

AT A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON APRIL 7, 2021 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
Edward J. Dixon, County Administrator
Clayton Knowles, County Attorney
Marcella Blocker, Deputy Clerk
Hannah Pope, Clerk's Office

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

Chair Holt called the meeting to Order at 6:00 p.m., asked for a moment of silence and then led in the Pledge of Allegiance to the U. S. Flag.

CITIZENS REQUESTING TO BE HEARD (3-Minute Limit)

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.

Commissioner Green read aloud the COVID statement.

Chair Holt asked Board members to take note, they were now open to the public and if citizens wanted to send in comments to the email account, they will no longer be read in public. The public can now appear in person in chambers and it will allow the Board to move on with the Agenda.

Chair Holt then stated that Bishop Green wanted to speak.

Motion to Approve the Agenda

UPON MOTION BY COMMISSIONER GREEN AND SECOND MADE BY COMMISSIONER NESMITH, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA.

Commissioner Viegbesie made a comment regarding Citizens Requesting to be Heard and felt by not reading what citizens sent in if they were unable to come, from his personal opinion, was impeding them from participating in the democratic process. If they were going to be effective of the democratic process, citizens who have a say should be given an opportunity to come either in person or in writing and what they have stated should be read into the record and let other citizens hear what that citizen had to say about their government. In his personal opinion, he thought they should continue what they were doing in order to improve and to increase democratic citizens participatory providence.

Bishop Willie C. Green, 296 Bradwell Road, Quincy, FL
(Chair Holt never gave the citizens the opportunity to speak)

GENERAL BUSINESS

1. Approval of Ceres Environmental Services for Emergency Debris Management Services

Mr. Dixon stated they had the issue of Ceres Environmental Services being presented by the Attorney.

Mr. Knowles introduced the item and stated this was the second contract for their debris removal and was a very similar contract as was approved the previous night.

UPON MOTION BY COMMISSIONER GREEN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONTRACT.

2. Proposed Broadband Services Agreement Addendum

Mr. Dixon introduced the above item and gave a brief synopsis. On January 5, 2021, BOCC voted to award FCI a broadband contract and from that, staff was directed to work with FCI to get the program up and running. Around the beginning of February, the County contacted FCI about the deliverables that were in the contract and requested verification of the devices they were to deliver to the County. In early February, the County arranged for the new Assistant County Administrator, Georgette Daniels, to visit their warehouse in South Florida. That opportunity was missed as representatives from FCI were out of town. The County reached out again in an attempt to verify the units up to 25,000, as required by the contract and was unable to do so a number of times. The County has been in constant conversation with them via Zoom and phone calls and have come to a point where they agreed to either bring the devices here or the County would go there to do a verification. All the opportunities were missed. The last meeting was held via Zoom and submitted an Addendum back and forth. He stated with everything that has been submitted, the County only had one issue and that was delivery and verification of the hotspots. To that point, if them bringing the devices here was a problem, the County offered to travel to where they were being stored. He said that was the only way the County could verify they had taken delivery of that product and then be able to submit then for payment. On February 19, 2021, FCI began distributing the hotspots. In consultation with the Attorney, the County issued a cease-and-desist letter, reached out to FCI on Saturday, subsequently met through Zoom, traded addendums on how they could resolve the situation as the contract stated “up to 25,000” and if they wanted to submit less than that, the County was willing to verify them and submit payment. He stated the County has done everything they knew to do to make the contract go and got no cooperation. He said they last spoke with the COO on March 16, 2021, again thought they had an understanding for verification and was prepared to go wherever they deemed necessary. They were making the arrangements; the County later got an email that he had met with his staff and did not think that was a good idea. At that point, in consultation with the County Attorney, they decided at that point, they had exhausted all avenues and decided to bring this issue back to the Board. Subsequently, documents have been submitted, including attestations for the second part of the contract. The first part of the contract was about delivery of the units and the County was prepared right now, if the Board granted them the opportunity to deliver the hotspots by Monday at 6:00 p.m., they County will be there to verify deliverables and to verify it was indeed what the County had purchased and

the contract can go forward. He added there was no animosity in the contract. The only issue was verification of delivery of the hotspots. He added the County was set and ready to do as the Board has directed, make this campaign go, but in order for the County to maintain their end of the contract, it was important for them to verify and take delivery. It was no different than verifying what was purchased from any other vendor.

Chair Holt said for them to consider from this today on. They have a signed contract by both parties. Move from now forward because then they were talking about remedies. She said the Administrator has said verify, contract says invoice, statements were made about areas of need where the internet was needed and they need a date certain.

Commissioner Viegbesie said he truly wanted this issue resolved and respectfully asked them to indulge him. He then made a disclaimer that he did not personally know nor had he ever met Mr. Figgers. He added his statements today were strictly on process and for clarification of his concerns.

Commissioner Viegbesie

Mr. Attorney, I think the questions I have today I think will be directed to you for clarification and answers, if you (inaudible) for me to ask of you three or four questions. Do you want me to ask the three or four questions before you answer them or you want me to ask then one by one for you to answer them, then we will get there when we get there?

Mr. Knowles

Let's do one by one, Commissioner, dementia runs in my family and will give me an opportunity...

Commissioner Viegbesie

Mine to. First of all, to you my fellow citizens of Gadsden County, the Office of the County Clerk was created to carry out certain statutory duties & responsibilities.

Article V, Section 16 of the Florida Constitution states:

"There shall be in each county a Clerk of the Circuit Court who shall be selected pursuant to the provisions of Article VIII, Section 1 and Article VIII, Section 1(d) of the Florida Constitution and states:

"The Clerk of the Circuit Court shall be Ex-Officio Clerk of the Board of County Commissioners, the Auditor, the Recorder and Custodian of all county funds, which means the Clerk is the comptroller, the CFO.

So, Ladies and Gentlemen, you see that the Florida Constitution, with its relevant Statutes, holds the Office of the Clerk responsible for its statutory actions.

Now, Mr. Attorney, here are my questions. But before I go through those questions, my understanding of the Office of the Clerk of the Court and his statutory requirements, did I state them wrong, if you think I did, please correct me."

Mr. Knowles

My understanding, Commissioner, I have no reason to doubt that.

Commissioner Viegbesie

Now, here are my questions. From the item we have at hand, this is for your legal opinion.

- 1) If this contract as provided with the addendum, at this time is approved, in your legal opinion, will the proposed upfront payment be a violation, due to the restrictive powers imposed on the County's Clerk by Florida Administrative Code Rule 69I-40.120 on "Advanced Payments"?

Mr. Knowles

Commissioner, yes, the proposed contract by FCI includes a \$500,000, what I would consider an advance payment that would run afoul of 69 and do not have the exact cite in front of me, but believe that was what the Clerk cited to in his Memo, so that would be correct. Yes.

Commissioner Viegbesie

My other question is:

- 2) If this revised version of the contract is approved, in your legal opinion, will this Board need a budget amendment to pay for the storage, insurance and security of the devices?

Mr. Knowles

So, again, if the proposed contract or addendum, sorry, from FCI is yes; they are requesting that the County pay for the rental, storage, insurance and safety of the devices and we would more than likely need a budget amendment to cover that because that is not in the 1.67, 765 I mean. That would be accurate. Yes.

Commissioner Viegbesie

My third question is:

- 3) If this version of the contract is approved, what is the probability of the County being sued by the service provider if the proposed amount is not paid within the stipulated time? The reason why I'm asking this is, based on the Memo that came from the Clerk earlier this year with regards to the Florida Statutes that I have just referred to, which I have taken a look at and that actually raised my concern as to the direction we are going with this process. That is why I'm asking for clarification.

Mr. Knowles

So, just so, I can't speak to it, there have been threats of litigation from FCI. If we did enter into that addendum, we could potentially get sued. We could be in a position where we breached the contract; because the Clerk already said he will not make advanced payments. So, if we don't pay, we could get sued. There is a possibility and a likelihood that FCI could exercise those rights if they are not paid for delivery of the devices. Yes sir.

Commissioner Viegbesie

So, Madam Chair and fellow Commissioners, that is my concern and that is my position on it. I want this issue resolved. I think it is acting like an albatross dragging this commission down. Let us find a way to resolve it and resolve it legitimately with integrity to the name of this County and the role we play as County Commissioners representing this government.

Chair Holt

OK, I think the albatross partially is on our side also. Mr. Administrator...

Mr. Dixon

We are not putting forth any addendum. We are back at the simple contract that we would like to see verification and delivery. There is nothing else on the table.

