

AT AN EMERGENCY SPECIAL MEETING OF THE BOARD
OF COUNTY COMMISSIONERS HELD IN AND FOR
GADSDEN COUNTY, FL ON NOVEMBER 23, 2020 AT
6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: Brenda Holt, Chair, District 4
Dr. Anthony "Dr. V" Viegbesie, Vice Chair, District 2
Eric Hinson, District 1
Kimblin NeSmith, District 3
Ronterious "Ron" Green, District 5
Dr. Henry Grant, Interim County Administrator
Clayton Knowles, County Attorney
Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE

Chair Holt called the meeting to order at 6:01 p.m., asked for moment of silence and then led in the Pledge to the U. S. Flag.

Amendments and Approval of Agenda

COMMISSIONER VIEGBESIE MADE A MOTION TO APPROVE THE AGENDA AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

CONSENT

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

1. **Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, Gadsden County BOCC, Leon County BOCC and Wakulla County BOCC Inter-Local Agreement**

ITEMS PULLED FOR DISCUSSION

CITIZENS REQUESTING TO BE HEARD (3-Minute Limit)

Chair Holt read aloud the COVID statement.

Due to COVID-19 and the efforts of the Gadsden County Board of County Commissioners to continue the practice of social distancing, Commissioners want to continue to hear from citizens under the Citizens Requesting to be Heard section of the agenda.

If citizens have any questions, comments, or concerns, please email

CitizensToBeHeard@gadsdencountyfl.gov and anticipate receiving a response within 48 hours.

The Board of County Commissioners would like to thank everyone for their patience and flexibility during this time.

Bishop Willie Green, 296 Bradwell Road, Quincy, FL 32351, appeared before the Board. He encouraged them to share the information regarding the status of the contract for the broadband. He said he understood there was one vendor and that vendor was working with them trying to resolve the issues of the contract. He hoped they could resolve the issues and he asked what the issues were and did not understand why they had not been resolved.

He said he was also concerned about the language between commissioners when things get heated. He asked them to remember they had the public listening and the meetings were being recorded and when they use terms that may be derogatory towards one another or make statements that may be across the line, while they mean no offense, there may be someone listening that may be offended by it. He asked they please be aware of the language and conduct they use toward one another.

Mark Glover
Chair Holt read aloud the email.
“Good evening Commissioners,

Phoenix Claims Consulting has worked with several public sector clients pot catastrophic storm damage to recover insurance funds. In the state of Florida, per Florida state statue, only licensed Public Adjusters or Attorneys can legally review/adjust an insurance claim for policyholders. We are very interested in performing a free no obligation review of your policy and assets. We are simply requesting a copy of the policy so we can provide you with an order of magnitude for the opportunity that exists for Gadsden County. The salient point is, if you were owed a good sum of money, would you want to collect it? As good stewards, I trust the answer is a resounding yes. We are available at your request.

PUBLIC HEARING

GENERAL BUSINESS

2. Broadband Contract

Dr. Grant introduced the above item and stated it was presented to the Board to provide results of the Broadband Services Project Request for Proposal and a proposed Contract with Figgers Communications, Inc. (FCI). He explained the Board allocated approximately \$900,000 for the broadband project from the approximately \$7.9 Million the County received in CARES Act funding. Procurement of all 25,000 hotspot devices (and associated monthly service) at the contract price would cost approximately \$1,765,000.00. He said Option 3, Board Direction, was the recommended option.

Commissioner Viegbesie said before they go into discussion, he had a question for the attorney and also wanted to register his position, which had not been a secret on this item. He stated there was only one applicant and, in that packet, it was determined to be lacking of three of the requirements that the bid required of service providers. 1) That the proposal must address who would be responsible for the ongoing costs associated with the device rental and wireless service; 2) Proposal should specify and provide an impact analysis, engineering grant or results of services tested in a remote area to ensure effectiveness and proper broadband endurance; and 3) The proposal should also address some of the other issues, which was why on the meeting of October 20th, (now) Chair Holt said the concerns should be addressed. He asked the attorney if those questions had been addressed and the information been provided before they get into the contract.

Mr. Knowles said one of the issues had been addressed in contract he proposed. He stated the County would be purchasing each device and then that would become the property of the qualified resident who received that device. The said the amount listed in the contract for device

rental or device receipt would be the purchase or procurement of that device. He added to answer the Commissioner's second question, he had not personally received that, he believed that FCI had two individuals and their attorney and Mr. Bebe on the line to address the concerns and were prepared to address those issues this evening.

FCI Attorney, Joycelynn Brown, appeared remotely and asked that the questions be repeated.

- 1) Who retains control or ownership of the devices;
- 2) Was any impact analysis done; and
- 3) In the October 14th meeting, three questions that were not addressed by the service provider, did not address how the device would be returned to FCI at the conclusion of the contractual term as specified in the RFP; the proposal did not address who would be responsible for the ongoing costs associated with device rental and wireless services as also specified in the RFP; and an impact analysis, engineering plan, or results of services testing in remote areas to ensure effectiveness and proper bandwidth endurance.

