

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
SEPTEMBER 4, 2018
9:00 AM
AGENDA**

The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. Any handouts (information) for distribution to the Commission must be submitted to the Board Secretary (Clerk's Office) or to the County Coordinator on or before the Thursday prior to that Tuesday's meeting. Failure to do so will result in your removal from the agenda or a delay of any action relating to your request until a future meeting.

- 9:00 AM** **Call to Order**
Prayer and Pledge
Approval of Minutes
Payment of County Bills
- 9:05 AM** **Public Comments** – *(This is an opportunity for the public to comment on agenda or non-agenda items. When you are recognized to be heard by the Chairman, please sign the speaker's log and adhere to the time limit. An individual will be allowed to speak for three minutes whereas a designated representative of a group or faction will be allowed to speak for five minutes.)*
- 9:10 AM** **Department Directors Report**
Howard Nabors – Superintendent of Public Works
Fonda Davis – Solid Waste Director
Pam Brownell – Emergency Management Director
Erik Lovestrand – Extension Office Director
- 9:30 AM** **Curt Blair – TDC Administrator – Report**
- 9:45 AM** **Marcia M. Johnson – Clerk of Courts – Report**
- 10:00 AM** **Whitney Barfield (Alan Pierce) – RESTORE Coordinator – Report**
- 10:15 AM** **Michael Morón – County Coordinator – Report**
- 10:30 AM** **Public Hearing – Re-Zoning Request – Teresa & Mark Milliken**
A request to Re-Zone from C-2 Commercial Business District to C-4 Mixed Use Residential Commercial of Unit 1, Block 2W, Lot 20, also known as 115 West Pine Avenue, St. George Island. There will be an opportunity for public comments during this hearing. When recognized by the Chairman, please sign the speaker's log and adhere to the time limit.
- 10:45 AM** **Michael Shuler – County Attorney – Report**
- 11:00 AM** **Executive Attorney – Client Session (This session is closed to the public)**
The Franklin County Board of County Commissioners will meet in Executive Session at 34 Forbes Street, Apalachicola, Florida, on Tuesday, September 4, 2018, at 11:00 a.m. (ET) to receive the advice of counsel concerning the following pending litigation: Franklin Boulevard Development, LLC vs Franklin County, Florida. Case Number 2017-183-CA, pending before the circuit court, Franklin County, Florida.
- 11:10 AM** **Re-Open public meeting and possible action on proposed settlement in Franklin Boulevard Development, LLC vs Franklin County, Florida. Case Number 2017-183-CA**
- 11:20 AM** **Commissioners' Comments**
- 11:45 PM** **Adjourn**

September 4, 2018
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 8/16/2018 - 8/29/2018

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	8/16/2018	Old Ferry Dock Road
Cut grass along shoulders of road on county right of way	8/16/2018	Hickory Dip
Litter Pickup	8/16/2018	Avenue A
Trim Trees, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	8/16/2018	Creamer Street
Trim Trees, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	8/16/2018	Old Ferry Dock Road
Trim Trees	8/16/2018	Old Ferry Dock Road
Weed Eat & Cut Grass around signs & Culverts	8/16/2018	Avenue A
Weed Eat & Cut Grass around signs & Culverts	8/16/2018	Creamer Street
Cut grass along shoulders of road on county right of way	8/16/2018	Avenue A
Trim Trees, Cut bushes back	8/22/2018	Tallahassee Street
Pot hole Repair (Fill)	8/23/2018	Power Drive
Pot hole Repair (Fill)	8/23/2018	Avenue A
Pot hole Repair (Fill)	8/23/2018	Shuler Avenue
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	8/27/2018	Otterslide Road
Box drag	8/28/2018	E 7th Street
Box drag	8/28/2018	Randolph Street
Box drag	8/28/2018	Land Street
Box drag	8/28/2018	Buck Street, St. George Island
Box drag	8/28/2018	Wing Street
Box drag	8/28/2018	McCloud Street
Box drag	8/28/2018	E 5th Street
Box drag	8/28/2018	Gunn Street
Box drag	8/28/2018	Palmer Street
Box drag	8/28/2018	E 4th Street
Box drag	8/28/2018	Brown Street
Box drag	8/28/2018	Quinn Street
Box drag	8/28/2018	E 1st Street
Box drag	8/28/2018	E 2nd Street
Box drag	8/28/2018	E 6th Street
Box drag	8/28/2018	Gibson Street
Box drag	8/28/2018	Bradford Street
Box drag	8/28/2018	W 6th Street
Box drag	8/28/2018	W Sawyer Street
Box drag	8/28/2018	E 8th Street
Box drag	8/28/2018	W 3rd Street
Box drag	8/28/2018	W 4th Street
Box drag	8/28/2018	W 5th Street
Box drag	8/28/2018	Porter Street
Box drag	8/28/2018	Marks Street
Box drag	8/28/2018	W Bay Shore Drive
Box drag	8/28/2018	W 10th Street
Box drag	8/28/2018	W 9th Street

District 1**Work Performed:**

	<u>Date</u>	<u>Road</u>
Box drag	8/28/2018	W 8th Street
Box drag	8/28/2018	Nedley Street
Graded Road(s)	8/28/2018	Bledsoe Street
Box drag	8/28/2018	E 10th Street
Box drag	8/28/2018	E 9th Street
Graded Road(s)	8/28/2018	W Pine Avenue
Graded Road(s)	8/28/2018	Akel Street
Graded Road(s)	8/28/2018	Howell Street
Graded Road(s)	8/28/2018	Bruce Street
Box drag	8/28/2018	Baine Street
Graded Road(s)	8/28/2018	Patton Street
Box drag	8/28/2018	E 11th Street
Box drag	8/28/2018	E Pine Avenue
Box drag	8/28/2018	Bell Street
Box drag	8/28/2018	Brinkley Street

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	8/16/2018	Old Ferry Dock Road	54	0
Debris	8/22/2018	Tallahassee Street	27	0

Debris **TOTAL****81** **0**

Litter	8/16/2018	Avenue A	1	0
Litter	8/27/2018	Otterslide Road	2	0

Litter **TOTAL****3** **0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	8/28/2018	Cook Street	18	0
Dirty 89 Lime Rock	8/28/2018	W Pine Avenue	18	0
Dirty 89 Lime Rock	8/28/2018	Akel Street	18	0

Dirty 89 Lime Rock **TOTAL****54** **0**

Milled Asphalt	8/23/2018	Shuler Avenue	3	0
Milled Asphalt	8/23/2018	Power Drive	3	0
Milled Asphalt	8/23/2018	Avenue A	3	0

Milled Asphalt **TOTAL****9** **0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
Sign Maintenance	8/16/2018	Elder Street
Sign Maintenance	8/16/2018	Florida Avenue
Cut grass in ditches	8/16/2018	Elder Street
Cut grass in ditches	8/16/2018	Oak Street
Box drag	8/20/2018	Harbor Circle
Box drag	8/20/2018	Harry Morrison
Box drag	8/20/2018	Lakeview Drive
Box drag	8/20/2018	Fernway Road
Box drag	8/20/2018	Magnolia Street
Box drag	8/20/2018	Alligator Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Putnal Street
Cut grass along shoulders of road on county right of way	8/21/2018	Florida Avenue

District 2**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Graded Road(s)	8/21/2018	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	8/21/2018	CR67
Cut grass along shoulders of road on county right of way	8/21/2018	Titi Street
Cut grass along shoulders of road on county right of way	8/21/2018	Elder Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Oleader Terrace
Cut grass along shoulders of road on county right of way	8/21/2018	Hinton Street
Cut grass along shoulders of road on county right of way	8/21/2018	Putnal Street
Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Oak Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Oak Street
Cut grass along shoulders of road on county right of way	8/21/2018	Palmetto Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Putnal Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Hinton Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Florida Street
Cut grass along shoulders of road on county right of way	8/22/2018	Collins Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Kentucky Ave
Cut grass along shoulders of road on county right of way	8/22/2018	Massachusetts Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Maryland Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Arizona Street
Cut grass along shoulders of road on county right of way	8/22/2018	Colorado Street
Cut grass along shoulders of road on county right of way	8/22/2018	Connecticut Street
Cut grass along shoulders of road on county right of way	8/22/2018	Newman Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Florida Street
Cut grass along shoulders of road on county right of way	8/22/2018	Idaho Street
Cut grass along shoulders of road on county right of way	8/22/2018	Georgia Street
Cut grass along shoulders of road on county right of way	8/22/2018	Idaho Street
Cut grass along shoulders of road on county right of way	8/22/2018	Delaware Street
Cut grass along shoulders of road on county right of way	8/22/2018	Delaware Street
Cut grass along shoulders of road on county right of way	8/22/2018	Alabama Street
Cut grass along shoulders of road on county right of way	8/22/2018	Massachusetts Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Maryland Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Arizona Street
Cut grass along shoulders of road on county right of way	8/22/2018	California Street
Cut grass along shoulders of road on county right of way	8/22/2018	Carolina Street
Cut grass along shoulders of road on county right of way	8/22/2018	Iowa Street
Cut grass along shoulders of road on county right of way	8/22/2018	Connecticut Street
Cut grass along shoulders of road on county right of way	8/22/2018	Spring Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Florida Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Illinois Street
Cut grass along shoulders of road on county right of way	8/22/2018	Spring Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Indiana Street
Cut grass along shoulders of road on county right of way	8/22/2018	Illinois Street
Cut grass along shoulders of road on county right of way	8/22/2018	Maine Street
Cut grass along shoulders of road on county right of way	8/22/2018	Colorado Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Franklin Street
Cut grass along shoulders of road on county right of way	8/22/2018	Iowa Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Florida Street

District 2**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Illinois Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Indiana Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Spring Drive
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Parker Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	California Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Gulf Court
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Oak Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Oak Street
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Hinton Street
Pot hole Repair (Fill)	8/22/2018	Carlton Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Oak Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Heffernan Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Kentucky Ave
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Newman Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Infeild Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Indiana Street
Cut grass along shoulders of road on county right of way	8/22/2018	Maine Street
Cut grass along shoulders of road on county right of way	8/22/2018	Newman Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Collins Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Pine Street
Cut grass along shoulders of road on county right of way	8/22/2018	Holland Avenue
Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Delaware Street
Cut grass along shoulders of road on county right of way	8/22/2018	Heffernan Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Parker Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Gulf Court
Stock Piled	8/22/2018	Stock Pile, CR 370 - Alligator Drive - Alligator
Cut grass along shoulders of road on county right of way	8/22/2018	CR67
Cemetery, Cut, Raked & Cleaned	8/22/2018	Carrabelle Cemetery
Litter Pickup	8/22/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/22/2018	Heffernan Drive
Cut grass along shoulders of road on county right of way	8/22/2018	Warren Avenue
Cut grass along shoulders of road on county right of way	8/22/2018	Carolina Street
Cut grass along shoulders of road on county right of way	8/23/2018	Carnival Lane
Cut grass along shoulders of road on county right of way	8/23/2018	Mardi Gras Way
Cut grass along shoulders of road on county right of way	8/23/2018	Carousel Lane
Cut grass along shoulders of road on county right of way	8/23/2018	Cypress Street
Cut grass along shoulders of road on county right of way	8/23/2018	Donax Place
Cut grass along shoulders of road on county right of way	8/23/2018	Bay Front Drive
Cut grass along shoulders of road on county right of way	8/23/2018	Sea Shell Avenue
Cut grass along shoulders of road on county right of way	8/23/2018	Lake Morality Road
Cut grass along shoulders of road on county right of way	8/23/2018	Carnival Lane
Cut grass along shoulders of road on county right of way	8/23/2018	Fiesta Drive
Cut grass along shoulders of road on county right of way	8/23/2018	CR67
Cut grass along shoulders of road on county right of way	8/23/2018	Mardi Gras Way
Cut grass along shoulders of road on county right of way	8/23/2018	Carousel Lane
Cut grass along shoulders of road on county right of way	8/23/2018	Cypress Street

District 2**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	8/23/2018	Donax Place
Cut grass along shoulders of road on county right of way	8/23/2018	Bay Front Drive
Cut grass along shoulders of road on county right of way	8/23/2018	Sea Shell Avenue
Cut grass along shoulders of road on county right of way	8/23/2018	Alligator Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Massachusetts Avenue
Graded Road(s)	8/23/2018	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	8/23/2018	Fiesta Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Georgia Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Kentucky Ave
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Delaware Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Alabama Street
Cemetery, Cut, Raked & Cleaned	8/23/2018	Carrabelle Cemetery
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Oak Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Florida Street
Cut grass along shoulders of road on county right of way	8/23/2018	Alligator Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Heffernan Drive
Trim Trees	8/23/2018	Putnal Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	Oak Street
Trim Trees	8/23/2018	Oak Street
Cut grass along shoulders of road on county right of way	8/27/2018	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	8/27/2018	Maxine Road
Cut grass along shoulders of road on county right of way	8/27/2018	West Drive
Cut grass along shoulders of road on county right of way	8/27/2018	Sanborn Road
Cut grass along shoulders of road on county right of way	8/27/2018	CR67
Cut grass along shoulders of road on county right of way	8/27/2018	Carlton Millender Road
Cut grass along shoulders of road on county right of way	8/27/2018	Maxine Road
Cut grass along shoulders of road on county right of way	8/27/2018	Kendrick Road
Cut grass along shoulders of road on county right of way	8/27/2018	West Drive
Cut grass along shoulders of road on county right of way	8/27/2018	Kendrick Road
Cut grass along shoulders of road on county right of way	8/27/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/27/2018	Baywood Drive
Cut grass along shoulders of road on county right of way	8/27/2018	Carlton Millender Road
Cut grass along shoulders of road on county right of way	8/27/2018	Sanborn Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	8/28/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/28/2018	Carlton Millender Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/28/2018	Maxine Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/28/2018	West Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/28/2018	Kendrick Road
Cut grass along shoulders of road on county right of way	8/28/2018	Ken Cope
Cut grass along shoulders of road on county right of way	8/28/2018	BlueWater Beach Circle

District 2**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cleaned ditches	8/28/2018	Oak Street
Cut grass along shoulders of road on county right of way	8/28/2018	Oak Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/28/2018	Baywood Drive
Cleaned ditches	8/28/2018	Elder Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	8/28/2018	US HWY 98 (Lanark)
Solid Waste Maint.	8/28/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/28/2018	Sanborn Road
Solid Waste Maint.	8/29/2018	CR67
Cut grass along shoulders of road on county right of way	8/29/2018	Magnolia Street
Cut grass along shoulders of road on county right of way	8/29/2018	Pine Street
Cut grass along shoulders of road on county right of way	8/29/2018	Oak Street
Cut grass along shoulders of road on county right of way	8/29/2018	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	8/29/2018	Maple Street
Solid Waste Maint.	8/29/2018	CR67
Cut grass along shoulders of road on county right of way	8/29/2018	Surf Drive
Cut grass along shoulders of road on county right of way	8/29/2018	Alligator Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	8/29/2018	CR67
Pot hole Repair (Fill)	8/29/2018	Baywood Drive
Pot hole Repair (Fill)	8/29/2018	West Drive
Pot hole Repair (Fill)	8/29/2018	Maxine Road
Pot hole Repair (Fill)	8/29/2018	Kendrick Road
Weed Eat & Cut Grass around signs & Culverts	8/29/2018	CR67
Cut grass along shoulders of road on county right of way	8/29/2018	Mariner Circle

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Trees	8/23/2018	Oak Street	2	0
Trees	8/23/2018	Putnal Street	2	0

Trees**TOTAL****4 0****Material HAUL To:**

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	8/22/2018	Carlton Avenue	6	0
Dirty 89 Lime Rock	8/23/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	#Error	18.25
Dirty 89 Lime Rock	8/23/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	0	18.3299999237
Dirty 89 Lime Rock	8/23/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	0	17.9899997711
Dirty 89 Lime Rock	8/23/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	0	18.0699996948
Dirty 89 Lime Rock	8/23/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	0	18.1900005341

Dirty 89 Lime Rock**TOTAL****6 90.8299999237**

Milled Asphalt

8/29/2018

Kendrick Road

0.5

0

Milled Asphalt

8/29/2018

Maxine Road

0.5

0

Milled Asphalt

8/29/2018

West Drive

0.5

0

Milled Asphalt

8/29/2018

Baywood Drive

0.5

0

Milled Asphalt**TOTAL****2 0**

Sand

8/21/2018

Stock Pile, CR 370 - Alligator Drive - Alligator

90

0

Sand

8/21/2018

Stock Pile, CR 370 - Alligator Drive - Alligator

90

0

Sand**TOTAL****180 0****District 3**

District 3**Work Performed:**

	<u>Date</u>	<u>Road</u>
Culvert installation	8/27/2018	25th Avenue
Culvert installation	8/27/2018	25th Avenue

0

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Driveway repair	8/16/2018	Squire Road
Driveway repair	8/16/2018	Bluff Road
Travel	8/16/2018	Bluff Road
Graded Road(s)	8/16/2018	8 Mile
Graded Road(s)	8/16/2018	10 Mile
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/20/2018	Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/20/2018	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/20/2018	Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/20/2018	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/21/2018	Apalachee Street
Cut grass along shoulders of road on county right of way	8/21/2018	Franklin Street
Pot hole Repair (Fill)	8/23/2018	Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	26th Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	2nd St
Culvert installation	8/27/2018	Highland Park Road
Culvert installation	8/27/2018	Highland Park Road
Cleaned ditches	8/28/2018	Highland Park Road
Cleaned ditches	8/28/2018	Linden Road
Cleaned ditches, Cleaned out culverts	8/29/2018	Linden Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/29/2018	Health Department (Apalachicola)

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	8/28/2018	Linden Road	18	0
Ditch Dirt	8/28/2018	Highland Park Road	18	0
Ditch Dirt	8/28/2018	Oak Drive	18	0

Ditch Dirt**TOTAL****54****0**

Litter

8/20/2018

Bluff Road

1

0

Litter

8/20/2018

Bluff Road

1

0

Litter

8/20/2018

Emergency Management (Apalachicola)

1

0

Litter

8/20/2018

Emergency Management (Apalachicola)

1

0

Litter**TOTAL****4****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
50# Bagged Asphalt	8/16/2018	Squire Road	3	0
50# Bagged Asphalt	8/16/2018	Bluff Road	3	0

50# Bagged Asphalt**TOTAL****6****0**

Black Dirt

8/16/2018

8 Mile

36

0

District 4**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	8/16/2018	10 Mile	18	0
Black Dirt		TOTAL	54	0
Dirty 89 Lime Rock	8/16/2018	10 Mile	18	0
Dirty 89 Lime Rock	8/16/2018	8 Mile	18	0
Dirty 89 Lime Rock	8/27/2018	Highland Park Road	9	0
Dirty 89 Lime Rock		TOTAL	45	0
Milled Asphalt	8/23/2018	Bluff Road	4	0
Milled Asphalt		TOTAL	4	0