Chair Holt

I was about to say the same thing. The addendum does not go with the contract. In order for the addendum to be effective, both sides had to agree, and we have not agreed. That is not part of this proposal tonight. So, we do not have to worry about the movement of money from the budget, we don't have to worry about that. You can be sued for not servicing this contract and then whoever in Court wins. One's going to win no matter what it is. The Clerk knows his job, anyone can read the statute on the Clerk. The Clerk one time would not pay for a teddy bear for Toys for Tots. So that's neither here nor there. What we need to do is service this contract right now. We have to stay on task. Whatever we decide to do, we need a date certain because this has carried on too long. Commissioner Green.

Commissioner Green

Before I speak, if we could give the Citizens to be Heard...

Chair Holt

Ah, we'll get to them, we can do it at any time.

Commissioner Green

Sure, I was hoping that we had given the opportunity to someone from FCI to speak after the Manager so that way we could give input on how we feel about the Manager had already stated. That is what I would like to hear at this time.

Chair Holt

Right, they are going to have, ah, Mr. Bebe is on, he's on Zoom now. Also Mr. Pittman's on there. What we are going to have to look at is what is solved now, today. We're going back and forth, back and forth, back and forth, we've been doing that for months. I'm not saying that for you, I'm saying that for clarity. So, Mr. Bebe's going to get an opportunity to speak on this issue. What I'm not looking at ladies and gentlemen, is let's not argue. Let's decide on what we're going to do and then we do that. OK? That's all I wanted to say. Ah, is there, Commissioner NeSmith, you must have known I was calling on you.

Commissioner NeSmith

Thank you, Madam Chair. This is in reference to a comment made by Dr. Viegbesie. I want to make sure I understand this clearly. So, Madam Chair, do I need your permission to as the attorney a question?

Chair Holt

Go right ahead. Once you have the floor, you, you, the attorney's your employee, the Board's employee and the Administrator. So, you can ask either of them, you just don't want to overlap sometime. If staff, you have to ask the Administrator.

Commissioner NeSmith

OK, but on yesterday when I...OK, thank you Madam Chair.

Chair Holt

Well, I'm sorry, it was overlapping. That was...I'm sorry, I'm sorry.

Commissioner NeSmith

Mr. Attorney, Dr. Viegbesie mentioned that there was, he mentioned there was an Administrative Code and he asked you were we in violation of it by approving an advanced payment to the vendor, or to the person we contracted with.

Mr. Knowles

Correct.

Commissioner NeSmith

When we entered into that agreement, were we in violation and if so, did that void the contract or impact the contract?

Mr. Knowles

Si, I don't think that we were in violation when we did it because we were expecting delivery and verification by someone from the County, by the County representative as was in the contract. The addendum, I think, is what Commissioner Viegbesie was referring to and the Chair suggested that was not on the table today. The addendum, the second contract, the third document that is in Tab 2, has requested upfront payment of \$500,000 upon execution I believe within 7 days. So, if we did that, if we executed that, the Clerk has already said he is not inclined to pay that based on provisions of, and if Commissioner Viegbesie would be so nice as to repeat that Florida Administrative Code, but we would potentially be in violation of that and we could be sued.

Commissioner NeSmith

That's only in reference to the Addendum.

Mr. Knowles

Correct.

Commissioner NeSmith

Not the original terms of the contract.

Mr. Knowles

Correct.

Commissioner NeSmith

Thank you, Madam Chair. Thank you, Mr. Attorney.

Commissioner Viegbesie

Ah, (started to speak)

Chair Holt

Ah, Commissioner, just a moment. OK, on page 5 of 23, **Manner and Method of Payment**. Let's look at that, under **Payments**. Just take a minute to look over that. (She gave them a moment to review.) I just wanted to make sure that we clarified that part. OK, now, Commissioner Green, you were looking at me like that.

Commissioner Green

No, I was looking at you like that because, I mean, it's in writing what the expectations were in reference to even considering the payments.

Chair Holt

Commissioner, (referring to Commissioner Viegbesie) you're not going to tell us again what the Clerk's job is are you?

Commissioner Viegbesie

No, I'm not going to tell you what it is because I've already said that into record and I am actually asking to be granted the floor based on the question that Commissioner NeSmith asked for clarification on that quote and it specifically says that "If advance payment is \$25,000 or less, then, we do not need the prior approval from the Chief Financial Officer (CFO) of the State. Since the payment of \$811 is more than \$25,000, then that would be in violation of that Code. If the advanced is more than \$25,000, yes, it would be a violation of the Code.

Chair Holt

You're saying, Commissioner, that's if he does not deliver the product. Because it says in 5.1 what the product to be delivered is and it says that then you will give the payment. Look in the contract. Alright, we're good. Alright, now, if we may have Mr. Bebe.

Germain Bebe

Hello, good afternoon.

Chair Holt

Hello, Mr. Bebe. I'm thinking you may have heard what our discussion so far. What I'm asking for and this is what I'm asking for, the Board Members could ask for other things. A verification, an invoice, everything we need to make sure that we're looking at those areas that do not have internet service and a date certain that we can go ahead and get this done.

Germain Bebe

OK, we have provided, for me, this could have been worked out well over a month ago. We provided an Addendum based on what, first of all, I just want to say, I can't corroborate anything that the County Administrator has said here. We never came to an agreement for any verification or part delivery. This was a new interpretation after we had began to do the distribution. We had came into this with a very clear notion from the Board that no-one at the County wanted to take any delivery of this and that's what we came to do. And so, as far as what we're looking for as far as verification, we submitted an Addendum saying is you want 25,000, these are the terms and it changed the entire terms of the contract based on what we initially agreed on. We did not hear any response from anyone from the County for over a month. This was done on February 26th. So, this idea that we were in constant communication isn't true. These are things that we submitted in response to the Addendum sent to us.

Commissioner Holt

Mr. Bebe, Mr. Bebe, as of today, how can we move forward with this? Service this contract and move forward.

Mr. Bebe

Again, we can move forward by remitting payment. We have not violated this contract in any way.

Chair Holt

OK, the...

Mr. Bebe

There is nothing in the contract that requires verification for initial payment. We have maintained that, we have not changed anything. We spoke to the County Administrator and your attorneys and the changes they wanted and we responded to those changes and that's all that's occurred. We have not changed our stance. Not only that, see, this is where...

Chair Holt

Mr. Bebe, Mr. Bebe, hold on please if you will, hold on just a minute. Let's say this, we decide tonight to go ahead and service this contract. Let's forget about everything that happened in the past, who said, as old people used to say, 'who shot John' if John's dead, he's dead. OK, now, today, if we have to say service this contract, cease-and-desist is lifted, everything is ready to go, you bring the items, you already have the invoice, we can go ahead and service the contract. Tell me what you think about that.

Mr. Bebe

Well, it depends on, well I guess one thing is to make payment. This is what we said, right? We said this, if you want all 25,000 at the County, you are going to have to pay us for all 25,000. It is not fair for us as a vendor to carry all those costs and then you do not pay. You have to pay us for all 25,000 if we are bringing to the County. That why the contract was written the way it is right now. The County has specifically said they do not want possession of it. That's why there is no instructions for possession was on the contract.

Chair Holt

Mr. Bebe, hold on just a second, I have a question from a Commissioner. Commissioner Green?

Commissioner Green

So, my question, Mr. Bebe, is how many devices do you have ready to roll like now.

Mr. Bebe

I will have to do a specific inventory of that because we already did quite a bit of distribution. It's probably somewhere in the 20 something thousands.

Commissioner Green

OK, so, what we're saying is even, we're not asking at this point to bring the devices to us, we are asking for verification of the devices.