COO Germain Bebe appeared remotely before the Board. He stated:

- 1) Based on the Agreement they sent over in their negotiations with Mr. Knowles, they decided that the hotspots would remain under the care of the resident it was distributed to;
- 2) He said each hotspot will be given three months of service at the time of activation. For a one-time fee of \$32.00, a resident will be given three months of service; after that time, if they want to continue service, they will be responsible to renew with FCI. The County would not be responsible outside of contract terms of the three months. Commissioner Viegbesie said his concern was the CARES Act provision for this service ends December 30th, who would be responsible after that. Mr. Bebe said FCI would collect the rental fee for the device.
- 3) Commissioner Viegbesie stated the proposal did not provide an impact analysis engineering plan and the results of service testing in remote areas to ensure effectiveness and proper bandwidth endurance. Mr. Bebe referred him to their coverage map and to look at the service in the County and in most places it was adequate. He said in the last 60 days, they had FCI agents go into areas, Coonbottom, Robertsville at the Ga-FL border, Hardaway, St. Mary, St. Hebron, Scotttown and Dogtown, where they felt there were problem areas. They found in their testing, that it provided more than adequate service for those hotspots.

Commissioner Viegbesie asked the attorney if he had received those findings so they would be privileged to see the testing, as the RFP called for that to be provided along with the proposal.

Mr. Knowles stated he had not received that but maybe something FCI could provide, they might could give to Ms. Steele and she get it on-screen.

Mr. Bebe said he understood there were a number of concerns that the Board had and wanted to make everyone aware, most of the concerns were made to them very recently. If they had more time or adequate time to put together reports, he would have. He stated most of the communication with the County has been very spotty, there had been a great number of delays in speaking with anyone in addressing some concerns. He said he just recently were provided with the concerns the County had as recent as the 19th.

Commissioner Viegbesie pointed out the requests he was stating he just found out about, were actually part of the RFP, and were requirements that must be met, and was provided in the

packet and was specified in the RFP that should be met. He said he did not understand why it was a new story at this point of discussion.

Mr. Bebe said he did believe that the response to the RFP they sent in addressed all concerns that were asked. He added that was recently made known to him that they were not addressed.

Commissioner Viegbesie said the concerns were from the committee or group that received and evaluated the proposal and it just happened that FCI was the only one that submitted a bid and that was a concern.

Mr. Bebe said those concerns were not addressed with anyone at FCI after they submitted the bid, they had not heard anything from anyone up until the 19th.

Chair Holt asked for the conversations between Mr. Knowles and FCI.

Mr. Knowles stated he did not agree with Mr. Bebe's contentions, there had been numerous conversations back and forth. He added it was not his job to inform people until such time as he received direction from the Board. He informed them via email and was given a revised contract today at 9:00 am.

Chair Holt stated she thought it was in October, she asked and those things were listed on the comments on the analysis from the Manager; it was in the item and had in there what the things were. She asked him and the Manager to get with FCI to see what their response was.

Mr. Knowles said the original Board voted on October 20th, the next day he spoke with FCI and asked for a contract; it was provided the following Friday after the County's emergency meeting while he and the former Chair was in their Canvassing Board meeting; he informed Mr. Bebe that day that per Board instructions during the meeting on the 20th, there were concerns he had with regard to the contract and Chair Holt directed him explicitly and asked how they were going to address the problems and concerns. Mr. Knowles said it would be in the contract. He asked Mr. Bebe, per Board's instructions the following day to send a contract; he received it after the next emergency meeting. HE said that meeting took place on the 24th at the same time as the Canvassing Board because he had to appear via Zoom. Subsequent to that, it was insufficient for Mr. Bebe, he told Dr. Grant he wanted to call a special meeting. It was relayed to the Board; the Board decided via the Chair or Board members, to not have an additional meeting until November 17th. Prior to that on November 10th, Mr. Knowles sent Mr. Bebe an email with the revised contract with his revisions. The following Tuesday was...Chair Holt interjected and asked if his revisions included these things and Mr. Knowles responded yes, it included everything but the study, which was listed in the RFP. It dealt with the device return, ongoing costs and the only thing it did not deal with was the effectiveness and proper bandwidth that Commissioner Viegbesie spoke of earlier. Subsequent to that conversation, he received a revised contract from Ms. Brown on the 24th in advance of the meeting. That contract was also attached in the book and the contract he originally received from FCI was also attached. In addition, after that this morning, he received another amended contract and had not had a chance to review in full. He submitted, respectfully, he has done his due diligence, addressed concerns of the contract as directed by the Board. Last week he was directed by the Board to call FCI. Someone from his office spoke directly with Mr. Figgers and he told the Board he would contact them in writing to make sure all concerns for today's meeting were addressed. He did that the next day. He

believed that information was presented to FCI the last week and received a revised contract this morning. He further stated he responded to be best of his ability as soon as he could as directed.