District 5**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	8/16/2018	6th Street
Litter Pickup	8/16/2018	CC Land
Pot hole Repair (Fill)	8/16/2018	Lighthouse Road
Cut grass along shoulders of road on county right of way	8/16/2018	CC Land
Cut grass along shoulders of road on county right of way	8/16/2018	Tricia's Way
Weed Eat & Cut Grass around signs & Culverts	8/16/2018	6th Street
Cut grass in ditches	8/16/2018	CC Land
Cleaned ditches, Cleaned out culverts	8/20/2018	Wilderness Road
Litter Pickup	8/20/2018	Airport Road
Litter Pickup	8/20/2018	Jonna Drive
Litter Pickup	8/20/2018	Sharol Court
Litter Pickup	8/20/2018	Beacon Street
Litter Pickup	8/20/2018	Timber Island Road
Cleaned ditches, Cleaned out culverts	8/20/2018	Ridge Road
Cut grass along shoulders of road on county right of way	8/20/2018	Frank McKamey Way
Litter Pickup	8/20/2018	Cape Street
Cut grass along shoulders of road on county right of way	8/20/2018	Beacon Street
Cut grass along shoulders of road on county right of way	8/20/2018	Cape Street
Cut grass along shoulders of road on county right of way	8/20/2018	Sharol Court
Cut grass along shoulders of road on county right of way	8/20/2018	Airport Road
Cut grass along shoulders of road on county right of way	8/20/2018	Bayou Drive
Cut grass along shoulders of road on county right of way	8/20/2018	Timber Lane
Cut grass along shoulders of road on county right of way	8/20/2018	Timber Island Road
Box drag	8/20/2018	St Teresa Ave
Cut grass along shoulders of road on county right of way	8/20/2018	Lighthouse Road
Litter Pickup	8/20/2018	Lagoon Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	8/20/2018	Tourist Development Center
Litter Pickup	8/20/2018	Lighthouse Road
Litter Pickup	8/20/2018	Messer Road
Litter Pickup	8/20/2018	Frank McKamey Way
Pot hole Repair (Fill)	8/21/2018	Timber Island Road
Cut grass along shoulders of road on county right of way	8/22/2018	Georgia Avenue
Graded Road(s)	8/23/2018	Mill Road
Driveway repair	8/23/2018	Ridge Road
Trim Trees, Cut bushes back, Weed Eat & Cut Grass around signs & Culverts	8/23/2018	10th Street
Cut grass along shoulders of road on county right of way	8/27/2018	Mill Road

District 5**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Litter Pickup	8/27/2018	Wilderness Road
Trim Trees	8/27/2018	Lighthouse Road
Cut grass along shoulders of road on county right of way	8/27/2018	River Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cleaned ditches	8/28/2018	Ridge Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	8/28/2018	Ridge Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	8/28/2018	Garrett Lane
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	8/28/2018	Tip Tucker Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	8/28/2018	Wilderness Road
Box drag	8/28/2018	E Bay Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	8/28/2018	Bear Creek Rd
Flagged	8/28/2018	Ridge Road
Culvert installation	8/29/2018	Ridge Road
Pot hole Repair (Fill)	8/29/2018	Gulf View Boulevard
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	8/29/2018	Wilderness Road
Culvert installation	8/29/2018	Ridge Road
Flagged	8/29/2018	Ridge Road
Culvert installation	8/29/2018	Ridge Road

0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	8/23/2018	10th Street	7	0
Debris		TOTAL	7	0
Ditch Dirt	8/20/2018	Ridge Road	9	0
Ditch Dirt	8/20/2018	Wilderness Road	9	0
Ditch Dirt	8/29/2018	Ridge Road	36	0
Ditch Dirt		TOTAL	54	0
Litter	8/16/2018	CC Land	1	0
Litter	8/20/2018	Tourist Development Center	1	0
Litter	8/27/2018	Wilderness Road	3	0
Litter	8/28/2018	Bear Creek Rd	1	0
Litter	8/28/2018	Tip Tucker Road	1	0
Litter	8/28/2018	Ridge Road	1	0
Litter	8/28/2018	Wilderness Road	1	0
Litter		TOTAL	9	0
Trees	8/27/2018	Lighthouse Road	9	0
Trees		TOTAL	9	0
<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
15" x 30' Black Plastic Culvert Pipe	8/29/2018	Ridge Road	1	0
15" x 30' Black Plastic Culvert Pipe		TOTAL	1	0
18" x 30' Culvert	8/29/2018	Ridge Road	1	0
18" x 30' Culvert	8/29/2018	Ridge Road	1	0
18" x 30' Culvert	8/29/2018	Ridge Road	1	0

District 5**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
18" x 30' Culvert	8/29/2018	Ridge Road	1	0
18" x 30' Culvert		TOTAL	4	0
50# Bagged Asphalt	8/16/2018	Lighthouse Road	1	0
50# Bagged Asphalt		TOTAL	1	0
Dirty 89 Lime Rock	8/16/2018	Lighthouse Road	18	0
Dirty 89 Lime Rock	8/23/2018	Ridge Road	3	0
Dirty 89 Lime Rock	8/29/2018	Ridge Road	18	0
Dirty 89 Lime Rock	8/29/2018	Ridge Road	72	0
Dirty 89 Lime Rock		TOTAL	111	0
Milled Asphalt	8/21/2018	Timber Island Road	3	0
Milled Asphalt	8/29/2018	Gulf View Boulevard	0.5	0
Milled Asphalt		TOTAL	3.5	0



FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation
 210 State Road 65
 Eastpoint, Florida 32328
 Tel.: 850-670-8167
 Fax: 850-670-5716
 Email: fcswd@fairpoint.net

DIRECTOR'S REPORT

DATE September 4, 2018

TIME: 9:00 A.M.

SUBJECT(S):

Right-of-Way Debris Pickup/Recycle Material Hauled August 13th – August 24th
FOR BOARD INFORMATION:

August 13th – August 24th

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
109.90 TONS	124.98 TONS	50.1 TONS	62.65 TONS	3.56 TONS	16.99 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	8.65 TONS	8.32 TONS	4.15 TONS	2.23 TONS	-0- TONS	-0- TONS	0.20 TONS
Plastic,Paper, Glass, Aluminum	3.12 TONS	3.02 TONS	3.03 TONS	1.59 TONS	-0- TONS	-0- TONS	1.59 TONS

REQUESTED ACTION: None



28 Airport Road
Apalachicola, Florida 32320
(850) 653-8977, Fax (850) 653-3643
Em3frank@gtcom.net

Report to Board of County Commissioners

Date: September 4, 2018

Action Items:

NONE

Information Items:

1. Franklin County EOC Staff continue to promote our Re-Entry Tag program and encourage all residents to apply for their Re-Entry Tag.
2. EOC Staff is updating our Special Needs Database to verify current information of our Special Needs Residents.
3. EOC Staff continue to promote the Alert Franklin System and encourage residents to sign up to receive updates and information from Emergency Management.
4. EOC Staff continue to address the issues of the Eastpoint Limerock Fire. Tress Dameron is assisting Debbie Belcher with assessment for the CDBG Grant qualifications. Staff has met with several survivors to assist with loading of donated items for their homes.
5. Jennifer Daniels attended the 3rd Qtr. Region 2 Meeting in Lafayette County on 08/30/18.
6. 08/24/18 Staff spent the day at the Donation Center located at Carrabelle City Hall organizing donations to facilitate disbursement of the items donated.
7. 08/25/18 Jennifer Daniels disbursed donations from the Donation Center to Fire survivors by appointment.
8. 08/30/18 Tress Dameron attended the funeral of Mr. Tom William's Wife in Bay County. Mr. Williams is the Salvation Army representative that set up the Canteen, prepared and assisted in delivering approximately 2000 meals for the Eastpoint Fire Survivors.

Pamela Brownell

Pamela Brownell
Director

County Extension Activities August 22 – September 4, 2018

General Extension Activities:

- Assisted clientele with soils tests, and ant issues.
- Participated in annual Extension Professional's Associations of Florida meeting in Ponte Vedra Beach, FL. Presented one abstract, attended learning sessions and statewide Initiative team meeting, and an in-service training workshop.
- Received 50%-completion architectural plans for the Extension facility renovation. Working on feedback for architect to move this to 100%-completion plans prior to soliciting bids from contractors for the work.
- Attended Florida Association of Natural Resource Extension Professionals meeting and provided report on Scholarship Committee activity this year. Extension Director is acting as Chair of the Scholarship Committee this year.

Sea Grant Extension:

- Participated in weekly conference calls to coordinate Sea turtle lighting project work on Dark Skies grant.
- Extension staff organizing invoicing information for UF Contracts and Grants office, related to cost-reimbursement on Dark Skies turtle lighting grant.

4-H Youth Development:

- Six 4-H Youth planning to attend Southern Teen Leadership conference in Tennessee this year.
- Completed annual ES 237 report for 4-H activity year.

Family Consumer Sciences:

- Family Nutrition Program (FNP) Assistant teaching scheduled programs in local schools.

Agriculture/Horticulture:

- Planning continues for a workshop in Apalachicola with the cold-hardy citrus group in N. Florida to provide information about growing citrus in N. Florida and issues with citrus greening.
- Working with Wakulla CED on hosting a Master Gardener program at local library.
- Third Tuesday horticulture program conducted at Carrabelle Library branch by Wakulla Ag Faculty.

University of Florida's Institute of Food and Agricultural Sciences

Franklin County Educational Team

Erik Lovestrand, County Extension Director/Sea Grant Regional Specialized Agent

Michelle Huber, Office Manager/Program Assistant, Franklin County

Kayle Mears, Family Nutrition Program Assistant

Samantha Kennedy, Wakulla County Family and Consumer Sciences

Rachel Pienta, Ph.D., Wakulla County 4-H Youth Development

Scott Jackson, Sea Grant/Agriculture/Technology, Regional Specialized Agent Bay County

Melanie G. Taylor, Gulf County 4-H/Family and Consumer Sciences

Ray Bodrey, Gulf County CED/Agriculture/Horticulture/Sea Grant

Heather Kent, 4-H Regional Specialized Agent

Les Harrison, Wakulla County CED/Agriculture/Small Farms/Horticulture

John Wells, Northwest Extension District Information Technology Expert

Pete Vergot III, Ph.D., Northwest District Extension Director

The Foundation for The Gator Nation

An Equal Opportunity Institution



MEMO

TO: Board of County Commissioners
FROM: Franklin County TDC
DATE: September 4, 2018
SUBJECT: FCTDC Special Report

Commissioners: My report today focuses on the review of the RFQ for Administrative Services. I will be making my regular report at the end of the month.

Collections:

I have attached the collections information for the month of June. Collections this month are \$269,049.32 which is an increase over last year of \$42,253.84. Our collections for the year are now at an increase of 8.8%

Administrative RFQ:

As you requested at your last meeting the TDC received the responses to the RFQ for administrative services. The Board conducted a Special Meeting last Thursday for the purpose of reviewing applications to assess the degree to which applicants responses were consistent with the requirements of the RFQ. During that review a question was raised about whether the change from providing the Commission the top three applications to providing you all four applications could be done without re-advertising the change. The TDC Board is anxious to provide you the information you need and have requested. At the same time they know it is important that the proper process be followed to protect the interests of the county.

I have attached a draft of the minutes of the Special TDC Meeting. In addition, at the request of the TDC Board I have attached a copy of the RFQ and advertisement highlighted with the language of concern.

An additional question arose during the review of the applications on which I would also like your direction.

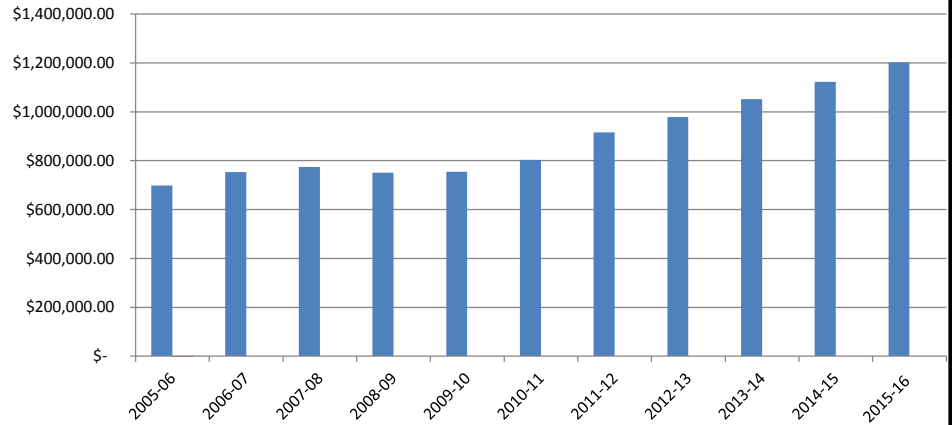
We received two applications from entities that either included or had a relationship with two of our board members. To my knowledge the issue of potential conflict by Board members has not been discussed. Should we instruct board members who are either a part of an application by way of their membership on a board making application or their employment of an applicant that a potential conflict might exist in the review of the applications and that they should abstain from any votes on the matter?

Meetings:

- Next TDC Board Meeting: **September 12, 2018 at 2:00 P.M. at the EPVC.**

**FCTDC COLLECTIONS REPORT
FRANKLIN COUNTY, FLORIDA**

Franklin County Tourist Development Council - Reported Collections By Fiscal Years											
Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
October	\$ 35,408.91	\$ 32,809.57	\$ 39,697.19	\$ 38,597.69	\$ 39,568.32	\$ 36,996.34	\$ 48,383.10	\$ 53,543.22	\$ 57,651.88	\$ 58,875.87	\$ 75,084.59
November	\$ 24,824.38	\$ 24,717.35	\$ 27,182.76	\$ 25,888.92	\$ 25,863.47	\$ 26,438.49	\$ 34,441.98	\$ 40,334.08	\$ 34,740.65	\$ 40,065.78	\$ 44,449.24
December	\$ 20,421.74	\$ 16,055.89	\$ 22,986.95	\$ 23,167.33	\$ 16,530.96	\$ 19,936.19	\$ 21,597.00	\$ 21,510.93	\$ 29,747.90	\$ 30,978.80	\$ 24,692.82
January	\$ 19,681.48	\$ 26,489.68	\$ 22,911.37	\$ 22,960.20	\$ 26,170.57	\$ 23,359.12	\$ 30,392.62	\$ 33,657.09	\$ 34,707.03	\$ 38,805.36	\$ 47,001.63
February	\$ 29,294.47	\$ 44,900.59	\$ 40,835.29	\$ 39,452.32	\$ 33,678.97	\$ 34,980.88	\$ 52,045.79	\$ 49,365.87	\$ 52,883.10	\$ 42,754.53	\$ 64,493.95
March	\$ 51,243.40	\$ 45,643.22	\$ 61,090.70	\$ 49,778.57	\$ 53,116.79	\$ 61,989.52	\$ 66,597.90	\$ 80,880.36	\$ 78,180.12	\$ 83,626.43	\$ 80,017.67
April	\$ 69,608.73	\$ 70,430.06	\$ 66,135.24	\$ 73,880.65	\$ 53,934.68	\$ 70,610.82	\$ 81,641.55	\$ 90,242.68	\$ 81,115.14	\$ 101,310.37	\$ 103,120.37
May	\$ 100,486.16	\$ 114,100.71	\$ 123,221.80	\$ 104,769.28	\$ 120,470.95	\$ 90,634.75	\$ 140,203.97	\$ 115,589.54	\$ 135,897.45	\$ 143,700.44	\$ 131,348.44
June	\$ 107,484.39	\$ 166,403.90	\$ 138,839.79	\$ 143,507.76	\$ 151,640.61	\$ 172,029.99	\$ 143,805.29	\$ 195,838.11	\$ 210,505.76	\$ 195,093.30	\$ 213,948.96
July	\$ 149,857.23	\$ 95,128.02	\$ 128,027.35	\$ 131,276.62	\$ 114,121.18	\$ 147,874.24	\$ 140,000.40	\$ 153,197.77	\$ 164,199.99	\$ 182,235.52	\$ 253,603.30
August	\$ 51,353.14	\$ 69,863.99	\$ 57,497.82	\$ 56,312.21	\$ 71,377.70	\$ 60,698.01	\$ 93,912.12	\$ 86,742.96	\$ 107,783.56	\$ 129,879.50	\$ 82,664.07
September	\$ 38,597.72	\$ 46,282.27	\$ 45,739.57	\$ 41,298.87	\$ 47,760.09	\$ 57,592.93	\$ 63,037.18	\$ 57,170.58	\$ 64,199.48	\$ 75,778.00	\$ 81,869.35
Totals	\$ 698,261.75	\$ 752,825.25	\$ 774,165.83	\$ 750,890.42	\$ 754,234.29	\$ 803,141.28	\$ 916,058.90	\$ 978,073.19	\$ 1,051,612.06	\$ 1,123,103.90	\$ 1,202,294.39
		\$ 54,563.50	\$ 21,340.58	\$ (23,275.41)	\$ 3,343.87	\$ 48,906.99	\$ 112,917.62	\$ 62,014.29	\$ 73,538.87	\$ 71,491.84	\$ 79,190.49
YOY %		7.8%	2.8%	-3.0%	0.4%	6.5%	14.1%	6.8%	7.5%	6.8%	7.1%
Month	2016-17	2017-18	Diff	YTD Change %							
October	\$ 95,107.96	\$ 85,823.35	\$ (9,284.61)	-9.8%							
November	\$ 46,043.65	\$ 49,440.74	\$ 3,397.09	7.4%							
December	\$ 41,580.49	\$ 37,182.43	\$ (4,398.06)	-10.6%							
January	\$ 41,668.57	\$ 51,388.51	\$ 9,719.94	23.3%							
February	\$ 60,422.61	\$ 58,337.94	\$ (2,084.67)	-3.5%							
March	\$ 84,583.19	\$ 111,947.32	\$ 27,364.13	32.4%							
April	\$ 89,949.68	\$ 103,422.44	\$ 13,472.76	15.0%							
May	\$ 110,484.59	\$ 140,130.14	\$ 29,645.55	26.8%							
June	\$ 226,795.48	\$ 269,049.32	\$ 42,253.84	18.6%							
July	\$ 242,036.51										
August	\$ 121,808.90										
September	\$ 90,214.19										
Totals	\$ 1,250,695.82	\$ 906,722.19	\$ 110,085.97	8.8%							
File:TDCCollectionsytd/xl											
Updated 08/29/18											



**Franklin County Tourist Development Council
Special Meeting
Eastpoint Visitors Center
Wednesday, August 30, 2018 2 P.M.**

DRAFT MINUTES

In Attendance: Commissioner Cheryl Sanders - Chair, Mr. Rex Pennycuff – Vice Chair, Ms. Janalyn Dowden, Ms. Beverly Hewitt, Major Van Johnson, Sr., Mayor Brenda LaPaz, Mr. Chester Reese, Ms. Kathy Robinson
Absent: Ms Diana Prickett

Recording: Mr. Curt Blair, Ms. Cheyenne Martin

TDC Vendors: Ms. Tana Kendrick - 2K Webgroup, Ms. Cindy Clark - Bay Media, Royce Rolstad - FCTV

Visitors: Royce Rolstad, Tana Kendrick, John Solomon, Jerry Hall, David Davis, Sheila Hauser, Cindy Clark, Amy Hodson, Cutler Edwards, Dixie Partington, a representative of the Carrabelle River Bistro

- I. Call to Order and Welcome by Commissioner Cheryl Sanders called the meeting to order at 2:00 P.M
- II. Prayer and Pledge: The prayer and pledge were led by Rex Pennycuff.
- III. Quorum Announcement: A quorum was established.
- IV. Amendments to the Agenda: The Chair announced that the agenda would be limited by the call for the Special Meetings and that there would be no amendments to the agenda.
- V. Approval of Minutes: Approval of minutes from previous meetings were deferred to the September 12, 2018 Board meeting.
- VI. Review of Responses to RFQ for Administrative Services:
The Chair turned the meeting over to the Administrator. Mr. Blair introduced Cheyenne Martin who was a temporary part-time employee. He explained that two of his employees were a party to one of the applications and that those employees had taken no role in reviewing, handling, or preparing for the meeting. Ms. Martin was identified as the recorder for the meeting.