Mr. Bebe

And I understand that. We simply said to you, what happened here, and I want to walk this back a bit. We got hit with a cease-and-desist order, right? The cease-and-desist was sent at 5:11 p.m. right after we do the first distribution after all offices were closed, right? This was after seven weeks of working with the Administrator and his staff to market events for distribution. You have to understand that. After we spent the money, you hired 22 people in Gadsden County, we spent tens of thousands of dollars on postage we will never get back. Now, we get hit with 'you need to deliver to the County'. You have to understand it where puts us as a minority vendor. It puts us at an extremely disadvantage and a big loss. So again, to say, hey, we want you to stop what you're doing, take on the liability, come here and verify, right, and say, we're then going to decide what we're going to pay you. We simply said, 'well, if you're going to do that, then you have to take possession of them. These are yours now. If you want 25,000, you want to come see 25,000, you're going to have to come to me with a check for 25,000 devices. They are not your devices and if we are responsible for distribution, as it says in the contract, you are responsible for holding those devices, make sure we have access to those devices, insuring those devices. We have to have it like that because if they end up in your possession and they catch afire or it rains out, we're at a loss for the second part of our contract. So, you are responsible. That is why this is written that way. Everything we've said is new. Him saying that he, that we were in February we were, we came, how was that possible when we started distribution February 1st? He has video of us distributing on February 1st. We delivered an 1100-page, 32-pound document showing that. So, how is that possible, how does that make any sense? How is it possible that you have an addendum in front of you and a response since the 26th that required Board approval and the first time we've heard from anyone in the County is today? This doesn't add up and that's where we're at with this thing about verification. It is more undue burden on us that is not contractually required when someone sitting there sends a cease-and-desist order and saying that 'you are in violation'. Well, if we are in violation then you have to have it in the contract that says 'In order to receive this payment', that's what I want you to show me, in order to receive our initial payment, we are required to have, you are to get verification to come to our facilities. That's what we need to have. If you do not have that in there, how could you expect us to acquiesce to that. That requires an addendum. That's the only way. We don't have to acquiesce to that in order to get paid, that's how the contract was written. If we lose that, that's why we got a surety bond to ensure. If the County had wanted possession, the County would have said from day one, I want possession of these to control these. You said at three board meetings, we've been through two County Administrators, two Chairs and every juncture the County did not want possession. The County wanted FCI to handle distribution. We did that. We went above and beyond.

Chair Holt

Mr. Bebe, for this contract, the County did not ask for possession. The County only asked for verification, that's all. OK? All we're trying to do today is service the contract, OK? Now, if we're able to service the contract and we get some resolution today instead of going back and forth, what's the resolution today? We're not asking for possession, just verification. That's all. If you have a verification of 10,000, that's fine. I see the attestations you sent; we see the people in the book; we see the invoice. Commissioners, have you had a chance to look through that? For this contract, the County did not ask for possession. Trying to service the contract today. What is resolution today?

(Commissioner Green started to speak and Mr. Bebe started to speak at the same time.)

Chair Holt

Hold on, hold on, just a minute. Commissioner was speaking. Yes sir?

Commissioner Green

Well, I was saying, we had an opportunity to look through it as of yesterday and the day prior, but it's a lot of information.

Chair Holt

OK, so we received the information. Commissioner NeSmith, did you have...

Commissioner NeSmith

I scanned the information, but I did not have an opportunity to look closely at it.

Chair Holt

And we looked at the serial numbers in the back; we have the invoice sitting here looking at me and then the new Commissioners had questions about the payment process and that was in 5.1, ah, and in 5.1 it says ah, Mr. Attorney, read please. 5.1 first sentence.

Mr. Knowles

FCI shall deliver to the County up to a total 25,000 devices and, in exchange, the County shall issue to FCI a payment not to exceed \$965,000.000 (the "Device Fee").

Chair Holt

Now, Mr. Bebe, what we want to do is service this part of the contract, ok? Not take possession, just verify. If you...

Mr. Bebe

And I did hear mention of the two. What we're saying and this is where our stance is, we are not contractually obligated to do that in order to receive the initial payment. That's where we are at with this. If you are saying you are going to come to verify them, that means you have possession, they are yours. So why not, as part of the stance for us, we don't owe the County anything in order to receive our initial payment. That's where we stand with that. You are, see what happened is here, after months of having this, a very tiny window in which this, someone had came in decided that this is how we're going to interpret this. That's fine, but, that interpretation of that one sentence comes with no instructions.

Chair Holt

Right...

Mr. Bebe

So, that already tells you how it was initially interpreted. We don't have, there's no, there is no obstacle to service this contract. You're choosing to do so or not, but there is no obstacle. We don't owe, at this juncture right here for this initial payment, we don't owe the County anything.

Chair Holt

OK, you were saying that your company, ah, Mr. Figgers' company, has spent money, we're trying...

Mr. Bebe

A lot of money.

Chair Holt

Well, we're trying to pay a lot of money, ok? But what I'm saying is, we're trying to come to a resolution because if he's manufactured these instruments, we want to pay. We want the...

Mr. Bebe

We sent 25,000 serial numbers. I mean, as far as like the verification, we're not gonna go into (inaudible)...

Chair Holt

Let me say this, Mr. Bebe, listen, if you produce and you have in here your invoices, or you producing these people in this book that have received these devices, those the ones that have been received so far, do you not want to get paid for those? Because you already have evidence of those.

Mr. Bebe

We want to get paid exactly...

Chair Holt

OK, but, but, listen, listen. Would it not make sense to get paid for those? If we said pay me for those today, you will be paid for those as soon as because you delivered. And I'm being very honest with you, and I called some of the people. So, I have been checking and, ah, some of them have called me. But, I'm saying we're trying to come to a resolution. We're not trying to not service this contract. So that's where we are Commissioners. We're not going back and forth, back and forth, who said who what. If it's in black and white, if you have done a job, we expect for you to get paid and for the rest of the instruments, however that's to be done, this Board can decide this in a date certain and we say by Monday and you agree to Monday, then that...

Mr. Bebe

We have not agreed to Monday.

Chair Holt

I'm saying if, Sir, I said if.

Commissioner V, excuse me, Commissioner Viegbesie.

Commissioner Viegbesie

Thank you, Madam Chair. Commissioners, Ladies and Gentlemen, and ah, right now we are at an impasse. I wasn't going to say anything about this right now, but my professional part is asking me to because there are ways that we can resolve the impasse in negotiations. On the first thing, the first requirement to resolve an impasse is to negotiate in good faith. I think right now the conversation is searching for that common ground. We cannot resolve an impasse if one or both parties are coming with aggression defending ones' own interest and not looking for a way when in order to find a resolution. I said earlier, this issue has become an albatross on this County. Each and every Commissioner on this County Board of County Commission gets

phone calls. The phone calls don't go to one Commissioner. To claim that everybody has been calling me as if their number is the one that all citizens got the number (inaudible). We should find a way to resolve this, as I said a few minutes ago, without anger, without one being very aggressive and defending their position of their own interest so that we can find the common ground. If we can't, I guess that's why we have three branches of the government; the legislative, the executive and the judicial.

Chair Holt

OK, Commissioner, thank you and we don't want to be adversarial when we say defending your own interest, we don't even want to claim that. All we want to do is service the contract and keep moving, OK? Ah, ah, Mr. Attorney, give me your opinion.

Mr. Knowles

On which part, Madam Chair?

Chair Holt

I don't know, you're the attorney, and listen carefully now. Listen at this carefully. There was never a concern about paying this \$965,000 unless there were instruments being delivered. Right, there?

Mr. Knowles

No ma'am. My understanding was, the black...

Chair Holt

I think, no, it's right there.

Mr. Knowles

Right, and that's where I was going. The black better contract law says "FCI shall deliver to the County", capital C; County capital C back on the very first paragraph. The County is defined as Gadsden County Board of County Commissioners, a political subdivision of the State, 9 East Jefferson Street, #B, Quincy, Florida 32351 (the "County"). So, regardless of what was said in the meeting, the contract itself says that they've got to come here first. Now, whether we take possession of them is a whole different story. I think the word "verify" is probably not the best word, we should use the contract language. Contract language says "deliver to the County".

Chair Holt

So, that was no reason to for having these statements about the Clerk. The contract is between FCI and the County, not between the Clerk. (Mr. Knowles starts to speak.) Wait, wait, wait, no concern, who is the contract with; FCI and Gadsden County. OK, the Clerk says what he's not going to do, that's fine. Then that's something we take up in that situation. Mr. Administrator, any comments?

Mr. Dixon

Madam Chair, and I've always thought the interest of the Board was resolution and if you are asking for a recommendation, it is to determine time certain in the future that delivery will be made, and if not, that will void the contract.

Chair Holt

OK, ah, Mr. Bebe, is Mr. Bebe still on?

Mr. Bebe

Yes, I'm still here.

Chair Holt

Oh, ok, I didn't see your name up there on the screen. Mr. Bebe, we're looking at a date that we can do verification or, or it says deliver to the County, up to 25,000, OK? Alright, now we're looking at a date. This Board is looking at a date. Give me your opinion about a date.