Mr. Bebe said as far as communication-wise, he has been stumped with the communication he's had since October. A lot of what Mr. Knowles stated was correct, there were a few issues communication-wise he wanted to address. On October 21st or the day after, he reached out himself, he called Dr. Grant and received a return call from Mr. Knowles. Mr. Knowles asked that they provide their contract first and they did that. He was told there were concerns and he would need to address the concerns on the 17th. Mr. Bebe asked if there were concerns, to let him know right away so they could be addressed because the next Board meeting was 26 days away and they had not gotten approval for a project he felt was time sensitive and the Board had requested a certain level of service. He stated he sent that and did not get a response from that email; then sent an email to the County Administrator stating he needed a response from the County Attorney if he could intervene and perhaps call an emergency meeting to address the concerns and did not hear a response from that. On the Monday, he did call the Administrator again and was told it was out of his hands, that Mr. Bebe had to deal with the Attorney. He said his assistant made several calls and did not receive any response from Mr. Knowles until November 10th. He added he had a list of approximately five concerns from the County Manager and did not receive those concerns until November 19th. He said that had been a source of consternation for them. He said he could confirm that no-one spoke to Mr. Figgers or himself over the phone or by email.

Commissioner Hinson said the correspondence was asked for last Tuesday, if they could have a recess for 10 minutes, he would like to read the correspondence so he would know what was going on.

Commissioner Green said he wanted to be assured that the questions that were asked by Commissioner Viegbesie were answered so they could move forward; this has been lingering for much too long and they had to make decisions on which area they wanted to go in. He said his concern was the numbers part of it and they had not yet begun to discuss that because of trying to clarify communication. He stated he raised his hand to bring an end to the back and forth between Mr. Bee and the attorney because at this point, they need to move forward.

Chair Holt asked if Mr. Bebe heard the concerns of Commissioner Green for the answers to Commissioner Viegbesie's three items he asked about.

Mr. Bebe stated he felt he addressed: 1) one the resident has received the hotspot device, they would keep the device; once they have gotten service and the contract had ended, the County was not required to renew with Figgers or provide continued service, that was up to the resident to enter into a contract with FCI themselves or could take it somewhere else to continue service on that particular device, it was up to them. He said he provided within the proposal a map that showed the active coverage within Gadsden County as well as had field agents to check on concerned dead-spots.

Chair Holt asked Mr. Knowles if he had received the proposal and Mr. Knowles stated he received the response to the proposal several months ago and believed the Commissioners were given copies of that.

Commissioner NeSmith said he read over the contract the weekend, made notes, contacted Mr. Knowles with questions, while they were meeting this afternoon, he was given a new contract. He said based on the motion made last Thursday regarding drawing down the rest of the CARES funds, were they still under a deadline to have it done by December 3rd? He asked if they had additional time or were they still under the same deadline?

Chair Holt asked Dr. Grant when money drawn down, is that the last that can be drawn down? Dr. Grant stated yes. Chair Holt asked if the money included was to be used by December 31st? Dr. Grant said not if they drew it all down, they could go ahead into the next year.

Chair Holt asked the attorney if he had time to go over the proposed contract and Mr. Knowles stated he reviewed it and advised the Board to go with the contract they presented and was why he asked Ms. Brown to explain to the Board why she felt the revisions sent today was necessary.

Commissioner Green said Commissioner NeSmith asked one of his questions, do need to move forward and come to a conclusion. In Section 1.1.1. (2) stated that “individual does not presently have access to any high-speed internet service” and was one of the things they were asking to be a requirement in order to provide services.

Mr. Bebe said the concept was 1) FCI would provide 25,000 hotspots to Gadsden County residents; if they sign a waiver that they are qualified, which means 1) they are a resident of Gadsden County; 2) does not have access to a connection to high-speed internet; 3) the individual desired to be provided with a device; 4) that they understand that after December 30th, they would be responsible for payment of all services to FCI; and 5) that the services provided were provided with no warranty of any kind to the resident by the County and the continuation of said services can be terminated in the sole discretion of the County and be disconnected at any point without prior notice from the County. He said with regards to payment terms, they required a deposit up front and to pay upon termination of the contract for the rest of it, but also guaranteed service in the dead area deliverables by having a surety bond in place so if anything was to happen, so the County would be refunded the funds for anything unused.

Commissioner Green said his concern was, it stated “up to 25,000” and with the \$1.765 Million that they were agreeing to give for the contract, if they only had 10,000 people that utilized the devices or services, that meant up to the amount would be dropped down. Mr. Bebe stated yes, that was the reason for the surety bond; if they got to 17,000 or 10,000 and that was the end of it, the surety bond would kick in and guarantee the funds would be returned.

Commissioner Viegbesie said his position and concern regarding this item was not a secret. He stated he presented a very detailed position as to why he would not support this project as provided on the October 20th Minutes, which was very lengthy, listing the violations he saw would take place if they moved forward. He said:

“I would like to begin by prefacing my comment by saying I do not know Mr. Figgers personally and my opposition to this contract has nothing to do with Mr. Figgers. Rather my opposition is about the integrity of this County’s government.

Commissioners, I humbly and sincerely beg you not approve this contract as presented here today. This contract is dealing with spending the Coronavirus Aid, Relief, and Economic Security Act (aka CARES ACT) 2020; a FEDERAL GRANT FUNDS.

