (stating the place, day and hour), whether regular or special, shall be provided to each MEMBER at his/her usual place of business or residence. The BOARD OF DIRECTORS and the Workforce Development Consortium meetings shall be publicly announced in accordance with Florida's Government-in-the-Sunshine Act.

The following information must be posted on the Board's website in a manner easily accessible by the public:

- Notice of all Board meetings at least seven days before the meeting is to occur.
- Notice of special Board meetings must be posted seventy-two hours before the meeting occurs.
- Provide employee positions and salary information for each position, including any benefits and performance bonuses.
- A plain language version of any contract estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities or properties.
- A list of all Board MEMBERS, companies, or entities that the Board MEMBER is employed by or owns and their terms of service.
- Interlocal Agreement(s) as applicable.
- Single Audit Report for the last two fiscal years.
- Board meeting minutes within 15 days of Board approval.
- IRS Form 990 for the last two years.
- All contracts between the Board and a member of the local board, a relative of a local board member, an organization or individual represented on the local board or an employee of the local board approved on or after July 1, 2021 must be published on the local board's website within 10 days after approval by the local board or the department, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract.
- All active agreements with another workforce board that delegates partial or complete responsibility for any duties the BOARD OF DIRECTORS is expected, required, or mandated to perform under an agreement or Workforce Innovation & Opportunity Act, even if the cost is not expected to exceed $35,000.

**11.4 RECORDKEEPING**

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



Board meeting minutes, including official actions taken by the board and board member attendance, will be available on the website within 15 days of Board approval and maintained on the website for at least 2 years.

**11.5 ORDER OF BUSINESS**

Business shall be conducted in accordance with Roberts Rules of Order as newly revised.

**11.6 CONSENT AGENDA**

CSCR relies on its committee structure to address pressing issues, meet compliance, and oversight requirements, and carry out the mission of the BOARD OF DIRECTORS. As such, items that are vetted and passed in the committees are presented to the Executive Committee for review and either rejection, modification, or approval. This process ensures that the BOARD OF DIRECTORS is fully engaged in determining its functional requirements and that the committees perform work supporting the BOARD OF DIRECTORS. Therefore, all items that have been fully vetted through a committee and then the Executive Committee are packaged in the Consent Agenda for the BOARD OF DIRECTORS. MEMBERS are free to pull out an item for further discussion when the Consent Agenda is before the BOARD for a vote. The goal of the Consent Agenda is to build trust in the committee process of peers and allow for adequate time for the BOARD OF DIRECTORS to discuss regional workforce issues during the quarterly board meetings.

**11.7 QUORUM**

A quorum for all regular meetings of the BOARD OF DIRECTORS shall exist when most MEMBERS are present. MEMBERS are expected to attend each BOARD OF DIRECTORS Meeting. Additionally, the BOARD OF DIRECTORS and its committees may use any telecommunications method to conduct meetings, provided that the public is given proper notice of the meeting and is given reasonable access to observe and, when appropriate, participate. If a MEMBER cannot attend a BOARD OF DIRECTORS meeting in person, arrangements may be made for that MEMBER to participate in the meeting remotely. MEMBERS attending BOARD OF DIRECTORS meetings both in-person and remotely will be counted on to establish a quorum.

A quorum for all Standing Committee meetings shall exist when at least 33 1/3% of its members are present.

**11.8 VOTING**

Every MEMBER of the BOARD OF DIRECTORS shall have the right to one vote upon every issue properly submitted to vote at a meeting of the BOARD, except if there is a conflict of interest. Voting may be accomplished in person or via remote communication if such a vote by remote communication is achieved concurrently with the proceedings and recorded in the official meeting minutes. **Proxies are not permitted to vote but may participate in the discussion. The CLEOs are not voting members but are encouraged to participate in the BOARD discussions and standing committee meetings and give guidance.**

**11.9 CONFLICT OF INTEREST**

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



A. All MEMBERS are required to attend training and education regarding state and local conflict-of-interest policies upon appointment to the BOARD and annually thereafter acknowledge such policies.

B. Any MEMBER who significantly participates in developing contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.

C. Any MEMBER who significantly participates in a board discussion or decision relating to specific terms of a contract, the determination of specific standards for performance or a contract, the development of Invitations for Bid (IFB) or Requests for Proposals (RFP) or other such bid processes leading to a contract, or any similar discussions or decisions is prohibited from receiving any direct financial benefit from any resulting contract. Also, no corporation, partnership, firm, association, or other entity shall receive the contract if it creates a conflict of interest in the manner described above.

D. The prohibition regarding the conflict of interest shall also apply to contracts entered into or responses to RFPs accepted from immediate family members of any interested party or a corporation or business in which the immediate family member may occupy a management position or own shares of some portion of the company or business of subsidiary or related business.

E. Any MEMBER with a potential or actual conflict of interest must disclose that fact to the Secretary of the BOARD OF DIRECTORS as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting involving the matter at issue is prepared. Suppose it should be determined during a meeting that a conflict of interest exists, the MEMBER must verbally declare such conflict of interest. In that case, such declaration must be clearly noted in the minutes, and such MEMBER must excuse him/herself from the remainder of the discussion and the vote for that item.

F. Each MEMBER is responsible for determining whether any potential or actual conflict of interest exists or arises during his/her service on the BOARD.

G. When a contract or purchase is made by CSCR involving a MEMBER or an entity with which a MEMBER is associated, the BOARD OF DIRECTORS must establish and document to the reasonable satisfaction of CareerSource Florida, Inc. that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable to CSCR.

H. CSCR shall adopt a policy that minimizes the appearance of conflicts of interest.

I. The One-Stop Operator and Workforce Development Services Provider will not serve on the BOARD OF DIRECTORS or any committees that deal with oversight of the One-Stop system or allocation of resources that would potentially be allocated to that such organization.

J. Any MEMBER, including a One-Stop Operator and Workforce Development Services Provider, who significantly participates in the development of contract specifications or the specifications of the contract process, is prohibited from bidding on or competing for those contracts or supervising staff who are paid from funding awarded under such contracts.

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



K. At the discretion of the BOARD OF DIRECTORS, an exemption may be made on contracts with a MEMBER receiving a grant for workforce services under federal, state, or other governmental workforce programs.

**11.10 BUSINESS AFFAIRS**

The BOARD OF DIRECTORS may solicit, borrow, accept, and receive funds from any public or private source. CSCR may contract with public and private entities as necessary to further the purpose of the BOARD OF DIRECTORS and CSCR.

## *ARTICLE XII – FISCAL YEAR*

The fiscal year of the BOARD shall be July 1 to June 30.

## *ARTICLE XIII - INDEMNIFICATION*

Each MEMBER and each officer of the BOARD OF DIRECTORS now and hereafter serving as such, who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil criminal, administrative or investigative (other than by an action by, or in the right of, CSCR), by reason of the fact that he or she is or was a MEMBER, officer or agent of CSCR or is or was serving at the request of CSCR as a MEMBER, officer or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of CSCR, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct for performance of his or her duty to CSCR unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is thoroughly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The indemnity shall only be provided concerning any criminal action or proceeding which the MEMBER or officer or another agent of CSCR has no reasonable cause to believe was unlawful.

The amount paid to any officer or MEMBER by indemnification shall not exceed his or her actual, reasonable, and necessary expenses incurred in connection with the matter involved. Any indemnification under this Article shall be made by CSCR only as authorized in the specific case by determining that indemnification of the MEMBER, officer, or agent is proper in the circumstances because he or she has met the applicable standards of conduct. The BOARD shall make such determination by a majority vote of a quorum consisting of MEMBERS who were not parties to such action, suit or proceeding. The preceding right of indemnification shall be in addition to but not exclusive of any other right to which such MEMBER, officer or agent of the COUNCIL may otherwise be entitled by law.

## *ARTICLE XIV – AMENDMENTS TO THE BYLAWS*

DocuSign Envelope ID: 9C41A4EE-2B7B-4D53-8486-C28839649EAF



Any MEMBER of the BOARD OF DIRECTORS may propose amendments to the Bylaws through the Governance Committee. By a two-thirds vote of those present at a meeting having a quorum, the BOARD OF DIRECTORS may vote to amend, replace, or repeal the Bylaws with the approval of the Consortium.

## *ARTICLE XV – DISSOLUTION OR LIQUIDATION*

Upon the dissolution of the Corporation, the board staff officers shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of the remaining assets of the BOARD by returning them to the US Department of Labor (DOL), the state designee, or, if DOL and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purposes which at the time qualify as a 501(c)3 non-profit organization under the Internal Revenue Code.

## BYLAW APPROVAL AND SIGNATURES

In witness thereof, the undersigned parties agree to the terms outlined herein as of the data last executed by the parties.

Approved by the Board on _____ day of _____, 2024.