Mr. Bebe

My opinion is gonna remain the same, you know, I understand where you guys are coming from and where we are. I can't, as far as, you know, where we are with the contract, we are secure where we are. It sounds like you're not secure with that, but we are secure where we are with this contract and we haven't violated this and if the contention of the Board is to not pay, may put you in breach, but as far as that I can see, you know, we're not in breach here and the contract is very clear and maybe you interpreted it differently, but we've got ample evidence that the County acquiesced to this and has, and has made this this way and this is their intention. The intention was to deliver to the County residents. (Chair Holt said uh-uh.) That's where I'm at, and uh, I apologize about this, this misunderstanding and perhaps, there may have been too much contention in the initial writing of this contract, but that is how it's written and that's how this has been worked on. So, ah, to tell me know that, that there's another demand being made on us that we have this here and brought to you at our own expense, right, by Monday, is not something I can think, I can abide by.

Chair Holt

Mr. Bebe, that was an example date. I giving your opinion about a date.

Mr. Bebe

Ah, I'm going to have, Ms. Brown, are you available?

Joycelyn Brown, Esquire (Figgers Communications, Inc. attorney)

Yes, I'm here. (Mr. Bebe said OK.) So, I think, ah, I've listened to everything that's been said, I just want to add just a couple of things. There was a meeting that occurred in mid-February, excuse me if I don't know the exact date, during that meeting, it was agreed that the County Attorney and myself would clarify the terms and conditions of an Addendum. The initial draft of the addendum was provided on February 21st; the revision, FCI's revision to the addendum, was submitted on February 26th. So, from February 26th until today, this is the first day that we've actually received any type of a formal communication from the County regarding this particular contract. We have sent formal emails requesting updates and information, but today is the actual first day that we're actually speaking about this. So, Madam Chairman, and I know you said you want to talk about how we can forward. I think we can move forward by establishing a delivery and payment schedule. A delivery and payment schedule. Now, what I can say for certain, is FCI has provided a significant amount of money and resources into providing into the, the not just the delivery and service thing, because there are actual devices that are currently being serviced in Gadsden County being utilized by County residents as defined by the contract. But, so not only do we have well over 600 qualified County residents actively using FCI services

and actively using these devices, we also have devices that are available for delivery and distribution, right? Ah, to the point that Attorney Knowles has stated regarding the, the actual terms of the existing contract, not the addendum, the actual terms of the existing contract as it relates to delivery to the County, there are several, ah, several communications between the County and FCI...

Mr. Bebe

Ms. Brown, can I interrupt one, I have a quick question. Ah, on two occasions, ah, well, first occasion, I sent very detailed videos, three videos requested by Mr. Dixon, which he said, you know, he wanted those videos for some sort of verification of being distributed. He got them and he was satisfied. Then on a second occasion, we brought devices again and contacted Mr. Dixon to arrange for him to come and inspect the devices before we distributed and Chairman Holt and the PIO showed up and did it there. He also then again said he was satisfied and so, this is where I'm at here again. Now that we have to do this a third time where we're saying again, come and verify. This is bordering on discrimination to me.

Chair Holt

OK, Mr. ah, Ms. Brown and Mr. Bebe, listen to me and listen to me very carefully. We are talking about a resolution, we're not talking about each other, OK? (Ms. Brown said "Understood Madam Chair.) Wait, wait, wait, let me finish, OK? We're talking about a resolution to this situation. Ah, if we want a resolution, we're going to go after a resolution. If we're going to talk about each other, then we may as well end the meeting and if there is litigation, there's litigation, OK? Now, Ms. Brown, you were speaking, if you want to finish, go ahead and wrap up.

Ms. Brown

OK, I would like that. As it relates to looking forward to resolution, FCI is prepared to deliver the devices to the County and actually formally deliver the devices to the County whereby the County takes possession of the devices. When County takes possession of the devices, the expectation is that FCI will receive payment. Now, as it relates to the distribution, FCI does not have a problem with managing control of distribution so long as the County maintains possession of the devices. Ah, at the opening of this meeting that was something that Attorney Knowles had mentioned that a second budget item would need to be addressed as it relates to that. Ah, what I will say is, you know, we do have, we do have a draft addendum, just a draft, we have a draft addendum up on the table. If there are certain elements of the addendum that the County wishes to address, then we are more than happy, more than willing to addressing those and making sure that everything is concise, consistent and is worded in a way that both parties agree to so we can go ahead and conclude and finish out this contract.

Chair Holt

So, the one reason why, and I'm sure you heard the statement made by Commissioner Viegbesie, OK. And so, you can see why we're probably not going to take possession of those devices and especially when you have the addendum that if you're not able to get distribution there is fine to County of \$500,000. OK, so since that's not going to happen, I see Board members going no, that's not going to happen. OK, are we going to solve this today or not. If not, we can go home.

Ms. Brown

Madam Chairman, if I may, ah, the addendum is currently a draft. So, the initial draft was provided by Attorney McKinney, ah, and we sent back our proposed revisions. We're not opposed to engaging in actual, cordial, constructive conversations to revising the addendum language to something that the County, that would be acceptable to the County. We're definitely open to that. We're ready and waiting for the County to be willing to have this conversation. Ah, so, if, if perhaps, if today we can conclude that we will move forward with refining the language of the addendum, ah, and engaging in active communication setting a date for it to be finalized and setting a date for payment to be made, we can definitely do that.

Chair Holt

Commissioners, ah, Mr. Administrator, what is your opinion of that, please, Sir? Are we going back around in circles or are we going to come to an end to this?

Mr. Dixon

Madam Chairman, I...there is nothing more I think I want to happen than this contract. You gave me the job to do and I, there is nothing worse to me than I feel like I have not done what the Board asked me to do. But, I've laid it all on the line. We've offered the addendum, we've offered every opportunity, I think Ms. McKinney and Mr. Knowles can speak to that. I don't know, the only reason I'm here is because I did not think we could go any further.

Chair Holt

Commissioners, we're looking at a date certain. Commissioner Green and then Commissioner Hinson.

Commissioner Green

I really don't want to go back because, you know you stated you don't want us to do that; but, however, it was stated that you guys had an opportunity to verify when it was here once before. I guess, my question will be then, how many items did you verify, ah, that we can account for even then. If they were verified, then we shouldn't be where we are now.

Mr. Dixon

Commissioner, there were just, there was just hundreds, there may have been only hundreds, not thousands.

Commissioner Green

So, then that doesn't...

Mr. Dixon

Even in the video, there are only, they were loading a small trailer, it wasn't enough....

Mr. Bebe

That's untrue, I sent them a video of all 25,000, I sent three videos.

Chair Holt

OK, Mr. Bebe, now we're talking about, what we're looking at is this. And Mr. Bebe, I called and I spoke to you and I had a visitor at my house and I brought them with me and we sent out to the Post Office and so did the PIO and we met with the gentleman that had those in a truck, van,

and I asked him, I said 'How many do you have' and he said 300. I said do you have an invoice and he said no. So, in order for me to be to verify that, I would need an invoice and that's what I asked him for. So, maybe I was asking because he said that was what he had and I even road around and helped to see what the distribution would look like. I rode in my truck along with my visitor, to see. And so, I don't blame him for not having an invoice, I don't blame you. All I'm saying is what he told me that he had in the van, and then we gave out, there were two people that we rode with because I had some other things to go do. So, what I'm saying is that, for them to be verified, it would have to be a number that was reasonable and then for the gentleman to say that he thought is was three hundred and then I had to go along with what he said, OK? What I'm saying is this, we are still trying to solve this problem. But now, we want to go home pretty soon, OK? So, now, I'm telling you we're going home. So, what is it that we need, what do you want us to look at, working out that addendum and you pretty much heard about the up-front payment and that all that kind of stuff and I won't get into that because the Clerk and I have some history. So, you don't want to get into that. What I'm saying is this, this is a contract. I would like for us, we know he's getting, we know people are getting some service. We're not opposed to paying him. Can't we just work out something where the items are delivered and you can get payment. You can get back with Mr. Figgers or however y'all want to do it and we can go ahead and take care of this. I'm good to take care of it. Now, Commissioner Hinson?