As I see it, approving this contract as presented could be fraudulent, mismanagement or misconduct related to Federal Government Contracts or Grant and thus tantamount to a blatant violation of Title 2 of the Code of Federal Regulations/Single Audit Procurement Act Part 200.323 (Title 2- Grants and Agreements Part 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS)

The current Federal procurement standards set by the Uniform Rules states that Non-Federal Entities, like the County, must perform some form of cost or price analysis in connection with every federally assisted procurement action. This section calls for including contract modifications that exceed the simplified acquisition threshold, whichever is currently set at \$150,000; including a degree of analysis that is dependent on the facts surrounding the particular procurement situation. This Board has been in a rush to award this contract to Figgers Communications for some reason(s) beyond my understanding.

Why the adamant determination and obligation to award this contract to this service provider even before the solicitation of bids was advertised?

Commissioners, I have heartburn and serious concern on a contract and a process that I see as a blatant violation of some sections of Title 2 of the Code of Federal Regulations/Single Audit Procurement Act, specifically part 200.323.

Commissioners, I urge you to not approve this contract as is without modifications that meet the requirements of all sections in Title 2 of the Code of Federal Regulations/Single Audit Act.

Madam Chair, I am requesting that, if we must vote, that the vote be carried as a roll call vote.

Thanks and may God save Gadsden County.”

Mr. Bebe said on page 4, they did a study and the response for broadband was overwhelming, almost 76% wanted broadband. He added that cities and counties across Florida had used COVID funds for technology expenses, including many of them just purchasing data cards. He said he felt they had done everything they could to over-extend themselves to supply devices at the best possible rate to the County. He said this undertaking was done at a very limited amount of time and said they were the only bidder. He said they had trimmed down the numbers as much as possible to bring the services to the County. He also said this had come to them at a great cost, it was not just getting the devices at a local Walmart, they had to manufacture them. He further

stated this was not an unusual agreement. This was happening all across the country as to when people would return to work and return to school. He added that he had never been quoted that statute or had any issue with regards to this type of deal.

Chair Holt asked the attorney if he had a chance to review the amended contract and if there were any differences in the one he had and the one he sent. Mr. Knowles said there were significant differences, i.e., payment terms were different; 50% of funds to be delivered upfront and the remaining 50% on or before December 30th. He stated he spoke with Ms. Brown today and informed her it might be a little hard for the County to make payment in 10 days, not just from the County getting an invoice, sending to the Clerk and the Clerk sending it back; he would like that pushed out to net 30 (Standard) before having to pay the 1 ½ % service charge. The 50 GB data cap was discussed but wanted for the record, there was 50GB that a person will get for each hotspot. He said he also had a problem with FCI charging \$10/per device for each additional 50GB of data consumed by qualified residents in a single 30-day period. He felt there needed to be something in place to cap that. He said if they were procuring 25,000 devices and 10% of those go over the data allowance, it would cost the County additional money. He said his main concern was making sure the money was handled correctly. With the Surety bond, Mr. Bebe said they would provide the bond but the contract states the County shall furnish a payment bond at least equal to the contract price.

Chair Holt asked if Mr. Bebe heard concerns about the device and the payment plan. Mr. Bebe said no device had that issue with overages. He said they were guaranteeing over 50GB. With the surety bond, they were prepared to provide the bond. Mr. Knowles stated the contract said the County would provide the bond. Mr. Bebe stated that must be a clerical issue; FCI would provide that.

Chair Holt stated the standard was 10 GB and they were willing to provide 50 GB and he said absolutely.

Mr. Knowles said his question with the payment terms they had discussed. Chair Holt said for them to hash it out. Mr. Knowles stated he did not agree with paying half upfront. Mr. Bebe said upon approval of this agreement, they started launching, unfortunately there was a gap in communication they were not expecting, but wanted everyone to understand they were looking to provide service to thousands of people within Gadsden County where services were not readily available. He said the only way they could guarantee quality was to manufacture the devices in-house and was using their own funds to get them here. He said in order to get them here by the deadline and to provide the quality that they would like, they would like to request a down-deposit of working funds to get them here and get them distributed as soon as possible.

Mr. Knowles said if they were going to continue the service through the next year and if they were procuring based on the contract the County drafted, as a citizen signed up, FCI gets paid. Mr. Bebe said that was not in the terms, they guaranteed a surety bond that whatever was not used, that was what the surety bond was for is to guarantee the County was safeguarded with the surety bond.

Mr. Knowles said his question was why pay for half upfront. He used as an example, if he went to Verizon and wanted to procure 25,000, would he give them half of the money to procure it upfront or pay them upon receipt. Mr. Bebe stated he would have to ask Verizon that. Mr.

Knowles said his concern was he had not heard any definitive answer as to why County was to pay half upfront. He said he never had a contract come across his desk where 50% was paid to a vendor upfront. Mr. Bebe asked him what a comfortable fee would be and Mr. Knowles stated zero. It would be on an as needed basis. Mr. Bebe stated that was not the agreement that was sent. Mr. Knowles said he knew what was sent by FCI, but it was his duty to the County as the County Attorney...Mr. Bebe stated he could assure them if they did business with Verizon, they would request all the money upfront. Mr. Bebe stated the County was asking for 25,000 devices and Mr. Knowles stated the County was not asking for that many devices, FCI offered to provide the County with that number. What he was asking was why should the County be responsible for providing devices that they don't necessarily need?