Signed: _____, Chair of the Board

Signed: _____, Secretary of the Board

Signed: _____, CEO

Approved by the Workforce Development Consortium on 6th day of May, 2024.

Signed: DocuSigned by: 68ED2D96806049C... Chief Local Elected Official (Gadsden County)

Signed: _____ Chief Local Elected Official (Jefferson County)

Signed: DocuSigned by: 4997E9A7C6EB483... Chief Local Elected Official (Leon County)

Signed: DocuSigned by: Quincee Messersmith DF09E10DBBC7468... Chief Local Elected Official (Wakulla County)

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 8, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Appointment to the Northwest Florida Business Development Council, Inc. d/b/a Opportunity Florida Board

---

**Statement of Issue:**

This agenda item is presented to the Board to appoint a representative to serve on the Opportunity Florida Board.

**Background:**

Based on a commitment to regional unity, Opportunity Florida's purpose is to promote beneficial economic growth in a ten-county region in Northwest Florida by providing technical assistance to economic development organizations and businesses and by working together with local, regional, and state organizations to market the region to business and government officials.

Commissioner NeSmith has served as the representative in the past.

**Analysis:**

Each of the Florida Counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Walton North; each county commission shall appoint one individual to represent their county.

The tentative 2025 meeting schedule is below:

- March 5, 2025
- May 28, 2025
- August 27, 2025
- December 3, 2025

**Fiscal Impact:**

Gadsden County budgets annually for the Opportunity Florida dues from line item 001-0001-55400. The County paid their annual dues of $4,382.60 on October 4, 2024.

**Options:**

1. Appoint a representative to the Opportunity Florida Board.

2. Do not appoint.

3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

1. Opportunity Florida By-Laws

# BYLAWS

# OF

# NORTHWEST FLORIDA BUSINESS DEVELOPMENT COUNCIL, INC.

# D.B.A. OPPORTUNITY FLORIDA

# A FLORIDA CORPORATION NOT FOR PROFIT

## ARTICLE ONE
## LOCATION, NAME, AND PURPOSE

Section One. *Principal Office*. The principal office of this corporation in the State of Florida is located at 4636 Highway 90 East, Suite K, Marianna, FL 32446, in the City of Marianna, County of Jackson, but may be relocated to any location within Holmes, Washington, Jackson, Gadsden, Liberty, Franklin, Gulf, Wakulla, North Walton County as described in Executive Order 17-212 (Amending EO 15-133), and Calhoun counties as the membership determines.

Section Two. *Other Offices.* The corporation may have other offices, either within or without the County of Jackson, State of Florida, as the membership determines.

Section Three. *Working Name*. For financial transactions and other business and/or administrative purposes the name of the corporation shall be NORTHWEST FLORIDA BUSINESS DEVELOPMENT COUNCIL, INC. For day-to-day operations associated with the marketing and/or branding of the ten county region, the name of the corporation shall be OPPORTUNITY FLORIDA.

Section Four. *Purpose*. Based on a commitment to regional unity, Opportunity Florida's purpose is to promote beneficial economic growth in a ten-county region in Northwest Florida by providing technical assistance to economic development organizations and businesses and by working together with local, regional and state organizations to market the region to business and government officials.

## ARTICLE TWO
## MEMBERSHIPS / FEES AND DUES

Section One. *Classes of Membership*.

The following shall be eligible for voting membership provided that dues are current and paid. No more than one membership may be held by any one person, firm or entity. The minimum amount of dues required for each member status is:

a) County Appointed Members. Each of the Florida Counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, Walton North and Washington; each county commission shall appoint one individual to represent their county. An amount equal to ten cents ($.10) per capita based on the most recent census data for the county.

b) Utilities Members. Any utility, as defined by the Florida Public Service Commission, serving any one or more of the above counties; Member owned utilities to be a minimum of Two thousand five hundred dollars ($2,500) and public utilities to be a minimum of Five thousand dollars ($5,000).

c) Economic Development Organization Members. The primary Economic Development organization as designated by the appropriate authority in each of the above counties; Three hundred dollars ($300)

d) General Members. Any person, firm, entity or organization interested in the economic development or the promotion of tourism within any of the above counties; One thousand dollars ($1,000)

e) Public Entity/Governmental Members. Any public entity including municipalities, school systems, and colleges with facilities located within the above mentioned counties; One thousand dollars ($1,000)

f) Workforce Development Boards. Minimum of one thousand dollars ($1,000) per county represented.

g) Non-Profit. Five hundred dollars ($500)

h) Rural Partners. Any private sector entity with active business interest in five of the eight Opportunity Florida counties; Three thousand to Five

thousand dollars ($3,000 - $5,000)

Except as expressly provided herein, the rights of all members shall be equal.

Section Two. *Qualifications.* Membership is contingent upon the payment of dues as provided below and agreement to be bound by the articles of incorporation of the corporation, by these bylaws, and by any rules and regulations adopted by the members.

Section Three. *Admission to Membership.* The members shall prescribe the form and manner in which application may be made for membership. Upon request by any member the 'membership applicant' may be required to receive a two-thirds approval vote by the officers, and once achieved, must also receive a two-thirds approval vote by the existing members at the time of application. A member must request review of the 'applicant for membership' within two weeks of the announcement of the new member at a duly called board meeting.

Section Four. *Property Rights.* No member shall have any right, title, or interest in any of the property or assets, including any earnings or investment income of this corporation, nor shall any of the corporation's property or assets be distributed to any individual or "for profit" entity on its dissolution or inactivity.

Section Five. *Liability of Members.* No member of this corporation shall be personally liable for any of its debts, liabilities, or obligations, nor shall any member be subject to any assessment, other than dues.

Section Six. *Transfer, Termination, and Reinstatement.* Membership in this corporation is nontransferable. Membership shall terminate on the resignation or death of a member, or on a member's failure to pay the dues required in these bylaws within thirty (30) days of the due date. A member whose membership has been terminated may apply for reinstatement in the same manner as application is made for initial membership. An EDO membership terminates upon its county authority notifying this organization in writing that the county has designated a new primary EDO.

Section Seven. *Payment of Dues.* Dues shall be payable in advance of the annual anniversary date of the member's joining.

Section Eight. *Default and Termination of Membership.* When any member is in default in the payment of fees or dues for a period of thirty (30) days from the beginning of the fiscal year or period in which dues become payable, that person's

membership may be terminated by the membership, and in the case of a member county notifying or publicly stating that they terminate their membership, that county member is not eligible to rejoin without a two thirds approval vote from the existing members at the time of rejoining. Additionally, the rejoining county may be required to pay all past unpaid dues, plus a 10% rejoining fee for the non-participation years.

Section Nine. *Powers.* Except as otherwise provided in the articles of incorporation, or by law, the powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by the membership, which may, however, delegate the performance of any duties or the exercise of any powers to officers and agents designated by resolution of the membership.

Section Ten. *Compensation.* No individual member of the organization shall receive compensation from the corporation.

## ARTICLE THREE
## MEETINGS OF MEMBERS

Section One. *Annual Meeting.* An annual meeting of the membership shall be held each fiscal year at a date, time and place as established by the membership. The purpose of the annual meeting shall be to report to the general membership on the financial condition of the organization, election of officers and other such business as may be appropriate.

Section Two. *Regular meetings.* Regular meetings shall be held no less than quarterly. However, this requirement may be waived by resolution of the membership.

Section Three. *Special Meetings.* Special meetings of members may be called by the chairman, the membership or not less than one-third of the members qualified to vote.

Section Four. *Place of Meeting.* The membership may designate any place, within the ten counties specified above, as the place of meeting for any annual or special meeting of members. If no designation is made, the place of meeting shall be the corporation's principal office. However, if all members meet at any time and place, and consent to the holding of a meeting, the meeting shall be valid without call or notice, and any corporate action may be taken. Meetings may be held in person, telephonically or by other electronic means as deemed appropriate by the Executive Committee.

Section Five. *Notice of Meetings.* Written or printed notice, including such notice made by email, text, or social media, stating the place, day, and hour of any meeting of members shall be delivered personally, by mail, email, text, or social media, to each member entitled to vote at the meeting, not less than seven (7) nor more than sixty (60) days before the date of the meeting, by or at the direction of the president, secretary, or any officers or persons calling the meeting. In the case of special meetings, or when required by these bylaws or by law, the purpose or purposes for which the meeting is called shall be stated in the notice. If sent by mail, a notice of meeting shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the member at the member's address as it appears on the records of the corporation at the time of mailing and must be mailed at least thirty (30) days before the date of the meeting. If sent by email, text or social media, a notice of meeting shall be deemed delivered from the date on the email indicated by the sender's computer records. All notice of meeting requirements shall be deemed met once official notice is posted on the corporation's official website.

Section Six. *Informal Action by Members.* Any action required or permitted to be taken at any meeting of members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all members entitled to vote with respect to the action.