Commissioner Hinson

Yes Ma'am, thank you, Madam Chairman. I just have a couple of questions here, ah, not sure which one should go first. (Chair Holt asked him to speak into his microphone.) I'm just curious, I know you said they sent a video out. If he want to, he, can send the video to us now if he feel like it to the board members so we can see all 25,000 they sent to the Administrator; if possible. Also, I would like, still trying to come to a resolution with this again. If, it said that it got close to 20,000, so how long would it take to distribute at least half of these devices, hotspots to the citizens? Because I know they had a game plan from my understanding. Oh, by the way, let me disclose something. I did talk to Figgers Communications to, some of the representatives, representatives and stuff like that, in the past, and I said this last year and I say it again right now. I don't have a dog in this fight, I just been talking about broadband for the last 6 years. So, I just want broadband in this community, that's what I want. How long would it take to distribute half of the hotspots to the citizens, say for instance, if he has like, 8 locations, how long would it take to distribute at least half of it? Once he distributes half, then we just cut him a check. Or close to half. And other question I got, too, the heartburns, I can tell the frustration, in all fairness, because of the amount of money put into advertisement and marketing, ah, marketing costs. They had flyers and stuff already posted for a certain date and they had to go back and retract. So, all that funding that he had out there, he lost everything based on that distribution and Saturday was supposed to be a big day, I'm assuming. Maybe since they had that out there already and how can they recoup those costs, I mean recover those costs as well? We have paid, comparing apples to apples, we paid Integrity x amount of dollars to build a portal, to build a database, and all. We paid Integrity before everything was over with. I think in the first month or so, I'm not sure. And they built, the same company did the same thing. They built the database, they built the portals and everything else, not just hotspots is one thing. They also built everything that went along with that and advertising, whole nine yards and that's a cost to it. That's a cost. So, I can understand the frustration, it's not the frustration, it's just really how saying how (inaudible) speak, right? So, I'm not frustrated how someone speak, that just how people speak in certain groups. I'm not intimidated or I don't think that he mad or

anything, he just (inaudible) what he saying. So, ah, my thing is how can we cover that costs and maybe intangible costs as well as tangible costs. So, and the next question is that how long would it take for, first question again, how long would it take to distribute half of the devices, the hotspot devices to the citizens. After that, just cut them a check. That's just a question.

Chair Holt

Alright, Mr. Bebe? Did you hear the question from Commissioner Hinson?

Mr. Bebe

Yes, I did. Thank you for the question. When we began the distribution, I believe we were on pace for 1,000 a day, close to. The first day of distribution we did well over 500, we stopped only because of security reasons, we didn't have any officers out there and the crowds were getting a little bit too rambunctious for us on the staff that we had there. The second day, ah, after we got the cease-and-desist, we still did show up to the next distribution spot to let everyone know we had, I would say already 300 people in line at 7:30 in the morning. So, I think we were really on pace to do at least, at a minimum, 500 a day to 1,000 a day.

Chair Holt

Commissioner Hinson, did you have something?

Commissioner Hinson

Well...

Mr. Bebe

Also, I sent you, I sent everyone an email of the verification videos that I did send.

Commissioner Hinson

Personally, I saw the (inaudible) clear and it was impressive to me. Not only did they had to sign in, as a matter of fact, I took a picture of it. It's impressive, so, I do, I can understand all parties. You got to do what you got to do to make sure things work. And, I'm sorry, I took a couple of pictures myself, I got it here so...Here we go here. They sent the invoice, Table of Contents, Invoice, the security bond, ah, timeline of events, Letter of Attestation, Device International Mobile Equipment Identity, Device Data usage Report, too, as well and what was impressive, like I said, they created this database that they had the citizens' name, gender, address, phone number, children, they had a part for that and they also had the ah, date of birth, race, ah, what County they was from, emails, and it had the address as well. And, also like Commissioner, Madam Chairman said, they had some other information, some additional information that was there. So, I was impressed. They showed, they showed that people had to sign this too as well. It's very professional. Bit, we, it's OK in my humble opinion, again, I'm not going against it, I'm just comparing apples to apples. I think Integrity doing a wonderful job. I'm not going against anyone. But, we just wanted Integrity just to do this, just to do this, not...We just want Integrity to provide the service, right? They provided the service plus the devices and all, so what I'm saying, they did, they did part of it. Like you said, we not trying to go against it, we just trying to come to a (Chair Holt said "resolution") a resolution how can we can all benefit from this and move forward so the citizens can get this because I know in Concord they called me up and I hope that we want to get this resolved. One of the first places is in Concord. So, they will be able to get, whatever...

Chair Holt

Commissioner, listen, on this item, in order a resolution, the same I named in the beginning have to be met, OK? So, back to that point, date certain. Because, in order for them to get paid, we have to have some stipulations. We want them to get paid, OK? Now, how do we get that done? They're saying to negotiate ah, this addendum, which has to be voted on by the Board, OK? Does the Board want to take possession of the instruments, does the Board want to pay the insurance, does the Board want to store the instruments? That's what the Board needs to decide, even if we look at the addendum. Does the Board want to just service the contract we have in front of us, forget the addendum? Those are your choices. Now, if you want to consider the addendum, that means you have to negotiate back and forth. If you are going to say let's vote on the contract as it stands today with a date certain, then that's what you do. Now, those are your two choices.

Commissioner Hinson

So, in thirty days, based...

Chair Holt

Hold on, hold on just a minute, I got a hand right there.

Commissioner Hinson

I apologize.

Commissioner Green

So, there' our two choices, but, however, we haven't got an agreement from FCI as to (inaudible) choice.

Chair Holt

Well, you, we gonna make a decision one way or the other. Because if you do nothing, that's a decision, OK? We can either say we're gonna look at this contract, you want the addendum to be looked at, or you want to do nothing and the contract is going to die anyway. Those are the options. Commissioner Hinson?

Commissioner Hinson

I noticed this is calculated under here, if you, in thirty days, if you distribute 500, from my math I have here is \$15,000 or something like that. And so, that's half.

Chair Holt

So, Commissioner, listen at me carefully, the distribution is the part you're talking about. We're talking about the distribution has stopped, ok? Everything stopped. If you want the distribution to continue, that means you got to go back and decide on something in this contract that will make it continue. OK? You cannot have it so that we skip over any parts because we don't have to come back here again. So, Board do you want to look at the contract and the information that was sent? Have you had a chance to look at it in the book? Commissioner NeSmith?

Commissioner NeSmith

Yes, Madam Chair. The issue, from what I have heard from all parties, the issue that is, the issue that is important to us, to all parties, seems to be the word delivery. Is that correct or incorrect?

Chair Holt

Very important.

Commissioner NeSmith

Mr. Bebe?

Mr. Bebe

Yes sir?

Commissioner NeSmith

Is that the, is that the word that causing the hang-up?

Mr. Bebe

The interpretation of it. But here's what I would say, because, you know, I agree with Chairman Holt about not continuing to go back and forth. For us, even though we weren't obligated to verify, because if you look at it, two separate things. There is verification and there's delivery, right? Both those, both those have been used against us here and if we're going to talk about verification, on our behalf, we consider that already done because on three separate occasions we arrived with the devices and including the day of distribution when we had almost all the devices, the entire Board was invited...

Commissioner NeSmith

OK, Mr. Bebe, may I ask a question? Madam Chairman? (Chair Holt said to go ahead.) OK, Mr. Bebe, what I'm hearing from you is that you, you delivered, that you arrived in Gadsden County with 25,000 devices, or am I misinterpreting that?

Mr. Bebe

Pretty close to it, pretty close to it. And that's where, I apologize for how my tone has been here and that's where my frustration has been. Because, I believe that we worked to get to the point. I want it to be mentioned here, just so we don't have to go back in the past real quick, but the day of distribution, we had a meeting with County administration. I left the distribution to meet and I said to Mr. Dixon, if you want to verify, come down, we're here, we're less than two minutes away. Again...

Chair Holt

Hold on, Mr. Bebe, hold on.

(Several people talking over each other and was hard to understand.)

Mr. Bebe

That's why we're saying, when we say delivery, we, you're asking this, you're asking us to bear more costs in order to get paid. That's where we're having the angst here.

Chair Holt

Mr. Bebe, OK, now, the reason I did not want to go back and forth in this, delivery is to the County. The reason it's saying capital "C" is because it represents the Board. OK? Now, I don't want to get back who says what, like I said, who sots John, who cares, OK, John evidently didn't care. What I'm trying to get to, is that, first of all, if delivery is a problem and we have been

trying to be very flexible. I'm trying to be flexible here. What's your definition of delivery and that's what Commissioner NeSmith is going after. He wants to know how he can solve that problem.

Mr. Bebe

Our understanding of delivery and based on all the negotiations we have with the Board and the understanding of that, it was for us to begin delivery to the County residents. That is what we began to do immediately once we got the contract. That's where I believe the issue arrived is once we were told after we started distribution that we were to deliver somehow to the actual County building, I'm not quite sure, but, that's where it's at.