Mr. Bebe said they provided a study and felt that was the amount that the County was looking to have. He stated they were also the ones that took it upon themselves to take out a surety bond to make sure, if they were wrong and turned out the County only needed 10,000, there will be a refund.

Mr. Knowles said he would leave it to the Board.

Commissioner Hinson said he received information from the School Board about access to internet. He read aloud the information he had. He said right now, T-Mobile did not own local towers in the geographic areas and was another issue to think about. Chair Holt said that was one reason the companies did not bid. Commissioner Hinson asked if Integrity felt this process was legal. Commissioner Hinson said Integrity and the attorney said was ok to bid out this for broadband and the process was in line with COVID-19. Now there is a Commissioner stating that this process was illegal. He said they bid this out, not once but it was bid out twice.

Chair Holt asked the attorney the 50% of the money set aside for broadband was how much and he responded \$450,000. He then asked if from CARES Act and she stated yes, because there was other money the County was supposed to receive from HUD, she thought \$10 Million and Mr. Knowles stated that was for a separate project. She stated for the G5 (towers) that also affected the broadband in the County.

She said assuming FCI received \$450,000 and that was 50%, the County did not need 25,000, only needed 10,000 and there is 15,000 not needed; the surety bond would give the County the money back for those. Mr. Bebe said absolutely, there was a surety for the entire amount of the contract. She said that part was covered, she was concerned about the spots in the outlying areas that did not have internet. She said for example, she dropped a young lady off Saturday that got in trouble in school suspension because the internet dropped and they could not stay on and the teachers punished them because they thought they turned the computers off and she was very concerned. She said money was coming later on for this but they did not know when. She said she had no problem with going ahead with the contract as long as they know they could get the money back. She asked Mr. Bebe is a copy of the bond would be given to the County and he stated absolutely. She said before a penny was moved the County needed that surety bond. She stated she hoped they could get the internet up before Christmas and he said they were waiting to deploy. He said to also address what was just said about the calls dropping, Gadsden County was still under TDS and a lot had not been updated since 1996 and that was where you would see a lot of major carriers were not coming in because the field of operation could not provide that service. When they did their studies, the number of places mentioned that normally

had problems (mentioned before) they tested their satellite redundancy system for service; went out and spent extensive time there and was able to get service and was very confident that everyone would be satisfied.

Chair Holt said to Commissioner Viegbesie regarding his concerns about the Federal government and federal dollars, she was interested in getting some internet out there so if the Federal government wanted to show up, they could help because the County needed help.

Commissioner Viegbesie said his comments were already made. He wanted to respond to Commissioner Hinson's comment; yes, Integrity was saying that readvertising a single source provider would clear Title 2 CFR 200.318-320. He said his concern was Part 200.323 and Part 200.326. He said earlier, he may not be an attorney, but felt he understood that particular part of the Code using Federal monies for providing services. He said yes, Integrity said readvertising would take care of the first two parts of the process. He reiterated his concern was the last two parts he stated.

Commissioner Green asked FCI where their towers were and how did the County know they would work properly and how complaints would be handled; would they be aware of the complaints the consumers would have as it related to the particular devices not working or the towers not working. County they identify spots where the towers were located.

Mr. Bebe said they have two towers around Quincy and were also using a redundancy system and were able to bounce off almost every tower in the area, which was why their service would provide 99% coverage throughout the United States. He added if they would like, he could make that data available if they received customer service issues, he had no problem in reporting that to them. He said it was also in the contract they would provide seven days a week customer service from 8:00 am – 9:00 pm. He said they could also get someone dedicated on a chat line in which was available 24 hours a day, seven days a week.

Mr. Knowles asked the Board if the surety bond would need to be procured prior to the payment and Chair Holt stated yes; and he asked what number they were using for half of the payment amount. Chair Holt said 50% of the payment was...Mr. Knowles stated half of the contract was for \$1.765 Million. Chair Holt said that would be about \$850,000, and only if they had that money in the CARES Act. Mr. Knowles stated that would be \$882,000.

Commissioner NeSmith asked Mr. Knowles the payment turnaround was that extended to 30 days.

Chair Holt asked Mr. Bebe the turn-around time and said if 30 days, they had 10.

Commissioner NeSmith said they 3- or 60 days.

Chair Holt said not 60 because the Finance Department would not move like that.

Commissioner NeSmith said 60 days was more time and Chair Holt said yes, but the longer they lingered on it and he said 30 days was payment. Chair Holt said it would not take that long to write a check.

Dr. Grant said they had to receive the money first.

Chair Holt said yes and was why she said the CARES Act money must be arranged.

Commissioner NeSmith said he wanted to make sure the Department could move within a reasonable time within 30 days.

Chair Holt said should be, then asked Dr. Grant why would they not be able to move in 30 days.

Dr. Grant said because the procurement methods that was set up. Regardless if they had the money in the County to spend as they wanted, they still have to follow the same checklist.

Chair Holt said she knew what he was saying and he was not saying the payment was a concern, it was...