Section Seven. *Quorum.* Forty percent of potential total votes of the voting members at any properly called meeting shall constitute a quorum for the transaction of business at any meeting of the membership. However, if less than a majority of the membership is present at any meeting, a majority of the members present may adjourn the meeting without further notice.

Section Eight. *Proxies.* Voting by proxy and/or cumulative voting shall not be allowed.

Section Nine. *Voting Rights.* Each member shall be entitled to vote on any item brought before the membership. If an organization is a member, the organization shall designate in writing one primary person, plus an alternate who shall have the right to exercise the organization's voting rights. These voting rights shall be exercised during the time of any sanctioned meeting, thus voting will be in person, or in the case of teleconference meetings, made telephonically. No person may be an alternate or primary voting member for more than one entity at any given time.

Section Ten. Action Without Meeting. No meeting need be held by the membership to take any action required or permitted to be taken by law, provided all members of the organization individually or collectively consent in writing to the action, and the written consent or consents is filed with the minutes of the proceedings of the membership. Action by written consent shall have the same force and effect as action by unanimous vote of the membership. Any certificate or other document filed under any provision of law which relates to action taken in this manner shall state that the action was taken by unanimous written consent of the membership without a meeting, and that the bylaws authorize the members to act in this manner. The statement shall be prima facie evidence of the membership's authority.

## ARTICLE FOUR
## OFFICERS

Section One. *Designation of Officers.* The officers of the corporation shall be a chair, a past-chair, and one or more vice-chairs, as determined by the membership, a secretary, a treasurer and any other officers elected in accordance with the provisions of this article. The membership may elect or appoint any other officers, including one or more assistant secretaries, and one or more assistant treasurers, and a president and/or chief executive officer as it deems desirable, and these officers will have the authority and perform the duties prescribed by the membership. One individual may hold both the secretary and treasurer position. At no time shall more than two officers represent the same county. The county of representation shall be determined by county of residence, if the county of residence is outside of the Opportunity Florida region, then the county of employment. The past chair shall not be included for purposes of qualification of officers.

Section Two. *Election and Term of Office.* The officers of this corporation shall be elected biannually by the members at the annual meeting in October for a two year term. If the election of officers is not held at the annual meeting, an election shall be held as soon as may be convenient. New offices may be created and filled at any meeting of the membership. Each officer shall hold office until his successor has been duly elected and has been qualified. No member shall hold the office of Chair, Vice-Chair, Treasurer or Secretary for more than two consecutive terms. A member must have served as the Vice-Chair, Treasurer or Secretary prior to being elected as chair of the organization.

Section Three. *Nominations.* The Chair shall appoint a nominating committee of at least three members. The nominating committee shall make their nominations known to the membership thirty (30) days prior to the annual meeting. This notice may be given in accordance with meeting notification requirements. During the annual meeting, nominations from the floor shall also be accepted. In the event the nominating committee is unable or unwilling to make nominations as required, nominations from the committee and/or from the floor shall be made at the annual meeting. If there are two or more nominations made for any office, the election for that office shall be held by secret ballot. A candidate must receive a majority vote of those casting ballots in order to be duly elected. In the event more than two candidates exist for any office and no candidate receives a majority vote on the first ballot, all but the top two candidates shall be eliminated from the election.

Section Four. *Removal.* Any officer elected or appointed by the membership may be removed by the membership whenever, in its judgment, the interests of the corporation would be best served. Any removal shall be without prejudice to the contract rights, if any, of the officer removed.

Section Five. *Vacancies.* A vacancy in any office, whether due to death, resignation, removal, disqualification, or otherwise, may be filled by the membership for the unexpired portion of the term and shall not count as part of the term limit.

Section Six. *Chair.* The chair:

a) Shall preside at all meetings of members;

b) May sign, with the secretary or other officer duly authorized by the membership, any deeds, mortgages, bonds, contracts, or other instruments the execution of which has been authorized by the membership, except in cases where the signing and execution of these instruments has been expressly delegated by the membership, by these by-laws, or to some other officer or agent of the corporation by law; and

c) Shall perform all other duties generally incidental to the office of chair and any other duties prescribed by the membership.

Section Seven. *Vice-Chair*. In the absence of the chair or in the event of the chair's inability or refusal to act, the vice-chair shall perform the duties of the chair and shall have all the powers of, and be subject to all the restrictions on, the chair. Any vice-chair shall perform additional duties assigned to him or her by the chair or

by the membership.

Section Eight. *Treasurer*. If required to do so by the membership, the treasurer shall:

a) Give a bond for the faithful discharge of the treasurer's duties in a sum and with surety or sureties deemed appropriate by the membership;

b) Have charge and custody of, and be responsible for, all funds and securities of the corporation;

c) Receive and give receipts for moneys due and payable to the corporation from any source and deposit all moneys in the name of the corporation in banks, trust companies, or other depositories selected by the membership; and

d) Perform all duties generally incidental to the office of treasurer and any other duties assigned to the treasurer by the chairman or by the membership.

Section Nine. *Secretary.* The secretary shall if required:

a) Keep the minutes of the meetings of members and of the membership, in one or more books provided for that purpose;

b) See that all notices are duly given in accordance with these bylaws or as required by law;

c) Be custodian of the corporate records and of the seal of the corporation;

d) Keep a membership book containing the names and addresses of all members of the corporation, and with respect to any membership which has been terminated, record that fact together with the date of termination; and

e) Exhibit to any member of the corporation, or to any member's agent, or to any person or agency authorized by law to inspect them, at all reasonable times and on demand, these bylaws, the articles of incorporation, the membership book, the minutes of any meeting, and the other records of the corporation.

Section Ten. *Assistant Treasurers and Assistant Secretaries.* The assistant treasurers and assistant secretaries, in general, shall perform duties assigned to them by the membership, the chairman, the treasurer, or the secretary of the corporation. If required by the membership, the assistant treasurers shall give bonds for the faithful discharge of their duties in sums and with sureties deemed appropriate by the membership.

## ARTICLE FIVE
## COMMITTEES

Section One. *Executive Committees.* The Executive Committee shall include the Chair, Vice-Chair, Treasurer, Secretary and immediate past Chair. The Executive Committee shall act as an advisory committee to the Chair and shall have and exercise the authority of the corporation in matters that may arise and require resolution prior to the next regular membership meeting. By majority vote of the members in office, the membership may, by resolution duly adopted, establish one or more additional executive committees, each of which shall consist of three or more members, which committees, to the extent provided by resolution, shall have and exercise the authority of the membership in the management of the corporation; provided, however, that the designation of and delegation of authority to committees shall not relieve the membership, or any member individually, of any responsibility imposed on the membership or any individual member by these bylaws, or by law. The Executive Committee shall have the authority to spend up to $10,000 (Ten thousand dollars) without prior approval from the membership.

Section Two. *Other Committees.* Other committees not having and exercising the managerial authority of the membership may be established by resolution duly adopted by majority vote of the membership. The membership may elect to appoint a committee formed by the membership or recommended by the chair. Non-members may serve on a committee as long as any action by that committee requires approval by the board. Any member may be removed by the chair when, in the judgment of the chair, the interests of the corporation would be best served by removal; said removal shall all be approved by the membership.

Section Three. *Terms of Office.* Each member of a committee shall continue as a member of the committee until the next annual meeting of members of the corporation and until his or her successor is appointed, unless the committee shall,

sooner abolished, or unless the member is removed or ceases to qualify as a member of the committee.

Section Four. *Chairperson.* One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members of the committee, and if no Chairperson is appointed, the members of the committee shall be required to elect a Chairperson from among the membership of the committee.

Section Five. *Vacancies.* Vacancies in the membership of any committee shall be filled by appointments made in the same manner as provided in the case of original appointments, and any member elected in this manner shall be elected for the unexpired term of his or her predecessor.

Section Six. *Quorum.* Unless otherwise provided in a committee's establishing resolution, a majority of the whole committee shall constitute a quorum, and the act of a majority of members present at a meeting at which a quorum is present shall be an act of the committee. Any member of a committee meeting without a quorum present shall be allowed to call for, and receive, an immediate adjournment of the committee meeting. At any committee meeting without a quorum present, the only items which may be addressed are those items requiring further approval of the membership, and any report, recommendation or advice resulting from a meeting without a quorum shall have the lack of quorum noted in any resulting report of the meeting.

Section Seven. *Rules.* Each committee may adopt rules and regulations for its meetings and the conduct of its activities that it deems appropriate; provided, however, that the rules and regulations are consistent with these bylaws, and provided further that regular minutes of all proceedings are kept. Each committee member shall be entitled to one vote.

## ARTICLE SIX
## CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section One. *Contracts.* The membership may, by resolution duly adopted, authorize any officer or officers, agent or agents of the corporation, in addition to the officers authorized by these bylaws, to enter into any contract or to execute and deliver any instruments in the name of and on behalf of the corporation. This authority may be general, or confined to specific instances.