Chair Holt

Right, right. That has been the misunderstanding.

Mr. Bebe

OK.

Chair Holt

That's why when I said in 5.1, it said the same thing it said in the first paragraph. The County with a capital "C", OK. Now, Mr. Bebe, hold on just a minute because Commissioner NeSmith has another comment or question.

Commissioner NeSmith

Mr. Bebe, I want to make sure you hear this question. I want to make sure you hear this clearly and Madam Chair...so, Mr. Bebe, your understanding of that term delivery meant that you were, you were going to deliver 25,000 devices in the hands of 25,000 residents to Gadsden before you received the first payment?

Mr. Bebe

No. It was for us to begin delivery up to 25,000; once we began delivery, we were qualified to get our first initial payment. We're not talking about the entirety of the contract. We're talking about the terms or prerequisite to receive our initial payment.

Chair Holt

OK, ah...

Commissioner NeSmith

OK, Madam Chair, OK, there seems to be some confusion with that term. Because when I read that, my interpretation is different.

Chair Holt

And your interpretation was?

Commissioner NeSmith

Well, again, I didn't know that was the interpretation of the, of the, of FCI that they would, as soon as they started to deliver the items to the residents, payment was due.

Chair Holt

That was their interpretation. That's why I...

Commissioner NeSmith

Madam Chair, what was our interpretation?

Chair Holt

It's right there in 5.1. So, listen, listen, I'll be very honest with you. View these items, they go on about their business, do what they do, OK? That was why, ah, the Administrator and a couple of others said, let's see them, when you see them, go distribute. We can turn in our invoice, OK? So, their interpretations was different, OK? Where we are now. They have these in this book that they have distributed, OK, to the residents. Alright, Mr. Attorney?

Mr. Knowles

Alright, thank you Madam Chair. Commissioners, I had suggested this originally and maybe a solution would be, again, do a pay as you go; if FCI delivers 600 and some odd hotspots, they deliver them, residents are signing an approved attestation form pursuant to the contract, it's approved by the County and whoever our official representative is, they submit that, folks are qualified as determined by us, they get paid. They deliver 10,000, they get paid for 10,000. They deliver 10, they get paid for 10.

Chair Holt

Mr. Attorney, since you see there is a difference in the interpretation and Mr. Bebe and FCI saying that we have sent this money because their thinking they have delivered to the people. So you see where the...

Mr. Knowles

No Ma'am, I don't.

Chair Holt

OK, but it happened. I'm saying...(Mr. Knowles started to speak.) Ah, Ah, let's see, let's see, I didn't say what you may have thought was logical, I said for your interpretation. OK, Commissioner Hinson?

Commissioner Hinson

Madam Chairman, ah, man, this is interesting. The interesting thing is, is, I want y'all to hear this real quick. Unfortunately, the interesting thing is that unfortunately we got a problem. We got a major problem. I want you to listen to this real quick. "FCI shall deliver to the County up to a total 25,000 devices." Unfortunately, we got a major problem, because we put ourselves, unfortunately, (continued to read) "...and, in exchange, the County shall issue to FCI a payment not to exceed \$965,000". Now, the issue here is where we have a problem. Logic and everything else, apply the math and everything else, and unfortunately, it's a bad contract.

Chair Holt

We already decided that.

Commissioner Hinson

Up means that, from 1 – 25,000. So, if they deliver one, that’s just, legally, we put a legal documentation here that can hurt the County.

Chair Holt

Now, listen at this interpretation.

Commissioner Hinson

It’s not an interpretation, it say up to...

Chair Holt

Sir, listen at this, “and, in exchange, the County shall issue to FCI a payment not to exceed \$965,000; it could be \$1.00, it could be \$965,000, just can’t exceed it.

Commissioner Hinson

That’s right, just can’t exceed.

Chair Holt

Either way...

Commissioner Hinson

Either way, that’s what I said, that regardless of, it’s a crazy situation and too much here...

Chair Holt

Too much leeway...

Commissioner Hinson

Too much leeway for both sides. For one, it say “shall deliver to the County up to 25,000, in exchange the County shall issue to FCI a payment not to exceed \$965,000. So, we can literally give them \$1.00 to as well. And so, reality is that we kind of up in the air here.

Chair Holt

Mr. Attorney, that’s your area.

Mr. Knowles

Madam Chair, I’ll be honest, this was not the contract I advised the Board to sign.

Chair Holt

Yes, you did.

Mr. Knowles

No Ma’am, I did not.

Chair Holt

She brought it to me.

Mr. Knowles

I cannot speak to this, FCI sent this contract over pre-signed, pre-authorized, with ambiguity terms that's in here that says shall not be drafted against either party if their late (inaudible) ambiguity. So, again, the contract says shall deliver to the County, those are words FCI wanted.

Chair Holt

OK, let me clarify that a little bit. I think we were cutting the ribbon out there at the Extension Center when staff brought it to me, OK, with your recommendation. But, that's neither here nor there right now. We're gonna solve this, OK? Now, Mr. Bebe, Mr. Administrator, what do you think? Mr. Administrator?

Mr. Dixon

The question remains to put FCI in a position to be paid. That is the goal of the County. We're not trying to stop anybody from getting hotspots. I think we're getting sideways and we're talking about everything except let's verify the hotspots and send them home. That's all we're talking about, Madam Chair. This is not difficult.

Chair Holt

OK, Mr. Bebe? Mr. Bebe?

Commissioner Viegbesie stepped out at 7:23 p.m.

Mr. Bebe

Yes Ma'am, yes?

Chair Holt

We want to give you a check for the hotspots. You guys want to get paid for the hotspots. How can we come to a resolution here? Pretty soon we gonna be beating this gavel and going home. Now, we're supposed to work so we can't complain, OK? Can you come up with a solution Mr. Bebe?

Ms. Brown

If I can, if I can answer that, Madam Chairwoman, my, my proposal will be to, first and foremost, allow us, so, as it relates to the contract terms as far as the devices delivered to the County, this was something that Mr. Bebe had addressed and I'll state it in more specificity. The reality is there were several Board meetings and County specifically stated that the County did not want to physically receive the devices. There was, there was an acquiescence on behalf of the County whereby the County worked with FCI, put out press releases so on and so forth and assisted with the marketing efforts to get the devices delivered directly from FCI to the County. So, the conversation as it relates to delivery to the County is not, and from my perspective, is moot, right? But as it relates to how we can move forward and how we can get a resolution tonight, my recommendation would be first and foremost, for the devices that were actually delivered to County residents, for a check to be delivered and cut by the Clerk and delivered to FCI for those devices immediately. As it relates to the devices to be delivered, then my recommendation would be to allow FCI's attorney, myself, as well as the County Attorney, Mr. Knowles and Ms. McKinney, to discuss this addendum, actively, because the addendum has been in the hands of the County Attorney for over a month, to discuss those terms, get to a resolution of those terms by a certain date. So today is April 7th, so I would say that no later than April 14th, within a week,

within a week's time for us to have an executed addendum to where the delivery terms are very clear, the payment terms are very, very clear, there's no more ambiguity, both parties are on the same page.

Commissioner Viegbesie returned at 7:26 p.m.

Mr. Bebe

Ah, Ms. Brown, Ms. Brown, I ah, I believe, I'm not opposed to the idea, but I believe ah, the Board, if, it sounds like the Board is looking for a resolution this evening. So, I want to levy an option here for that. We started all this work, we spent a lot of money, a lot of headache, I don't think anybody can refute that. FCI did come through and answered the bell. We did what we said we were going to do. There is an exception here as far as interpretation of essentially who was supposed to get the devices first it sounds like. So, for me, everybody knows we have these devices, devices were being given out, we're activating them, and people were very satisfied. I commend the Board for taking on an initiative like this with no precedence and no case study, trying to provide some sort of a solution for a problem that's been in this community. I think we can all feel good knowing that those concerns were validated by the response to this. So, for me, if there's some type of agreement that the County is going to pay us the money and we can exchange the money for these devices, then we can arrange that. If you're going to pay us for all those devices, pay us our initial payment via our invoice, then we'll arrange a time to deliver the devices. If you want all 25,000 to come to you, then arrange for the payment of all 25,000, you guys issue and bring a check; if you want it simultaneous the same day, we'll do that. But I don't want to be in a position of essentially, this is what I'm looking at, precedence of coming out to, us basically on credit, 25,000 devices and not get payment.