He said to make sure they had the money in the County, then the proper paperwork to go through the process with checking each thing out so it could be paid, the procurement process.

Chair Holt said she knew what that was but did not know it would be that slow.

Dr. Grant said he was not saying it necessarily would be that slow but he would rather have caution on the length of time rather than have the time shortened.

Chair Holt said it never dawned on her that after they had the...

Leslie Steele, PIO, interjected and stated Frederica Hamilton with Integrity was asking to be recognized.

Frederica Hamilton, Integrity, responded to deliverables regarding CARES Act. She said anything that was being purchased with CARES Act funds, has to be received in-house by December 30th, if there was anything received after December 30th, that contract and that money was voided and those funds would not be paid by the CARES Act.

Chair Holt said with that, even if the money was drawn down could not be. She repeated that before the County was told that with the funds drawn down could be used as they wanted. Ms. Hamilton stated only because this was a deliverable, they had to keep in mind that the County still has a Small Business Assistance Program that was running, applications (inaudible).

Chair Holt stated she understood that part, they needed to work on this part. Ms. Hamilton said the deliverables had to be received.

Chair Holt said they were back to doing this in a timely manner. They did not have 60 days, they had 30 days. Mr. Knowles stated 37, because the date was November 23rd (today).

Commissioner NeSmith asked if this was considered a deliverable and Chair Holt stated yes.

Commissioner Viegbesie said his question was, what he was hearing, was the County was about to go into the telecommunication business with regards to providing broadband services and

equipment to the citizens, elections and payment, etc. He said he felt for the County to go into that, they had to have permission of the license from the Public Service Commission to do that. He asked again if they were about to go into the telecommunications...

Chair Holt asked Mr. Bebe if he heard the Commissioner; were they paying him for the service after they get through. Mr. Bebe said only if they choose to do so, once the contract was up, it was up.

Chair Holt stated again, Gadsden County was not paying their internet bill, just like they would buy from Comcast or anywhere else, if they wanted to continue the service, they could continue the service. Right now, those people were getting no service so they needed to move on, one way or another.

Commissioner Green said for clarity, he heard Commissioner Viegbesie say he would not support this, but was this something that the previous Board had already agreed or voted on to do in reference to this vendor? He said he was interested in if they did not approve, what were the repercussions being only there was only one vendor.

Mr. Knowles said the way he understood it worked, they awarded the bid but they have to negotiate the terms, if they could not reach terms, there was no offer and acceptance, and did not have a contract. Certainly, there could be legal repercussions from that, but did not know if they were obligated to necessarily to it if it was not the will of the Board and was that way with any contract. He recommended the Board take action on the item however they chose and FCI could provide an amended contract based on what was discussed tonight and they could go from there.

Mr. Bebe said with the concern of payments, one reason they asked for it to be structured the way it was because they were required to deliver all the devices within 30 days. They have taken on the expense, because it was approved and they had to move forward well over 20 days ago so they had to move quickly to get this out. That was one of the reasons they had the payment structured the way it was. He stated they were talking over \$1 Million worth of devices.

Commissioner Hinson called the question.

Chair Holt stated the motion had to be made first.

Commissioner Hinson made the motion to call the question.

Chair Holt said there had to be a motion made first because there was no motion on the table.

COMMISSIONER HINSON MADE A MOTION TO APPROVE THE ITEM WITH ALL NECESSARY CHANGES.

Mr. Knowles recapped and stated; the FCI contract with the exception of the surety bond language would be changed by FCI to indicate FCI will provide the surety bond in the amount of \$1.765 (total amount of the contract) with half of the contract payable within 30 days or 10 days. Chair Holt said to Dr. Grant he said 60 days and Mr. Knowles suggested they take Thanksgiving away and say 30 days. Mr. Knowles also clarified that was \$882,500 within 30 days or 10 days,

for the Board to correct him of the signing of the contract, under the condition that all CARES Act money needed to be received prior to payment; three (3) months' worth of service; He said there was one concern that was not addressed that the Commissioners were concerned about, FCI wanted the attestation and the applications to be all on-line. Ms. Brown said not necessarily; they were trying to think about a better means to streamline the information and it was brought up today there were some areas of the community that did not have access to the internet and this may not be possible. She added the concern was who they made sure they got that. She said the option could be that individuals could submit the attestation on paper format or on-line. Mr. Knowles stated once those were submitted, it would be submitted to the County for payment.

Chair Holt asked Commissioner Hinson if he heard what the attorney said and he stated yes. She asked if that would be included in his motion.

Mr. Bebe said they were aware of the upcoming holiday and would take into account the Thanksgiving Day and could add one or two more days if that would help.

Chair Holt stated she wanted to know and was unsure if it would make a difference, the contract had to be agreed to before the 31st of December. She added she did not know if a payment had to be made by then. She then stated that was for 30 days, approximately 30 days.

Mr. Knowles stated they could start delivering and the County could pay them. He restated that 1.5% of \$882,000 was \$12,000 and felt the Board would be a little more comfortable if after 30 days that lump be paid but if it could be paid quicker, it would be paid quicker. Chair Holt asked about the 1.5% and Mr. Knowles stated he was referring to the late fees.