Section Two. *Gifts and Contributions.* The membership or an executive committee may:

a) Accept on behalf of the corporation any contribution, gift, bequest, or devise of any type of property ("donations"), for the general and special charitable purposes of the corporation, on terms approved by the membership;

b) Hold funds or property in the name of the corporation or of nominee or nominees appointed by the membership or committee;

c) Collect and receive the income from funds, equity revenue income in economic development organizations, or property;

d) Devote the revenue received from the equity of such economic development organizations, or property back into projects as approved by the members within the designated service area that enhance the economic vitality and sustainability of the region.

e) Devote the principal or income from any other donations to benevolent and charitable purposes designated by the membership or committee; and

f) Enter into an agreement with any donor to continue to devote the principal or income from the donation to a particular purpose designated by the donor and after approval of the agreement by the membership or committee devote the principal or income from that donation according to the agreement.

Section Three. *Deposits.* All funds of the corporation shall be deposited to the credit of the corporation in Florida banks, Florida trust companies, or other Florida depositories selected by the membership.

Section Four. *Checks, Drafts, Orders for Payment.* All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by an officer or officers, agent or agents of the corporation and in a manner determined by resolution of the membership. In the absence of this determination, the instruments shall be signed by the treasurer or an assistant treasurer, and countersigned by the president or vice-president of the corporation.

## ARTICLE SEVEN
## MISCELLANEOUS

Section One. *Books and Records.* The corporation shall prepare and maintain correct and complete books and records of account and shall also keep minutes of the meetings of its members, membership, and committees, and shall keep at the registered or principal office~~r~~ a membership book giving the names and addresses of members entitled to vote. All books and records of the corporation may be inspected by any member, or the agent or attorney of either, or any proper person, at any reasonable time.

Section Two. *Fiscal Year.* The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

Section Three. *Corporate Seal*. The membership shall provide a corporate seal described as follows: *Circular seal, 'Northwest Florida Business Development Council, Inc.' circling around the center which reads, 'Corporate SEAL 2000 Florida"*

Section Four. *Waiver of Notice.* Whenever any notice is required to be given under the provisions of the Florida Not For Profit Corporation act or under the provisions of the articles of incorporation or the bylaws of this corporation, a written waiver signed by the person or persons entitled to notice, whether before or after the time stated, shall be deemed equivalent to the giving of notice.

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 20, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Commission Appointment to the 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 section 951.23(9), Florida Statutes, entitled, **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. 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 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.

Commissioner Kimblin E. NeSmith, J. D., has served in this capacity for the past year. Staff seeks Board approval to appoint a 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 that is approved by the County Commission.

**Options:**

1. Appoint a commissioner to serve on the Inmate Welfare Fund Committee.
2. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment:**

FS 951.23 County and municipal detention facilities; definitions; administration; standards and requirements.

# The 2024 Florida Statutes



**951.23 County and municipal detention facilities; definitions; administration; standards and requirements.**—

(1) DEFINITIONS.—As used in this section, the term:

(a) "County detention facility" means a county jail, a county stockade, a county work camp, a county residential probation center, and any other place except a municipal detention facility used by a county or county officer for the detention of persons charged with or convicted of a felony or a misdemeanor, regardless of whether such facility is operated by a board of county commissioners, a sheriff, or any other entity.

(b) "County prisoner" means a person who is detained in a county detention facility by reason of being charged with or convicted of either felony or misdemeanor.

(c) "County residential probation center" means a county-operated facility housing offenders serving misdemeanor sentences or first-time felony sentences. Such facilities shall provide or contract for the provision of the programs established under s. 951.231.

(d) "Municipal detention facility" means a city jail, a city stockade, a city prison camp, and any other place except a county detention facility used by a municipality or municipal officer for the detention of persons charged with or convicted of violation of municipal laws or ordinances, regardless of whether such facility is operated by a city or any other entity.

(e) "Municipal prisoner" means a person who is detained in a municipal detention facility by reason of being charged with or convicted of violation of municipal law or ordinance.

(f) "Reduced custody housing area" means that area of a county detention facility or municipal detention facility which is designed to hold a large number of prisoners in a dormitory or barracks-type setting. The area may or may not have a security exterior, limited access, or exterior walls constructed of canvas, cloth, or any material similarly flexible or woven, which is flame resistant and is supported by a structural frame of metal or similar durable material.

(2) COLLECTION OF INFORMATION.—In conjunction with the administrators of county detention facilities, the Department of Corrections shall develop an instrument for the collection of information from the administrator of each county detention facility. Whenever possible, the information shall be transmitted by the administrator to the Department of Corrections electronically or in a computer readable format. The information shall be provided on a monthly basis and shall include, but is not limited to, the following:

(a) The number of persons housed per day who are:

1. Felons sentenced to cumulative sentences of incarceration of 364 days or less.
2. Felons sentenced to cumulative sentences of incarceration of 365 days or more.
3. Sentenced misdemeanants.
4. Awaiting trial on at least one felony charge.
5. Awaiting trial on misdemeanor charges only.
6. Convicted felons and misdemeanants who are awaiting sentencing.
7. Juveniles.
8. State parole violators.

9. State inmates who were transferred from a state correctional facility, as defined in s. 944.02, to the county detention facility.

(b) The number of persons housed per day, admitted per month, and housed on the last day of the month, by age, race, sex, country of citizenship, country of birth, and immigration status classified as one of the following:

1. Permanent legal resident of the United States.
2. Legal visitor.
3. Undocumented or illegal alien.
4. Unknown status.

(c) The number of persons housed per day:

1. Pursuant to part I of chapter 394, "The Florida Mental Health Act."
2. Pursuant to chapter 397, "Substance Abuse Services."

(d) The cost per day for housing a person in the county detention facility.

(e) The number of persons admitted per month, and the number of persons housed on the last day of the month, by age, race, and sex, who are:

1. Felons sentenced to cumulative sentences of incarceration of 364 days or less.
2. Felons sentenced to cumulative sentences of incarceration of 365 days or more.
3. Sentenced misdemeanants.
4. Awaiting trial on at least one felony charge.
5. Awaiting trial on misdemeanor charges only.
6. Convicted felons and misdemeanants who are awaiting sentencing.
7. Juveniles.
8. State parole violators.
9. State inmates who were transferred from a state correctional facility, as defined in s. 944.02, to the county detention facility.

(f) The number of persons admitted per month, by age, race, and sex:

1. Pursuant to part I of chapter 394, "The Florida Mental Health Act."
2. Pursuant to chapter 397, "Substance Abuse Services."

(3) ANALYSIS AND USE OF INFORMATION; LISTS OF CONSTRUCTION PLANS.—The information shall be analyzed and evaluated by the Department of Corrections for comparisons of various categories between counties and may be used for the provision of technical assistance, upon request of the chief correctional officer. Such assistance may include, but is not limited to, enhancement of existing pretrial intervention programs and state reimbursement for operational, renovation, or construction costs for county detention facilities.

(4) COUNTY AND MUNICIPAL DETENTION FACILITY STANDARDS.—

(a) There is established the Florida Model Jail Standards Working Group to develop and maintain model standards for county and municipal detention facilities. The seven-member working group shall consist of:

1. Three currently elected sheriffs, appointed by the Florida Sheriffs Association.
2. A physician licensed in this state with at least 2 years of experience in correctional health care, appointed by the Florida Sheriffs Association.
3. A currently elected county commissioner, appointed by the Florida Association of Counties.
4. An experienced jail administrator of a county jail operated by a county, appointed by the Florida Association of Counties.
5. A psychiatrist licensed in this state with at least 2 years of experience in correctional psychiatry, appointed by the Florida Association of Counties.

(b) Each sheriff, county, city, or other entity that operates a municipal detention facility or a county detention facility shall adopt, at a minimum, the Florida Model Jail Standards approved by the working group with reference to all of the following:

1. The construction, equipping, maintenance, and operation of county and municipal detention facilities.
2. The cleanliness and sanitation of county and municipal detention facilities.
3. The number of county and municipal prisoners who may be housed therein per specified unit of floor space.

4. The quality, quantity, and supply of bedding furnished to county and municipal prisoners.

5. The quality, quantity, and diversity of food served to county and municipal prisoners and the manner in which it is served.

6. The furnishing of medical attention and health and comfort items to county and municipal prisoners.

7. The disciplinary treatment which may be meted out to county and municipal prisoners.

8. The confinement of county and municipal prisoners by classification and providing, whenever possible, for classifications which separate males from females, juveniles from adults, and felons from misdemeanants, and, in addition, providing for the separation of special risk prisoners, such as the mentally ill, alcohol or narcotic addicts, sex deviates, suicide risks, and any other classification which the local unit may deem necessary for the safety of the prisoners and the operation of the facility pursuant to degree of risk and danger criteria. Nondangerous felons may be housed with misdemeanants. Special consideration must be given to the appropriate housing of pregnant women as provided under s. 944.241.