Mr. Blair reminded the Board that the discussion regarding responses to the RFQ for Administrative Services would be limited to the direction received from the BOCC and Commission Chair. For the record he reviewed the communication from the BOCC Chair:

“ The TDC Board is limited to reviewing the four applications to determine whether the information provided by the applicants satisfies the requirements of the RFQ. This is a factual determination, not a legal issue. If the TDC is concerned that an applicant failed to provide the information required by the RFQ, then the TDC is to reduce its question, or questions, concerning compliance to writing. The TDC will then attach that written question(s) to the application and send it on to the County Commission for a decision whether the application does or does not satisfy the requirements of the RFQ and whether legal advice is necessary.”

In accordance with a motion passed by the BOCC on August 21, 2018 all four applications will be forwarded to the BOCC without ranking.

Mr. Blair provided the Board a spreadsheet draft reflecting the items identified from the RFQ that was advertised which included an indication as to whether the item was included or addressed in the RFQ response by the applicants. Mr. Blair also explained to the Board that no qualitative assessment was made as to either the appropriateness or substance of the response; only whether the information requested was provided. Mr. Blair began a discussion of the content of the application and stated that, in his opinion, while each applicant had some items that were not responded to; his view was that all of the applications were in

substantial compliance with the RFQ. After some discussion about process, Mr. Blair explained to the Board that should they have questions or concerns about individual responses to the RFQ, the Board should be guided by the BOCC Chairman’s direction to attach questions to the respective application and forward them to the BOCC for resolution.

After discussion, it was pointed out that the most recent instructions from the BOCC differed from the process described in the RFQ. Recognizing that the more recent direction from the County Commission was binding on the TDC, a question was raised as to whether the change in direction might require re-advertising of the RFQ. Mr. Blair responded that he was not qualified to answer that question and that it might best be directed to the BOCC for an answer.

Motion: Based on the content of the legal advertisement and the RFQ that stated that the top three applications would be submitted to the BOCC vs. the recent BOCC direction to send all four applications without consideration of priority; the TDC requests clarification as to whether 3 or 4 applications should be forwarded to the BOCC and whether a change in process requires readvertisement?

Motion: Robinson. Second: Johnson. Passed Unanimously.

VII. Review of Contracts and Negotiations for Promotional Vendor Contracts:

The Chair requested staff to report on the negotiations with promotional vendors. Mr. Blair reported that the BOCC had approved the top ranked respondents in their respective category as recommended by the TDC. Mr. Blair also reported that the BOCC requested that the TDC conduct the negotiations with the Vendors and return with recommended contracts.

Mr. Blair reported to the Board that he had engaged in discussions with each Vendor to determine if requested compensation by the Vendors could be accommodated in the coming year’s budget. He reported the following compensation recommendations for each Vendor.

Vendor:	Current	Proposed
A. Bay Media		
Core Services	\$24,000	\$30,000
Production Percentage	14%	14%
B. 2 K Webgroup		
Core Services	\$24,000	\$30,000
Production Percentage	14%	14%
C. Forgotten Coast TV		
Air Time	\$21,600	\$25,200
Video Production (set)	\$150/set	\$150/set
D. Oyster Radio		
Air Time and Production	\$6,000	\$12,000

Motion: That the proposed compensation for each Vendor be accepted, that each contract be for a period of two years beginning October 1, 2018 and extend through September 30, 2020.

Motion: Robinson. Second: Reese. Passed Unanimously.

VIII. Announcements

Mr. Blair made the following announcements:

- Camp Gordon Johnston would be holding an opening of the new building on September 22.

An invitation was distributed.

- The collections report for June was available and reflected a significant increase for the month. The report was distributed.
- That each year the county requested the TDC provide photos for the annual Florida Association of County's calendar contest. Several possible photos were distributed.

IX. Adjourn: The meeting was adjourned at 4:00 PM

Next Scheduled Board Meeting: September 12, 2018. 2:00 PM EPVC

DRAFT

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATION

NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDENTS that **no later than 4:00 P.M.** on August 17, **2018** the Franklin County Clerk of Court will receive sealed responses for the following:

Professional Executive Administrator Services for the Franklin County Tourist Development Council and Operation of the Eastpoint Visitor Center

Requirements for submission, the Competitive Solicitation Documents, and the selection criteria must be downloaded from www.franklincountyflorida.com or call 1-850-653-8161, ext. 100 .

Responses will be opened at the August 21, 2018 meeting of the Franklin County Board of County Commissioners at 34 Forbes Street, Apalachicola. This is an open meeting which begins at 9:00 a.m. (ET).

All respondents must use the current Competitive Solicitation Documents. Use of any other document will result in your submission being rejected.

Dated: July 9, 2018. Amended July 23, 2018

**FRANKLIN COUNTY BOARD OF COUNTY
COMMISSIONERS
REQUEST FOR COMPETITIVE
SOLICITATION**

**PROFESSIONAL EXECUTIVE ADMINISTRATOR
SERVICES FOR FRANKLIN COUNTY TOURIST
DEVELOPMENT COUNCIL AND OPERATION OF THE
EASTPOINT VISITOR CENTER**

FRANKLIN COUNTY TDC

Council Members:

Cheryl Sanders - Chair, Franklin County Board of County Commission
Janalyn Dowden, Collector of Tourist Tax
Beverly Hewitt, Apalachicola Chamber of Commerce
Mayor Van Johnson, City of Apalachicola
Mayor Brenda LaPaz, City of Carrabelle
Rex Pennycuff, Tourist-Related At Large
Diana Prickett, Collector of Tourist Tax
Chester Reese, Carrabelle Chamber of Commerce
Kathy Robinson, Collector of Tourist Tax

Executive Administrator:

Curt Blair, Administrator

All responses submitted to this solicitation should be addressed to and received no later than 4:00 P.M. (ET), August 17, 2018 at:

**Franklin County Clerk of Court
33 Market Street, Suite 203
Apalachicola, FL 32320**

Attention: REQUEST FOR COMPETITIVE SOLICITATION: Professional Executive Administrator for Franklin County Tourist Development Council

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SECTION ONE
INSTRUCTION TO RESPONDENTS

Requirements for submission, the Competitive Solicitation Documents, and the selection criteria must be downloaded from www.franklincountyflorida.com or call 1-850-653-8161, ext. 100

All respondents must use the current Competitive Solicitation Documents. Use of any other document will result in your submission being rejected.

1.01 DESCRIPTION

The Respondent awarded an Agreement shall provide Executive Administrative services for the Franklin County Tourist Development Council (TDC) as outlined within Specifications in **Section Three** of this Competitive Solicitation.

1.02 COPIES OF DOCUMENTS

- A. Only complete sets of Competitive Solicitation Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Documents may be obtained in the manner and at the location stated in the Notice of Request for Competitive Solicitations.

1.03 RESPONSE REQUIREMENTS

One (1) signed original, PLUS (1) flash drive with complete copy of Response/Statement of Qualification as a .pdf, and three (3) complete paper copies of the Response/Statement of Qualification must be received.

1.04 DISQUALIFICATION OF RESPONDENT

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a Response/Statement of Qualification in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Responses for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on an Agreement to provide any goods or services to a public entity, may not submit a Proposal on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- C. DRUG-FREE WORKPLACE FORM: Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.
- D. RESPONSES RECEIVED AFTER DEADLINE: Any Response submitted after the Request for Competitive Solicitation deadline of **4:00 p.m. on August 17, 2018** will automatically be disqualified.

1.05 EXAMINATION OF REQUEST FOR COMPETITIVE SOLICITATION DOCUMENTS

- A. Each Respondent shall carefully examine the Request for Competitive Solicitation and other Agreement documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Agreement. Ignorance on the part of the Respondent will in no way relieve him/her of the obligations and responsibilities assumed under the Agreement.
- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County.

1.06 INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the Agreement documents. Any inquiry or request for interpretation received in writing seven (7) or more days prior to the date fixed for opening of responses will be given consideration. Written inquiries should be emailed to Curt Blair at curt@saltyflorida.com All such answers will be made in writing in the form of an addendum and, if issued, shall be posted to www.franklincountyflorida.com and a notification will be furnished by www.franklincountyflorida.com to all known prospective Respondents prior to the Established Response opening date. It shall be the Respondents sole responsibility thereafter to download the addendum. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form attached. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his/her response will nevertheless be construed as though it had been received and acknowledged and the submission of his/her response will constitute acknowledgment of the receipt of same. All addenda are a part of the Agreement documents and each Respondent will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Respondent to verify that he/she has received all addenda issued before responses are opened.

Written portions of all Responses become the property of the Franklin County TDC upon receipt and will not be returned to Respondent. The Franklin County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Response/Statement of Qualifications received in response to this Request for Competitive Solicitation. Selection or rejection of the Response will not affect this right.

All Responses received will be reviewed by the Franklin County TDC Selection Committee. The Selection Committee will recommend that no more than three (3) of the agencies submitting a Response be interviewed by the Franklin County Board of County Commissioners without ranking. The names of the top three applicants will be disclosed by the Franklin County TDC during an open meeting on Wednesday, September 12, 2018 at 2 p.m. (ET) at 731 Highway 98, Eastpoint, Florida 32320 / 850-670-

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3474. No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and individual members of the TDC Board Members or Selection Committee or Board of County Commissioners. The applicant shall not lobby, solicit or act to influence the TDC Board Members in any way that would have an effect on the outcome of the competition, discussion or negotiations leading to the award of an Agreement.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

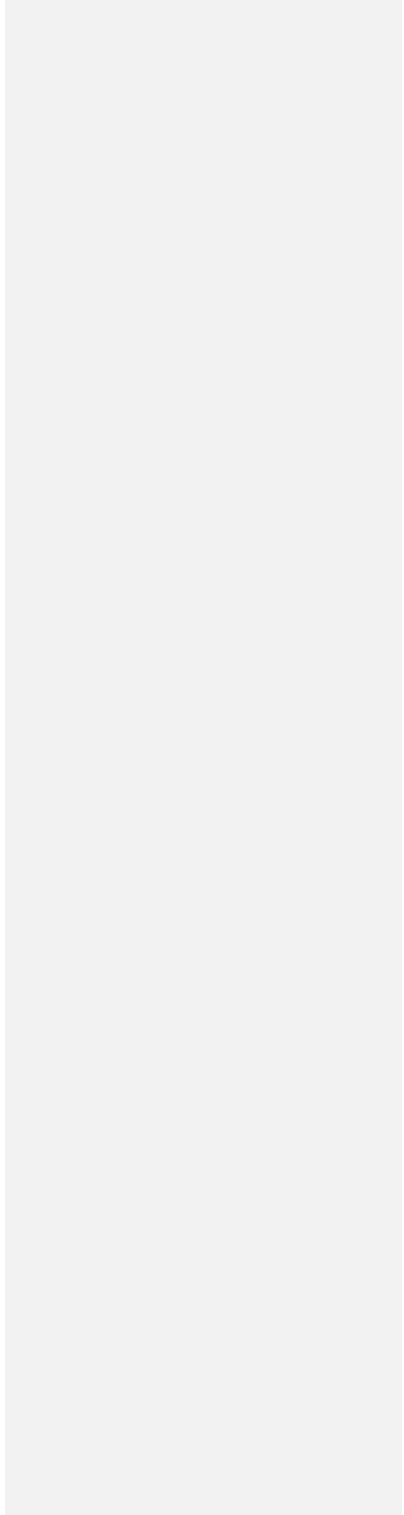
1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words “doing business as _____”, or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Agency name and the words “Member of the Agency” should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response/Statement of Qualifications on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his/her authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.08.1 SUBMISSION OF RESPONSES

- A. **Respondents must submit one (1) signed original, PLUS (1) flash drive containing a complete copy of response/statement of qualifications as a .pdf, plus three (3) complete paper copies of the Response.** No waivers shall be allowed for responses which have not been submitted to the Franklin County Clerk by **4:00 p.m.** on the deadline date which is the 17th day of August, 2018.
- B. The response shall be submitted in one (1) sealed envelope/box, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Competitive Solicitation, and preferably by special delivery or registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Request for Competitive Solicitations.
- C. Each Respondent shall submit with their Response the required evidence of their qualifications and experience.
- D. On Wednesday, August 29, 2018, at 2 p.m. (ET) 731 Highway 98, Eastpoint, Florida 32328, the TDC Review Committee will meet to rank the applicants and may interview the applicants. On Wednesday, September 12, 2018, at 2 p.m. (ET) 731 Highway 98, Eastpoint, Florida 32328/850-670-3474, the TDC will conduct a public hearing to disclose the top three ranked applicants. The top three applicants and their names will thereafter be submitted to the Board of County Commissioners, without ranking, for interviews to be conducted by the County Commission on a date which has not yet been determined. After interviews, the County Commission will rank the final three applicants in order. Negotiations will then be conducted

with the number one ranked applicant. If a contract cannot be successfully negotiated with the number one ranked applicant, then negotiations will commence with the number two ranked applicant. If a contract cannot be successfully negotiated with the second ranked applicant, then negotiations will commence with the third ranked applicant. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and the TDC Board Members or Board of County Commissioners.**



1.09 DETERMINATION OF SUCCESSFUL RESPONDENT

Selection of the highest ranked respondent shall be made to the responsible Respondent whose response is determined to be the most advantageous to the TDC and County, taking into consideration the evaluation criteria set forth below:

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Experience, Technical Skills and Qualifications	40points
Written Presentation	20 points
Financial Ability to Provide Services	30 points
Service Capability to Franklin County	10 points

Total points earned are on a scale of 1 – 100 points (1 = lowest 100 = highest)

The TDC and County reserve the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the TDC and County. Responses that are incomplete, unbalanced, conditional, obscure or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the Agreement documents, may be rejected at the option of the TDC and County.

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1.10 CONTENT OF SUBMISSION

The response submitted in response to this Request for Competitive Solicitation shall be typed on 8-1/2” x 11” white paper; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections noted at top of page. Since oral presentations or demonstrations may not be solicited, the Respondent should not withhold any information from the written response. Each Respondent must submit adequate documentation to certify the Respondent’s compliance with the County’s requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent’s overall evaluation.

We advise that prior to completing the response, the Respondent should review the Terms and Conditions Specific to the Executive Administrator Competitive Solicitation outlined in Section Three to ensure the capability to handle the Scope of Services required by the Franklin County TDC.

The Response/Statement of Qualifications should be set up as follows:

A. COVER PAGE

A cover page that states “**REQUEST FOR COMPETITIVE SOLICITATION- Professional Executive Administrator Services for Franklin County Tourist Development Council.**” The cover page should contain name, address, telephone number of Respondent, and the name of the Respondent’s contact individual or corporate officer authorized to execute Agreements.

B. SECTIONS

Section 1. Narrative Self-Analysis

The Respondent should provide a brief description of the Respondent's agency, date of establishment, ownership, organizational structure and mission statement. Information regarding ownership must include a list of shareholders holding 5% or more of stock, or, if the entity is a partnership, a list of general partners; if the entity is a limited liability company, provide a list of members. List all officers and directors of the entity; number of years the business has been operating, including number of years under current name.

The Respondent should provide a summary of the company's experiences in marketing specifically with respect to the Hospitality Industry and of any industry awards or recognition given to the agency preferably for tourism promotion.

Section 2. References

Each Respondent shall provide references (minimum of three) for which the Respondent has provided the same or similar services. Each reference shall include, at a minimum:

- Name and full address (including website address) of reference organization
- Name of contact person for Agreement
- Telephone number(s) and e-mail addresses
- Date of initiation of Agreement with reference
- Brief summary comparing the referenced services to these proposed services.

Section 3. Client Information

Respondent shall provide the following information:

- Brief description of the agency's statewide, national and international accounts.
- List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- For any current governmental accounts, list and describe the services rendered.
- Provide a statement to show the agency's willingness, if awarded an Agreement and if there should be a conflict between Franklin County and an existing account, to consider terminating the existing account.

Section 4. Financial Statements, Accounting and Bookkeeping Procedures

Respondent shall provide the following:

- A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet) for the prior three years, preferably with an audit opinion, for each of the two most recent fiscal years.
- A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant.
- A statement regarding the Respondent's ability to respond to government purchase orders; and
- A statement outlining the procedures that will be used to issue invoices in the billing of services for the TDC.
- Credit references (minimum of three)

- Demonstration that Respondent can maintain an account balance of a minimum of \$10,000 to cover necessary expenses between county billing cycles.

Section 5. Staff Information

- Respondent shall include a list of the proposed staff positions, for both the operation of the FCTDC offices and the Eastpoint Visitor Center, and describe each of their qualifications and experience that will be dedicated to the account if awarded this Agreement.

Section 6. Service Capability to Franklin County

- Describe agency administrative facilities;
- Provide agency website address for review;
- Provide information of location of the closest office available to FranklinCounty TDC administrative office for sales and technical support. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Franklin County or otherwise propose an anticipated method of servicing the account;
- Provide copies of documentation showing authorization to do business in the State of Florida. You must be registered at www.sunbiz.org.
- Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients without the approval of the Franklin County Tourist Development Council.

Section 7. Litigation

The Respondent must provide answers to the following questions regarding claims and suits:

- Has the person, principals, entity or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Yes or No. If yes, provide details;
- Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? Yes or No. If yes, provide details;
- Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to an Agreement for services similar to those requested in the specifications with private or public entities? Yes or No. If yes, provide details;
- Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with an Agreement to provide services, goods or construction services? Yes or No. If yes, provide details;
- Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity

that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation: Yes or No. If yes, provide details.

Section 8. County Forms

Respondent shall complete and execute the forms specified below and found at the designated pages in this Request for Competitive Solicitation, and shall include them in **Section Five**:

	Pages
Response Form	34
Non-Collusion Affidavit	35
Ethics Clause	36
Drug Free Workplace	37

Copies of all current professional licenses and copies of business tax receipts shall be included in this Section.

Section 9. Other Information

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Respondent.

Section 10. Request for Response Checklist

Please review and complete the Request for Response/Statement of Qualifications Checklist (page 37) included in this Request for Competitive Solicitation. **Those applicants not submitting all items requested will automatically be disqualified.**

1.11 MODIFICATION OF RESPONSES

Written modifications will be accepted from Respondents after the initial submission only if addressed to the entity and address indicated in the Notice of Request for Competitive Solicitations and received prior to response opening due date and time. Modification must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "Modification to REQUEST FOR COMPETITIVE SOLICITATION- **Professional Executive Administrator for Franklin County Tourist Development Council**".

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether an Agreement award is made by the County.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Competitive Solicitations. Franklin County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for

the premature opening of a response not properly addressed and identified. Respondent or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

Following the receipt of responses, the selection committee will meet in a publicly noticed meeting and evaluate the responses based on the criteria and point total above. The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that are incomplete, unbalanced, conditional, obscure or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents and the Agreement documents, may be rejected at the option of the County.

1.15 AWARD OF AGREEMENT

- A. The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete Agreements of a similar nature on time, or who after investigation of reference or other criteria, does not meet County standards.
- B. The recommendations of the TDC will be presented to the Board of County Commissioners of Franklin County (BOCC), Florida, for final approval of an Agreement.
- C. The County reserves the right to waive any irregularity in any response, or to re-advertise for all or part of the work contemplated.

1.16 EXECUTION OF AGREEMENT

The Highest Ranked Respondent with whom an Agreement is negotiated shall be required to return to the County one (1) signed original Agreement together with the required certificates of insurance.

1.17 INSURANCE

The Respondent shall defend, indemnify and hold harmless the County as outlined on the attached form on page 31.