Chair Holt asked Commissioner Hinson if he heard the adjustments and he stated yes, along with the 30 days the attorney just stated.

CHAIR HOLT MADE THE SECOND.

Ms. Hamilton said a correction on the date was December 30th for contract purposes.

CHAIR HOLT CALLED FOR THE VOTE.

COMMISSIONER HINSON	YES
COMMISSIONER NESMITH	YES
COMMISSIONER GREEN	YES AND SAID WAS NOW MORE COMFORTABLE WITH SURETY BOND IN PLACE IN CASE ALL 25,000 DEVICES WERE NOT UTILIZED
COMMISSIONER VIEGBESIE	NO
CHAIR HOLT	YES

MOTION PASSED 4-1

3. County Administrator Position Discussion and Action

Dr. Grant introduced the above item and stated it was for discussion and action.

Mr. Knowles said the original contract in the packet was the same that was presented to all other candidates previously as well as Mr. Dixon's proposed amendments. He explained Florida Statute only allowed for him to be provided for 20 weeks' severance pay. Mr. Dixon was requesting a car allowance of \$600/month for gas and insurance; health insurance with family coverage; FRS; vacation/sick leave, max time allowed; roll-over from employer; bringing over time from employer; termination without cause-60 days' notice with severance beginning after notice completed-all benefits continue thru severance period; termination with cause-allegations outside scope of work to be proven in Court of competent jurisdiction; paid professional development memberships and fees to be determined by Manager. He asked for some clarity on how to deal with termination with and without cause for the Board's protection and Mr. Dixon's protection. He suggested if he is convicted or pled guilty to a felony or misdemeanor, the Board would have discretion to terminate his employment or if in violation of a County Ordinance or rule, the Board has discretion to terminate for cause; if the Board didn't like how he was doing, that would be a termination without cause and he would be entitled to severance. He said Mr. Dixon accepted the salary and was ok with \$105,000.

Commissioner Green said a change he would like to see is the terms in reference to 5 years. He stated he did not want to be stuck with a 5-year contract and they have to make changes and take precautions. He would like to shorten time to 3 years as opposed to five years. Mr. Knowles said they also talked about non-renewal. He added the way the contract currently read, if the County failed to non-renew the contract at the end of the term, it automatically renewed. He suggested they give him at least 60-90-days' notice of that intent if they chose to non-renew and if the non-renewal took place, there would be no severance.

Chair Holt said she wanted to give the same contract offer.

Commissioner NeSmith said he was in agreement with a shorter term of two years as well as the 60-90 days' notice prior to expiration in case they decided they wanted to move on. He also wanted to add additional discussion he had with the attorney and asked for clarification from Board because he felt they needed to approach it in a different way. He said under **Section 2, Duties; At-Will Employment** what was his duties? He stated if they did not have goals and objectives for the County Administrator, what would they review? He stated they needed to develop a plan for what they wanted the Administrator to do because it was unfair for him to come into a job and there was no guide provided.

Chair Holt said there are and they did establish goals and objectives, they were done when Mr. Presnell was here, they have not been followed. Commissioner NeSmith asked if they could incorporate those into the employment agreement. Commissioner NeSmith said need to provide him with as much guidance as possible.

Chair Holt said she did not think that would work with the legislative session but she agreed with him.

Commissioner NeSmith said even with the legislative session that was before them, he still had no guidance.

She said it was here, it was upstairs.

Commissioner Green said his question was answered, it was available.

Commissioner Viegbesie said there were two things, one of which Commissioner NeSmith alluded to. He shared they developed the mission statement, but they did not discuss or develop a performance evaluation. He further stated if Mr. Dixon was asking for car allowance, did that mean he would not have access to a County vehicle. He said if he had access to a County vehicle, then he should not be given a car allowance. He suggested what all other administrators have done, use a County car. On termination with cause, they absolutely need a performance evaluation if that was going to be one of the causes for termination. He stated if they needed to schedule a retreat and develop a performance evaluation, or if there was one already in place, they could quickly revise for individual review of it, they needed to develop one as expeditiously as possible.

Chair Holt said they voted on objectives and goals and it needed to be pulled for the Board.

Mr. Knowles said he thought they could execute the contract tonight and made amendments later to incorporate what Commissioner NeSmith was saying after the workshop.

Chair Holt said Commissioner Green stated three years, she said five and asked if they could split the difference to four. Commissioner Green said he felt they should vote on the contract for Mr. Dixon to serve three years.

Chair Holt said he was in the audience.

Ed Dixon appeared before the Board. He said the attorney told him, they discussed the severance and was eight months. He said he had no problem with 3 years, he serves at the pleasure; 2) He knew they were looking for stability and he was committed to that and did not want the contract to be a problem. It was his personal preference to use his own car because there were things that would happen at night and his family might be in the car and he would have to explain why so he was insistent on that. He stated he was good with everything else and they would develop a work plan for goals of the county. He said they needed to be on one page from the beginning as to how to develop.

Mr. Knowles asked for Mr. Dixon to get him the vacation and sick time.

