

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
MAY 15, 2018
9:00 AM
AGENDA**

*The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. If you would like to comment on any matter, when recognized by the Chairman, state your name, sign the speaker log, and please adhere to the 3-minute time limit. **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**
- 9:10 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
Lisa Lance – Library Director
John Collins (Jason Pucket) – Airport Manager
- 9:30 AM Public Comments (3-minute time limit)**
- 9:45 AM Traci Moses – Superintendent of Schools – Triumph Application & School Resource Officer
Funding Discussion**
- 10:00 AM Amy Ham-Kelly – Board of Adjustment – Report**
- 10:15 AM Amy Ham-Kelly – Planning & Zoning – Report**
- 10:30 AM Public Hearing – Land Use & Rezoning – FSU Real Estate Foundation**
- 10:45 AM Curt Blair – TDC – Report**
- 11:00 AM Sarah Hinds – Department of Health – New Administrator Discussion**
- 11:15 AM Marcia M. Johnson – Clerk of Courts – Report**
- 11:30 AM Whitney Barfield (Alan Pierce) – RESTORE Coordinator – Report**
- 11:45 AM Michael Morón – County Coordinator – Report**
- 12:15 PM T Michael Shuler – County Attorney – Report**
- 12:30 PM Commissioners Comments**
- 12:45 PM Adjourn**

May 15, 2018
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 4/26/2018 - 5/9/2018

District 1

Work Performed:

<u>Date</u>	<u>Road</u>
Cleaned ditches	4/26/2018 Jefferson Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup, Trim Trees	4/26/2018 Twin Lakes Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	4/30/2018 Twin Lakes Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup, Trim Trees	5/1/2018 Live Oak Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup, Trim Trees	5/1/2018 N Bay Shore Drive
Culvert installation	5/2/2018 Creamer Street
Rake Shoulders of Road, Driveway repair	5/2/2018 Creamer Street
Pot hole Repair (Fill)	5/2/2018 Shuler Avenue
Litter Pickup	5/2/2018 Otterslide Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/2/2018 N Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/3/2018 Pine St
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/3/2018 Palm Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/3/2018 N Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/8/2018 Jefferson Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/8/2018 Adams Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/8/2018 N Franklin Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018 South Bay Shore Drive

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Material HAUL From:

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	4/26/2018 Twin Lakes Road	5	0
Debris	TOTAL	5	0
Ditch Dirt	4/26/2018 Jefferson Street	72	0
Ditch Dirt	TOTAL	72	0
Litter	4/26/2018 Twin Lakes Road	2	0
Litter	4/30/2018 Twin Lakes Road	1	0
Litter	5/1/2018 N Bay Shore Drive	2	0
Litter	5/1/2018 Bayshore Drive	0.200000003	0
Litter	5/2/2018 Otterslide Road	1	0
Litter	5/2/2018 N Bay Shore Drive	1	0
Litter	5/3/2018 Pine St	0.200000003	0
Litter	5/3/2018 Palm Street	0.200000003	0
Litter	5/3/2018 N Bay Shore Drive	0.200000003	0
Litter	5/9/2018 South Bay Shore Drive	1	0
Litter	TOTAL	8.800000012	0

District 1**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
50# Bagged Asphalt	5/2/2018	Shuler Avenue	4	0
50# Bagged Asphalt		TOTAL	4	0
Black Dirt	5/2/2018	Creamer Street	18	0
Black Dirt		TOTAL	18	0
Dirty 89 Lime Rock	5/2/2018	Creamer Street	36	0
Dirty 89 Lime Rock		TOTAL	36	0