1.18 Bid Protest Procedure

- a. Any vendor that has submitted a formal submittal to Franklin County, and who is adversely affected by the decision with respect to the award of the contract, may file with the County's Administration Office, 34 Forbes Street, Apalachicola, Florida or michael@franklincountyflorida.com a written Protest and supporting affidavits, if any, no later than forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) of the decision of the Franklin County Board of County Commissioners to award the contract.
- b. The Protest shall be in the form of a letter stating all grounds claimed for the protest. Failure to do so shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
- c. The County Administrator shall submit the Protest and supporting affidavits, if any, along with his or her own statement and supporting affidavits, if any, in support of the award of the contract to

the Board of County Commissioners for a final determination of the protest at the next regular meeting of the Board of County Commissioners.

SECTION TWO **GENERAL TERMS AND CONDITIONS**

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other Agreement documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms “he,” “him,” “himself” or “his” shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

Request for Competitive Solicitation: Also means Request for Qualifications or Abbreviation of RFQ.

Request for Qualifications: A solicitation of responses from vendors whereby vendors are invited to submit a summary of their particular qualifications and to state their interest in performing a specific job or services for the County. From such submissions, the TDC selection committee determines which of such vendors shall be short-listed for possible presentations to the TDC, and for the TDC to recommend to the Board of County Commissioners (BOCC) approval of a final Agreement.

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Addenda: Written or graphic instruments issued prior to the Response opening which clarify, correct or change the competitive solicitation documents or the Agreement documents.

Response Documents: The advertisement or invitation calling for Competitive Solicitation, instructions and forms contained in this Request for Competitive Solicitations (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed Agreement documents (including all addenda issued prior to receipt of responses).

Agreement Documents: The competitive solicitation documents, Agreement, addenda (which pertain to the Agreement documents), the Respondent’s proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the selection of the highest ranked respondent and final approval of the Agreement) when attached as an exhibit to the Agreement, these General Conditions, together with all amendments, modifications and supplements.

Compensation: Compensation will be negotiated upon selection of the highest ranked respondent. Failure to reach a final Agreement with the highest ranked respondent will result in negotiations with the next highest ranked respondent until a final Agreement is reached.

Agreement Time: The Agreement shall be in force and binding on the County and the Agency for a period of two (2) years.

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TDC: Abbreviation for the Franklin County Tourist Development Council.

Agency: Entity with whom the County enters into an Agreement.

Contractor: The person, agency or corporation with whom the County has entered into the Agreement.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations: Federal, state and local laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice to the apparent highest ranked Respondent stating that upon successful negotiations and compliance by the successful Respondent with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the Agreement.

County: The Franklin County Board of Commissioners for whom the work is to be provided.

Specifications: Those portions of the Agreement documents consisting of written technical descriptions of materials and services required under the Agreement.

Written Amendment: A written amendment of the Agreement documents, signed by the County and the Agency, on or after the effective date of the Agreement.

Failure to Execute Required Forms: Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

2.02 RESPONDENT'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Respondent shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Agreement documents.

2.02.2 Parts, Materials and Equipment

Unless otherwise specified in the Agreement, the Respondent shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools and all other incidentals necessary for the completion of the work.

2.02.3 Taxes

The Respondent shall pay all sales, consumer, use and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. The County is not liable for sales or use taxes.

2.02.4 Compliance with Laws

The Respondent shall comply with all applicable laws and regulations of federal, state and local governments.

SECTION THREE

TERMS AND CONDITIONS SPECIFIC TO Executive Administrator

The administrative services shall include, but not be limited to, the following:

1. Provide staff services to administer the TDC and the Eastpoint Visitor Center and to manage and develop awareness, promote favorable image and goodwill for the Franklin County tourism product.
2. Provide the development of favorable national and international publicity for the Franklin County tourism product.
3. Provide the establishment and maintenance of contracts with print, internet and broadcast media including bloggers and social media influencers.
4. Provide the preparation of digital media kits and an online newsroom.
5. Coordinate development and distribution of news materials for trade and consumer media.
6. Develop and coordinate media familiarization tours for Franklin County, and assist media including social media influencers as needed during individual visits. In addition, develop and coordinate itineraries for broadcast crews and provide onsite support as needed.
7. Work with media personnel to gather information for their reports.
8. Develop the TDC's marketing plan establishing objectives and measurable goals while interfacing with programs produced by the advertising agency and sales department.
9. Provide representation of TDC at selected trade shows, sales/media missions, media workshops, and journalist conferences.
10. Provide at least one representative to attend TDC meetings and umbrella meetings concerning the Franklin County tourism product.
11. Provide periodic written and/or oral reports on TDC activities and the Franklin County tourism product to the TDC and Franklin County Board of County Commissioners.
12. Provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
13. Prepare for and respond to emergency crisis situations that affect tourism and provide a crisis communications program when needed, working in conjunction with Franklin County Emergency Managements and other local, state and federal entities as appropriate.
14. Coordinate crisis communications training for Franklin County tourism officials.

15. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
16. Provide content support for TDC web site and social media channels.
17. Provide publicity before, during, and after selected special events.
18. Provide assistance to the creation and development of a Franklin County Film Industry.
19. Maintain appropriate records of print clippings, internet, and broadcast coverage.
20. Provide development and maintenance of video and still image libraries.
21. Provide a measurability process to evaluate the TDC programs.
22. Provide implementation of such services as outlined within the objectives, goals, and strategies of the marketing plan.
23. Schedule and attend meetings, draft agendas, take minutes of all meetings, handle and respond to all correspondence
24. Maintain an accessible public office facility and files.
25. Respond to requests for information regarding TDC programs
26. Prepare procedural protocols and documents, assist in the preparation of proposals and bids, and contracts
27. Collect and maintain information on Franklin County TDC revenues.
28. Process invoices for timely payment request to Franklin County's Finance Office.
29. Draft and monitor budgets; create, present and interpret monthly financial statements and perform budget analysis.
30. Manage the TDC grant program, including noticing of grant program funds; conduct training sessions for grant applicants; oversee grant applications and contracts; monitor grant compliance and performance; prepare reports on grant awards and performance.
31. Provide promotional activities as set forth herein and as directed by the board.
32. Manage activities relating to the BP Oil Spill grant funding and assist in providing promotional services required by such grants.
33. Perform such other administrative activities as required by the TDC and approved by the Franklin County Board of County Commissioners.
34. Duties relative to the Eastpoint Visitor Center:

In consideration of all duties specified in this Contract, the Franklin County Tourist Development Council will fund the Visitor Center \$40,000 per year, payable in advance quarterly installments, upon the execution of this contract and completion of terms listed below.

- i. Manage and insure maintenance of the Eastpoint Visitor Center at 731 Highway 98 in Eastpoint.
- ii. Oversee staff, payroll and operating expenses
- iii. Insure operation of the Visitor Center in accordance with the requirements of the Franklin County TDC
- iv. Insure that Center is open for forty (40) hours six (6) days per week.
- v. Manage collection of Visitor Center email from Centers and TDC Sustaining Grants
- vi. Coordinate with State Welcome Centers in the distribution of Franklin County information.
- vii. Report periodically to TDC Board on Visitor Center visitations
- viii. Maintain required insurance on the Eastpoint premises.

A draft Agreement has been furnished in Section Four to help outline the possible services of a full-service agency of record to Franklin County. The Scope of Services may change before negotiating the final Agreement between the parties.

SECTION FOUR
DRAFT AGREEMENT

THIS AGREEMENT (Agreement), made and entered into this ____ day of _____, 2018, A.D., by and between Franklin County, Florida, (hereinafter called the County), and **(Insert Organization Name)** (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, Contractor is uniquely qualified to provide administrative services which promotes tourism, and

WHEREAS, the Franklin County Tourist Development Council (TDC), an advisory board to the County's Board of County Commissioners (BOCC) has recommended to County that a Agreement for executive administrative services be entered into with Contractor, and

WHEREAS, County desires to enter into this Agreement for executive administrative services with the Contractor;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term: The term of this Agreement is for a period of two (2) years beginning October 1, 2018 and expiring on September 30, 2020.

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2. Scope of Services: The Contractor will serve as the full-service executive administrative agency for the Franklin County TDC and County, and operate the Eastpoint Visitor Center. The Contractor is subject to review by the Franklin County TDC and Franklin County.

- A. Key Personnel: This Agreement is a professional service Agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC for approval. The principals assigned are the following (*Titles may vary to those below*):

MINIMUM STAFF PERSONNEL ASSIGNED:

- 1) Agency Owner or President
- 2) Finance/Account/Clerical Support

- B. The Executive Administrator shall meet with the Franklin County TDC at all regularly scheduled meetings of the TDC and Advisory Committees, and at any other times as directed by the TDC, and the following administrative duties:

1. Schedule and attend meetings, draft agendas, take minutes of all meetings, handle and respond to all correspondence
2. Maintain an accessible public office facility and files.
3. Respond to requests for information regarding TDC programs

4. Prepare procedural protocols and documents, assist in the preparation of proposals and bids, and contracts
 5. Collect and maintain information on Franklin County TDC revenues
 6. Process invoices for timely payment request to Franklin County's Finance Office.
 7. Draft and monitor budgets; create, present and interpret monthly financial statements and perform budget analysis.
 8. Manage the TDC grant program, including noticing of grant program funds; conduct training sessions for grant applicants; oversee grant applications and contracts; monitor grant compliance and performance; prepare reports on grant awards and performance.
 9. Provide promotional activities as set forth herein and as directed by the board.
- C. Contractor agrees to assign a full time Executive Administrator who will devote full time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Administrator will include contact as required with the Chairperson or Vice Chairperson of the TDC. Other duties include regular consultation visits throughout Franklin County; and interfacing with other agencies of record such as Advertising and Website provider as directed by the TDC relating to the development of an effective marketing program for the Franklin County.
- D. Provide staff services to manage communications to develop awareness, promote favorable image and goodwill for the Franklin County tourism product.
- E. Provide the development of favorable national and international publicity for the Franklin County tourism product.
- F. Provide the establishment and maintenance of contacts with print, internet and broadcast media including bloggers and social media influencers.
- G. Provide the preparation of digital media kits and an online newsroom.
- H. Coordinate development and distribution of news materials for trade and consumer media.
- I. Develop and coordinate media familiarization tours for Franklin County, and assist media including social media influencers as needed during individual visits. In addition, develop and coordinate itineraries for broadcast crews and provide onsite support as needed.
- J. Work with media personnel to gather information for their reports.
- K. Develop the TDC's annual marketing plan establishing objectives and measurable goals while interfacing with programs produced by the advertising agency and sales department.
- L. Provide representation of TDC at selected trade shows, sales/media missions, FAM tours, media workshops, and journalist conferences.

- M. Provide at least one representative to attend TDC meetings and such other meetings as directed by the TDC.
- N. Provide periodic written and/or oral reports on administrative activities to the TDC and Franklin County Board of County Commissioners.
- O. Provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- P. Prepare for and respond to emergency crisis situations that affect tourism and provide a crisis communications program when needed, working in conjunction with Franklin County Emergency Managements and other local, state and federal entities as appropriate.
- Q. Coordinate crisis communications training for Franklin County tourism officials.
- R. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
- S. Provide content support for TDC web site and social media channels.
- T. Provide publicity before, during, and after selected special events.
- U. Maintain appropriate records of print clippings, internet, and broadcast coverage.
- V. Provide development and maintenance of video and still image libraries.
- W. Provide a measurability process to evaluate the Franklin County Tourism product.
- X. Provide implementation of such services as outlined within the objectives, goals, and strategies of the annual marketing plan.
- Y. Perform such other administrative activities as required by the TDC.

AA. Duties Relative to the Eastpoint Visitor Center:

In consideration of all duties specified in this Contract, the Franklin County Tourist Development Council will fund the Visitor Center \$40,000 per year, payable in advance quarterly installments, upon the execution of this contract and completion of terms listed below:

- i. Manage and insure maintenance of the Eastpoint Visitor Center at 731 Highway 98 in Eastpoint.
- ii. Oversee staff, payroll and operating expenses
- iii. Insure operation of the Visitor Center in accordance with the requirements of the Franklin County TDC
- iv. Insure that Center is open for forty (40) hours six (6) days per week.
- v. Manage collection of Visitor Center email from Centers and TDC Sustaining Grants

- vi. Coordinate with State Welcome Centers in the distribution of Franklin County information.
 - vii. Report periodically to TDC Board on Visitor Center visitations
 - viii. Maintain required insurance on the Eastpoint premises.
3. Compensation: A budget for the Executive Administrator shall be set annually, subject to availability of Tourist Development Tax Funds. Franklin County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the County.
- A. Agency Fees: The Contractor shall be compensated for the performance of all Executive Administrator services outlined within the Scope of Services as defined by this Agreement for an administration fee of \$_____ (To be determined during negotiations as either hourly or annual fee) The Contractor shall submit to the TDC monthly billings in in a form acceptable to the Finance Department.
 - B. Reimbursement Expenses: The Contractor shall be reimbursed for all reasonable expenses for postage and shipping. All other expenses must be pre-approved in advance by the TDC.
 - C. Reimbursable expenditures shall be invoiced and billed to the County for payment on a monthly basis. The County shall be responsible for payment of all authorized fees and costs due the Contractor according to the Florida Local Government Prompt Payment Act (Florida Statute: 218.70 through 218.77).
 - D. The Contractor is required to have pre-approval on all other projects and materials by the TDC Chairperson or TDC according to TDC and Franklin County Procurement Policies.
4. Contractor's Acceptance of Conditions: The Contractor hereby agrees to carefully examine the Scope of Services and assumes full responsibility therefore. Under no circumstances, conditions or situations shall this Agreement be more strongly construed against the County than against the Contractor.
- A. Any ambiguity or uncertainty in the Scope of Services shall be interpreted and construed by the County, and the County's decision shall be final and binding upon all parties.
 - B. The passing, approval and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Agreement. Failure on the part of the Contractor, immediately after Notice to Correct a default, shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severely liable to the County for all damage, loss and expense caused to the County by reason of the Contractor's breach of this Agreement and/or his/her failure to comply strictly and in all things with this Agreement and with the specifications.
 - C. The Contractor agrees that the TDC may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.
 - D. The Contractor warrants that it has, and shall maintain throughout the term of this Agreement, appropriate licenses and permits required to conduct its business, and that it will

at all times conduct its business activities in a reputable manner. Proof of such licenses and permits shall be submitted to the County upon request.

5. Executive Administrator Agency of Record: Contractor shall act as the agency of record of the County/TDC for all tourism based services, and for the performance of related or special services as requested by the TDC.

6. Exclusive Representation: Contractor agrees that it will not represent any lodging properties, attractions or other tourist related businesses in the state of Florida, or any other Destination Marketing Organization (DMO) without the prior written approval by the TDC and Franklin County.

7. Contractor's Financial Records: Contractor shall maintain all books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statute, running from the date the monies were paid to Contractor.

8. Public Records Compliance: Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement and related to Agreement performance. The County shall have the right to unilaterally cancel this Agreement upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this Agreement and the County may enforce the terms of this provision in the form of a court proceeding and each party shall pay their own attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the contractor does not transfer the records to the County.
- (4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County

to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County Agreement must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the County's option and right to unilaterally cancel this Agreement upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 19.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Michael Moron at 850-653-9783 or michael@franklincounty.com and Office of the County Attorney, 40-4th Street, Apalachicola, Florida 32320, 850-653-1757 or mshuler@shulerlawfl.com.

9. **Hold Harmless:** The Contractor covenants and agrees to indemnify and hold harmless the County and the TDC from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Franklin County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractors in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Contractor or its subcontractors in any tier, their employees or agents.

10. **Independent Contractor:** At all times and for all purposes under this Agreement the Contractor is an Independent Contractor and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Contractor or any of his/her employees, contractors, servants or agents to be employees of the County.

11. **Nondiscrimination:** The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and

Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; and 10) any other nondiscrimination provisions in any Federal or State statutes which may apply to the parties to, or the subject matter of this Agreement.

12. Assignment/Sub-Agreement: The Contractor shall not assign or sub Agreement its obligations under this Agreement, except in writing and with the prior written approval of the County and Contractor, which approval shall be subject to such conditions and provisions as the County may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement.

13. Compliance with Law: In providing all services/goods pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

14. Disclosure and Conflict of Interest: The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, as provided in Sect. 112.311, et seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this Agreement, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Franklin County which the Contractor sponsors, endorses, recommends, supervises or requires for counseling, assistance, evaluation or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16. Notice Requirement: Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the following:

FOR COUNTY:

Michael Moron, County coordinator
34 Forbes Street
Apalachicola, FL 32320

With Copy to:

Thomas M. Shuler, Esquire
Franklin County Attorney
40-4th Street
Apalachicola, FL 32320

FOR CONTRACTOR:

(Insert)

17. Taxes: The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Agreement, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

18. Termination:

- A. The County may terminate this Agreement for cause with seven (7) days' notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this Agreement.
- B. Either of the parties hereto may terminate this Agreement without cause by giving the other party one hundred and twenty (120) days written notice of its intention to do so.

19. Governing Law, Venue, Interpretation, Costs and Fees:

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.
- B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that exclusive venue will lie in the appropriate court or before the appropriate administrative body in Franklin County, Florida, and not in any other location
- C. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.
- D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- E. Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, each party shall pay their own reasonable attorney's fees, court costs (trial and appellate), investigative and out-of-pocket expenses, and may not seek as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Franklin County.
- F. Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by Meet and Confer Sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

20. **Binding Effect:** The terms, covenants, conditions and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors and assigns.
21. **Authority:** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
22. **Claims for Federal or State Aid:** Contractor and County agree that each shall be, and is, empowered to apply for, seek and obtain Federal and State funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals and funding solicitations are not for funding already provided under this Agreement. Notwithstanding the foregoing, the Contractor shall not apply for such Federal or State funds without first securing the prior permission of the County.
23. **Privileges and Immunities:** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers or employees outside the territorial limits of the County.
24. **Legal Obligations and Responsibilities:** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute and case law, and then only as strictly provided herein
25. **Non-Reliance by Non-Parties:** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer or employee of either shall have the authority to inform, counsel or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
26. **Attestations:** Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement and a Drug-Free Workplace Statement.
27. **No Personal Liability:** No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Franklin County in his or her individual capacity, and no member, officer, agent or employee of Franklin County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

28. Insurance: Contractor shall maintain the following required insurance throughout the entire term of this Agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend any deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Contractor's failure to maintain the required insurance.

Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
or
- A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this Agreement or imposed by law.

The Franklin County Board of County Commissioners, its employees, TDC Board of Directors and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Franklin County .

- A. Prior to the commencement of work governed by this Agreement the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

- B. Prior to the commencement of work governed by this Agreement, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum:

- Premises Operations

- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:
 \$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:
 \$ 500,000 per Person
 \$ 1,000,000 per Occurrence
 \$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Franklin County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. Recognizing that the work governed by this Agreement requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintain throughout the life of the Agreement and include, as a minimum, liability coverage for:

*Owned, Non-Owned, and Hired Vehicles
 The Minimum limits acceptable shall be:
 \$1,000,000 Combined Single Limit (CSL)
 If split limits are provided, the minimum limits acceptable shall be:
 \$ 500,000 per Person
 \$ 1,000,000 per Occurrence
 \$ 100,000 Property Damage

D. Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement. The minimum limits of liability shall be: \$250,000 per Occurrence/\$500,000 Aggregate.

29. Force Majeure: The Contractor shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or other acts of God, Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or County, the Contractor must furnish evidence of the causes of such delay or failure.

30. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the

same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

31. Section Headings: Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)
Attest: Marcia Johnson, Clerk

Board of County Commissioners
of Franklin County

Deputy Clerk

Chairman

.....
(To be filled out by Contractor)

(Insert Organization Name)

By _____
President

Print Name

Date

AND TWO WITNESSES

(1) _____

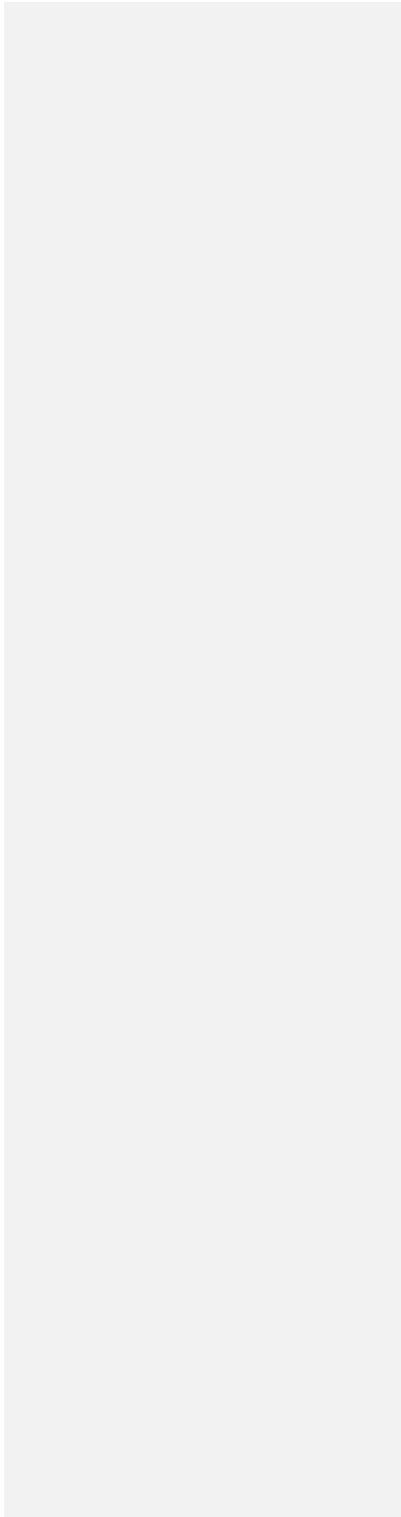
(2) _____

(1) _____
Print Name

(2) _____
Print Name

Date: _____

Date: _____



SECTION FIVE
INSURANCE REQUIREMENTS AND
RESPONSE FORMS REQUIRED BY FRANKLIN COUNTY, FLORIDA

A. Prior to the commencement of work governed by this Agreement the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this Agreement, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:
\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:
\$ 500,000 per Person
\$ 1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Franklin County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. Recognizing that the work governed by this Agreement requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance.

Coverage shall be maintain throughout the life of the Agreement and include, as a minimum, liability coverage for:

*Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person

\$ 1,000,000 per Occurrence

\$ 100,000 Property Damage

- E. Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement. The minimum limits of liability shall be: \$250,000 per Occurrence/\$500,000 Aggregate.

**RISK MANAGEMENT
POLICY AND PROCEDURES
AGREEMENT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Agency covenants and agrees to indemnify and hold harmless Franklin County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Franklin County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Agency or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Agency or its Subcontractors in any tier, their employees or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Agency's failure to purchase or maintain the required insurance, the Agency shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Agency is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within this Agreement.

RESPONSE FORM

**RESPONSE TO: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
c/o MICHAEL MORON
34 FORBES STREET
APALACHICOLA, FLORIDA 32320
850-653-9783
=**

I acknowledge receipt of Addenda No. (s) _____

I have included:

Proposal _____ Ethics Clause _____
Non-Collusion Affidavit _____ Drug Free Workplace Form _____
Local Preference Form _____

In addition, I have included a current copy of the following professional licenses and business tax receipts:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____ Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

I am _____ of the Agency of _____ the Proposer making the Proposal for the project described in the Notice of Request for Competitive Solicitations for:

_____ and that I executed the said Proposal with full authority to do so; and

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and
4. The statements contained in this affidavit are true and correct, and made with full knowledge that Franklin County relies upon the truth of the statements contained in this affidavit in awarding Agreements for said project.

(Signature of Proposer)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires: _____

ETHICS CLAUSE
SWORN STATEMENT
FRANKLIN COUNTY, FLORIDA

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee or any County officer or employee. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection 1.04.
4. In the statement specified in Subsection 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign the statement, I certify that this Agency complies fully with the above requirements.

Proposer’s Signature

Date

SECTION SIX
REQUEST FOR COMPETITIVE SOLICITATION CHECKLIST

Please ensure that all items have been checked before submitting Request for Competitive Solicitation. Submit this checklist as the last page of your proposal.

- 1. Cover Page
- 2. Narrative Self-Analysis
- 3. References
- 4. Account Information
- 5. Financial Statements, Accounting and Bookkeeping Procedures
- 6. Staff Information
- 7. Service Capability to Franklin County
- 8. Compensation
- 9. Written Presentation
- 10. County Forms
- 11. Other Information
- 12. Completed Competitive Solicitation Checklist

County Coordinator's Report
BOCC Regular Meeting
September 4, 2018

1. At your last meeting Mr. Erik Lovestrand informed the Board that the UF/IFAS Extension Administrative Office had a small SUV they would like to donate to the Franklin County IFAS Extension Office. The Finance Office verified that Mr. Lovestrand's budget could support the fuel, maintenance, and insurance for a vehicle, especially since his travel reimbursements will be substantially reduced while using this vehicle. **Board action** to authorize Mr. Lovestrand to accept this vehicle for official County use.
2. There are two upcoming Florida Association of Counties conferences. The first is the Innovation and Policy Conference on September 26th to the 28th in Charlotte County and the other is the Legislative Conference from November 28th to 30th in Hillsborough County. There will be FAC Board of Directors meetings, Consortium meetings, and other events that will require Commissioners, Staff, and the County Attorney's attendance. **Board action** to approve travel and expenses for both conferences.
3. The Franklin County School Homecoming Parade will be held on Friday, October 26th at 2:00 p.m. The parade route is on Highway 98 from Old Ferry Dock Road to 2nd Street in Eastpoint. The Franklin County Sheriff's Office will work with the schools to assist with the parade route and the detour route. **Board action** to approve the closing of Highway 98 and the adjoining streets for the parade.
4. Ms. Lori Switzer, your SHIP administrator, has submitted the SHIP Annual Reports and Certification for your review and approval. The Annual Report covers three fiscal years, a Close Out Year (FY 2015-2016) that requires all of that year's funds to be spent, Interim Year 1 (FY 2016-2017) that requires all that year's funds to be encumbered by June 30, 2018, and Interim Year 2 (FY2017-2018) which allows that year's funds to be reported as unspent or unencumbered. In addition, Commissioners Jones requested that Ms. Switzer is added to the agenda once a quarter to update the Board on the SHIP program activities and as a reminder, Ms. Switzer is seeking replacement Board members for the County's Housing Authority Board. **Board action** to approve the Annual Reports (attached) and authorize the Chairman's signature on the Certification.
5. **Board action** to approve the following Change Orders:
 - A. **Board action** to approve Change Order #3 for the Fort Coombs Armory and Convention Center Renovation project. This deductive change order reduces the construction contract with EMO by \$2000 in contingency funding that was not used. This is just a technical change order. It doesn't cost the County any money. However it is necessary to provide the appropriate paperwork to the State so that the grant

could be closed, and the County can get its \$180,000 for the funds that were already expended.

- B. At your August 21st meeting the Board approved Change Order #5 to allow Roberts and Roberts to pave the north, south, and east sides around the Old Jail to provide additional parking and better traffic flow, especially on busy court days. While working on the project it was discovered that the west side of the building, which was originally paved at least 30 years ago, is suffering from sink spots and other issues. Roberts and Roberts confirmed that they would repair the sink spots and add a 1-inch overlay of asphalt on the west side of the Old Jail Building for \$8000. **Board action** to approve this expenditure from the Paving Fund.
 - C. **Board action** to approve Change Order #2 for the Bayshore Drive Sidewalk Improvement project. This deductive change order reduces the overall cost of the project by \$130.50 which reduces the total amount of the project to \$385,149.20.
6. As the Board may recall, FDOT inspected, both, Crooked River Bridge and Timber Island Bridge last year and provided a list of maintenance items that required repairs on both bridges. Mr. Nabors, your Road and Bridger Superintendent, stated that the County did not have the necessary equipment to address these maintenance items; so therefore, BroadSpectrum was hired to address these items. Repairs to Crooked River Bridge have been completed but there is a problem with Timber Island Bridge beyond what was first anticipated. One of the maintenance tasks is to clean and reseal the joints on the Timber Island Bridge. But after starting this project, they discovered an abundance of material that have filled the joints up over the years; some joints are actually higher than the bridge deck at this time. BroadSpectrum's recommendation is to replace all pourable joint seals, which will increase the total cost of the project from \$9,200 to \$14,700. Mr. Nabors contacted BroadSpectrum and verified that replacing all of the joint seals is the best solution. **Board action** to authorize BroadSpectrum to replace all of the joint seals at a cost of \$5,500.
7. At your last meeting the Board approved Pigott's contract for the Gulf Shore Relocation project. At the pre-construction meeting held on Monday, August 27th, Ms. Kristin Ebersol, the Bald Point State Park Manager, stated that certain special conditions of an easement that allowed the County access over the State Park's property to access the residences were not met. One of those conditions being "H. GRANTEE shall provide the managing agency \$14,000 in goods and/or services as additional compensation pursuant to GRANTOR's Linear Facilities Policy dated January 23, 1996, within 180 days of execution of this easement by Grantor." This easement was signed by the County on July 2013 but was approved by Department of Environmental Acquisition and Restoration Council in June of 2013. There are a series of emails between Mr. Mark Curenton and Mr. Robert Steele, who was the Park Manager at that time, about the \$14,000 of in-kind service. Mr. Steele was unable to provide any projects for the County but in his August 30, 2013 email, suggested that Franklin County cut a \$14,000 check to

the State Park. Is the Board willing to consider this option instead of the agreed to \$14,000 in goods and/or services? **Board discussion.**

8. Due to the delay of awarding the selection of the Professional Executive Administrative Services for Franklin County TDC contract, I am recommending extending your current administrator's contract, Allyn Inc., on month to month basis for a maximum of three months. This should allow adequate time for the selection of a new administrator and a transitional period. **Board action.**
9. At the August 21st regular meeting the Board made a motion to advertise an RFQ for additional engineering firms. Since FDOT requires that we advertise for engineering services, such as design and CEI, for all of their projects, Mr. Curenton concurred with me that we don't have enough projects to rotate between multiple engineering firms outside of the FDOT projects. As a matter of fact, we mostly use our engineering firm as consultants and problem solvers for some of our issues, somewhat like an engineering department. Based on the information presented, would the Board consider allowing an RFQ advertisement for only one engineering firm? **Board discussion.**
10. Inform the Board that staff has received a draft of the Franklin County Security Exercise After Action Review Report and Recommendations from Mr. Grant Slayden the Trial Court Administrator. This document is the result of the Franklin County Security Exercise that was held on Friday, May 11, 2018 from Noon to 3:15 p.m. at the Franklin County Courthouse. There will be future meetings that will include staff from the Court Administration Office, the County's Constitutional Officers, and County Administration to discuss prioritizing and funding the security needs of the Courthouse. Forward any concerns or suggestion you have so I can present and discuss it at one of these meetings. Based on Chapter 119.071(3)(a) of the Florida Statutes, there is potential confidential and exempt information in this report. So it isn't for public distribution in the format I have submitted to you. Public Records request for this document should be sent to the Office of Court Administration, Second Judicial Circuit, c/o Trial Court Marshall Bill Wills.
11. Mrs. Leslie Cox has been asked by the Florida Native Plant Society to submit a resolution for your review and approval (attached) declaring the month of October 2018 Florida Native Plant Month in Franklin County. This resolution is worded in the same manner as the resolution that was approved by the County in 2015. **Board action.**
12. **Board action** to schedule a Special End of the Fiscal Year Meeting on Friday, September 28, 2018 at 9 a.m. The Board will approve the final bill list for FY 2017-2018 which reduces the amount of bookkeeping transactions for the Finance Department.
13. As a reminder, the 1st Public Budget Hearing for FY 2018-2019 budget is scheduled for today at 5:15 p.m.

Title: SHIP Annual Report
Franklin County FY 2015/2016 Closeout

Report Status: Unsubmitted

Form 1

SHIP Distribution Summary:

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Down Payment Assistance	\$72,500.00	7	\$0.00	0	\$0.00	0
3	Owner Occupied Rehabilitation	\$259,047.50	12	\$0.00	0	\$0.00	0
6	Emergency Repair	\$6,000.00	2	\$0.00	0	\$0.00	0
Homeownership Totals:		\$337,547.50	21	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$337,547.50	21	\$0.00	0	\$0.00	0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals:	\$372,547.50	21	\$0.00	0	\$0.00	0
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$304.71
Program Income (Payments)	\$14,313.65
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$8,132.71
Total:	\$372,751.07

*** Carry Forward to Next Year: \$203.57**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$337,547.50	36.41%
Public Moneys Expended	\$.00	.00%
Private Funds Expended	\$577,029.09	62.23%
Owner Contribution	\$12,603.59	1.36%
Total Value of All Units	\$927,180.18	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$337,547.50	\$350,000.00	96.44%	65%
Construction / Rehabilitation	\$265,047.50	\$350,000.00	75.73%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$131,794.50			\$131,794.50	35.36%
Very Low	\$48,752.00			\$48,752.00	13.08%
Low	\$97,001.00			\$97,001.00	26.02%
Moderate	\$60,000.00			\$60,000.00	16.10%
Over 120%-140%	\$.00			\$.00	.00%
Totals:	\$337,547.50	\$.00	\$.00	\$337,547.50	90.56%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$128,794.50	6	\$3,000.00	1	\$131,794.50	7
Very Low	\$45,752.00	2	\$3,000.00	1	\$48,752.00	3
Low	\$97,001.00	5	\$.00	0	\$97,001.00	5
Moderate	\$60,000.00	6	\$.00	0	\$60,000.00	6
Totals:	\$331,547.50	19	\$6,000.00	2	\$337,547.50	21

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Down Payment Assistance	Unincorporated	0	0	0	4	4
Down Payment Assistance	Apalachicola	0	0	1	2	3
Owner Occupied Rehabilitation	Carrabelle	1	0	0	0	1
Owner Occupied Rehabilitation	Apalachicola	5	1	3	0	9
Owner Occupied Rehabilitation	Unincorporated	0	1	1	0	2
Emergency Repair	Apalachicola	1	1	0	0	2
Totals:		7	3	5	6	21

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Down Payment Assistance	Unincorporated	0	4	0	0	4
Down Payment Assistance	Apalachicola	0	3	0	0	3
Owner Occupied Rehabilitation	Carrabelle	0	0	0	1	1
Owner Occupied Rehabilitation	Apalachicola	0	0	3	6	9
Owner Occupied Rehabilitation	Unincorporated	0	0	1	1	2
Emergency Repair	Apalachicola	0	0	0	2	2
Totals:		0	7	4	10	21

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Down Payment Assistance	Unincorporated	2	1	0	3
Down Payment Assistance	Apalachicola	0	2	1	3
Owner Occupied Rehabilitation	Carrabelle	1	0	1	2
Owner Occupied Rehabilitation	Apalachicola	5	4	0	9
Owner Occupied Rehabilitation	Unincorporated	1	1	0	2

Emergency Repair	Apalachicola	2	0	0	2
Totals:		11	8	2	21

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Down Payment Assistance	Unincorporated	4						4
Down Payment Assistance	Apalachicola	3						3
Owner Occupied Rehabilitation	Carrabelle	1						1
Owner Occupied Rehabilitation	Apalachicola		9					9
Owner Occupied Rehabilitation	Unincorporated	2						2
Emergency Repair	Apalachicola	2						2
Totals:		12	9					21

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Other	Other	Total
Down Payment Assistance	Unincorporated							0
Down Payment Assistance	Apalachicola							0
Owner Occupied Rehabilitation	Carrabelle				1			1
Owner Occupied Rehabilitation	Apalachicola				6			6
Owner Occupied Rehabilitation	Unincorporated				1			1
Emergency Repair	Apalachicola				2			2
Totals:					10			10

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units

Form 4

Status of Incentive Strategies

Incentive Strategy:

Expedited Permitting

Adopting Ordinance or Resolution Number or identify local policy:



Local Policy was adopted by the County Commission in 1994

Implementation Schedule (Date):

Ongoing

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

The strategy is functioning as intended

Support Services

Habitat for Humanity continues to build new homes for very low income applicants using SHIP Down Payment Assistance funds. When available SHIP Partners with USDA Rural Development by providing Down Payment Assistance and also with the Rehabilitation Strategy.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The annual report is available upon request for public inspection and official copies are on file with the County Commission.

Homeownership Default & Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0
- Foreclosed Loans Life-to-date: 7
- SHIP Program Foreclosure Percentage Rate Life to Date: 1

Mortgage Defaults

- A. Very low income households in default: 0
- B. Low income households in default: 0
- C. Moderate households in default: 0
- Defaulted Loans Life-to-date: 6
- SHIP Program Default Percentage Rate Life to Date: 1

Welfare to Work Programs

Not applicable

Strategies and Production Costs

Strategy	Average Cost
Down Payment Assistance	\$10,357.00
Owner Occupied Rehabilitation	\$21,587.29
Emergency Repair	\$3,000.00

Expended Funds

Total Unit Count: **21**

Total Expended Amount: **\$337,548.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Down Payment Assistance	Eli Griffin	35 S. Franklin Street	Eastpoint	32328	\$10,000.00	
Down Payment Assistance	Marc Ethan Wilson	736 Buck Street	Eastpoint	32328	\$10,000.00	
Down Payment Assistance	Joseph Ferrell, Jr.	22 Trisha's Way	Eastpoint	32328	\$10,000.00	
Down Payment Assistance	Brittany James	1626 Linden Road	Apalachicola	32320	\$12,500.00	
Down Payment Assistance	Desiree Martina	355-22nd Avenue	Apalachicola	32320	\$10,000.00	
Down Payment Assistance	Amy Anderson	305 Jared Lane	Apalachicola	32320	\$10,000.00	
Down Payment Assistance	Tara Klink	209 Old Ferry Dock Road	Eastpoint	32328	\$10,000.00	
Owner Occupied Rehabilitation	Charles Bell	309 NE 7th Street	Carrabelle	32322	\$24,818.50	
Owner Occupied Rehabilitation	Willie Williams	155-13th Street	Apalachicola	32320	\$13,902.50	
Owner Occupied Rehabilitation	Dexter Harris	218 Dr Fredrick Humphries Street	Apalachicola	32320	\$24,780.50	
Owner Occupied Rehabilitation	Annie Hand	168-7th Street	Apalachicola	32320	\$24,627.00	
Owner Occupied Rehabilitation	Lucille Griggs	129 Avenue M	Apalachicola	32320	\$23,343.50	
Owner Occupied Rehabilitation	Willie Gene Dasher	159 Hickory Dip	Eastpoint	32328	\$13,343.50	
Owner Occupied Rehabilitation	Carolyn Williams	208-11th Street	Apalachicola	32320	\$22,593.50	
Owner Occupied Rehabilitation	Darron Austin, Sr.	210-10th Street	Apalachicola	32320	\$17,184.50	
Owner Occupied Rehabilitation	Delores Griffin	981 Wylonda Avenue	Eastpoint	32328	\$23,158.50	
Owner Occupied Rehabilitation	Otis Walker	116 Dr. Fredrick Humphries St	Apalachicola	32320	\$24,984.50	
Owner Occupied Rehabilitation	Wayne O'Neal	205-11th Street	Apalachicola	32320	\$21,392.50	
Owner Occupied Rehabilitation	Maxine Kellogg	162-12th Street	Apalachicola	32320	\$24,918.50	
Emergency Repair	Robert Key	155-6th Street	Apalachicola	32320	\$3,000.00	

Emergency Repair	William Silva	210-4th Street	Apalachicola	32320	\$3,000.00	
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Administrative Expenditures

Local Government: \$3,500. Sub-Recipient: \$31,500

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
Lori Switzer	Contracted Administrative	All Strategies	Administer SHIP Program and provide assistance to the Franklin County Housing Board

Program Income

Program Income Funds	
Loan Repayment:	\$14,313.65
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$304.71
Other ():	
Total:	\$14,618.36

Explanation of Recaptured funds

Description	Amount
N/A	
Total:	\$.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By	Additional Notes
Franklin County 2015 Closeout								

Single Family Area Purchase Price

The average area purchase price of single family units: 96,428.57
 Or
 Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
2	Down Payment Assistance	\$0.00	0	\$0.00	0
3	Owner Occupied Rehabilitation	\$99,576.50	5	\$0.00	0
6	Emergency Repair	\$3,000.00	1	\$0.00	0

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Owner Occupied Rehabilitation	Receiving Supplemental Security Income	\$99,576.50	5	\$0.00	0
(6) Emergency Repair	Receiving Supplemental Security Income	\$3,000.00	1	\$0.00	0

Provide a description of efforts to reduce homelessness:

The SHIP Program does not have strategies in place to assist with rent or deposits at this time. The program assists with needed repairs to homes to enable homeowners to remain in their homes.