9. Requirements for the inspection of county and municipal detention facilities and the penalties for noncompliance as provided in s. 951.2302.

Notwithstanding the provisions of the otherwise applicable building code, a reduced custody housing area may be occupied by prisoners or may be used for sleeping purposes as allowed in subsection (7). The sheriff or chief correctional officer shall provide that a reduced custody housing area shall be governed by fire and life safety standards which do not interfere with the normal use of the facility and which affect a reasonable degree of compliance with rules of the State Fire Marshal for correctional facilities.

(c) A county or municipal detention facility which stocks medicinal drugs in quantities other than individual prescriptions must obtain the services of a consultant pharmacist or dispensing physician and comply with the licensing requirements of chapter 465. A facility which has a valid license pursuant to chapter 465 shall have that part of its medical services relating to procedures for the safe handling and storage of medicinal drugs exempt from the inspection requirements of this section. A facility which maintains only individual prescriptions dispensed by a licensed pharmacist is not required to be licensed under chapter 465.

(5) FIRESAFETY INSPECTIONS.—The managing body of the county or municipal detention facility shall contract for the firesafety inspections of such facilities. The inspections must be performed by personnel certified by the State Fire Marshal's office as firesafety inspectors and must be performed at least once annually.

(6) REMOVAL OF PRISONERS TO ANOTHER COUNTY OR MUNICIPALITY.—

(a) When a court finds that county or municipal prisoners are detained in a county or municipal detention facility that does not meet minimum standards and requirements, the court may order the prisoners, or any part of them, removed to and confined in a county or municipal detention facility that does meet such standards and requirements, whether it is in the same county or municipality or in some other county or municipality.

(b) The expense of maintaining prisoners removed to another county or municipality under the provisions of paragraph (a) shall be borne by the county or municipality from which they are removed.

(c) Promptly upon the making of any order authorized by paragraph (a), copies thereof shall be sent to the officer in charge of the county or municipal detention facility from which the county or municipal prisoners affected by such order are required to be removed, to the board of county commissioners of the county or the city commissioners of the municipality in which such county or municipal detention facility is situated, and to the officer in charge of the county or municipal detention facility to which they are required to be removed. If the order requires the removal of county or municipal prisoners to a county or municipal detention facility in another county or municipality, a copy thereof shall also be promptly sent to the board of county commissioners of the county, or the city commissioners of the municipality, in which it is situated.

(7) USE OF REDUCED CUSTODY HOUSING AREA.—Any county detention facility or municipal detention facility may provide for the custody on a temporary basis in a reduced custody housing area of sentenced or unsentenced misdemeanants, nondangerous felons, or such other inmates who are determined by the sheriff or other chief correctional officer to not present a risk of escape or a threat to the staff, other inmates, or themselves.

(8) ASSISTANCE TO LOCAL GOVERNMENT.—Upon the request of a sheriff, or the chair of the board of county commissioners in a county in which the chief corrections officer is not a constitutional officer, the Department of Corrections may provide technical assistance to local governments in the design and implementation of offender classification systems, evaluation of construction and financing alternatives, the development of community service programs, and the use of mutual aid programs in jail-sharing efforts.

(9) INMATE COMMISSARY AND WELFARE FUND.—

(a) A commissary may be operated in the detention facility. If a commissary is established, then an inmate welfare fund shall also be established. The officer in charge will establish a procedure for providing commissary or canteen facilities or access to canteen items for the benefit of the inmate. The commissary or canteen shall not sell food that competes with the detention facility food program. It is recommended that inmates routinely carry no money and that a check-off system from their account be implemented. If money is permitted, a limit shall be set and all money in possession in excess of that limit shall be confiscated and deposited immediately in the inmate welfare fund, if there is one, unless it is needed as evidence in a trial or disciplinary hearing. If a detention facility does not have an inmate welfare fund, confiscated moneys shall be receipted and placed in the inmate's personal property or inmate bank account. A shopping list shall be developed and printed for the information of all inmates with the prices and special conditions governing each sale shown clearly on such a list. Valuable items purchased by inmates shall be added to their personal property list after purchase and marked for identification.

(b) Canteen prices shall be set so as not to exceed the fair market value for comparable products sold in the community where the facility is located.

(c) Expenses involved in the commissary operation, including compensation for commissary employees and gratuities for inmates who may assist such employees, may be paid from the profit.

(d) Profits from the commissary shall be used for overall inmate welfare, and an inmate welfare fund committee shall recommend what expenditures are to be made. Activities of the committee shall be reviewed by the officer in charge who shall have final authority on expenditures. It is recommended that the jail chaplain be a member of the committee.

(e) The officer in charge shall be responsible for an audit of the fiscal management of the commissary by a disinterested party on an annual basis, which shall include certification of compliance with the pricing requirements of paragraph (b). Appropriate transaction records and stock inventory shall be kept current.

(10) It is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, for a county prisoner or a municipal prisoner in a county detention facility to knowingly, on two or more occasions, violate a posted jail rule governing the conduct of prisoners, if the rule prohibits any of the following acts:

(a) Assaulting any person;

(b) Fighting with another person;

(c) Threatening another with bodily harm, or any offense against another person or property;

(d) Extortion, blackmail, protection, demanding or receiving money or anything of value in return for protection against others to avoid bodily harm, or under threat of informing;

(e) Engaging in sexual acts with others;

(f) Making sexual proposals or threats to another;

(g) Indecent exposure;

(h) Escape;

(i) Attempting or planning escape;

(j) Wearing a disguise or mask;

(k) Setting a fire;

(l) Destroying, altering, damaging, or defacing government property or the property of another person;

(m) Stealing (theft);

(n) Tampering with or blocking any locking device;

(o) Adulteration of any food or drink;

(p) Possession or introduction of any explosive, ammunition, firearm, or weapon;

(q) Possession of contraband;

(r) Misuse of authorized medication;

(s) Loaning of property or anything of value for profit or increased return;

(t) Possession of anything not authorized for retention or receipt by the inmate and not issued to him or her through regular institutional channels;

(u) Mutilating or altering issued clothing, bedding, linen, or mattresses;

(v) Rioting;

(w) Encouraging others to riot;

(x) Engaging in or encouraging a group demonstration;

(y) Refusing to work;

(z) Encouraging others to refuse to work or participating in work stoppage;

(aa) Refusing to obey a reasonable order of any staff member;

(bb) Unexcused absence from work or any assignment;

(cc) Malingering; feigning an illness or injury;

(dd) Failing to perform work as instructed by a supervisor;

(ee) Lying or providing a false statement to a staff member;

(ff) Conduct which disrupts or interferes with the security or orderly running of the institution;

(gg) Counterfeiting, forging, or unauthorized reproduction of any document, article, or identification, money, security, or official paper;

(hh) Participating in an unauthorized meeting or gathering;

(ii) Being in an unauthorized area;

(jj) Failure to follow safety or sanitation regulations;

(kk) Using any equipment or machinery contrary to instructions or posted safety standards;

(ll) Failing to stand count;

(mm) Interfering with the taking of count;

(nn) Making intoxicants or being intoxicated;

(oo) Smoking where prohibited;

(pp) Using abusive or obscene language;

(qq) Gambling; preparing or conducting a gambling pool; possession of gambling paraphernalia;

(rr) Being unsanitary or untidy; failing to keep one's person and one's quarters in accordance with posted standards;

(ss) Tattooing or self-mutilation;

(tt) Unauthorized use of mail or telephone;

(uu) Unauthorized contacts with the public;

(vv) Correspondence or conduct with a visitor in violation of posted regulations;

(ww) Giving or offering any official or staff member a bribe or anything of value; or

(xx) Giving money or anything of value to, or accepting money or anything of value from another inmate, a member of his or her family, or his or her friend.

Punishment for a violation of this subsection shall run consecutive to any other sentence.

(11) GANG STATUS OF INMATES.—A county or municipal detention facility may designate an individual to be responsible for assessing whether each current inmate is a criminal gang member or associate using the criteria in s. 874.03. The individual should at least once biweekly transmit information on inmates believed to be criminal gang members or associates to the arresting law enforcement agency.

**History.**—ss. 1-6, ch. 67-17; ss. 19, 35, ch. 69-106; ss. 1, 2, ch. 70-441; s. 2, ch. 71-113; s. 99, ch. 77-120; s. 117, ch. 79-3; s. 502, ch. 81-259; s. 1, ch. 83-33; s. 29, ch. 83-131; s. 17, ch. 85-288; s. 1, ch. 86-80; s. 1, ch. 86-235; s. 1, ch. 87-340; s. 78, ch. 88-122; s. 1, ch. 90-97; s. 28, ch. 91-225; s. 1, ch. 92-117; s. 46, ch. 93-39; s. 48, ch. 95-283; s. 31, ch. 96-312; s. 1880, ch. 97-102; s. 9, ch. 98-388; s. 3, ch. 99-361; s. 28, ch. 2000-157; s. 47, ch. 2010-117; s. 3, ch. 2013-80; s. 172, ch. 2014-17; s. 1, ch. 2022-108; s. 132, ch. 2023-8.