District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Maryland Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Massachusetts Avenue
Flagged	4/26/2018	CR67
Cleaned ditches	4/26/2018	CR67
Inmate School	4/26/2018	Franklin County Corrections Facility
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Kentucky Ave
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Florida Street
Culvert installation, Dig out ditches, Flagged	4/26/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Alabama Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Massachusetts Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Delaware Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Connecticut Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Colorado Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Carolina Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Kentucky Ave
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	California Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Maryland Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Florida Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Delaware Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Connecticut Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Colorado Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Carolina Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	California 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, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Arizona Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Alabama Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Arizona Street
Cut grass along shoulders of road on county right of way	4/30/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/30/2018	Lake Morality Road
Driveway repair	4/30/2018	CR67
Culvert installation, Cleaned ditches	4/30/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/30/2018	CR67
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	4/30/2018	Lake Morality Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	4/30/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/30/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Apalachee Street
Cleaned ditches	5/1/2018	McIntyre Road
Cleaned ditches	5/1/2018	CR67
Box drag	5/1/2018	McIntyre Road
Box drag	5/1/2018	Jeff Sanders Road
Travel	5/1/2018	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	5/1/2018	CR67
Cut grass along shoulders of road on county right of way	5/1/2018	Jeff Sanders Road
Flagged	5/1/2018	CR67
Box drag	5/1/2018	6th Street E
Beaver Dam - Take Out	5/1/2018	Crooked River Road
Cut grass along shoulders of road on county right of way	5/2/2018	Avenue H N
Cut grass along shoulders of road on county right of way	5/2/2018	Lake Morality Road
Cut grass along shoulders of road on county right of way	5/2/2018	Avenue J NE
Cut grass along shoulders of road on county right of way	5/2/2018	6th Street E
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/3/2018	Heffernan Drive
Ditch Maintenance	5/3/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut Trees down and removed	5/3/2018	Heffernan Drive
Ditch Maintenance	5/3/2018	CR67
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018	Rio Vista Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018	McIntyre Boat Ramp
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018	McIntyre Road
Weed Eat & Cut Grass around signs & Culverts	5/7/2018	McIntyre Road
Cut grass along shoulders of road on county right of way	5/7/2018	McIntyre Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/7/2018	Pinewood Avenue
Pot hole Repair (Fill)	5/7/2018	Rio Vista Drive
Pot hole Repair (Fill)	5/7/2018	CR67
Pot hole Repair (Fill)	5/7/2018	Pine Street

District 2**Work Performed:****Date****Road**

Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018	Pinewood Avenue
Cut grass along shoulders of road on county right of way	5/7/2018	Alligator Drive
Cut grass along shoulders of road on county right of way	5/7/2018	Rio Vista Drive
Weed Eat & Cut Grass around signs & Culverts	5/8/2018	Jeff Sanders Road
Weed Eat & Cut Grass around signs & Culverts	5/8/2018	Jeff Sanders Road
Box drag	5/9/2018	Mariner Circle
Box drag	5/9/2018	Surf Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Alligator Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Harry Morrison
Cut grass along shoulders of road on county right of way	5/9/2018	Tom Roberts Road
Cut grass along shoulders of road on county right of way	5/9/2018	Bayview Drive
Cut grass along shoulders of road on county right of way	5/9/2018	Cypress Street
Cut grass along shoulders of road on county right of way	5/9/2018	Carousel Terrace
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Fiesta Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Carnival Lane
Cut grass along shoulders of road on county right of way	5/9/2018	Harbor Circle
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Cypress Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Mardi Gras Way
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Carousel Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Donax Place
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Bay Front Drive
Cut grass along shoulders of road on county right of way	5/9/2018	Mardi Gras Way
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/9/2018	Sea Shell Avenue
Cut grass along shoulders of road on county right of way	5/9/2018	Clemens Street
Cut grass along shoulders of road on county right of way	5/9/2018	Carnival Lane
Cut grass along shoulders of road on county right of way	5/9/2018	Fiesta Drive
Cut grass along shoulders of road on county right of way	5/9/2018	Alligator Drive
Box drag	5/9/2018	Alligator Drive
Cut grass along shoulders of road on county right of way	5/9/2018	George Vause Road
Cut grass along shoulders of road on county right of way	5/9/2018	Peninsula Street
Box drag	5/9/2018	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	5/9/2018	Angus Morrison
Cut grass along shoulders of road on county right of way	5/9/2018	Donax Place
Box drag	5/9/2018	Harbor Circle
Cut grass along shoulders of road on county right of way	5/9/2018	Sea Shell Avenue
Cut grass along shoulders of road on county right of way	5/9/2018	Harry Morrison
Box drag	5/9/2018	Lakeview Drive
Box drag	5/9/2018	Alan Lane
Cut grass along shoulders of road on county right of way	5/9/2018	Alligator Drive

0**Material HAUL From:****Date****Road****Cubic Yards Tons**

District 2**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	4/30/2018	CR67	18	0

Ditch Dirt	TOTAL	18	0
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Litter	5/1/2018	Apalachee Street	0.200000003	0
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Litter	TOTAL	0.200000003	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
50# Bagged Asphalt	5/7/2018	Pine Street	1	0
50# Bagged Asphalt	5/7/2018	Rio Vista Drive	1	0
50# Bagged Asphalt	5/7/2018	CR67	1	0

50# Bagged Asphalt	TOTAL	3	0
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Black Dirt	4/30/2018	CR67	18	0
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Black Dirt	4/30/2018	CR67	18	0
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Black Dirt	4/30/2018	CR67	18	0
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Black Dirt	TOTAL	54	0
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Dirty 89 Lime Rock	4/30/2018	CR67	18	0
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Dirty 89 Lime Rock	TOTAL	18	0
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Sand	4/30/2018	CR67	18	0
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Sand	TOTAL	18	0
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District 3**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/30/2018	Earl King Street		
Driveway repair	5/2/2018	24th Avenue		