LG Submitted Comments:

Title: SHIP Annual Report
Franklin County FY 2016/2017 Interim-1

Report Status: Unsubmitted

Form 1

SHIP Distribution Summary:

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Down Payment Assistance	\$80,000.00	7	\$0.00	0	\$0.00	0
3	Owner Occupied Rehabilitation	\$61,462.49	3	\$116,216.05	5	\$0.00	0
6	Emergency Repair	\$68,764.72	7	\$0.00	0	\$0.00	0
Homeownership Totals:		\$210,227.21	17	\$116,216.05	5	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$210,227.21	17	\$116,216.05	5	\$0.00	0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling	\$0.00		
Admin From Program Income	\$0.00		
Admin From Disaster Funds	\$0.00		

Totals:	\$245,227.21	17	\$116,216.05	5	\$0.00	0
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$540.68
Program Income (Payments)	\$10,699.01
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$203.57
Total:	\$361,443.26

*** Carry Forward to Next Year: \$0.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$210,227.21	24.39%
Public Moneys Expended		.00%
Private Funds Expended	\$646,413.71	74.98%
Owner Contribution	\$5,468.23	.63%
Total Value of All Units	\$862,109.15	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$321,491.21	\$350,000.00	91.85%	65%
Construction / Rehabilitation	\$266,691.21	\$350,000.00	76.20%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$34,839.50	\$45,000.00		\$79,839.50	22.09%
Very Low	\$28,988.22	\$29,952.05		\$58,940.27	16.31%
Low	\$106,399.49	\$41,264.00		\$147,663.49	40.85%
Moderate	\$40,000.00	\$0.00		\$40,000.00	11.07%
Over 120%-140%				\$0.00	.00%
Totals:	\$210,227.21	\$116,216.05	\$0.00	\$326,443.26	90.32%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$34,839.50	3	\$0.00	0	\$34,839.50	3
Very Low	\$28,988.22	3	\$0.00	0	\$28,988.22	3
Low	\$106,399.49	7	\$0.00	0	\$106,399.49	7
Moderate	\$40,000.00	4	\$0.00	0	\$40,000.00	4
Totals:	\$210,227.21	17	\$0.00	0	\$210,227.21	17

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Down Payment Assistance	Unincorporated	1	0	0	1	2
Down Payment Assistance	Apalachicola	0	0	2	2	4
Down Payment Assistance	Carrabelle	0	0	0	1	1
Owner Occupied Rehabilitation	Apalachicola	0	0	2	0	2
Owner Occupied Rehabilitation	Carrabelle	0	0	1	0	1
Emergency Repair	Apalachicola	1	2	2	0	5
Emergency Repair	Unincorporated	0	1	0	0	1
Emergency Repair	Carrabelle	1	0	0	0	1
Totals:		3	3	7	4	17

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Down Payment Assistance	Unincorporated		1	1		2
Down Payment Assistance	Apalachicola	2	2			4
Down Payment Assistance	Carrabelle		1			1
Owner Occupied Rehabilitation	Apalachicola				2	2
Owner Occupied Rehabilitation	Carrabelle				1	1
Emergency Repair	Apalachicola			1	4	5
Emergency Repair	Unincorporated				1	1
Emergency Repair	Carrabelle				1	1
Totals:		2	4	2	9	17

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Down Payment Assistance	Unincorporated		2		2
Down Payment Assistance	Apalachicola	2	2		4
Down Payment Assistance	Carrabelle		1		1

Owner Occupied Rehabilitation	Apalachicola	2			2
Owner Occupied Rehabilitation	Carrabelle	1			1
Emergency Repair	Apalachicola	2	3		5
Emergency Repair	Unincorporated	1			1
Emergency Repair	Carrabelle	1			1
Totals:		9	8		17

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Down Payment Assistance	Unincorporated	2						2
Down Payment Assistance	Apalachicola	4						4
Down Payment Assistance	Carrabelle	1						1
Owner Occupied Rehabilitation	Apalachicola	1	1					2
Owner Occupied Rehabilitation	Carrabelle	1						1
Emergency Repair	Apalachicola	2	3					5
Emergency Repair	Unincorporated	1						1
Emergency Repair	Carrabelle	1						1
Totals:		13	4					17

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Other	Other	Total
Down Payment Assistance	Unincorporated					1		1
Down Payment Assistance	Apalachicola							0
Down Payment Assistance	Carrabelle							0
Owner Occupied Rehabilitation	Apalachicola				2			2
Owner Occupied Rehabilitation	Carrabelle				1			1
Emergency Repair	Apalachicola				4		1	5
Emergency Repair	Unincorporated				1			1
Emergency Repair	Carrabelle				1		1	2
Totals:					9	1	2	12

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
N/A	N/A	\$.00	\$.00

Form 4

Expended Funds

\$210,227.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Down Payment Assistance	Barry Thompson	19 N. Franklin Street	Eastpoint	32328	\$15,000.00	
Down Payment Assistance	Kristin Bell	275 Carroll Street	Eastpoint	32328	\$10,000.00	
Down Payment Assistance	Austin Ward	73 Worley Drive	Apalachicola	32320	\$12,500.00	
Down Payment Assistance	Carrie Jones	321 James Clay Street	Apalachicola	32320	\$10,000.00	
Down Payment Assistance	Zaida Hager	318 Earl King Street	Apalachicola	32320	\$10,000.00	
Down Payment Assistance	Jennifer Wilson	108 SE 13th Street	Carrabelle	32322	\$10,000.00	
Down Payment Assistance	Jordyn Zingarelli	400 Bay City Road	Apalachicola	32320	\$12,500.00	
Owner Occupied Rehabilitation	Essie Giddens	81 Avenue K	Apalachicola	32320	\$18,908.50	
Owner Occupied Rehabilitation	Betty Mock	309 Nw 9th Street	Carrabelle	32322	\$20,928.50	
Owner Occupied Rehabilitation	Carole Brazsky	224 Center Street	Apalachicola	32320	\$21,625.49	
Emergency Repair	Mary Paulk	238-17th Street	Apalachicola	32320	\$10,000.00	
Emergency Repair	James Cooper	559 Oyster Road	Apalachicola	32320	\$9,063.25	
Emergency Repair	Stella Bryant	314 Earl King Street	Apalachicola	32320	\$9,937.00	
Emergency Repair	Betty Davis	201 Coach Wagoner Blvd	Apalachicola	32320	\$10,000.00	

Emergency Repair	Audrey Golden	39 Bull Street	Eastpoint	32328	\$9,924.97	
Emergency Repair	Lucious Peterson	150-13th Street	Apalachicola	32320	\$10,000.00	
Emergency Repair	Clara Walden	408 W. 8th Street	Carrabelle	32322	\$9,839.50	

Franklin County 2016 Interim-1

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
2	Down Payment Assistance	\$15,000.00	1	\$0.00	0
3	Owner Occupied Rehabilitation	\$0.00	0	\$45,000.00	2
6	Emergency Repair	\$18,902.75	2	\$0.00	0

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(2) Down Payment Assistance	Receiving Social Security Disability Insurance	\$15,000.00	1	\$0.00	0
(3) Owner Occupied Rehabilitation	Receiving Social Security Disability Insurance	\$0.00	0	\$45,000.00	2
(6) Emergency Repair	Receiving Supplemental Security Income	\$18,902.75	2	\$0.00	0

Provide a description of efforts to reduce homelessness:

LG Submitted Comments:

Title: SHIP Annual Report
Franklin County FY 2017/2018 Interim-2

Report Status: Unsubmitted

Form 1

SHIP Distribution Summary:

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Down Payment Assistance	\$45,000.00	4	\$12,500.00	1	\$.00	0
3	Owner Occupied Rehabilitation	\$15,646.50	1	\$10,929.80	1	\$200,000.00	8
6	Emergency Repair	\$.00	0	\$.00	0	\$64,567.61	6
Homeownership Totals:		\$60,646.50	5	\$23,429.80	2	\$264,567.61	14

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$60,646.50	5	\$23,429.80	2	\$264,567.61	14

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00	\$.00	\$.00
Homeownership Counseling	\$.00	\$.00	\$.00
Admin From Program Income	\$.00	\$.00	\$.00
Admin From Disaster Funds	\$.00	\$.00	\$.00

Totals:	\$95,646.50	5	\$23,429.80	2	\$264,567.61	14
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$595.99
Program Income (Payments)	\$33,047.92
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$.00
Total:	\$383,643.91

*** Carry Forward to Next Year: \$.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$60,646.50	14.05%
Public Moneys Expended		.00%
Private Funds Expended	\$367,963.02	85.22%
Owner Contribution	\$3,158.50	.73%
Total Value of All Units	\$431,768.02	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$348,643.91	\$350,000.00	99.61%	65%
Construction / Rehabilitation	\$291,143.91	\$350,000.00	83.18%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$15,646.50	\$0.00	\$0.00	\$15,646.50	4.08%
Very Low	\$0.00	\$0.00	\$264,567.61	\$264,567.61	68.96%
Low	\$25,000.00	\$23,429.80	\$0.00	\$48,429.80	12.62%
Moderate	\$20,000.00	\$0.00	\$0.00	\$20,000.00	5.21%
Over 120%-140%	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Totals:	\$60,646.50	\$23,429.80	\$264,567.61	\$348,643.91	90.88%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$15,646.50	1	\$0.00	0	\$15,646.50	1
Very Low	\$0.00	0	\$0.00	0	\$0.00	0
Low	\$25,000.00	2	\$0.00	0	\$25,000.00	2
Moderate	\$20,000.00	2	\$0.00	0	\$20,000.00	2
Totals:	\$60,646.50	5	\$0.00	0	\$60,646.50	5

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Down Payment Assistance	Unincorporated	0	0	1	1	2
Down Payment Assistance	Apalachicola	0	0	1	1	2
Owner Occupied Rehabilitation	Apalachicola	1	0	0	0	1
Totals:		1	0	2	2	5

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Down Payment Assistance	Unincorporated	0	0	2	0	2
Down Payment Assistance	Apalachicola	0	1	1	0	2
Owner Occupied Rehabilitation	Apalachicola	0	0	1	0	1
Totals:		0	1	4	0	5

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Down Payment Assistance	Unincorporated	2	0	0	2
Down Payment Assistance	Apalachicola	1	1	0	2
Owner Occupied Rehabilitation	Apalachicola	1	0	0	1
Totals:		4	1	0	5

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Down Payment Assistance	Unincorporated	2						2
Down Payment Assistance	Apalachicola	2						2
Owner Occupied Rehabilitation	Apalachicola	1						1
Totals:		5						5

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Other	Other	Total
Down Payment Assistance	Unincorporated							0
Down Payment Assistance	Apalachicola							0
Owner Occupied Rehabilitation	Apalachicola					1		1
Totals:							1	1

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

Expended Funds

\$60,647.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Down Payment Assistance	Daniel White	181-22nd Avenue	Apalachicola	32320	\$12,500.00	
Down Payment Assistance	Mindy Parker	443 Boatwright Street	Eastpoint	32328	\$12,500.00	
Down Payment Assistance	Susan Jane Kirk	172 North Bayshore Drive	Eastpoint	32328	\$10,000.00	
Down Payment Assistance	Lisa Page	302-25th Avenue	Apalachicola	32320	\$10,000.00	
Owner Occupied Rehabilitation	Glenn Kaczmarek	124-5th Street	Apalachicola	32320	\$15,646.50	

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
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Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
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Provide a description of efforts to reduce homelessness:

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Franklin County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2015/2016 and interim years 2016/2017 & 2017/2018.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.

Staff Member responsible for submitting annual report to FHFC: Lori Switzer

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee**. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION

FLORIDA NATIVE PLANT MONTH IN FRANKLIN COUNTY

Whereas, the Florida Native Plant Society was founded in the summer of 1980 in Winter Haven, Florida, by a group of scientists, educators and conservationists concerned about the loss of Florida's native plants and the introduction of non-native species which were overtaking natural areas;

Whereas, the mission of the Florida Native Plant Society (FPNS) is the preservation, conservation and restoration of native plants and native plant communities of Florida;

Whereas, the Society now consists of 37 chapters and 3,500 members from all walks of life, including the Sarracenia Chapter serving Franklin County, whose members (i) volunteer their time, knowledge and skills in public workshops and land management reviews, (ii) raise money for conservation and research grants, landscape awards, restoration projects and (iii) teach Floridians about the benefits of native plants;

Whereas, Franklin County's richness and diversity in Florida native plants features threatened and endangered species; features the remarkable Ogeechee tupelo (*Nyssa ogeche*) foundational to the tupelo honey industry; features miles of roadways graced by native wildflowers supporting nature based tourism and pollinators benefiting local agriculture;

Whereas, Apalachicola was the home to noted botanist and author of the *Flora of the Southern United States*, Alvin Wentworth Chapman, for fifty years;

Whereas, the Florida Wildflower Foundation has included HWY 98, SR65, and CR67 on the Florida Panhandle Wildflower Corridor Map, and;

Whereas, the Sarracenia Chapter of the Florida Native Plant Society has members who participate in activities that benefit the citizens and environment of Franklin County such as sea oats restoration, native plant maintenance for public parks, work with Florida Department of Transportation to preserve roadside wildflowers and conduct free educational field trips for the public, and more.

NOW, THEREFORE, the Board of County Commissioners of Franklin County convened this 4th day of September 2018, declares the month of October 2018 FLORIDA NATIVE PLANT MONTH in Franklin County.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY

Joseph A. Parrish, Chairman

Attest:

Marcia M. Johnson, Clerk of Courts

NOTICE OF ZONING CHANGE

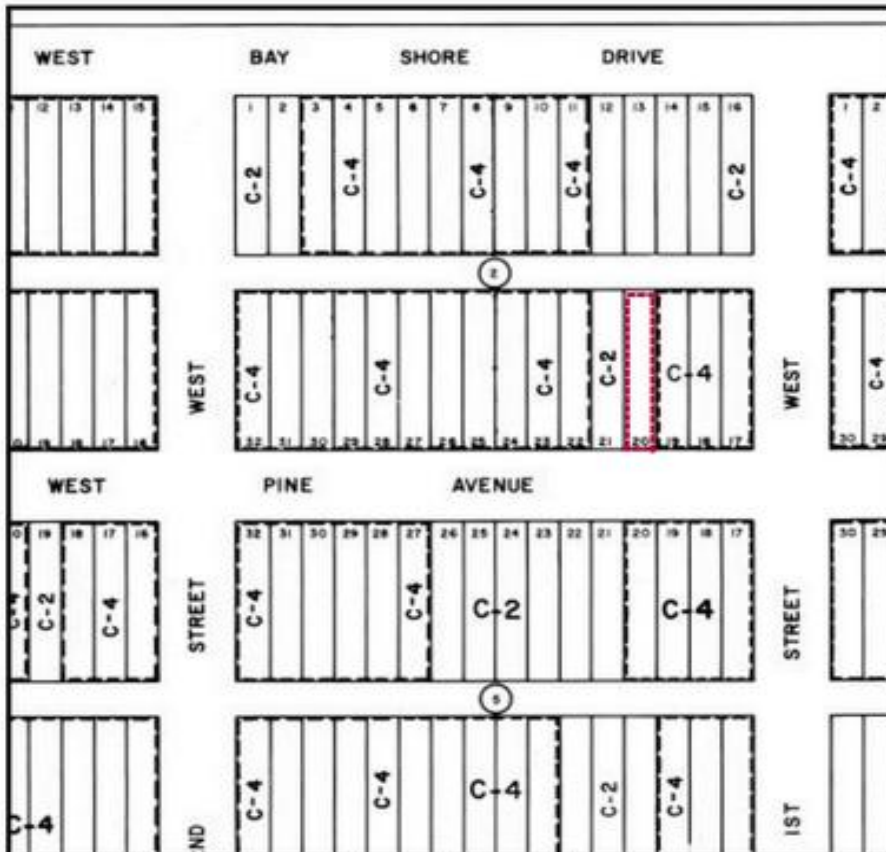
The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance Re-Zoning the following parcel of land in Franklin County:

Lot 20, Block 2 West, Unit 1, St. George Island Gulf Beaches, Franklin County, Florida as shown on the attached map, be changed from C-2 Commercial Business to C-4 Commercial Mixed Use.

A public hearing on the proposed changes to the Zoning Map series will be held on Tuesday, September 4, 2018 at 10:30 a.m., in the Franklin County Courthouse Annex, 34 Forbes Street, Suite 1, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Telephone: 850-653-9783.

Persons wishing to comment may do so in person at the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will not be recorded. Persons who wish to appeal any action resulting from this hearing should make the necessary arrangements to assure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based.

PUBLISH DATES: **Thursday, August 23, 2018**
 Thursday, August 30, 2018



*The Law Office of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320*

*Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com*

*Mailing Address:
40-4th Street
Apalachicola, FL 32320*

To: Franklin County Board of County Commissioners

From: Michael Shuler, County Attorney

Date: August 30, 2018

For: September 4, 2018 meeting

ATTORNEY REPORT

1. Walter Armistead: The executive session is scheduled for Tuesday, September 4, 2018 at 11:00 a.m. (E.T.) Attached to this email is the proposed settlement and agenda for the executive session for your review.

THE DRAFT SETTLEMENT AGREEMENT ATTACHED TO THIS EMAIL IS A CONFIDENTIAL AND PRIVILEGED SETTLEMENT DOCUMENT. DO NOT DISCUSS WITH ANYONE OTHER THAN MYSELF OR DAVID THERIAQUE. DO NOT SHOW THE PROPOSED SETTLEMENT DOCUMENT TO ANYONE.

If the settlement becomes final and the case is thereafter dismissed following purchase of the property, then the settlement agreement will become a public record, as will the transcript of the executive session.