Chair Holt

Mr. Bebe, Mr. Bebe, Me. Bebe, there's no...I think Ms. Brown was on a roll and everybody was pretty much happy with Ms. Brown. When you start talking about that other stuff, everybody...

Mr. Bebe

Here's my concern, Madam Chairman, this is my concerns...

Chair Holt

Go ahead.

Mr. Bebe

Negotiations that we have had with, have not went well. We have continued to come back here with nothing...I would appreciate it if we can take clear, decisive action tonight.

Chair Holt

Mr. Bebe, I don't (inaudible) and I haven't been happy. So, listen, let's say this, let's let Ms. Brown start speaking again. So, Ms. Brown, we can kind of hear something going on, then we're going to hear what the Administrator has to say and this Board's going to make a decision, at least somewhat. If not, I'm going to beat this gavel and we're going home. OK, Commissioner Green and then Ms. Brown please.

Commissioner Green

Thank you. I keep saying, or I keep hearing that they will give us the devices. We don't want the devices and so, that's not an option for us right now, because we don't have, we don't want to have to store them, the responsibility of them, we don't want the responsibility of distributing the devices either. And my biggest, another concern I have that is, once we pay for the devices, I want to make sure that we're still intact to the devices that we don't get rid of, that we still be allowed that refund of the monies that we talked about in the original contract. So, when you say give us the devices, then it's almost like that they're yours, do what you want to do with them. We can't do that. I just want to make sure that we don't confuse that and as you stated, Ms. Brown was on a roll and she had my attention.

Chair Holt

Ms. Brown, are you still there?

Ms. Brown

Yes Ma'am, I'm here Madam Chairwoman.

Chair Holt

Let's go back to what you were saying.

Ms. Brown

OK, so, if we're talking about getting a resolution tonight, and to the point that was just made by the Commissioner, I believe that was Commissioner Green, as it relates to in the event that the devices, that if overpayment is made for devices, or something along those lines, there is a surety bond in place and the whole purpose of that surety bond is such that, that the County would receive monies returned for any devices that were paid for but were not delivered, right? And so, so, my, you know, while I understand and I respect, and I'm listening to everything that is being stated here, right, and while I understand and respect the fact that the County has a different contract interpretation that is vastly different from the contract that FCI has, what we're faced with is how do we move this forward, OK? So, let's just focus on the facts. The facts are that we have well over 600 devices that are currently in the hands of qualified County residents, attestations have been provided for, the detailed invoice that was requested during the Board meeting in February has been provided. At the very least, at the bare, bare minimum, the bare minimum, those devices and the services that have been rendered should be paid for immediately, and by immediately, today is Monday and that payment should be rendered to FCI no later than Monday, OK? That's at the bare minimum. As it relates to moving forward and the verification of the devices that is currently being requested, then we do not have a problem, FCI does not have a problem with actually delivering those devices to the County. Now, if we're talking about the nuances about delivery and nuances about payment, there is a draft, it is just a draft, an Addendum that was provided on February 26th. Let us take the time, today is Wednesday, take the time for the remainder of this week, to hash that out, get to a final resolution, and maybe, preferably no later than Monday, have terms that are agreeable to both parties, get that addendum signed so we can carry on this contract. I feel as though a lot of this conversation during, over the past hour and half, you know, a lot of this could be resolved if we were to just work together, actively work together to get the addendum language to a point where both parties agree, right, and we can go ahead and move forward.

Chair Holt

OK, if you decided, we decided to take the vote to pay for the hotspots that have been passed out so far, if this Board decided to do that, we did not guarantee you payment by Monday because we have to send it to the Clerk, OK? So, we could say we agree to do this, if we agree to do this, Mr. Attorney, if we agreed to the term of paying for the 600 devices, we would have to vote on that today, then that has to be given to the Clerk. I sure Ms. Brown would invoice 600 from FCI, OK, and then we have to look at that turn-around time, if we were to do this. Now, the reason I'm bringing that up is because that Ms. Brown just mentioned that that maybe something that would work. I'm just reiterating what was said. Mr. Administrator, what do you think?

Mr. Dixon

Madam Chair, one issue is confirmation. You can't just tell the Clerk to write a check.

Chair Holt

Well, you have your book with your people in it that says they are getting service.

Mr. Dixon

We have to confirm. That's not Monday. Second of all, I don't think accepting that policy, I think it accepts their interpretation of the situation and I think their interpretation is, the attorney was wrong. Our interpretation is correct and if we are going to resolve this thing, let's resolve one big pot. Our deal is to pay them \$900,000, if they do, we offered them if they wanted to do 5,000, do 5, we'll send in payment for 5,000. They want to do 10, do 10, we'll send in payment for 10,000, but the verification of the deliverables still has to happen. It doesn't matter, that position we have won't go away and we don't have that (inaudible) 600.

Chair Holt

Right, may I say this, OK, let's say for example, that they do have 10,000, they said OK, we'll allow you to verify 10,000, but they've already passed the others out because they interpreted that differently, OK? So, then we can verify that those people have those devices and they can get paid for those devices, is, are you saying that's possible or not possible?

Mr. Knowles

Could you repeat that Chair?

Chair Holt

OK, they passed out 600 devices and he's given us serial numbers in this book that's saying these are the devices that they had, OK? Is it possible to look through this documentation saying that they have 600 people that have received these and pay them for the 600, along with the 10,000 if they present, let's say example 10,000, because...

Mr. Knowles

I imagine that if they are verified, sure. I mean, I don't see why not.

Chair Holt

I can see easily that the people already have them, but they've got to verify the others...

Mr. Dixon

Madam Chair, the only difference now, instead of verifying them on the front end, we got to go find 600 people and verify...

Chair Holt

Or (inaudible) 600 people. No, no, what I'm saying is...

Mr. Dixon

I understand what they sent us. That's like those pictures, they sent them, a picture can be of anywhere, any time.

Chair Holt

Mr. Dixon, I'm trying to be hypothetical here...

Mr. Dixon

I am too. But I want to be real about it. That we asked for verification on the front end as opposed to having them go out to 600 people.

Chair Holt

But this has already happened, once this is over, it's already happened. We can't go back and make them verify on the front-end, OK? If, it would be nice to have these run off on a spreadsheet and do call and verifications. I'm just saying that, and not having to go to their houses and verify. But, I'm just speaking on what's already been given out. Commissioner Green?

Commissioner Green

Thank you. My question to FCI is, what is, why is there a problem with someone coming from the County to your facilities to get accountability?

Commissioner Holt stepped out at 7:38 p.m.

Commissioner Green (continued)

That's the thing that we've been asking for, you know, the majority of this meeting is accountability or to give, to see how many devices are there. It's not that it's going to cost you to bring the devices here if someone's going to fly there or drive, however to get there to do the accounting. So, it seems to be, that seems to be the problem we're trying to figure out why is that a problem.

Vice Chair Viegbesie

Is that to...

Commissioner Green

That's to FCI, Brown, or Mr. Bebe.

Vice Chair Viegbesie

FCI, or someone, Ms. Brown or Mr. Bebe, could you respond to Commissioner Green's...

Mr. Bebe

Yes, ah, could you repeat the question?

Commissioner Green

Is there a problem with having someone from the County to come to the warehouse so that way you don't have to procure any expense in bringing however how many devices down here just for the accountability of the County.

Mr. Bebe

That's also where we have the issue, if there is an expense and so, it, it's just like repeating a lot of this right here. We've been through three situations where a verification was done and said 'hey, this is OK' and every time it's escalated more. So, when you say somebody is going to your warehouse, it means that you stop everything in your production, in our production facility. I've got to take insurance on you and run through that for however long it's going to take for you to count 25,000. Now, right, on top of that, right, at this point, right, because of all the things that, you go to the Board so you're not here, you know, you haven't been involved in the direct discussions. It's almost to the point where we really have no trust in anyone there at the Administration for what we've been through. So, again, it's, we've have had, I know people don't want to talk about what has happened, but it's all very relevant...

Chair Holt returned at 7:40 p.m.