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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	5/2/2018	Avenue L	54	0

Black Dirt	TOTAL	54	0
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Dirty 89 Lime Rock	5/2/2018	24th Avenue	4.5	0
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Dirty 89 Lime Rock	TOTAL	4.5	0
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District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cleaned out culverts	4/26/2018	Peachtree Road		
Cut grass along shoulders of road on county right of way	4/26/2018	Magnolia Lane		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	American Legion (Apalachee Street)		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/26/2018	Bluff Road		
Cleaned out culverts	4/26/2018	Linden Road		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/30/2018	Pine Log Road		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/30/2018	Bluff Road		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/30/2018	Bluff Road		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Pine Log Road		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Bluff Road		

District 4

Work Performed:

<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018 Paradise Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018 Pine Log Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018 Paradise Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018 Thomas Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018 Bluff Road
Cleaned ditches	5/1/2018 Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018 Marks Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018 Chapman Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018 Alan Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018 Bayshore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/2/2018 Paradise Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018 Carrabelle Beach Dr
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018 Brownsville Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/2/2018 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018 Gibson Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/2/2018 Paradise Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/2/2018 Linden Road
Cleaned ditches	5/2/2018 Peachtree Road
Cleaned ditches	5/2/2018 Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/3/2018 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/3/2018 Peachtree Road
Cleaned ditches	5/3/2018 Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/3/2018 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/3/2018 Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/7/2018 Connector Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/7/2018 Highland Park Road
Litter Pickup	5/7/2018 Pal Rivers Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/7/2018 Cypress Street
Cleaned ditches	5/7/2018 Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018 Connector Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018 Cypress Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018 Rosemont Street

District 4

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018	Highland Park Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/7/2018	Rosemont Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/7/2018	Pal Rivers Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/8/2018	Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/8/2018	Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/8/2018	Peachtree Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/8/2018	Hathcock Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/9/2018	Abercrombie Lane
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/9/2018	Linden Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/9/2018	Johnson Lane

0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	4/26/2018	Linden Road	7	0
Debris	TOTAL		7	0
Ditch Dirt	5/1/2018	Peachtree Road	36	0
Ditch Dirt	5/1/2018	Peachtree Road	36	0
Ditch Dirt	5/2/2018	Hathcock Road	36	0
Ditch Dirt	5/2/2018	Peachtree Road	72	0
Ditch Dirt	5/3/2018	Hathcock Road	126	0
Ditch Dirt	5/7/2018	Hathcock Road	54	0
Ditch Dirt	TOTAL		360	0
Litter	4/26/2018	American Legion (Apalachee Street)	1	0
Litter	5/1/2018	Thomas Drive	0.200000003	0
Litter	5/1/2018	Alan Drive	0.200000003	0
Litter	5/1/2018	Marks Street	0.200000003	0
Litter	5/1/2018	Chapman Road	0.200000003	0
Litter	5/2/2018	Brownsville Road	0.200000003	0
Litter	5/2/2018	Gibson Road	0.200000003	0
Litter	5/3/2018	Peachtree Road	0.200000003	0
Litter	5/3/2018	Squire Road	0.200000003	0
Litter	5/7/2018	Pal Rivers Road	0.100000001	0
Litter	5/7/2018	Highland Park Road	0.100000001	0
Litter	5/7/2018	Rosemont Street	0.100000001	0
Litter	5/7/2018	Cypress Street	0.100000001	0
Litter	5/7/2018	Pinewood Street	0.100000001	0
Litter	5/7/2018	Connector Road	0.100000001	0
Litter	5/9/2018	Johnson Lane	0.100000001	0
Litter	5/9/2018	Linden Road	0.100000001	0
Litter	5/9/2018	Hathcock Road	0.100000001	0
Litter	TOTAL		3.500000037	0