Once we close the executive session and re-open in the public meeting, please do not discuss the specific terms of the settlement. The county is subject to sanctions if it improperly discloses confidential settlement discussions publicly at this time.

If the board desires to approve the settlement, then simply make a motion to approve the settlement.

If the board desires to reject the settlement, then simply make a motion to reject the settlement.

2. ESF15 and Capital Area Action Agency: Tim Center and I have spoken several times since the last board meeting. He and I are continuing to work and discuss the fiscal partnership agreement in a manner that I believe is positive and supported by Tim. We are currently working on a draft agreement. He has informed me that the cost will be \$1,000.00 and possibly somewhat higher because of the need to open a separate bank

account locally. I've told him that fee could not be taken from the donation funds because that is a policy decision previously made by the board.

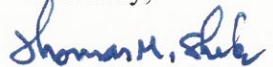
As I mentioned at the last board meeting, acting as an ESF15 is a new mission for Capital Area Action Agency and expands their role in disasters that requires approval by his board to expand the scope of work performed by them. While Tim does not speak for the board, he anticipates a successful outcome. Tim will recommend approval. That meeting will happen early next week, either on Tuesday (9/4/18) or Wednesday (9/5/18).

3. Kirvin Floyd (HLS Management lawsuit 2017-182-CA): The latest record request response should be completed on August 30, 2018. His attorney wanted all communications (text messages and emails) concerning the SGI Overlay between myself and David Theriaque's lawfirm, as well as all public record on the personal devices of Commissioner Sanders and Commissioner Jones. The Commissioners had no public records on their personal devices. The public records on their county email accounts have been produced. In fact, the email accounts of all five commissioners were checked for public records concerning the SGI Overlay. A few communications were deemed to be exempt and not produced. A copy of their letter dated August 10, 2018, is attached.
4. Cassidy Abbott-Orr: She filed a claim against the hospital claiming that she was subject to pregnancy discrimination and was terminated without being given the 120 days notice that she says she is entitled to. This claim has been sent to the county's insurance company for a determination whether the claim is covered or not.
5. City of Carrabelle Roads: On August 29, 2018, I spoke with city attorney Dan Hartman. I've asked him to get me the list of roads that the city believes are county roads. I have the list from the county road department, but I also want one from the City of Carrabelle. I've also asked for the factual basis why the roads inside the city limits of the City of Carrabelle are believed to be county owned roads. Once I receive that information, I can make an informed response to the city's conclusion that the roads belong to Franklin County.

Also, I've asked Howard Nabors to contact DOT and get an extension on the deadline for the report they've asked for from the county on our list of county owned roads. Mr. Nabors thinks that the deadline is mid-October 2018.

6. Bay Front Drive, Alligator Point: Howard Nabors, your superintendent of public works, and I discussed the request for the county to abandon the road. He reports that while the unimproved road is not water access, it does appear to provide water view and is used by a lot of people. Further the road is a lime rock road that is well maintained, per Howard Nabors, your superintendent of public works and should not be abandoned. I support his recommendation.

Sincerely,



Thomas M. Shuler

TMS/kj

enc: as stated

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR FRANKLIN COUNTY, FLORIDA

FRANKLIN BOULEVARD DEVELOPMENT, LLC,

Plaintiff,

v.

CASE NO.: 2017-183-CA

FRANKLIN COUNTY BOARD
OF COUNTY COMMISSIONERS,

Defendant.

AGENDA FOR EXECUTIVE SESSION HELD 9/4/2018 at 11:00 a.m.

Chairman:

At 11:00 o'clock a.m., the Chairman will use this agenda for the executive session.

This regular session of the Franklin County Board of County Commissioners is now convened to discuss a proposed settlement in a lawsuit filed by the Plaintiff, Franklin Boulevard Development.

The public meeting will remain open at this time.

Please proceed Mr. Shuler.

Attorney Shuler:

Good Afternoon Commissioners. My name is Michael Shuler and I represent you in this lawsuit along with Mr. Theriaque. I have asked for this meeting to receive advice from your concerning a possible settlement of this lawsuit. Mr. Theriaque will not be present.

The following persons will be present during the executive session:

Chairman Joseph Parrish.
Commissioner Noah Lockley
Commissioner Cheryl Sanders
Commissioner William Massey
Commissioner Ricky Jones
Attorney Michael Shuler
Court Reporter, Connie Hunnings.

It is expected that the executive session will last approximately 30 minutes. There will be no breaks and no is allowed to enter or leave the room during the executive session.

No decisions or votes will occur during the executive session.

Chairman:

The regular meeting is now in recess. Will everyone other than the persons just named please leave the room.

{After everyone has left the room} This executive session is now convened.

Attorney Shuler:

Presents the proposed settlement and advises the Board.

Chairman:

Commissioner discussion.

After completion of Commissioner discussion, the chairman will announce that this executive session of the board is now closed.

After the deputy clerk returns and the doors are opened, the Chairman will announce that the regular meeting of the county commission is now re-convened.

Chairman: Does the Board have any further discussion? If not, is there a motion to approve or reject the settlement? (Ask for public comment before the board takes action on the motion)

Chairman: Is there any public comment before the board takes action?

Chairman:

After board action either to approve or reject the settlement, announce that the next item on the regular meeting agenda will be discussed.



LLW

**LEWIS
LONGMAN
WALKER**

Attorneys at Law
llw-law.com

Amy Taylor Petrick
apetrick@llw-law.com

Reply To:
West Palm Beach Office

August 10, 2018

Mr. Michael Shuler
Shuler Law Offices
40-4th Street
Apalachicola, Florida 32320
mshuler@shulerlawfl.com

RE: Public Records Request

Mr. Shuler,

As you are aware, the undersigned represents Mr. George K. Floyd and HLS Property Management, LLC, and has made a series of public record requests to the Franklin County Board of County Commissioners (“the County”). On January 15, 2018, Mr. Floyd requested each and every document *related to*:

- the moratorium ordinance (Ordinance 2017-014), including all communications related to the moratorium ordinance;
- any and all documents relating to the administrative remedy process provided for in Section 3, Ordinance 2017-014;
- the proposed zoning changes for the area to which Ordinance 2017-014 applies;
- contracts, retainer letters, or other written agreements obtaining services of experts on Ordinance 2017-014, the proposed zoning changes, and or Mr. Floyd’s application for an RV Park at 41 West Bayshore Dr;
- and a copy of Mr. Floyd’s application for a Subdivision Sketch Plat Approval for an RV Park at the same location.

In response to this request, the County provided only 129 pages of pdf documents, nearly half of which were duplicative documents and none of the seventeen emails were produced in native format, as requested. Similarly, Mr. Floyd’s application for a Subdivision Sketch Plat Approval for an RV Park was not provided, despite correspondence that a reasonable cost estimate was forthcoming. According to our records, the request for Mr. Floyd’s application remains pending. Due to the dearth of documents, we also consider County’s response to the requests pertaining to the development of the moratorium ordinance and all communications related thereto incomplete.

JACKSONVILLE

245 Riverside Ave., Suite 150
Jacksonville, Florida 32202

T: 904.353.6410

F: 904.353.7619

ST. PETERSBURG

100 Second Ave. South, Suite 501-S
St. Petersburg, Florida 33701

T: 727.245.0820

F: 727.290.4057

TALLAHASSEE

315 South Calhoun St., Suite 830
Tallahassee, Florida 32301

T: 850.222.5702

F: 850.224.9242

WEST PALM BEACH

515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401

T: 561.640.0820

F: 561.640.8202

On February 2, 2018, you represented via email that you believed that records of communications between counsel and Franklin County are excluded pursuant to Chapter 119, Florida Statutes. Please note that there is no general statutory exemption for attorney communications, and that the litigation work product exemption applies only to product exclusively created in anticipation of litigation, is time-limited, and narrowly construed. In claiming that the records of attorney communications were not required to be produced, you failed to describe the records withheld with sufficient particularity so that compliance with the Public Records Law can be ascertained, including the statutory citation that formed the basis of the exemption, the potential or existing litigation that was anticipated for all work product privilege assertions, and the reason for your conclusion that the record is exempt. Please provide the records or supplement your explanation for what records were withheld and the basis for same.

Follow up public record requests were made in April and June, 2018, requesting information on expenditures by the County associated with the ongoing litigation between the County, Franklin Boulevard Development Corp, and HLS Property Management, LLC, as well as the St. George Island Overlay ("SGI Overlay") District and associated moratorium ordinance.

Review of the documents and invoices received from these requests indicates that as early as July 2017, you were exchanging email correspondence with the law firm of Theriaque and Spain regarding the SGI Overlay. Theriaque and Spain's invoices clearly document that several dozen emails, if not hundreds of emails, have been exchanged regarding the SGI Overlay matter (**Composite Attachment A**). Please note that, to the extent that some portions of those communications are claimed to be privileged, the Public Records Act requires that the documents be redacted, if possible, and the remainder of the communication be provided. Please provide copies of these emails, or identify the documents being withheld and provide a written citation to the exemption or privilege you claim justifies the withholding of such document.

Additionally, you did not provide Mr. Floyd with any engagement or retainer letters for either yourself or Theriaque and Spain. Our request for retainer or engagement letters for counsel for the County was not limited to engagements entered into from January 2016 to present, but instead, sought the engagement or retainer letters for any attorney or expert who performed services in that time frame. Therefore, any retainer or engagement letters for yourself and/or Theriaque and Spain would be responsive to the original request.

Finally, as to the outstanding requests, Mr. Floyd requested any and all documents relating to Mr. Moron's statement, as reflected in the July 5, 2017, Board of County Commissioners meeting minutes, referencing discussions with "the land use attorney." You later clarified you believed that Mr. Moron's statement referenced conversations you may have had with "the land use attorney." Please provide any and all documents or communications that reflect or relate to such conversations, or identify each responsive document and the privilege/exemption upon which the document(s) is being withheld.

In addition to the outstanding requests outlined above, Mr. Floyd would like to request any and all documents related to David Theriaque's public statement at the September 5, 2017, Local Planning Agency Public Hearing on the moratorium that he could defend any circuit court litigation related to the moratorium, and that architectural regulations do not create an inordinate

Mr. Michael Shuler
August 10, 2018
Page 3

burden for purposes of Bert Harris and do not take away all use of a property. The excerpts from the September 5, 2017, meeting minutes reflecting these statements are attached hereto as **Exhibit B**. This request includes any documents referred to or relied upon by Mr. Theriaque in making these statements, any documents relating to communications with any County employee, official, or representative, regarding the statements themselves or the subject matter referenced in the statements, and any information provided to the County, its employees, officials, agents, and/or representatives analyzing the potential for a Bert Harris claim arising from the moratorium or subsequent St. George Island Overlay District.

Thank you in advance for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Amy Taylor Petrick".

Amy Taylor Petrick

CC: Rachael Santana
George Floyd
Patrick Floyd

433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308



TELEPHONE : (850) 224-7332
TELECOPIER : (850) 224-7662
E-MAIL: dat@theriaquelaw.com

April 10, 2018

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

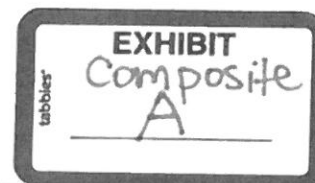
Invoice # 14173
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN FEBRUARY AND MARCH 2018

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
02 /16/18	DAT	Review e-mails from Michael Shuler; Telephone conference with Michael Shuler.	0.10
02 /19/18	DAT	Revise St. George Overlay District Ordinance; Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler; Telephone conference with Michael Shuler.	0.40
02 /21/18	DAT	Review e-mail from Michael Shuler.	0.10
02 /28/18	DAT	Revise SGI Overlay District Ordinance; Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.70
03 /01/18	DAT	Review e-mail from Michael Shuler.	0.10
TOTAL HOURS:			1.40

<u>FEES:</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	1.40	\$200.00	\$280.00
TOTAL FEES:			\$280.00



Honorable Joseph Parrish
April 10, 2018
Page 2

TOTAL AMOUNT DUE THIS INVOICE:

\$280.00



433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE : (850) 224-7332
TELECOPIER: (850) 224-7662
E-MAIL: dat@theriaquelaw.com

March 12, 2018

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 14085
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN JANUARY 2018

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
01 /01/18	DAT	Review e-mail from Michael Shuler (No Charge).	0.00
01 /03/18	DAT	Revise SGI Overlay District Ordinance; Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler; Telephone conferences with Michael Shuler.	2.10
01 /04/18	DAT	Review revised SGI Overlay District Ordinance; Review e-mail from Michael Shuler; Draft e-mail to Michael Shuler.	0.30
01 /06/18	DAT	Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.10
01 /07/18	DAT	Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.10
01 /08/18	DAT	Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.10
01 /09/18	DAT	Review e-mails from Michael Shuler; Telephone conference with Michael Shuler and Alan Pierce.	0.60
01 /15/18	DAT	Prepare for County Commission Meeting; Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler; Telephone conference with Michael Shuler.	2.60
01 /16/18	DAT	Travel to Apalachicola; Attend County Commission Meeting; Return to Tallahassee.	5.10

01 /17/18	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler; Telephone conference with Michael Shuler.	0.20
01 /18/18	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler.	0.30
	SBS	Legal research regarding Notice Requirements.	0.80
01 /19/18	DAT	Review e-mail from Michael Shuler; Telephone conference with Michael Shuler.	0.10

TOTAL HOURS: 12.40

FEES:

	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	11.60	\$200.00	\$2,320.00
S. Brent Spain	0.80	\$200.00	\$160.00

TOTAL FEES: \$2,480.00

COSTS:

Travel -- Mileage
(1/16/18) \$87.36

TOTAL COSTS: \$87.36

TOTAL AMOUNT DUE THIS INVOICE: \$2,567.36



433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE : (850) 224-7332
TELECOPIER: (850) 224-7662
E-MAIL: dat@theriaquelaw.com

January 21, 2018

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 14011
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN DECEMBER 2017

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
12 /04/17	DAT	Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.10
12 /11/17	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler.	0.10
12 /13/17	DAT	Telephone conference with Michael Shuler and Mark Curenton.	0.20
12 /22/17	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler.	0.10
12 /26/17	DAT	Revise SGI Overlay District Ordinance; Draft e-mail to Michael Shuler.	2.60
12 /31/17	DAT	Review revised draft SGI Overlay District Ordinance; Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.30

TOTAL HOURS: **3.40**

<u>FEES:</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	3.40	\$200.00	\$680.00

TOTAL FEES: **\$680.00**

Honorable Joseph Parrish
January 21, 2018
Page 2

TOTAL AMOUNT DUE THIS INVOICE:

\$680.00



THERIAQUE & SPAIN LAW FIRM

433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE : (850) 224-7332
TELECOPIER: (850) 224-7662
E-MAIL: dat@theriaquelaw.com

December 27, 2017

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 13956
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN NOVEMBER 2017

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
11 /03/17	DAT	Draft e-mail to Michael Shuler.	0.10
11 /14/17	DAT	Review draft SGI Overlay Ordinance; Draft e-mail to Michael Shuler.	0.30
11 /26/17	DAT	Draft e-mails to Michael Shuler; Review e-mail from Michael Shuler.	0.20
11 /30/17	DAT	Draft e-mail to Alan Pierce and Mark Curenton; Draft e-mail to Michael Shuler; Review e-mails from Mark Curenton; Review e-mail from Michael Shuler; Telephone conference with Michael Shuler.	0.50

TOTAL HOURS: 1.10

<u>FEES:</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	1.10	\$200.00	\$220.00

TOTAL FEES: \$220.00

TOTAL AMOUNT DUE THIS INVOICE: \$220.00



433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE : (850) 224-7332
TELECOPIER: (850) 224-7662
E-MAIL: dat@theriaquelaw.com

December 4, 2017

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 13887
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN OCTOBER 2017

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
10/10/17	DAT	Review e-mail from Michael Shuler; Telephone conference with Michael Shuler.	0.10
10/25/17	DAT	Review Comments from Workshop; Review e-mail from Michael Shuler.	0.10
TOTAL HOURS:			0.20

<u>FEEES:</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	0.20	\$200.00	\$40.00
TOTAL FEES:			\$40.00
TOTAL AMOUNT DUE THIS INVOICE:			\$40.00

LGL SVC SGI OVERLAY 10/17
001.20, S11.3100 \$40.00

3020



433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

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October 30, 2017

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 13831
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN SEPTEMBER 2017

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
09 /01/17	DAT	Analyze revising Boundaries of Gateway Area; Review e-mail from Michael Shuler; Draft e-mails to Michael Shuler; Telephone conferences with Michael Shuler; Telephone conference with Michael Shuler and County Commissioner Massey.	0.80
09 /03/17	DAT	Travel to Apalachicola (1/2 share).	0.90
09 /04/17	DAT	Review e-mails from Michael Shuler.	0.10
09 /05/17	DAT	Prepare for and attend County Commission Meeting; Conference with Michael Shuler; Conference with Michael Shuler and Alan Pierce; Return to Tallahassee (1/2 share).	3.70
09 /12/17	DAT	Revise Moratorium Ordinance; Review e-mail from Michael Shuler; Draft e-mail to Michael Shuler.	0.30
TOTAL HOURS:			5.80

FEES:

	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	5.80	\$200.00	\$1,160.00

TOTAL FEES: **\$1,160.00**

FY
3020
LGL SVC SGI overlay
001.20.511.3100
\$ 1,203.68

Honorable Joseph Parrish
October 30, 2017
Page 2

COSTS:

Travel -- Mileage \$43.68
(9/13/17) (1/2 share)

TOTAL COSTS: \$43.68

TOTAL AMOUNT DUE THIS INVOICE: \$1,203.68



433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE : (850) 224-7332
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September 21, 2017

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 13759
Client # 97-879

Re: SGI Overlay

STATEMENT FOR SERVICES RENDERED IN AUGUST 2017

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
08 /01/17	TKA	Travel to Apalachicola; Attend County Commission Meeting; Return to Tallahassee; Draft e-mail to Michael Shuler.	4.30
08 /10/17	DAT	Review e-mail from Michael Shuler; Telephone conference with Michael Shuler.	0.20
08 /23/17	DAT	Review e-mail from Michael Shuler; Telephone conference with Michael Shuler.	0.10
08 /28/17	TKA	Draft e-mail to Michael Shuler.	0.10
08 /30/17	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler.	0.10
TOTAL HOURS:			4.80

FEES:	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	0.40	\$200.00	\$80.00
Terrell K. Arline	4.40	\$200.00	\$880.00
TOTAL FEES:			\$960.00



433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE: (850) 224-7332
TELECOPIER: (850) 224-7662
E-MAIL: dat@theriaquelaw.com

September 6, 2017

Honorable Joseph Parrish
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, FL 32320

Invoice # 13716
Client # 97-879

Re: SGI Overlay

3020 LGL SVC SGI OVERLAY
001.20.511.3100 \$ 640.00

STATEMENT FOR SERVICES RENDERED IN JULY 2017

<u>DATE</u>	<u>INITIALS</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>TIME</u>
07/12/17	DAT	Review Dan Garlick's Narrative; Review e-mail from Michael Shuler.	0.10
	TKA	Review letter from Dan Garlick; Review Application for proposed RV Park; Draft e-mail to Michael Shuler; Telephone conference with Michael Shuler.	0.70
07/13/17	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler.	0.10
	TKA	Draft e-mail to Michael Shuler; Review e-mail from Michael Shuler.	0.10
07/14/17	DAT	Revise Notice of Intent to Consider Adoption of County Ordinance; Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler; Telephone conference with Michael Shuler.	0.40
07/19/17	DAT	Review e-mails from Michael Shuler; Draft e-mails to Michael Shuler.	0.10
07/20/17	DAT	Revise Moratorium Ordinance; Draft e-mails to Michael Shuler; Review e-mails from Michael Shuler.	0.70
07/21/17	DAT	Review e-mail from Michael Shuler; Draft e-mail to Michael Shuler.	0.10
07/27/17	DAT	Review e-mails from Michael Shuler; Draft e-mail to Michael Shuler.	0.10

Honorable Joseph Parrish
September 6, 2017
Page 2

	TKA	Draft e-mail to Michael Shuler.	0.10
07/31/17	DAT	Review e-mail from Michael Shuler.	0.10
	TKA	Review Agenda for Local Planning Agency; Draft e-mail to Michael Shuler; Review e-mail from Michael Shuler; Telephone conference with Michael Shuler.	0.60
	TOTAL HOURS:		3.20

FEES:

	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
David A. Theriaque	1.70	\$200.00	\$340.00
Terrell K. Arline	1.50	\$200.00	\$300.00

TOTAL FEES: **\$640.00**

TOTAL AMOUNT DUE THIS INVOICE: **\$640.00**

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
SEPTEMBER 5, 2017
9:00 AM
MINUTES**

Commissioners Present: Joseph Parrish – Chairman, Noah Lockley-Vice-Chairman, Cheryl Sanders, William Massey, Ricky Jones

Others Present: Michael Moron-County Coordinator, Alan Pierce-Restore Coordinator, Michael Shuler – County Attorney, Lori P. Hines-Deputy Clerk to the Board.