Copyright © 1995-2024 The Florida Legislature • Privacy Statement • Contact Us

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 21, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Tourist Development Council Gadsden County Board of County Commissioners Board Member

---

**Statement of Issue:**

Chairman Eric Hinson requested this item be placed on the agenda.

**Background:**

**Section 125.0104(4)(e), Florida Statutes- -**The governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the County Tourist Development Council.

**Analysis:**

The TDC is composed of nine members appointed to four-year terms by the Board of County Commissioners as follows:

- One member of the council shall be the Chairman of the Board, or any other member of the Board as designated by the Chairman, and who shall serve as vice chairman of the Council.
- Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied.
- Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax.

All members must be electors of the County. The number of terms served is not limited in Florida Statute.

On August 1, 2023, Board Chairman Kimblin NeSmith designated Commissioner Brenda Holt to serve a four-year term ending August 1, 2027, after being asked by Commissioner Eric Hinson did he want to serve since he was chairman. Chairman NeSmith directed Commissioner Holt to serve as the board's TDC member.

***Current Members:***

1. Commissioner Brenda A. Holt – Gadsden County Board of County Commissioners
2. Quincy City Commissioner Ronte Harris
3. Midway City Councilman Charles Williams
4. Councilman Jeff Dubree – Tax Collector / Whippoorwill Lodge
5. Councilman Peter Patel – Tax Collector / Hampton Inn
6. Councilman Carolyn Ford – Person of Tourist Interest
7. Councilman Linda Dixon – Person of Tourist Interest / Linshell's Boutique & Gifts LLC

***Vacancies:***

1. Two (2) - -Tax Collectors Hotel Owners/Operators or Tourism Industry

***Eligible Applicants:***

1. Tax Collector Hotel Owner/Operator
2. Tourism Industry

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Options:**

1. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment(s)**

None.

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 21, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Discussion and Direction of the Former County Administrator's Severance Pay

---

**Statement of Issue:**

This agenda item is presented to the Board of County Commissioners for discussion and to obtain direction regarding the severance pay for the former County Administrator.

**Background:**

At the request of Chairman Eric Hinson, staff has prepared this agenda item for direction regarding the former County Administrators' severance pay.

**Analysis:**

Staff is requesting Board direction on how to proceed with the severance pay.

**Fiscal Analysis:**

To be determined.

**Options:**

1. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment:**

County Administrator's Employment Agreement

# 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 2, 2024

**Date Submitted:** November 21, 2024

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

**From:** Roosevelt Morris, Interim County Administrator

**Subject:** Discussion and Direction Regarding the Interim County Administrator's Compensation

---

**Statement of Issue:**

This agenda item is presented to the Board of County Commissioners for discussion and direction regarding the Interim County Administrator's compensation.

**Background:**

At the regular Board meeting held on November 19, 2024, the Gadsden County Board of County Commissioners officially appointed Mr. Roosevelt Morris to serve as the Interim County Administrator. This appointment signifies a pivotal leadership role, entrusting Mr. Morris with not only the ongoing management of county operations but also the additional duties and responsibilities associated with overseeing the direction and daily functions of the County. As Interim County Administrator, Mr. Morris will play a critical role in ensuring the efficient delivery of services, fostering collaboration among departments, and advancing the Board's priorities to meet the needs of Gadsden County residents.

**Analysis:**

Staff requests Board direction on Mr. Morris' compensation as the Interim County Administrator.

**Fiscal Analysis:**

To be determined.

**Options:**

1. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment:**

None.

**ITEM TO BE ADDED 11.k.**

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 26, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Janice Harris, CFO

**Subject:** Board Approval of a Task Order with The Integrity Group to Assist the County to Comply and Meet Deadlines for FEMA Disaster Recovery Reporting and Completion of Florida-Recovery Obligation Calculation (F-ROC)

---

**Statement of Issue:**

This agenda item seeks Board approval Task Order (Attachment 1) with The Integrity Group (Integrity) to assist the County to comply and meet deadlines for FEMA disaster recovery reporting and completion of Florida-Recovery Obligation Calculation (F-ROC).

**Background:**

The County has outstanding FEMA Public Assistance (PA) project works orders and reimbursements related to damages and costs incurred from Hurricanes Helene and Debby. Local governments must also complete the Division of Emergency Management F-ROC forms to be eligible for future FEMA PA in the event of damages from future disaster events.

FEMA funds are unique and one-time based on declared disaster and allowable county expenditures for response and recovery. The County does not have staff with the experience to meet the FEMA and FDEM requirements and deadlines to close out reports and outstanding reimbursement associated with Hurricanes Helen and Debby nor to complete the F-ROC forms and documents. Since Integrity Group has handled Emergency tasks in the past, staff contacted Integrity and requested a draft task order and the cost of services to assist the County in complying with these activities.

The county is currently advertising for a Contract and Grants personnel and will be looking for someone that has experience with FEMA and FDEM reporting requirements.

Based on staff request, Integrity provided the attached Task Order in the amount of $18,600.00 for the following services:

**Scope of Services FEMA Disaster Recovery Services**

Provide professional consulting services regarding FEMA Public Assistance activities, as needed and requested.

- Coordinate disaster recovery funding projects related to old or new events including Hurricanes Helene and Debby.
- Collect and review damage and cost reports, and other records for Category A- Debris Removal, Category B - Emergency Protective Measures, and Category C - Roads and Bridges.
- Draft and submit Project Worksheets related to activities conducted in support of Gadsden County's response to Hurricanes Helene and Debby.
- In coordination with the County CFO, finalize and submit the County's Florida Recovery Obligation Calculation (F-ROC) application with required documents, reports, and surveys by February 7, 2025.

    a. Contractor will be responsible for completing the survey, collecting documents and reports, and entering/uploading them into the FROC portal.

    b. Should the County request the preparation of additional reports or documents, the contractor will provide an estimate of the time and costs required to research and prepare such items, pursuant to 2024-004; RFP-23-05 – Emergency Management Contractual Service. Prior to contractor initiating work on additional reports or documents, the County will provide a signed and executed Task Order.

Contractor Responsibilities as needed and requested

- Review documentation and materials related to FEMA claims and prepare recommendations regarding the cost-effectiveness of filing for public assistance.
- Ensure all forms and documentation are collected reviewed and reported in compliance with all local, state and federal regulations.
- Prepare and enter documentation, reports, and other materials specified by FEMA and FDEM reporting requirements.
- Work will be conducted during regular work hours, Monday through Friday. Work on tasks related to this task order will be conducted either at the County Administration building or at the contractor's facility as necessary. State and Federal holidays will be recognized and honored.
- Submit monthly invoices for services rendered, based on hours worked by assigned personnel. Copies of timesheets will be included with the invoice.

County Responsibilities

- Provide access to all documents, materials, reports, and records related Gadsden County's activities related to Hurricanes Helene and Debby.
- Provide access to all documents, materials, reports, and records related to Gadsden County's application to FDEM F-ROC program.
- Provide workspace as needed when working from County office space is necessary.

- Provide Access to Gadsden County electronic databases and records as appropriate and necessary to provide the services and tasks noted in this task order.
- Provide access to FEMA Grants Portal and FDEM FLPA.
- Ensure access to appropriate county officials and officers as necessary for meetings or calls regarding the task order.
- Preparation and administration of any required procurements, and contracts, and required approvals by the Gadsden County Board of County Commissioners and the County Administrator.

**Analysis:**

The County has a continuing services contract with Integrity entered into under RFP-23-05 for Emergency Management Contractual Service. The provision of disaster management services required and requested are consistent with RFP 23-05 and Integrity's contract. The County will forfeit any outstanding FEMA PA funds not in compliance with FEMA DEM rules and timelines. The County may not be eligible for future PA or waivers of the 25 percent match should the F-ROC forms and documents not be completed properly and submitted timely to the FEMA and FDEM.

Staff are therefore seeking Board approval of a Task Order with The Integrity Group to assist the County to comply and meet deadlines for FEMA disaster recovery reporting and completion of Florida-Recovery Obligation Calculation (F-ROC).

The cost of the services received from Integrity are subject to FEMA reimbursement.

**Fiscal Impact:**

The fiscal impact is $18,600.00, which will be paid from the General Fund. This expenditure is eligible for FEMA reimbursement.