(Mr. Bebe Continued) We have been through this several times and at each level we were given a green light, we were fine. It's all the way up until we, here we are distributing that we're just getting slammed and at every level, no-one cared about the vendor. No-one cared about what we were going through, what our, where our money is. So, it just, to me, I know everybody feels confident that somehow this is going to be worked out, it doesn't feel like there is an appetite on the Administrator to work anything out. There's no appetite for even to pay for the 600 we have distributed. There was no appetite really to even verify, we could have verified in Gadsden County the first day we were there on the 16th. So, I understand where you're coming from and it sounds very, very logical, but a lot of things were very, very logical from the very onset of this and we're still here, and we will still be here again if it goes right back to the (inaudible). It may take three days, it may take five weeks, yet, nothing has changed. We have provided everything that he asked, that we were asked to give up until now. If so, again, you may think there's no, no ah, money that we had to come out, yes we do. It doesn't work like that. See, show me the picture of anybody with Gadsden County going to Amazon to verify office chairs. It doesn't happen like that because Amazon's not going to stop their distribution center so you can walk through it. It doesn't work like that. And so that's where we're at with the, that's why it wasn't put in the contract. There is no verification, no verification was put in the contract.

Chair Holt

OK...

Mr. Bebe

The only part we can say that we can discuss right now, as far as I'm concerned, the verification, that part, is not in the contract. That can be out the window. We can discuss take delivery and

go back and forth about that, because for us, that's where we're going back and forth, this whole take delivery part. It's two different arguments.

Chair Holt

Mr. Bebe, alright, Mr. Bebe...OK, thank you. Commissioner NeSmith?

Commissioner NeSmith

Ms. Brown, are you still on the line?

Ms. Brown

Yes, I'm still here.

Commissioner NeSmith

Is there a possibility that we could send someone down to your location, look at the, look inside the warehouse and verify the 20,000 plus devices?

Ms. Brown

There are, there are two things that I would like to address to that. The first is what would be preferable would be to provide a video of all 25,000 devices, identifying with specificity how many devices are in each box; how many boxes are present and how many boxes are available for immediate distribution. That's number one. Number two, this was something that was brought up in a previous meeting, ah, we, Mr. Figgers and FCI with Mr. Figgers specifically as an individual, currently has a restraining order against an individual that resides in Gadsden County. This individual has been privy to information that has come either directly from emails, directly as the information has been spoken from FCI directly to a Board Member, somehow, somehow, all of this information has been received by this individual. The challenge that we have is that this individual has made valid and verifiable death threats against Mr. Figgers. (Chair Holt started to speak.) With all due respect Madam Chair, it is important that I finish this point. Our concern is that if we release the actual, physical location of the warehouse to the County, that information will then be placed in the hands of this particular individual and will result in viable threats against the lives and safety of the individuals in the warehouse.

Chair Holt

Ms. Brown, Mr. Figgers and I have talked about this, so this is nothing new, to me, OK? I don't care if it's on the back of a semi-truck somewhere. But, what I am saying is this, in order for, and I can understand your concern, but what I am concerned about is that we have to solve this problem. We have other infrastructure monies coming down. We have all the things that we have to do, Mr. Figgers has other things he has to do, OK? Now, if we can come to a resolution, I, I don't, individually I don't have a problem with paying him for 600 devices. None at all, any at all. Because the people that I talked to have them, OK? And if the Board said pay it, that's how the Board's vote's gonna be, that's what will happen. Ah, and that is a matter of 3 votes, 4 votes, whatever. But, we have to come to some type of resolution on this delivery part, the verification part. Now, if you want to pull up in the back-parking lot with a truckload of hotspots, I'm good, OK? But we can't get an invoice over to the Clerk unless we come to some type of resolution. Now, Ladies and Gentlemen, we have, it's about 10-15 minutes to 7:00. We should have a resolution by 7:00 p.m.

Commissioner Hinson

Madam Chair?

Chair Holt

Yes, sir? Or we can go home.

Commissioner Hinson

Again, I don't have a dog in this fight, but ah, if I do...

Chair Holt

Let's get a dog in the fight, let's just go...

Commissioner Hinson

This is something I've been bringing up the last 6 years, right? if we purchase something from Walmart, we don't have to go down to Arkansas to see, that's where this is taking precedence of that. See, the problem here, in all fairness, that's why a Commissioner cannot be on social media and instigate things, right? How can you trust that Commissioner or trust anyone else when they...

Chair Holt

Stop doing, don't do accusations in a public meeting...

Commissioner Hinson

That's what I'm saying, that's why we can't do that. We got to stay neutral...

Chair Holt

Commissioner Hinson, listen, listen...

Commissioner Hinson

We got to make sure...

Chair Holt

Not ah, stop, stop, we're not gonna address it...

Commissioner Hinson

Right...

Chair Holt

What everybody do on Facebook, we not gonna do...

Commissioner Hinson

I'm not talking about Facebook...

Chair Holt

I am, whatever It is, leave it there. In fact, I don't feel like Facebook should even, this should be on Facebook...

Commissioner Hinson

because Commissioners spend too much time...

Commissioner Hinson

too much time...

Chair Holt

Ah, Commissioner...

Commissioner Hinson

It's unprofessional...

Chair Holt

Stop talking...

Commissioner Hinson

Right...

Chair Holt

Stop it...

Commissioner Hinson

You're right...

Chair Holt

Ah, Commissioner...

Commissioner Hinson

You're right, I concur...

Chair Holt

You'll be concurring outside that door...Now, listen to me...

Commissioner Hinson

I'm a Commissioner...

Chair Holt

I know and that's why you're going to be gone because the only difference in you and I in this meeting is that I run the meeting.

Commissioner Hinson

I didn't do anything...

Chair Holt

Ah, Sir (talking to the Bailiff) you can come on up.

Commissioner Hinson

I bet you a \$Million dollars they won't come up with me...

Chair Holt

I bet you they will.

Commissioner Green

Alright, guys, alright, alright...

Commissioner Hinson

OK, OK, OK, OK...

Chair Holt

I'm not going to have it. I'm not going to have it. Now...

Commissioner Hinson

Disrespectful...

Chair Holt

That's what I'm saying. You're not going to keep talking. Now, you speak and when I speak, then you can speak. I don't have a problem with that...

Commissioner Hinson

You can't stop me from speaking...

Chair Holt

Officer, you can come on up...

Commissioner Hinson

He can't stop me...

Chair Holt

You'll do it from outside that door. Commissioner, stop talking. You can speak when I finish. I'm not going to have a problem with you speaking...

Commissioner Hinson

Alright, go ahead Commissioner. Go ahead Madam Chair, I'm finished.

Chair Holt

Now, this is not going to continue, OK? Now, Ladies and Gentlemen, listen. Leave your conversation on the item, not on the individual. OK, now, if we're going to come to a resolution today or not. If you're (inaudible) with someone, you take it outside this building. OK. Commissioners, do we have any ideas or concerns or anything that helps out this problem? Mr. Administrator?

Mr. Dixon

Madam Chair...

Chair Holt

Yeah, any ideas, that's all.

Mr. Dixon

Madam Chair, I suggest, as I did earlier, you propose a time certain to work this out and, and, give us the opportunity to verify delivery, ah, with the understanding we knew we never intended to take delivery. That was never the deal. Our deal is simply to verify and we're not buying one, we're buying 25,000. So, it's not like walking into the drug store. We're buying 25,000 at \$900, almost \$1 Million dollars. If we can verify by date certain, then we can continue with this contract. Once...

Chair Holt

OK, Commissioners, y'all have any date that you're interested in? Ah, Ms. Brown mentioned the 14th to negotiate on the Addendum. That would be next Wednesday. You have a County Commission Meeting on the 20th, on the 20th. OK.

Mr. Dixon

Madam Chair, there's no rush, it can wait until the next meeting so that we don't have to call a special meeting.

Chair Holt

OK.

Mr. Dixon

It is, we will either have something to execute in terms of delivery or we won't.

Chair Holt

OK, so that's the 20th. We do have a 4:30 workshop. Mr. Administrator, do we have anything on that Workshop other than to go over the agenda?

Mr. Dixon

No, Madam Chair.

Chair Holt

OK, so Ladies and Gentlemen, this can be agendaed for the next regular meeting, we can review it in the 4:30 meeting, so if there are any other concerns that we have with this item, we can do it that at this time. Are there any questions?

Commissioner Hinson

Madam Chair? What's wrong with next, what's wrong with next week?

Chair Holt

We have to give them time to work it out.

Commissioner Hinson

OK.

Chair Holt

OK, are there, ready to go home?

Gadsden County Board of County Commissioners
April 7, 2021 – Special Meeting

Commissioner NeSmith

Yes.

Chair Holt

(Hitting gavel) OK, let's go.

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HOLT DECLARED THE MEETING ADJOURNED AT 7:52 P.M.

GADSDEN COUNTY, FLORIDA

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

ATTEST:

NICHOLAS THOMAS, Clerk