

AT A SPECIAL MEETING OF THE BOARD OF
COUNTY COMMISSIONERS HELD IN AND FOR
GADSDEN COUNTY, FLORIDA ON DECEMBER 9,
2024 AT 6:00 P.M., THE FOLLOWING
PROCEEDING WAS HAD, VIZ:

Present: Eric F. Hinson, Chair, District 1
Ronterious Green, Vice-Chair, District 5, appeared through Zoom
Alonzetta Simpkins, District 2
Shawn Wood, District 3
Brenda Holt, District 4
Roosevelt Morris, Interim County Administrator
Thornton Williams, County Attorney
Adriana Quijada, Deputy Clerk

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

Chair Hinson called the meeting to order at 6 p.m. Chair Hinson led into invocation and the Pledge of Allegiance.

4. **Amendments to the Agenda**

Chair Hinson asked if there were any amendments to the agenda and Mr. Morris stated no.

5. **Approval of Agenda**

COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE AGENDA AS PRESENTED AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

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

The Gadsden County Board of County Commissioners welcomes and encourages public participation at all meetings of the Board. Citizens are free to speak for up to three (3) minutes on non-agenda items. Public comments and participation are also encouraged for items on the agenda. Additionally, if you are unable to attend a meeting in person, comments from the Public can also be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until noon on the date of the meeting. Comments submitted after the deadline, but prior to the meeting, will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting. Citizens are further encouraged to participate on the County's website at www.gadsdencountyfl.gov.

Chair Hinson read aloud the above statement.

Tracey Stallworth, P.O. Box 1339 Quincy, FL 32353

Mr. Stallworth appeared and stated Gadsden County has been a topic of discussion. He mentioned the county being involved in another lawsuit with RAC. He stated if they fire the attorney, it would cost around 700k to a million. He asked about the remaining ARPA funds and Chair Hinson stated they have 3.1 million in ARPA funds and they have already been assigned.

Nandrycke Albert, 50 MLK Blvd. Midway, FL

Ms. Albert appeared before the board to discuss legislative session.

7. General Business

7.a Interim County Administrator's Agreement

Commissioner Simpkins stated there was normally not a contract done for interim; she was not sure why they were doing an actual contract. She stated she would like the spending threshold lowered to \$5,000 and to place a hiring freeze.

Commissioner Holt stated she not sure if they could vote on things that were not advertised on the special meeting. Mr. Williams stated they cannot vote if it was not publicly advertised, but they could discuss it. He stated they need to decide first on doing an agreement or not. He was not comfortable with lowering the threshold but they could ask in the contract that any agreements come before the board for approval. Commissioner Green stated he did not see why they should change policies for an interim agreement.

Commissioner Wood stated Mr. Morris was helping them, they are not helping him. Commissioner Holt asked Mr. Morris how many resignations he has gotten and Mr. Morris stated 2. Commissioner Holt asked Mr. Morris what was the delay with Stevens School. Mr. Morris stated the delay was not with the county; they need to wait on the state to say when they can go.

Commissioner Green asked Mr. Morris to answer if he was comfortable taking this role. Mr. Morris stated he was very comfortable with the understanding that this was temporary.

Commissioner Simpkins mentioned an email from the Clerk and stated they still have not addressed it. Mr. Morris stated it was still an ongoing investigation. Mr. Williams stated the investigation was confidential; it was not appropriate to get into detail but can give surface details. The Clerk was inquiring about it; did not see any violation of county policy.

Chair Hinson asked Mr. Williams to read the email from the Clerk. Mr. Williams stated the email came in today; normally would do research on it but he has not had time yet and will not provide an opinion on it yet. Chair Hinson stated to give the attorney a couple days to read it and do research.

Commissioner Green stated this email came from the Clerk and it seems like they always get information like that on the day of a meeting. He stated the Clerk should come to meetings.

Bishop Green appeared before the board and expressed his concerns. He stated it is always good to have a plan in place when taking action such as firing the County Administrator.

Commissioner Holt stepped out at 6:56 p.m.

Commissioner Holt returned at 6:57 p.m.

COMMISSIONER WOOD MADE A MOTION TO PUT THE INSURANCE PREMIUMS IN PLACE FOR THE INTERIM COUNTY ADMINISTRATOR AND TO APPROVE SALARY OF \$140,000 RETROACTIVE TO

NOVEMBER 19, 2024. COMMISSIONER HOLT MADE THE SECOND AND THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

7.b Review of County Administrator's Position and Criteria for Advertising

Chair Hinson stated they should table this item due to time constraints. Commissioner Green stated the purpose of this meeting was regarding the administrator and advertising.

Commissioner Simpkins mentioned using a headhunter to complete the search for a County Administrator. Commissioner Holt stated to look at the requirements that they want the headhunter to look for.

Ms. Burroughs appeared. She gave an overview of the process for advertising. Commissioner Green stated he would like community input on this process.

COMMISSIONER HOLT MADE A MOTION TO HIRE AN OUTSIDE FIRM TO ASSIST WITH HIRING A COUNTY ADMINISTRATOR AND TO HAVE THE HR DIRECTOR BRING THE INFORMATION BACK TO THE BOARD. COMMISSIONER GREEN MADE THE SECOND AND THE BOARD VOTED 5-0 TO APPROVE.

7.c County Attorney Discussion regarding upcoming SHADE Meeting

County Attorney stated the below SHADE Meetings.

Bopp vs. Gadsden County
Jackson vs Gadsden County

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE SHADE MEETING AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

7.d County Attorney Legal Services Agreement

Chair Hinson stated the purpose for this item was to have the Commissioners look at the contract and have a conversation.