COMMISSIONER GREEN MADE A MOTION TO ACCEPT THE AGREEMENT BASED ON THE CHANGES AND CHAIR HOLT MADE THE SECOND.

Commissioner NeSmith asked if Commissioner Green would accept a friendly amendment and asked the attorney if they had a succession plan and how long before he would start. Mr. Dixon said he could start Monday.

Chair Holt asked how long Dr. Grant would be there.

Chair Viegbesie said the other item they suggested was a succession plan, if they had developed, this would not be an issue. He added Mr. Dixon was experienced; was a President of Florida Association of Counties; but was now the County Administrator and did not think it was appropriate for him to be a sixth member of the Commission in developing the succession plan

for the position he now held. But during the discussion, he could feel free to interject his knowledge and experience.

Chair Holt stated they needed to look at the contract; they would meet the first Tuesday of December and thought it would make sense to move expeditiously and get their legislative agenda out and narrow down to five items and they would be ready for January.

CHAIR HOLT CALLED FOR THE VOTE.

THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE MR. DIXON AS THE COUNTY ADMINISTRATOR.

Commissioner Viegbesie said he had known Mr. Dixon for a while, since he was with the Department of Justice; he appealed to him since he was a Commissioner, has chaired the Commission multiple times, has chaired the Florida Association of Counties, had multiple years of ethics certification and hoped he would put into place his knowledge of ethics with regards to separation of power. He said Mr. Dixon was the executive branch, (the Board) was the legislative branch and no Commissioner should be coming to him to tell him who to hire and who to fire. He said he knew that was a violation of ethics in the State of Florida. He said he was trusting that he would do his job as the Chief Executive Officer and tell them to stay in their lane.

Mr. Dixon thanked him for that and said he made it his business to not enter there and promised them he had the greatest belief in the system. He thanked Commissioner Viegbesie for stating that publicly and said it could be a problem but would not be a problem for them.

Dr. Grant thanked the Commission for the opportunity to serve Gadsden County once again and for Commissioner Hinson who nominated him to do the job.

Chair Holt said did they did not discuss Mr. Dixon's starting date. Mr. Dixon stated he could start Monday and she said they did not discuss if there would be an overlap of Dr. Grant and Mr. Dixon. Mr. Dixon said he could start Monday. Dr. Grant said he was available as long as Mr. Dixon needed him.

Chair Holt said there would be a cost to that and asked the Commissioners if they wanted to look at two weeks or four weeks...

Commissioner Viegbesie said when a person was in the position as Chair, they become more aware of the goings-on. There were a lot of t's to cross and l's to dot. He added he did not think it was something they needed to rush into. They have in the budget money for an Assistant Administrator and if they could carry the transition for 30 days, he thought that would be a good thing.

Commissioner Hinson said he concurred with Commissioner Viegbesie and they needed to give him time. He said Dr. Grant brought a wealth of knowledge. He suggested until Mr. Dixon found an Assistant Administrator, 2-3 months (then said 3-4 months) because Mr. Dixon might need help on some items.

Commissioner Green agreed with Commissioner Viegbesie, said he knew his salary for being Interim County Administrator was more than an assistant would make and felt they needed to cap it at 30 days.

Commissioner Nesmith said he concurred with 30 days.

Commissioner Hinson said the former Assistant County Administrator was making \$96,000 and was about the same Dr. Grant was making.

Commissioner Viegbesie asked Dr. Grant if he would allow the HR manager, he understood there was already applications for Assistant Manager. Dr. Grant said Mr. Dixon could look at the applications and see if they fit for him.

COMMISSIONER GREEN MADE A MOTION FOR 30 DAYS AND COMMISSIONER VIEGBESIE MADE THE SECOND. COMMISSIONER NESMITH HAD A QUESTION.

Commissioner NeSmith asked if the attorney would make the contract that starts on Monday; Dr. Grant will stay in the County's employ for 30 days from Monday and Chair Holt said yes.

CHAIR HOLT CALLED FOR THE VOTE. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

COMMISSIONER GREEN STATED HE HAD A CITIZEN THAT MADE IT TO 100 YEARS AND MADE A MOTION FOR A RESOLUTION FOR EDNA MAE ROBINSON AND COMMISSIONER VIEGBESIE MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

He wanted to give his email for the public and it is rgreen@gadsdencountyfl.gov.

Commissioner Hinson said he had received phone calls about Waste Pro and there were things that needed to be addressed.

Chair Holt asked he call Dr. Grant concerning that.

Commissioner Viegbesie said to add for discussion the issue with Waste Pro because he also had gotten a lot of calls and that needed to be on the agenda to come before them on the December 3rd meeting.

Chair Holt asked why the CBOR was pulled from the agenda. Dr. Grant said there was some language changes in what was being presented and it had not gone before the Planning Board before.

Gadsden County Board of County Commissioners
November 23, 2020 – Emergency Special Meeting

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HOLT DECLARED THE MEETING ADJOURNED AT 8:19 P.M.

GADSDEN COUNTY, FLORIDA

**BRENDA A. HOLT, Chair
Board of County Commissioners**

ATTEST:

NICHOLAS THOMAS, Clerk