**Options:**

1. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

1. Integrity Draft Task Order

**Date:** November 26, 2024

**Contractor:** The Integrity Group

**Contract #:** 2024-004; RFP-23-05 – Emergency Management Contractual Service; Issue Date, May 12, 2023; Closing Date, June 13, 2023

**Task Order #:** 2024-000X

**Project:** FEMA Disaster Recovery Reporting and Completion of the FDEM – Florida-Recovery Obligation Calculation (F-ROC

**Focus:** Grant Management Support for Gadsden County

**Tasks/Deliverables:**

This task order is for a limited time for the initial phase of disaster recovery activities related to damages and costs incurred from Hurricanes Helene and Debby; and, for the finalization of required reports and documentation related to Gadsden County's participation in the Florida Division of Emergency Management's "Florida Recovery Obligation Calculation (FROC).

**FEMA Disaster Recovery**
**Contractor will provide professional consulting services regarding FEMA Public Assistance activities, as needed and requested.**

- Coordinate disaster recovery funding projects related to old or new events including **Hurricanes Helene and Debby.**
- Collect and review damage and cost reports, and other records for Category A- Debris Removal, Category B - Emergency Protective Measures, and Category C - Roads and Bridges.
- Draft and submit Project Worksheets related to activities conducted in support of Gadsden County's response to Hurricanes Helene and Debby.
- In coordination with the County CFO, finalize and submit the County's **Florida Recovery Obligation Calculation (F-ROC)** application with required documents, reports, and surveys by **February 7, 2025**.
    a. Contractor will be responsible for completing the survey, collecting documents and reports, and entering/uploading them into the FROC portal.
    b. Should the County request the preparation of additional reports or documents, the contractor will provide an estimate of the time and costs required to research and prepare such items, pursuant to 2024-004; RFP-23-05 – Emergency Management Contractual Service. Prior to contractor initiating work on additional reports or documents, the County will provide a signed and executed Task Order.

**Contractor and County Responsibilities**

Contractor Responsibilities as needed and requested

- Review documentation and materials related to FEMA claims and prepare recommendations regarding the cost-effectiveness of filing for public assistance.

- Ensure all forms and documentation are collected reviewed and reported in compliance with all local, state and federal regulations.
- Prepare and enter documentation, reports, and other materials specified by FEMA and FDEM reporting requirements.
- Work will be conducted during regular work hours, Monday through Friday. Work on tasks related to this task order will be conducted either at the County Administration building or at the contractor's facility as necessary. State and Federal holidays will be recognized and honored.
- Submit monthly invoices for services rendered, based on hours worked by assigned personnel. Copies of timesheets will be included with the invoice.

County Responsibilities

- Provide access to all documents, materials, reports, and records related Gadsden County's activities related to Hurricanes Helene and Debby.
- Provide access to all documents, materials, reports, and records related to Gadsden County's application to FDEM FROC program.
- Provide workspace as needed when working from County office space is necessary.
- Provide Access to Gadsden County electronic databases and records as appropriate and necessary to provide the services and tasks noted in this task order.
- Provide access to FEMA Grants Portal and FDEM FLPA.
- Ensure access to appropriate county officials and officers as necessary for meetings or calls regarding the task order.
- Preparation and administration of any required procurements, and contracts, and required approvals by the Gadsden County Board of County Commissioners and the County Administrator.

**Project Staffing:**

The following staffing is approved to perform all the tasks outlined above. All time worked will be billed to specific activities related to these tasks. The cost of work related to disaster recovery funding will be eligible for reimbursement by FEMA. Modifications to this staffing will be made (increased or decreased) based on future workload. The Contract team will perform all tasks under the leadership of the Gadsden County CFO.

This task order is for a total of **three months, November 26 2024, through February 26, 2025.**
Total compensation for this project **will not exceed $18,600** contingent on access to necessary documents, reports, other related materials, and access to required FEMA and FDEM portals.

| Consultant Staff Name | Professional Title | Hourly Rate | Total Hours | Total Fees |
|---|---|---|---|---|
| Only one team member will be working on task order activities at a given time. | | | | |
| Lauren Scott ***or*** Sheila McGraw | Project Manager | $155 | 120 | **$18,600** |

| | | | | |
|---|---|---|---|---|
| **Total** | | | **120** | **$18,600** |

**Project staffing usually includes a project manager, grant manager, and an administrative staffer. In this instance, the project manager is the subject matter expert (SME) and will not only manage the project but will also complete the requested professional consulting support and assistance. Both Ms. Scott and Ms. McGraw are SME with issues related to FEMA, CDBG-DR, and the reports and documentation required by both FEMA and FDEM.

**Approved by:**

**Roosevelt Morris, Interim Administrator**
**Gadsden County**

_____
**Signature**

_____
**Date**

**Received by:**

**Gary Yates, President & CEO**
**The Integrity Group**

_____
**Signature**

_____
**Date**

**ITEM TO BE ADDED 11.I.**

# Board of County Commissioners
# Agenda Request

**Date of Meeting:** December 2, 2024

**Date Submitted:** November 26, 2024

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

**From:** Roosevelt Morris, Interim County Administrator
Janice Harris, CFO

**Subject:** Board Approval of a Task Order with The Integrity Group to Assist the County to Comply and Meet Deadlines According to US Treasury Rules for APRA Funds

---

**Statement of Issue:**

This agenda item seeks Board approval Task Order (Attachment 1) with The Integrity Group (Integrity) to assist the County to comply and meet deadlines according to US Treasury Rules for APRA Funds.

**Background:**

The County has $3,162,538 in unobligated ARPA funds which must be either spent or obligated (i.e., under contract or a purchase order issued pursuant to the County's Purchasing Policy and 2 CFR 200 PART 2). The Board re-prioritized unspent ARPA funds at the October 15, 2024, board meeting.

ARPA funds are unique and one-time in nature and the Treasury rules are complex for the proper and timely reporting, obligation, and expenditure of ARPA funds. Integrity has provided ARPA reporting to the US Treasury on behalf of the County in the past. In order to ensure the county meets the US Treasury's rules for compliance to meet the December 31, 2024, deadline for reporting allowable obligations and expenditures. Staff contacted Integrity and requested a draft task order and the cost to provide consulting services for assistance with complying with US Treasury rules and deadlines on an as-needed basis.

Based on the staff request, Integrity provided the attached Task Order in the amount not to exceed **$9,300**.00 for the following services, as needed:

**Scope of Services for State and Local Fiscal Recovery Fund (SLFRF) – American Rescue Plan Act (ARPA)**

- To provide support and assistance to the County in compliance with Treasury rules regarding the obligation and expenditure of funds, as needed and requested.
- Participate in phone calls and meetings as needed and requested.

- When needed and requested, review county ARPA documentation, materials and reports related to anticipated uses for remaining ARPA funding for salary expenditures occurring **after December 31, 2024**.
- When needed and requested, verify that remaining unexpended ARPA funding is properly obligated in compliance with federal SLFRF requirements, for anticipated salary expenditures occurring **after December 31, 2024**.
- When requested, work with the County CFO to recommend any changes to budget allocations related to ARPA funds for full compliance with all Federal, State, and Local guidelines.
- As requested, Assist the CFO with the development of presentations for the County Administrator and Commission related to proposed ARPA expenditures.

Contractor Responsibilities

Provide professional consulting services as needed and requested.

- Review documentation and materials related to remaining unexpended and unobligated ARPA funding related to anticipated obligations for salary expenditures occurring **after December 31, 2024**.
- Prepare annual SLFRF report documents and materials specified by ARPA guidelines.
- Work will be conducted during regular work hours, Monday through Friday. Work on tasks related to this task order will be conducted either at the County Administration building or at the contractor's facility as necessary. State and Federal holidays will be recognized and honored.
- Submit monthly invoices for services rendered, based on hours worked by assigned personnel. Copies of timesheets will be included with the invoice.

County Responsibilities

- Provide access to all documents, materials, and records related to remaining unobligated ARPA funding that is anticipated for obligations for expenditures occurring after December 31, 2024.
- Provide workspace as needed when working from County office space is necessary.
- Provide Access to Gadsden County electronic databases and records as appropriate and necessary to provide the services and tasks noted in this task order.
- Ensure access to appropriate county officials and officers as necessary for meetings or calls regarding the task order.
- Preparation of all budget material, obligation documents, and approval of same by the Board of County Commissioners and the County Administrator.

**Analysis:**

The County has a continuing services contract with Integrity entered into under RFP-23-05 for Emergency Management Contractual Service and other services to assist the County. The provision of ARPA services required and requested are consistent with RFP 23-05 and Integrity's contract. The County will forfeit any ARPA funds not in compliance with Treasury rules and timelines.

The previous time that the County utilized Integrity's services, there were concerns about the scope of services and the amount of funds charged by Integrity, as there were no clear lines established regarding the spending amounts. That issue has been resolved in this task

order. Staff has worked with Integrity to insure that there will not be costs overruns, as this is a "not to exceed price".
Staff does not have the personnel in place to perform these services, and therefore the services of Integrity are needed for compliance purposes.