Commissioner Wood asked how much they are being charged for tonight's meeting and Mr. Williams stated \$215 an hour.

Commissioner Wood stated he had never heard of hiring an attorney for four years. He felt like the Attorney was representing the county manager and not the commissioners; he did not feel like this contract was legal. Commissioner Wood stated the Florida Bar and Attorney General would not stand for this contract and he thought it was bad for Gadsden County.

Mr. Williams stated he has never said he was averse to clients and he was not being that way towards Commissioner Wood. He stated he represents all Commissioners and he calls every Commissioner to brief them on issues being handled at meetings.

Commissioner Green stated they could look at the contract and make amendments; he understood where Commissioner Wood came from but felt like Commissioner Wood was not giving Mr. Williams a chance.

Commissioner Holt stated all commissioners were notified about the interviews. She stated all the contracts that Mr. Williams is working on should have been taken care of by the previous law firm.

Commissioner Green stated to clarify some things that Commissioner Wood brought up. The cigar bar had nothing to do with the Attorney. He wished they would iron out the differences and move forward.

Commissioner Wood stated he remembered when Mr. Dixon arrived, Commissioner Holt stated to wait for them to do that because they have new commissioners coming on board. He did not get that opportunity since they did not wait for him to get on the board before selecting a County Attorney. Commissioner Wood asked if Mr. Williams wrote the contract and Mr. Williams stated he could only comment in terms of the process, due to the nature of this conversation. He stated he drafted the contract and the board decided to vote on it. Chair Hinson stated they have not mentioned firing him, they were just discussing the contract and asking questions. Mr. Williams stated they have this item on the agenda, if there was a motion from the board to terminate the contract, it was appropriate to vote on it. The fact that it has not occurred yet, did not change the fact that it can occur. Because of that, he has to provide the kind of legal advice he is doing now.

Chair Hinson asked if Mr. Williams wrote this contract for the best interest of the board or for himself. Mr. Williams stated he wrote a contract that was presented to the board and they voted and agreed to the terms of the contract. If this board decided to do something differently, he has to be limited on his legal advice. Chair Hinson stated if Mr. Williams wrote the contract for the best interest of the board, then why are Commissioners not allowed to seek other legal advice in regards to this contract. Mr. Williams stated that was not what the contract says.

Commissioner Wood stated he did not like how this happened and how it started. He listened to what Commissioner Green stated and he was not going to make a motion tonight.

Bonnie Francis appeared. She stated she hoped they would get it together.

Bishop Green appeared again. He stated he was embarrassed to say that he was not convinced that every member on the board has read the contract. He stated he was counting on 2025 being better.

Commissioner Wood stepped out at 8:37 p.m.

Commissioner Wood returned at 8:38 p.m.

Commissioner Simpkins stated to Bishop Green that if nobody else read that contract, she read it and went through it with the board prior to the vote. She did not care how great the attorney was, there was no way she would put herself in a position where it was locked in for 3 years. They could be costing the county \$700,000 to a million dollars if they decide to terminate. She stated they did not even look at what the statutes say in regards to the contract.

Commissioner Wood mentioned that he could not even get another legal opinion without breaking the contract; that is bad business.

Commissioner Green stated it felt they were having this discussion as if they have bad legal services. He asked to give an opportunity; the county attorney is working.

Tracey Stallworth appeared again and stated he wanted to ask the county attorney some questions. If he did not resolve some of the cases that the other firm did not complete, what position would it put the county in? Mr. Williams stated they wrapped up the Waste Pro contract, they did the TDC contract, and the marketing contract. It was millions of dollars' worth of work that was backlogged.

Mr. Stallworth encouraged them to start giving out to the community and teaching high schoolers about government.

Rodney Moore, 1404 St. Hebron, appeared before the board. He stated Commissioner Simpkins had asked why they could not table the approval of a new county attorney. He stated this was serious and about their community. Mr. Moore stated Mr. Dixon could have warned Commissioners about things not getting done under the previous county attorney. He stated it was nothing personal against Mr. Williams but his contract was just too much and he agreed that it was illegal.

Derrick Elias, 233 Cheeseborough Ave, appeared before the board. Mr. Elias stated within the contract, there was a clause of provision that stated both parties had the opportunity to have other counsel to review. He stated he had asked the board who had reviewed it on behalf of the county. The former county administrator stated the same county attorney who wrote the contract was the one who reviewed it on behalf of the county. It was a conflict of interest. He stated this was a bad contract and it was going to cost them.

Commissioner Holt stated the county managers do not supervise the attorney, the board does. Everyone on the board had an opportunity to study and review the contract. Over the years, the attorney has always written the contracts.

Commissioner Simpkins stepped out at 9:10 p.m.

Chair Hinson asked Mr. Williams how many years were on the contract. Mr. Williams stated it was 3 years. Chair Hinson asked Mr. Williams if he was aware of the statutory limitation regarding the severance pay for employees? Mr. Williams stated it would be improper to give any comments to questions like that.

Chair Hinson passed out Florida Statute Chapter 215 Section 425 where it mentioned a requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.

Commissioner Simpkins returned at 9:16 p.m.

Commissioner Holt stepped out at 9:16 p.m.

Commissioner Holt returned at 9:20 p.m.

Roosevelt Rogers appeared and stated it sounded like there was an issue with the contract and not the attorney. They should go back and look at the contract.

8. **Motion to Adjourn**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 9:26 PM.

GADSDEN COUNTY, FLORIDA

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

ATTEST:

NICHOLAS THOMAS, Clerk