Call to Order

Chairman Parrish called the meeting to Order.

Prayer and Pledge

There was a prayer followed by the Pledge of Allegiance.

Approval of Minutes

On motion by Commissioner Sanders, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the minutes from the meeting held on August 15, 2017.

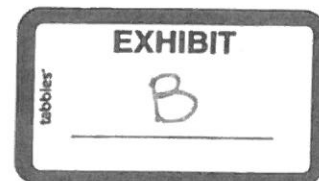
Payment of County Bills

On motion by Commissioner Lockley, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve payment of County Bills.

Department Directors Report

Howard Nabors -Superintendent of Public Works

Mr. Nabors reported they are continuing to cut grass and fix roads. He stated they are at Alligator Point Road once a week. He explained they are short on inmate crews and some areas have grown up and need to be addressed. He said they are also keeping a close eye on the storm. Chairman Parrish stated his understanding is the prison is keeping the inmate crews in because of protests at the prison. Mr. Nabors said normally they get 6-7 inmates on the



property rights and property values and said they will be forthcoming. Mr. Floyd reported he is not in favor of the moratorium. He suggested the Board consider a moratorium for Eastpoint as it is the initial view and people travel there before coming to St. George Island. He closed by saying they have done a lot to try and bring about a harbor and it was approved by the Board of Adjustment and the Planning & Zoning Commission. He reported it was subsequently delayed and then denied by the Board of County Commissioners. He went on to say it would have been a beautiful addition but the only way he had to get value from his property was the proposed RV park. He stated he would like to get the harbor plan back on the table and approved. Ms. Jessica Sparks, owner of Paddy's Raw Bar, said she supports the moratorium and they need control on what goes on the island. Mr. Kevin Jolly, a property owner on St. George Island, reported St. George Island has a great brand and he encouraged the Board to keep it the way it is and said he supports the moratorium. Attorney Theriaque clarified the three areas the Board can consider if the moratorium is adopted. Attorney Shuler explained these areas on the map. Attorney Theriaque reported the County has existing regulations but what communities do with the overlay districts is make the gateway unique to St. George Island and puts in place conditions. He went on to say they will protect what they have and establish the brand with a common theme if they adopt the moratorium and start the process of the overlay. He said this is a pure policy call for the Board and he can defend this matter in circuit court if litigation is brought to challenge it. He pointed out additional architectural regulations do not create an inordinate burden so there will not be a legitimate Bert Harris claim. He said additional architectural regulations also do not take away all use. Attorney Theriaque reported creating the brand usually increases the property values. Attorney Shuler advised the Board if there are no more comments to close the LPA meeting and open the public meeting. He explained at the time the Board will be in a procedural position to receive further public comment and then the Board will discuss the moratorium and make a decision whether to enact the moratorium and decide which geographic area they want the moratorium to cover. He cautioned the Board the moratorium cannot go outside of the radius. Chairman Parrish closed the LPA meeting.

Public Hearing (Board of County Commissioners) – Six Month Moratorium on All Applications for Development on an area generally described as the area between 3rd Street West and 3rd Street East, St. George Island

Chairman Parrish reconvened the meeting of the Board of the County Commissioners. He asked for public comment. Mrs. Estes asked the Board to consider the zoning and not let the property be derelict. There was no additional public comment. Attorney Shuler instructed the Board the two things they have to decide is if they want the moratorium and the location that would be included. He referenced the areas on a map. Commissioner Jones informed the public this is not a small matter to consider and there are a lot of things and people involved. He said there are times of difficult decisions and he must represent all the people and he thinks they would best be served with a moratorium in place for 6 months. **Commissioner Jones made a motion to enact a moratorium from 3rd Street to 3rd Street. He said they do not need to leave part of the business district out of this moratorium.** Attorney Shuler clarified the area will be from 3rd Street to 3rd Street from Apalachicola Bay all the way to the Gulf of Mexico.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of modifications to Section No. IV, general rules and regulations governing electric service, Part VIII billing, residential and non-residential budget billing, by Duke Energy Florida, LLC.

DOCKET NO. 20180123-EI
ORDER NO. PSC-2018-0425-CO-EI
ISSUED: August 24, 2018

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-2018-0372-TRF-EI, issued July 30, 2018, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-2018-0372-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 24th day of August, 2018.



CARLOTTA S. STAUFFER
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

WLT

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for limited proceeding for approval of a smart meter opt-out tariff, by Duke Energy Florida, LLC.

DOCKET NO. 20180088-EI
ORDER NO. PSC-2018-0435-TRF-EI
ISSUED: August 28, 2018

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
JULIE I. BROWN
DONALD J. POLMANN
GARY F. CLARK
ANDREW GILES FAY

ORDER GRANTING DUKE ENERGY FLORIDA, LLC'S
PETITION FOR APPROVAL OF A SMART METER OPT-OUT TARIFF

BY THE COMMISSION:

Background

On April 4, 2018, Duke Energy Florida, LLC (DEF or Utility) filed a petition for a limited proceeding for approval of a smart meter opt-out tariff (opt-out tariff). The tariff, as approved herein, is available to customers who elect to receive a non-communicating meter in lieu of the standard smart meter, or Automated Meter Infrastructure (AMI) smart meter.

On November 11, 2017, we approved DEF's 2017 Second Revised and Restated Settlement Agreement (2017 Settlement), which includes a provision for a 15-year depreciable life for new AMI assets.¹ On October 25, 2017, we held a hearing to consider the 2017 Settlement. At the hearing, DEF witness Portuondo testified that the base rate adjustments contained in the 2017 Settlement include AMI smart meters to be deployed by 2021 and a replacement of DEF's customer information system, or billing system, to maximize the benefits of the AMI smart meters and provide customers with better tools to manage their consumption. At the hearing, witness Portuondo also stated that DEF will file an opt-out tariff, which DEF has done with the instant petition.²

Consistent with the testimony provided during the 2017 Settlement hearing, the Utility states in the instant petition that smart meter deployment for residential and general service

¹ Order No. PSC-2017-0451-AS-EU, issued November 20, 2017, in Docket No. 20170183-EI, In re: Application for limited proceeding to approve 2017 second revised and restated settlement agreement, including certain rate adjustments, by Duke Energy Florida, LLC.

² Document No. 09411-2017, filed on November 3, 2017, in Docket No. 20170183-EI.

(small commercial) customers is set to begin in November 2018. Upon completion of the deployment, expected by December 2021, smart meters will become DEF's standard meter. Associated with the AMI project is meter communication infrastructure needed to enable communication with the meters and DEF's information technology system.

DEF's current meters are Automated Meter Reading (AMR) meters that emit a radio frequency signal. That signal is picked up once a month by a meter reading vehicle driving by the neighborhood. DEF installed the AMR meters in 2005 and 2006 and states that at the time there was no public opposition to the AMR meter deployment. In the last five years, DEF has received a small number of complaints regarding radio frequency transmission, which is similar between the AMR and AMI smart meters. In all complaints so far, the AMR meter was retained as Duke does not have an opt-out tariff. However, DEF stated that some customers specifically requested an opt-out option and a meter that emits no radio frequency signal.

DEF anticipates that some customers will elect to forego the new AMI smart meters and request a non-communicating meter; therefore, DEF filed the instant petition and associated opt-out tariff. The opt-out tariff is applicable to customers that request a non-communicating, i.e., non-standard, meter and includes an initial one-time set-up fee of \$96.34 and a monthly surcharge of \$15.60. The requested charges are based on DEF's incremental costs to provide the opt-out tariff.

We approved a similar opt-out tariff and charges (\$89.00 one-time set-up fee, \$13.00 monthly surcharge) for Florida Power & Light Company (FPL) in 2015.³ Several municipal electric utilities, City of Lakeland and Orlando Utilities Commission, and rural electric cooperatives, Sumter Electric, Talquin Electric, Tri-County Electric, and Peace River, also provide optional opt-out tariffs.

On April 18, 2018, DEF waived the 60-day file and suspend provision per Section 366.06(3), Florida Statutes (F.S.). DEF responded to several Commission staff data requests on May 3, June 4, June 20, and July 17, 2018. On May 23, 2018, DEF provided revised tariff sheets reflecting a minor correction. On July 23, 2018, DEF provided revised tariff sheet No. 6.400 to include language that an opt-out customer who already has a non-communicating meter installed would not be required to pay the \$96.34 one-time set up fee. The legislative version of the revised opt-out tariff sheet No. 6.400 is shown in Attachment A to this Order.⁴ We have jurisdiction pursuant to Sections 366.03, 366.04, 366.05, and 366.06, F.S.

Decision

DEF is offering this opt-out tariff ahead of AMI deployment after reviewing the experiences of other utilities with their customers and smart meters. In its petition, the Utility states that FPL began deploying smart meters in 2010, but received customer complaints regarding smart meters and subsequently filed a petition for an opt-out tariff in August 2013.

³ Order No. PSC-15-0026-FOF-EI, issued on January 7, 2015, in Docket No. 130223-EI, In re: Petition for approval of optional non-standard meter rider, by Florida Power & Light Company.

⁴ DEF's petition included other non-substantive tariff changes that have not been attached to this order.

DEF notes that because it is not required to offer an alternative meter, all costs associated with the non-standard meters will be recovered from the participating customers.

The requested tariff includes two separate fees: a one-time set-up fee of \$96.34 for the non-standard meter installation and a monthly surcharge of \$15.60 for upfront IT costs and monthly meter readings. The set-up fee must be paid at the time the customer takes service under the opt-out tariff, regardless of the length of time the customer is enrolled. Customers can cancel service under the opt-out tariff at any time. These charges will be in addition to all other tarified rates and charges applicable to an opt-out customer.

Customer Participation

DEF anticipates that approximately 0.15 percent of its AMI eligible customers will choose to opt out. The Utility examined FPL's opt-out tariff participation rates as the basis for its own participation predictions. DEF states that FPL originally forecasted that 0.26 percent of its 4.9 million customers would participate when developing an opt-out tariff; however, actual participation for FPL in 2017 was about 0.12 percent, or 5,966 customers. DEF rounded up to predict that 0.15 percent—about 2,700— of its 1.8 million eligible customers will opt-out. The projected number of opt-out customers is used in developing the monthly surcharge.

Set-up Fee

The one-time set-up fee of \$96.34 reflects the labor and vehicle costs to install each non-standard meter. In response to Commission staff's data request, DEF stated that it is not creating any new positions to perform the incremental tasks associated with administering the opt-out tariff. However, DEF further stated that in the absence of the opt-out tariff, the current staffing of these positions may have been reduced.

The set-up fee is applicable to all opt-out tariff participants regardless of duration of service. The breakdown of the set-up fee components is shown in table 1 below.

Table 1
Set-up Fee Cost Components

Task	Time Per Customer	Cost Per Customer	Description
Customer service	3 minutes	\$1.40	Customer Care Specialist to handle calls and enrollment in opt-out tariff, explain tariff details, and set up customer's account as an opt-out customer.
Metering services work order management	5 minutes	\$2.93	Work Force Management Specialist II to create initial work orders for opt-out meter programming, meter exchange, and manual meter routing.
Meter programming and labelling	30 minutes	\$29.09	Field Meter Tech to program the opt-out meter and apply opt-out label to help ensure an opt-out meter is not replaced with an AMI smart meter. This work is performed at a DEF lab.
Meter exchange	45 minutes	\$43.63	Field Meter Tech to travel to customer premises, remove existing meter, replace with opt-out meter, and close work orders.
Meter exchange - vehicle	45 minutes	\$4.61	Vehicle used by Field Meter Tech for meter exchange. The cost is based on DEF's cost to operate the vehicle used by field technicians.
Manual meter reading route analysis	20 minutes	\$14.68	Meter Route Analyst to determine location of opt-out participant and find efficient meter reading route.
Total one-time cost per customer		\$96.34	

Source: Exhibit A to DEF's Petition

DEF explained that the time per customer is based on a conservative average time estimate for the specific tasks to be performed. We find the time estimates to be reasonable. The cost per customer is calculated by multiplying the time to complete the task by the hourly rate of the job performer. DEF provided cost support for its hourly rates which includes the confidential annual salary, payroll tax, benefits, pension, and incentives (bonus payments). We reviewed hourly rate information provided by DEF in its 2009 rate case for customer service and field labor and find the hourly rates included in this docket are reasonable. Furthermore, DEF's salaries are comparable to those approved for FPL's opt-out charges.

In response to Commission staff's data request, DEF clarified that if an opt-out customer already has a non-communicating meter installed at the premises, the customer would not be required to pay the \$96.34 one-time set up fee as DEF would not incur the cost for the non-standard meter installation. This provision was not reflected in the original opt-out tariff filed by DEF; therefore, DEF filed a revised tariff to clearly state when the one-time fee would not be assessed.

Monthly Surcharge

The monthly surcharge to take service under the opt-out tariff is \$15.60, which reflects a combination of upfront IT related and ongoing meter reading related service costs. DEF states that its upfront IT costs are predicted to be \$374,014. This is the estimated cost to update the customer system and change business processes to accommodate the opt-out tariff program. DEF used a 5-year recovery period for its IT costs to derive monthly IT related costs of \$4.58 per customer, which is the same recovery period we approved for FPL's opt-out tariff.

After installation of a non-standard meter, the only ongoing costs to the Utility will be the monthly meter readings, which the Utility estimates to be \$11.02 per customer. These costs reflect the meter reading position rates and the vehicle rates, both for an estimated 20 minutes per meter reading. In response to Commission staff's data request, DEF stated that assuming that opt-out customers are spread across the Utility's service territory, it is estimated to take 20 minutes to travel to the customer premises, get out of the vehicle, read the meter, log the read, and return to the vehicle to continue on the route.

Customer Notice and Deployment

The Utility states that AMI deployment is set to begin November 2018; therefore, DEF is requesting that the opt-out tariff be available the first billing cycle of December 2018. Two weeks prior to a customer receiving a smart meter, DEF shall mail a postcard to the customer informing them of the meter exchange and providing more information on smart meters. The postcard shall include a toll-free number to call for questions regarding smart meters and the option to opt out. Information regarding smart meter deployment and the opt-out tariff shall also be on the Utility's website.

Reporting

Within three months after the AMI smart meter deployment is completed, December 2021, DEF shall report to this Commission on the costs of the program, revenues, and actual participation. We find that three months is a reasonable time to allow DEF to prepare and file a report in this docket, which shall happen no later than March 31, 2022. If AMI smart meter deployment is significantly delayed beyond the Utility's anticipated completion date, the Utility shall notify this Commission with a filing in this docket.

It is noted that FPL is required to file annual smart meter progress reports; however, DEF, in response to Commission staff's data request, stated that it does not believe a formal

process of tracking costs is necessary. However, we find that actual participation rates and costs may vary, and that a comparison of estimated costs presented in this petition and actual costs incurred is important to ensure the opt-out tariff remains cost-based or else be adjusted through a revised tariff filing.

Conclusion

We find that the incremental costs to offer the proposed opt-out tariff shall be recovered from the participating customers. In our order approving FPL's opt-out tariff, we stated that "since significant incremental costs would be incurred in providing [an opt-out tariff], it would be discriminatory to require standard meter customers to subsidize that service."⁵ We find that DEF provided sufficient cost support in its petition and responses to Commission staff's data requests to support its assertion that the proposed tariff is cost-based. Therefore, we hereby approve DEF's proposed opt-out tariff. The effective date shall be on the first billing cycle of December 2018. Within three months after the AMI smart meter deployment is completed, DEF shall file a report within this docket on the costs of the program, revenues, and actual participation.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Duke Energy Florida, LLC's petition for a limited proceeding for approval of a smart meter opt-out tariff is hereby granted, effective the first billing cycle of December 2018. It is further

ORDERED that two weeks prior to a customer receiving a smart meter, DEF shall mail a postcard to the customer informing them of the meter exchange and providing more information on smart meters. It is further

ORDERED that within three months after the Automated Meter Infrastructure smart meter deployment is completed, DEF shall file a report within this docket on the costs of the program, revenues, and actual participation. It is further

ORDERED that if a protest is filed within 21 days of the issuance of this Order, the tariff shall remain in effect with any charges held subject to refund pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

⁵ Id.

By ORDER of the Florida Public Service Commission this 28th day of August, 2018.



CARLOTTA S. STAUFFER
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

KRM

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 18, 2018.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.



SECTION NO. VI
ORIGINAL SHEET NO. 6.400

RATE SCHEDULE NSMR-1
Optional - Non-Standard Meter Rider (AMI Opt-Out)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

This optional Rider is available to customers who request a meter that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually provided that such a meter is available for use by the Company. At the Company's option, meters to be read manually may be either a smart meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer's ("Opt-Out Customer") premise are at the discretion of the Company and are subject to change at the Company's option at any time.

Character of Service:

Electric energy supplied hereunder must meet the Character of Service and usage specifications consistent with service under the Opt-Out Customer's otherwise applicable tariff.

Rate:

Initial Set-Up Fee (one-time service fee)	\$ 96.34
Rate per month	\$ 15.60

All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall also apply.

Limitation of Service:

This Rider is not available to Net Metering customers or customers participating in the *FixedBill* program. This Rider is also not available to customers who have tampered with the electric meter service or used service in a fraudulent or unauthorized manner, at the current or any prior location. Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations Governing Electric Service" on file with the Florida Public Service Commission.

Term of Service:

Not less than one (1) billing period. The Company reserves the right to terminate this Rider at any time upon notice to the Customer for violation of any of the terms or conditions of this Rider.

Special Provisions:

Customers taking service under this Rider relocating to a new premise who wish to continue service under this Rider are required to request new service under this Rider including payment of the Initial Set-Up Fee at the new premise, except in the instance where the previous customer at that premise had an approved non-communicating meter already in place. Customers wishing to take service under this Rider and relocating to a premise where an existing approved non-communicating meter is already in place, will not be required to pay the Initial Set-Up Fee. Customers who cancel service under this Rider and then later re-enroll for this service at any location would be required to submit another Initial Set-Up Fee.

ISSUED BY: Javier J. Portuondo, Managing Director Rates & Regulatory Strategy – FL

EFFECTIVE: _____