Staff are therefore seeking Board approval of a Task Order with The Integrity Group to assist the County to comply and meet deadlines according to US Treasury Rules for APRA funds.

**Fiscal Impact:**

The fiscal impact is $9,300.00, which is an allowable ARPA cost and can be charged to the ARPA account.

**Options:**

1. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

1. Integrity Draft Task Order

**Date:** November 26, 2024

**Contractor:** The Integrity Group

**Contract #:** 2024-004; RFP-23-05 – Emergency Management Contractual Service; Issue Date, May 12, 2023; Closing Date, June 13, 2023

**Task Order #:** 2024-000X

**Project:** Professional Consulting Services for American Rescue Plan Act (ARPA)

**Focus:** Grant Management Support for Gadsden County

**Tasks/Deliverables:**

**State and Local Fiscal Recovery Fund (SLFRF) – American Rescue Plan Act (ARPA)**

- To provide support and assistance to the County in compliance with Treasury rules regarding the obligation and expenditure of funds, as needed and requested.
- Participate in phone calls and meeting as needed and requested.
- When needed and requested, verify that remaining unexpended ARPA funding is properly obligated in compliance with federal SLFRF requirements, for anticipated payroll expenditures occurring **after December 31, 2024, and during the 2025 and 2026 time period.**
- When needed and requested by the County CFO, provide a review all American Rescue Plan Act (ARPA) budget materials to ensure all remaining funding is **allocated and obligated to effective and allowable uses of ARPA funding by December 31, 2024**.
- When requested, work with the County CFO to recommend any changes to budget allocations related to ARPA funds for full compliance with all Federal, State, and Local guidelines.

**Contractor and County Responsibilities**

Contractor Responsibilities

The consultant will provide professional consulting services as needed and requested.

- Review documentation and materials related to remaining unexpended and unobligated ARPA funding related to anticipated obligations for payroll expenditures for programs occurring **after December 31, 2024**.
- Working with the CFO verify ARPA funding for unexpended funds are obligated and ready for reporting **by December 31, 2024**.
- Prepare annual SLFRF report documents and materials specified by ARPA guidelines.
- Work will be conducted during regular work hours, Monday through Friday. Work on tasks related to this task order will be conducted either at the County Administration building or at the contractor's facility as necessary. State and Federal holidays will be recognized and honored.
- Submit monthly invoices for services rendered, based on hours worked by assigned personnel. Copies of timesheets will be included with the invoice.

- Contractor shall identify all documents needed to the County prior to the issuance of a notice to procced by the County. This is not practical. Contractor does not have knowledge of documents and materials in possession of the County that could have an impact of the work to be performed.
- Contractor agrees not to begin performing services until a notice to proceed has been issued by the County.

County Responsibilities

- Provide access to all documents, materials, and records related to remaining unobligated ARPA funding that is anticipated for obligations for payroll expenditures occurring after December 31, 2024.
- Provide workspace as needed when working from County office space is necessary.
- Provide Access to Gadsden County electronic databases and records as appropriate and necessary to provide the services and tasks noted in this task order.
- Ensure access to appropriate county officials and officers as necessary for meetings or calls regarding the task order.
- Preparation of all budget material, obligation documents, and approval of same by the Board of County Commissioners and the County Administrator.

**Project Staffing:**

The following staffing is approved to perform all the tasks outlined above. All time worked will be billed to specific activities related to these tasks. Modifications to this staffing proposal will be made (increased or decreased) based on future workload. The Contract team will perform all tasks under the leadership of the Gadsden County CFO.

This task order is **through January 7, 2025.**
Total compensation for this project will not exceed $9,300 contingent on access to necessary documents, reports and other related materials. Contractor agrees to notify the County of documents needed and if the lack of documents shall affect the "not to exceed price" as timely as possible.

| Consultant Staff Name | Professional Title | Hourly Rate | Total Hours | Total Fees |
|---|---|---|---|---|
| | | | | |
| John Czernis | Project Manager** | $155 | 60 | $9,300 |
| | | | | |
| **Total** | | | **60** | **$9,300** |

**Project staffing usually includes a project manager, grant manager, and an administrative staffer. In this instance, the project manager is the subject matter expert (SME) and will not only manage the project but will also complete the requested professional consulting support and assistance.

**Approved by:**
**Roosevelt Morris, Interim Administrator**
**Gadsden County**

_____
**Signature**

_____
**Date**

**Received by:**
**Gary Yates, President & CEO**
**The Integrity Group**

_____
**Signature**

_____
**Date**

**RESOLUTION NO. 2025-008**
**(Declared Local State Of Emergency)**

**WHEREAS**, the Gadsden County Board of Commissioners met on September 24, 2024, and considered the substantial emergency condition which may be caused by Hurricane Helene, that became a category 4 hurricane and because of such, adopted Resolution No. 2024-036 declared a Local State of Emergency; **and**

**WHEREAS**, Hurricane Helene damaged property of citizens of Gadsden County; **and**

**WHEREAS,** on September 23, 2024, Governor Ron DeSantis issued Executive Order 24-208, declaring a state of emergency in multiple Florida counties, including Gadsden County.

**WHEREAS**, Pursuant to section 252.38, Florida Statutes, the County has jurisdictional authority over the entire county for emergency management purposes; and

**WHEREAS,** section 252.38(3)(a)(5), Florida Statutes, limits the duration of local states of emergency to 7 days, and

**WHEREAS,** recovery efforts in the county are not complete from the damage of Hurricane Helene.

**NOW, THEREFORE, BE IT RESOLVED AND DECLARED** as follows:

**BE IT RESOLVED,** that Gadsden County, Florida is hereby extends the local state of emergency adopted by the Board on September 24, 2024, declaring a Local State of Emergency, as provided herein.

**BE IT RESOLVED,** that due to the continuous existence of the emergency, due to Hurricane Helene, the Board of County Commissioners took action to adopt this Resolution without notice being published in local newspapers.

**BE IT RESOLVED,** that the Board of County Commissioners hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided by section 252.38, Florida Statutes; **and**

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, the County shall have the power and authority to carry on those activities set forth in section 252.38, Florida Statutes, including but not limited to: appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victim of any emergency; and direct and coordinate the development of the emergency management plans and protocols in accordance with the plans and policies set forth by the Federal and State Emergency Management agencies; and to appoint, employ, remove, or provide, with or

without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers; and

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, the County shall have the power to establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations; and

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, the County shall have the power to assign and make available for duty the offices and agencies of Gadsden County, including the employees, the property or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services for emergency operation services, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision; and

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, the County shall have the power to request State assistance or invoke emergency-related mutual-aid assistance by declaring a Local State of Emergency in the event of an emergency affecting only one political subdivision; and

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, the duration of this State of Emergency declared locally is limited to seven (7) days from the date of this Resolution; and

**BE IT RESOLVED, that** this Resolution extends Resolution 2024-036, and may be extended as necessary, in seven-day increments; and

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, pursuant to Chapter 2, Article II, Division 2, Section 2-42(f) of the Gadsden County Code of Ordinances, the County may call emergency meetings which bypass the notice conditions required by the Code. Such emergency meetings shall not be required to be held at the normal meeting times as set forth in the Code; and

**BE IT RESOLVED,** that while the Local State of Emergency continues to exist, the Gadsden County Board of County Commissioners hereby empowers the Chairman, or in his absence or unavailability, the Vice-Chairwoman, of the Gadsden County Board of County Commissioners (or their designated representative) with the following powers:

To appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers; and

To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations; and

To assign and make available for duty the offices and agencies of Gadsden County, including the employees, the property or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services for emergency operation services, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision; and

To request State assistance or invoke emergency-related mutual-aid assistance by declaring a local State of Emergency in the event of an emergency affecting only one political subdivision. The duration of this State of Emergency declared locally is limited to **seven (7) days**; it may be extended (or terminated) as necessary by the Chairman or Vice-Chairwoman of the Gadsden County Board of County Commissioners (or his/her designee), in seven-day increments, without further affirmative action from the Board; and

To take any additional action he (or his designee) deems necessary effectuate and promote the continued health and safety of the County while this state of emergency is in effect.

**EXPIRATION**

This Resolution shall expire as set forth hereinabove, except that if such State of Emergency is extended, this order shall also be deemed to extend for the duration of such extension. This order may be cancelled earlier by action of the Gadsden County Board of County Commissioners.

By Special Order of the Gadsden County Board of County Commissioners on this **12th** day of **November** 2024.

**BOARD OF COUNTY COMMISSIONERS**
**GADSDEN COUNTY, FLORIDA:**

**By:** _____
**Ronterious Green**
**Chairman**

**ATTEST:**

**By:** _____
**Nicholas Thomas**
**Clerk of the Circuit Court**

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT