

Date: May 21, 2009

Meeting: County Commission meeting – Regular -- Columbia County, FL

Subject: Agenda Item: Stephen Bailey, Chairman
Florida Crown Workforce Board Update

Participants: **COM BAILEY:** Mr. Stephen Bailey – Chairman
COM WILLIAMS: Mr. Ronald Williams – Dist. 1
COM WEAVER: Mr. Dewey Weaver – Dist. 2
COM DUPREE: Mr. Jody DuPree – Dist. 3
COM FRISINA: Ms. Scarlet Frisina – Dist. 4
ATNY FEAGLE: Mr. Marlin Feagle – County Attorney

Transcript prepared by: [Columbia County Observer](#)

--- 131 ---

COM BAILEY: Next on the agenda is the Florida Crown Workforce Board withdrawal update from me. So that I make sure that I don't miss anything I have prepared something I'm going to read to the Board and Madam Clerk I will supply this to you and the end.

On Wednesday, May 13, 2006[9], Greg Stewart, attorney with Nabors, Giblin and Nickerson; County Manager Dale Williams and I met with Larry Thompson, who is the chairman of Florida Crown Workforce Board, John Chastain, the Executive Director of Florida Crown Force, and Florida Crown's Attorney Tom Brown.

We met to discuss issues between both of the entities. Due to the number of issues that existed, it was the county's decision to select one area for discussion. The area chosen was the Consortium and the issues surrounding its functions. All parties present agreed that progress was made and that a dialogue should continue.

As you are aware, Columbia County approved a resolution to withdraw from Florida Crown.

Mr. Thompson has asked that we withdraw the resolution based on a good faith effort that we will resolve all the issues at hand. Keep in mind

that the county can also adopt a new resolution by giving a 30 day's notice of the cancellation.

And that is basically where we're at. So at this time for the update I am bringing to the board Mr. Thompson's request that we withdraw our resolution based on the good faith effort.

Is there any questions from the board?

--- 152 ---

COM WEAVER: Our interlocal agreement expires June 30th anyway?

COM BAILEY: That is correct. Our interlocal agreement expires June 30th.

COM WEAVER: I personally think that we should withdraw it as a good faith effort because we still in 45 days, the agreement runs out anyway and we've go to act on a new interlocal at that time. If we haven't seen any progress in the next 45 days we can always choose not to do a new interlocal. With that said, I'll move that we withdraw that May 15th deadline.

COM WILLIAMS: May 15th?

COM WEAVER: I think May 15th was the deadline date for that withdrawal, for notice. Is that correct?

COM BAILEY: That's correct. That's when the resolution went into effect. June 1st was the, er June 30th is the ~~unintelligible~~.

COM FRISINA: Second

COM BAILEY: We have a motion. We have a second.

COM WEAVER: Mr. Feagle is that the correct form.

ATNY FEAGLE: That the correct form, but I'm checking to see if this interlocal actually expires June 30th. It provides as you said for a thirty day notice of cancellation, but this says the agreement will have duration equal to the period that the RWB designations remain in effect for the geographical area. So, I don't have all of the information with me tonight, cause I didn't know that would be a question, but I'm not so sure that it automatically expires June the thirtieth. That's the point I'm making.

62 **COM WEAVER:** OK. I'll amend that motion to say forty five days. If
63 significant progress in forty five days on our concerns with the interlocal and how it
64 deals with the consortium.

65 **COM BAILEY:** OK. Can I get you to help us clarify?

66 --- 174 ---

67 **COM WEAVER:** The amendment is to rescind the notice of withdrawal –
68 and -- we will take action on June the thirtieth. –

69 **~~unintelligible~~ :** OK -- OK

70 **COM WEAVER:** forty five days from the fifteenth period, unless we see
71 significant advances to address our concerns. And that's concerns dealing with the
72 consortium.

73 **COM BAILEY:** Is there a second?

74 **COM FRISINA:** Second.

75 **COM BAILEY:** I have a motion and a second.

76 **ATNY FEAGLE:** Mr. Chairman, let me ask for clarification in case I'm
77 **~~unintelligible~~** Commissioner are you saying that the withdrawal will be effective
78 June 30th now unless some action is taken.

79 **COM WEAVER:** No sir. I'm saying we'll rescind the May 15th notice of
80 termination and we will readdress it in a letter June 30th.

81 **ATNY FEAGLE:** OK

82 **COM WEAVER:** If we don't have any kind of significant -- addressing or our
83 concerns about the consortium and how it's run by June 30th, we'll re address it and
84 whether that is a thirty day notice to withdraw or whatever the case might be, but we
85 will re address it by June, as soon after June thirtieth as we can.

86 **ATNY FEAGLE:** OK

87 **COM WEAVER:** That gives forty-five days to make some kind of progress.

88 **MARLIN FEAGLE:** So your motion doesn't contain any automatic with drawl
89 date.

90 **COM WEAVER:** No sir.

MARLIN FEAGLE: Thank you.

COM WEAVER: Your welcome.

COM WILLIAMS: It does not do what?

--- 195 ---

COM WEAVER: It doesn't contain any automatic withdrawal date. After June 30th then we can again give thirty days notice of termination if we don't see significant improvement.

COM BAILEY: Commissioner DuPree

COM DUPREE: Yes sir. I'm not going to be able to support this. Let me tell you why. I understand that the whole reason that Mr. Thompson asked for this was to show some good faith effort toward us resolving this Florida Crown conflict. I think that this Board has done more than that already because this same Board that requested a new Florida Crown, as a Board, and then we allow a meeting to take place without the board, in order to resolve this conflict. As a result of that to, I understand that the executive director of Florida Crown didn't want to have a meeting at the county building. They had to move it to the city or somewhere, cause he didn't want to be at the county.

With that said, I also understand coming out of that meetin that Columbia County, or the attorney's for Columbia County, are preparing a new interlocal agreement to try to get it ratified with Florida Crown, to meet some the concerns that we have as a board to protect this county.

Now, the way I understand the interlocal agreement, it don't expire. As long as region 7 exists, the interlocal exists, unless you change it and that would take the Consortium, in order to make that happen. I don't feel that's going to happen and I know that the interlocal that exists today, I cannot support what's going on with Florida Crown, with the interlocal as it is written.

So, I don't see, for starters, I don't see where it benefits the citizens of Columbia County, what so ever, for us to show a good faith effort by rescinding something we've already done, because its not going to have any sort of effect to it. So, in my opinion, the way I feel is that the motions that was been taken, as far as the meetings and the dialogue and the steps that have been take today, to try to resolve the issues that this board has in assuring that the residents of Columbia County are properly administered to Florida Crown, I think have already been taken.

And I don't think that this is going to benefit us what so ever in trying to resolve this conflict.

COM BAILEY: First off let me correct one thing. The Consortium does not -- the Consortium is one member from each of the four counties. We do not approve the interlocal agreement. The interlocal agreement goes back to each one of the full boards of county commissioners. Is that correct Mr. Feagle?

ATNY FEAGLE: Well yes, that's my understanding.

COM BAILEY: It goes back to each board.

COM DUPREE: I think the point I am trying to make by that though, in order for the interlocal to change, the consortium has to be the ones to instigate the change in the interlocal. Now the interlocal itself is going to be approved by the four boards of region 7 but no independent board in the region can -- just institute this change in the interlocal. So, if I understand it right, I know that we would approve it in its final print, but in order to get it to a final print, it would have to be begun inside of the organization of Florida Crown. Either way, the interlocal agreement will not expire on June 30th, it will continue right on. So at least in the chronic position that we're in right now, we know that there is no ~~~unintelligible~~~ being prepared that we can present to the other boards in region 7 for their input into its content.

--- 249 ---

COM BAILEY: Commissioner Williams.

COM WILLIAMS: I -- I -- do not feel at this time that we should, in a sense, be withdrawing the interlocal, but I believe if we can do something in good faith and get some movement that we should sometime. A group, a committee can work together to come to a resolution quicker than a entire board can, in a sense of speaking. One of the things I asked at during the briefing that we wasn't going to be sitting on this darn thing. We are going to get a resolution. We are going to make dialogue with the other county commissioners to express our concerns that we feel that that the way that the interlocal s written out is improper and that we need to address it to make sure that we straighten it out. I understand that there will be a meeting with the whole board. Going ask for a meeting with the whole board of the counties instead of the member that represent that county.

And here again, if I got to go to Oak, I just take US 90 and go. I don't mind going all the way up to White Springs and hit 129, I mean 136 and to the back way. 236 and go the back way -- before you get to Live Oak. But I don't want to wait a long time to do that.

Now if there is not significant movement by June 30th, I'm ready to go. I'm just tired of bothering with it. And I got a problem if there's a meeting, when a director tells a attorney to shut up, and he shut up. Then the dog is wagging the tail. The tail is wagging the dog, instead of the dog wagging the tail. And I understand that what happened in that meetin. I wasn't there. I'm just ~~unintelligible~~ about what I was told. If Marlin's trying to advise us and I just tell Marlin to shut up -- something's wrong. Now like I say, I don't know whether that happened, I wasn't there, but I was told ~~unintelligible~~ that happened. So you got one person making all of the comments and don't want legal advice from the attorney. So you know I'm ready for these thing to come to a end. I support Mr. Weaver's motion, simply because if two or three can work out what this board can't, in a sense of speakin, and we get what we need for the long term, then I'm fine with that. But I don't want it drug out. It's just that simple.

COM FRISINA: Stephen, you were there, weren't you. What was your opinion of that? What was done?

COM BAILEY: At least there's dialogue. There had not been dialogue prior to.

COM FRISINA: ~~unintelligible~~ a step forward.

COM BAILEY: I hope that it's a step forward. I hope that it's a positive step forward. But again, I think that good faith effort on our part, even though we have, you know, cream rises to the top. And you know, here we go again and let's give this thing one more shot and if it doesn't, then we've given every effort that we can to come to terms and come to agreement and I feel that we've got a better shot then if we have to go stand in Tallahassee and ask for additional changes.

COM WEAVER: Call for the question Mr. Chairman.

COM BAILEY: The question has been called for. All those in favor signify by saying aye.

(Williams, Weaver, Bailey, Frisina – "aye")

COM BAILEY: All opposed.

COM DUPREE: Me

COM BAILEY: The motion carries four to one.

--- 306 ---