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, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/26/2018	Waddell Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	4/30/2018	Lighthouse Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/30/2018	Waddell Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/30/2018	Lighthouse Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Frank McKamey Way
Box drag	5/1/2018	9th Street E
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Lighthouse Road
Box drag	5/1/2018	7th Street E
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Frank McKamey Way
Box drag	5/1/2018	Avenue D NE
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Messer Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Jonna Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Beacon Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Lagoon Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Lighthouse Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/1/2018	Tourist Development Center
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Pinnacle Street
Box drag	5/1/2018	5th Street E
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Beacon Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Sharol Court
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Jonna Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Messer Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/1/2018	Lagoon Street
Cut grass along shoulders of road on county right of way	5/2/2018	5th Street E
Pot hole Repair (Fill)	5/2/2018	Bear Creek Rd
Culvert installation	5/2/2018	Gulf View Road
Cut grass along shoulders of road on county right of way	5/2/2018	1st Street E
Cut grass along shoulders of road on county right of way	5/2/2018	2nd Street E
Driveway repair	5/2/2018	Ridge Road
Cut grass along shoulders of road on county right of way	5/2/2018	7th Street E
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018	Quail Run Drive
Pot hole Repair (Fill)	5/2/2018	State Street
Cut grass along shoulders of road on county right of way	5/2/2018	I Avenue NE
Rake Shoulders of Road, Driveway repair	5/2/2018	Gulf View Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018	Herndon 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, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018	Woodill Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/2/2018	Cape Street
Cut grass along shoulders of road on county right of way	5/3/2018	Airport Road
Dig out ditches	5/3/2018	7th Street W
Dig out ditches	5/3/2018	6th Street W
Box drag	5/7/2018	Shooting Range (By Sheriff's Office)
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/8/2018	6th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/8/2018	8th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/8/2018	7th Street
Graded Road(s)	5/8/2018	Mill Road
Graded Road(s)	5/9/2018	New River Road
		0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	4/26/2018	Waddell Road	1	0
Litter	TOTAL		1	0

Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
50# Bagged Asphalt	5/2/2018	Bear Creek Rd	4	0
50# Bagged Asphalt	5/2/2018	State Street	4	0
50# Bagged Asphalt	TOTAL		8	0
Black Dirt	5/2/2018	Gulf View Road	18	0
Black Dirt	5/9/2018	New River Road	18	0
Black Dirt	5/9/2018	New River Road	18	0
Black Dirt	TOTAL		54	0
Dirty 89 Lime Rock	5/2/2018	Gulf View Road	36	0
Dirty 89 Lime Rock	5/2/2018	Ridge Road	9	0
Dirty 89 Lime Rock	5/8/2018	Mill Road	72	0
Dirty 89 Lime Rock	5/8/2018	Mill Road	18	0
Dirty 89 Lime Rock	5/9/2018	New River Road	54	0
Dirty 89 Lime Rock	5/9/2018	New River Road	54	0
Dirty 89 Lime Rock	TOTAL		243	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

FOR: The Franklin County Board of County Commissioners

DATE May 15, 2018

TIME: 9:00 A.M.

SUBJECT(S):

Right-of-Way Debris Pickup/Recycle Material Hauled April 25th – May 9th
FOR BOARD INFORMATION:

April 25th – May 9th

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
67.45 TONS	28.22 TONS	10.90 TONS	23.55 TONS	36.29 TONS	42.81 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	2.50 TONS	1.70 TONS	2.15 TONS	1.09 TONS	-0- TONS	-0- TONS	-0- TONS
Plastic, Paper, Glass, Aluminum	3.46 TONS	.53 TONS	3.76 TONS	2.77 TONS	-0- TONS	-0- TONS	.74 TONS

REQUESTED ACTION: None



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

FOR: The Franklin County Board of County Commissioners

DATE May 15, 2018

TIME: 9:00 A.M.

SUBJECT(S):

PARKS & RECREATION VACANT POSITION:

FOR BOARD APPROVAL: Due to the recent resignation from Heath Grant in the Parks & Recreation Department we have a vacant Permanent Part Time position that needs to be filled. I'm requesting Board approval to hire from our current applicants from our recent interviews. **REQUESTED ACTION: Approval to hire an employee from within our current applicants.**



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

Report to Board of County Commissioners

Date: May 15, 2018

Action Items:

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. 05/11/18 EOC Staff participated in the Active Shooter Exercise at the Franklin County Courthouse.
5. 05/13/18-05/18/18 EOC Staff is attending the Governor's Hurricane Conference/Training in West Palm Beach.
6. 05/22/18 Staff will be attending the RDSTF Meeting in Tallahassee.
7. 05/24/18 Staff will be attending the BBHCC Meeting in Tallahassee.

Pamela Brownell

Pamela Brownell
Director

County Extension Activities May 2, 2018 – May 15, 2018

General Extension Activities:

- Extension Director and staff participated in the “Active Shooter” training event at the Apalachicola courthouse on May 11.
- Extension faculty and staff assisted citizens with information and guidance on issues related to nuisance weeds, turf grass liming needs, and setting up a demonstration beehive.

Sea Grant Extension:

- Extension Director attended a national Extension meeting for the Association of Natural Resource Extension Professionals. A poster was presented and two awards were received for recent Extension work. These included a 3rd place award for promotional materials created for the sea turtle lighting project and a 1st place award for a short publication related to oysters in Apalachicola Bay.
- Participated in weekly conference call to coordinate Sea turtle lighting project work and submitted documentation for a project amendment that will extend the multi-county Dark Skies project until December 2018 (currently scheduled to end in Sept.).
- Extension Director participated in hosting Apalachicola Bay oyster research update meeting on May 10 at the Apalachicola Community Center. Focused on 5-year NFWF research project of studying different densities of shelling material on bay bottom.

4-H Youth Development:

- Three youth from Franklin County spoke at the District Tropicana Speech competition in Liberty County on May 5. All received Honorable Mention ribbons and certificates.
- Registration for 4-H summer camp is currently happening. Response has been great and we are currently maintaining a waiting list, as the allotted spots for Franklin County campers are full at 30 youth.
- Donations for camp scholarships are being accepted to offset our youth’s camp registration costs. Contact the Extension office to make donations at 653-9337.

Family Consumer Sciences:

- Family Nutrition Program (FNP) Assistant teaching scheduled classroom programs in local schools.
- Planning is underway for next year’s FNP program budget and teaching responsibilities.
- FNP Program Assistant hosted District FNP planning meeting in Apalachicola on May 9.

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

- FCPL participated in the Carrabelle Public Safety Extravaganza, Carrabelle Airport, Sat. May 12, from 10:00 – 2:00, Bring Me a Book Franklin partnered with us
- FCPL, April 28, The Mobile Mammogram Bus broke down the day before in GA and was not available, 5 agencies still set up and provided vouchers for women who had transportation to other locations
- Computer Classes – Carrabelle Branch April 23 - May 11, two classes weekly. Classes offered: Windows 10 – Intro, Organization/Back-up, Excel – Intro / Formulas, Facebook, Book-a-Geek: One-on-One Tech Instruction, Classes will be offered at both locations in the fall
- Adult Gardening Programs: May Topic: Home Lawns: Keep it Growing and the Neighbors Green with Envy, **Eastpoint, May 15 at 1:30**. June topic: Summer Vegetable Production: Success Under the Sun, June 12 at 1:30, Carrabelle and June 19 at 1:30, Eastpoint
- The Basics of Better Living Program: May Topic: Slow Cooking Basics, **May 18 at 1:30, Eastpoint**. June Topic: Emergency Supply Kits (tips on preparation of kits), June 1 at 1:30, Carrabelle, June 15 at 1:30, Eastpoint (Programs are 1st Friday each month at 1:30 and Carrabelle, 3rd Friday each month at 1:30 in Eastpoint), July Topic: Strategies for Avoiding Scams and Fraud
- Friday Movie Night in Carrabelle, May 18 at 6:00 pm, Movie Title – Hidden Figures, PG. Movie night will return in August after summer reading programs
- **MSL 2018 Recital, May 24 at 5:00 pm, Eastpoint Library**
- Franklin County Public Libraries will be closed Monday, May 28 for Memorial Day
- Eastpoint – Reader board sign installed at the entrance, great resource for community announcements
- Carrabelle Branch – security camera installation outside
- Teen Book Club, Eastpoint – 1st Wednesday's of each month, next meet June 6
- Summer Reading Program: June 13 – July 20. Still accepting contributions for reading challenge awards. Contact the Library Director for more information. The calendar and individual events are listed on the library website and Facebook, calendars are available at the library. There will be no STEAM, Makerspace, or Storytime programs the last week of May (Memorial week) or during June and July

Theme: Libraries Rock (June calendar of events)

- **Wednesday's starting June 13** at Eastpoint, Children's Program, Rockers & Readers, will be at 11:00 am (ages K-6)
- **Friday's starting June 15 at Carrabelle**, Children's Program, Rockers & Readers, will be at 11:00 am (ages K-6)
- Adult program: Author Meet & Greet, Marisella Veiga, will share her memoir and a Cuban Food History Demo, Eastpoint, Wednesday June 13 at 1:00, Carrabelle, Friday June 15 at 1:00
- June 14: Tampa Taiko Drumming, Eastpoint 2:00, Carrabelle 4:00
- June 21: Magician Michael Crosniak, Eastpoint 2:00, Carrabelle 4:00
- Adult program: Herbalist & Healthy Lifestyle Advocate, Denise Williams, will share information and demonstrate how to prepare natural poultices, Eastpoint, Wednesday June 27 at 1:00, Carrabelle, Friday June 29 at 1:00
- June 28: Puppeteer Will Keating, *Wizzle's New Beat*, Eastpoint 1:00, Carrabelle 4:00
- Library website has been updated, is it more user friendly and is easier to view

General Monthly Calendar of Events:

- Eastpoint and Carrabelle: Monthly Book Chats, Book Socials, Yoga (4 sessions, Mon-Wed, Fri. in Carrabelle), Yoga (Tuesday's, 1st & 3rd Friday's – Eastpoint)



Talking Points

Amendment 2 protects Florida by preserving an annual cap on non-homestead property tax increases. It limits the tax burden on residents and families, protects renters from rent increases brought on by higher taxes, and ensures Florida remains an affordable place to live, work, and do business. Most importantly, Amendment 2 is not a tax cut, so it will not impact funding for local services such as schools or emergency services. This cap was approved overwhelmingly by Florida voters 10 years ago and its renewal is on the ballot again with strong bipartisan support. ***But it will expire unless we vote “YES” on Amendment 2.***



- Good for everyone: renters, consumers, seniors, veterans, fixed incomes, and our communities
- Amendment 2 balances Florida’s need to protect our communities, citizens, and historic quality of life, while maintaining and promoting economic opportunity.
- Homeowners who have a homestead exemption will not see their assessments affected by this amendment
- Protects renters from even bigger rent increases because their landlord’s property assessments are currently capped and that keeps their property taxes down. (This applies to those renting homes and businesses!)
- Officially endorsed by Florida Realtors®
- Explain what the amendment does in simple terms
 - Just keeps in place a cap that’s already in effect
 - Not a tax cut so localities won’t lose funding from it
 - Protects certain non-homestead property owners from dramatic tax increases



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

May 2, 2018

VIA UNITED STATES
and ELECTRONIC MAIL
(scasey@flssheriffs.org)

Mr. Steve Casey
Executive Director
Florida Sheriffs Association
2617 Mahan Drive
P.O. Box 12519
Tallahassee 32317-2519

Re: School Safety Act Funding of School Resource Officers

Dear Director Casey:

You requested a legal opinion on the issue of whether the individual school districts are obligated to fund the mandated school safety services under the “Marjory Stoneman Douglas High School Safety Act” (“Act”), Chapter 2018-3, Laws of Fla, including any shortfall that may arise if the state-allocated funds are insufficient to fund the school resource officers (“SRO”). It is my opinion based on the plain wording of the Act as well as principles of statutory construction that school districts are required to fund any shortfall.

Initially, it should be noted that the Act requires the school districts to, among other things, assign a school safety officer to each school, which may include a SRO, a school guardian, or a school safety officer employed by the school district. Ch. 2018-3, §26. Section 26 amends Section 1006.12, F.S., to require the school districts to provide any combination of safety officer, guardian or SRO assigned to each school. Specifically, section 1006.12 now provides:

“Safe School officers at each public school – For the protection and safety of school personnel, property, students, and visitors, each school district school board and school superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district....”

To this end, the Act provides a threshold level of annual funding through the General Appropriations Act allocated specifically to school districts exclusively for the “hiring or contracting

for school resource officers” *Id.* at §42.¹

However, it is readily apparent that the \$97,500,000 appropriated is insufficient to fully fund the assignment of SROs to each school, particularly if no school guardian or school safety officer is utilized. The specific issue is whether school districts are required to fund the SROs as required by the Act. For the reasons set forth below, it is apparent that the Act requires school districts to fund any General Appropriations shortfall either through reallocating funds under their respective budgets or, accessing their reserved funds, or raising their millage rates.

Initially, it is important to note that the Act amends Section 1011.62(15) authorizing district school boards to use certain categorical appropriations for school safety. A plain reading of the Act places the responsibility for funding SROs upon the school district:

(15) Safe Schools Allocation -- A safe schools allocation is created to provide funding to assist school districts in their compliance with s. 1006.07, with priority given to implementing the district’s school resource officer program pursuant to s. 1006.12. *Each school district shall receive a minimum safe schools allocation in an amount provided in the General Appropriations Act.* Of the remaining balance of the safe schools allocation, two thirds shall be allocated to school districts based on the most recent official Florida Crime Index provided by the Department of Law Enforcement and one third shall be allocated based on each school district’s proportionate share of the state’s total unweighted full-time equivalent student enrollment. Any additional funds appropriated to this allocation in the 2018-2019 fiscal year to the school resource officer program established pursuant to s. 1006.12 shall be used exclusively for employing or contracting for school resource officers, which shall be in addition to the number of officers employed or contracted for in the 2017-2018 fiscal year.

(Emphasis added).

Accordingly, it is the school district that receives the minimum safe schools allocation from the state to fund school resource officers. Since its passage, some school districts have indicated that they will provide their state allocations directly to their sheriffs’ offices to hire and manage the SROs. While the Act does not expressly prohibit this practice, this manner of implementation does not then legally substitute the sheriffs or their county boards as the funding entity for any budgetary shortfall. The Act does not authorize any school district to relinquish its funding responsibilities by merely transferring the funds to a sheriff.

¹ Sections 40 and 42 of the Act provide that the State’s funding for the guardian program and SROs is being provided to the individual school districts and not the sheriffs. Importantly, Section 42 provides that “[E]ach school district *must use these funds exclusively for hiring and contracting for school resource officers* pursuant to s. 1006.12, Florida Statutes.” (Emphasis added). Therefore, school districts are not permitted to use these funds for any other district purpose.

This conclusion is further buttressed by section 1011.62(6) entitled Categorical Funds, which places the burden of funding directly on the school districts. Section 1011.62(6)(b) Categorical Funds, states:

If a district school board finds and declares in a resolution adopted at a regular meeting of the school board that the funds received for any of the following categorical appropriations are urgently needed to maintain school board specified academic classroom instruction or *improve school safety the school board may consider and approve an amendment to the school district operating budget transferring the identified amounts of the categorical funds to the appropriate account for expenditure.*

(Emphasis added).

Thus, the Act authorizes school districts to adjust their budgets if they determine that additional funds are needed for school safety, which would necessarily include SROs. By implication, the Legislature has given school districts the authority to make up the difference in any shortfall for funding SROs to ensure that a school safety officer is assigned to each school. Additionally, school districts are empowered to raise their millage rates to meet increased budget demands.²

The doctrine of *in pari materia* requires that “statutes relating to the same subject or object be construed together to harmonize the statutes and to give effect to the Legislature’s intent.” *Fla. Dep’t of State v. Martin*, 916 So. 2d 763, 768 (Fla. 2005). In reading the above provisions of the Act together, the obvious intent of the Legislature to place the funding responsibility upon school districts can be readily discerned.

Likewise, the principle of statutory construction *expressio unius est exclusio alterius*, (which means “the mention of one thing implies the exclusion of another”) would suggest that the Legislature intended that the district boards fund SROs since Sheriffs are omitted from the Act’s funding provisions related to SROs. *See Moonlit Waters Apartments, Inc. v. Cauley*, 666 So. 2d 898, 900 (Fla. 1996). The funding requirements as set forth in section 1011.62, which are amended under the Act, make no reference to Sheriffs or county boards as having any responsibility to appropriate funds for school safety services, including the hiring and compensation of SROs. Rather, these provisions address only school districts and their obligations. Because of the Legislature’s consistent reference to school districts and its omission of sheriffs and county boards in these processes, school districts are obligated to fund their respective school safety services, including appropriating additional funds for any budgetary shortfall.

In conclusion, the Act requires the school districts, rather than sheriffs or the county commissions, to fund the SROs contemplated under the Act. To the extent that the Legislature’s

² Art. VII § 9(a), Fla. Const.; §§1011.71, 1011.73, Fla. Stat.

May 2, 2018
Page 4

appropriations fall short of fully funding these officers, then the responsibility nonetheless remains with the school districts to address the shortfall.

Sincerely,

A handwritten signature in dark ink, appearing to read 'WE', followed by a long, horizontal, wavy line that extends to the right.

Wayne Evans
General Counsel, FSA

cc: Sheriff Michael Adkinson
Sheriff Tom Knight
Sheriff Robert Gualtieri

County	Method of Funding
Indian River	SRO is included in the Sheriff's budget. The School provides 50% of the cost of these positions as a reimbursement to the County
Polk	Through the Sheriff's budget, the County's net contribution for SRO is 20% of the total cost for schools in the unincorporated areas.
Gilchrist	County provides 65% of the funding via Sheriff's budget.
Hardee	Sheriff's budget covers 60% and school board covers the other 40% in the unincorporated area.
Alachua	Alachua County, in partnership with the Alachua County School Board, funds the SRO program. Recently, in addition to the Sheriff's Office the School Board has started to contract with our smaller municipalities' police dept. because their hourly rate is less than the Sheriff's Office.
Charlotte	School Board funds 35% of the cost with the rest coming from the Sheriff's budget.
Leon	Funding is split 50/50 between the Sheriff's budget and School Board.
Martin	Sheriff's budget covers SROs
Sumter	The School Board/Charter School pays 50% of the average deputy pay and benefits per deputy assigned and the other 50% is loaded in the Sheriff's budget. The Schools are invoiced monthly and is a revenue in the BOCC budget.
St. Lucie	BOCC provides funding for SRO through the Sheriff's budget. According to the Sheriff's Office staff, the total cost of the program is approximately \$3.5 million, the School Board pays \$400,000 and the BOCC funds the rest.
Wakulla	About 50/50 between Sheriff's Office and School Board. The School had 4 SROs in the past but they will have 10 SROs.
Gulf	The School Board gets an allocation of about \$115,000. The school pays about \$15,000 and Sheriff's office pays about \$20,000 to cover the difference.
Liberty	

NOTICE OF LAND USE CHANGE

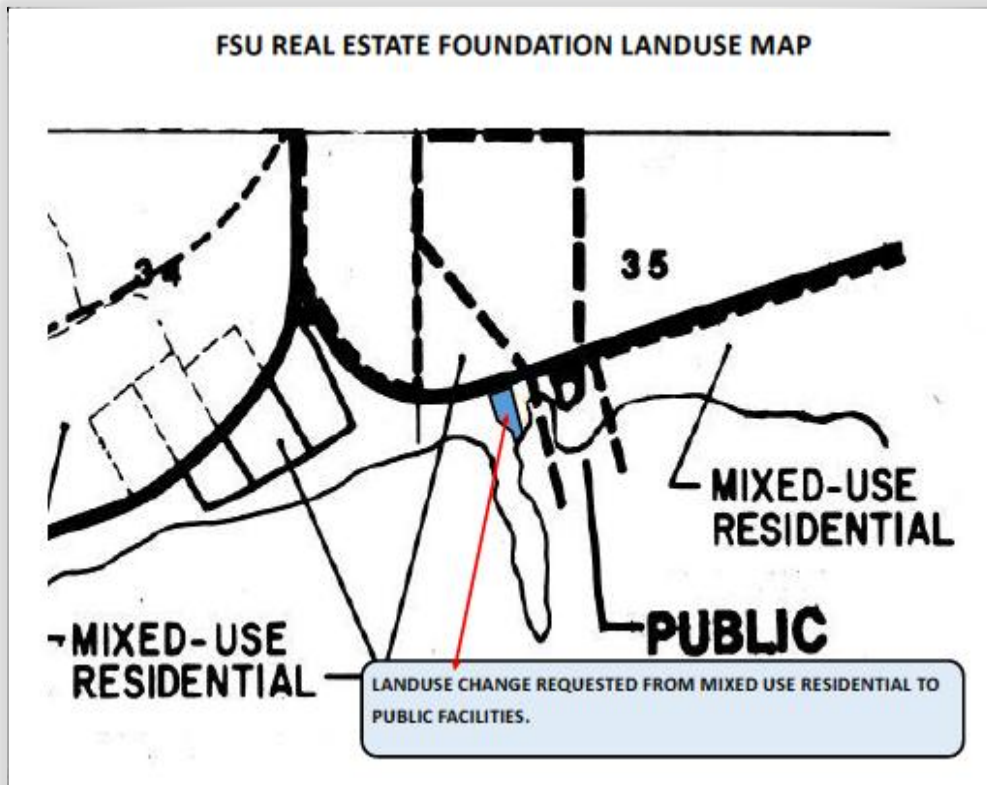
The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance changing the Land Use on the following parcel of land in Franklin County:

A 3.99+/- acre parcel lying in Section 35, Township 6 South, Range 3 West, St. Teresa, Franklin County, Florida, as shown on the attached map, be changed from Mixed Use Residential to Public Facilities.

A public hearing on the proposed change to the Land Use Map series will be held on Tuesday, May 15, 2018 at 10:30 a.m., in Courthouse Annex Board Room, 34 Forbes Street, 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. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

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 public 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, May 3, 2018
Thursday, May 10, 2018



AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED LAND USE OF A 3.99+/- ACRE PARCEL LYING IN SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, TRACT D, SUMMERCAMP, PHASE 1A AND B, ST. TERESA, FRANKLIN COUNTY, FLORIDA FROM MIXED USE RESIDENTIAL TO PUBLIC FACILITIES.

**ORDINANCE 2018- ____
FRANKLIN COUNTY, FLORIDA**

WHEREAS, the Board of County Commissioners of Franklin County, Florida has received a recommendation from the Franklin County Planning and Zoning Commission for changing the land use of private real property, and

WHEREAS, the Board of County Commissioners of Franklin County has conducted a public hearing with due public notice, and

NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that:

The permitted land use of a 3.99+/- acre parcel lying in Section 35, Township 6 South, Range 3 West, Tract D, Summercamp West, Phase 1A and B, St. Teresa, Franklin County as shown on the attached Zoning Map labeled Exhibit A, is changed from Mixed Use Residential to Public Facilities.

This Ordinance adopted this _____ day of _____, 2018, in a regular meeting of the Franklin County Board of County Commissioners after notice was duly given, and pursuant to Chapter 163, Florida Statutes.

**THE FRANKLIN COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____
Joseph A. Parrish, Chairman

ATTEST:

Marcia M. Johnson, Clerk of Court

NOTICE OF ZONING CHANGE

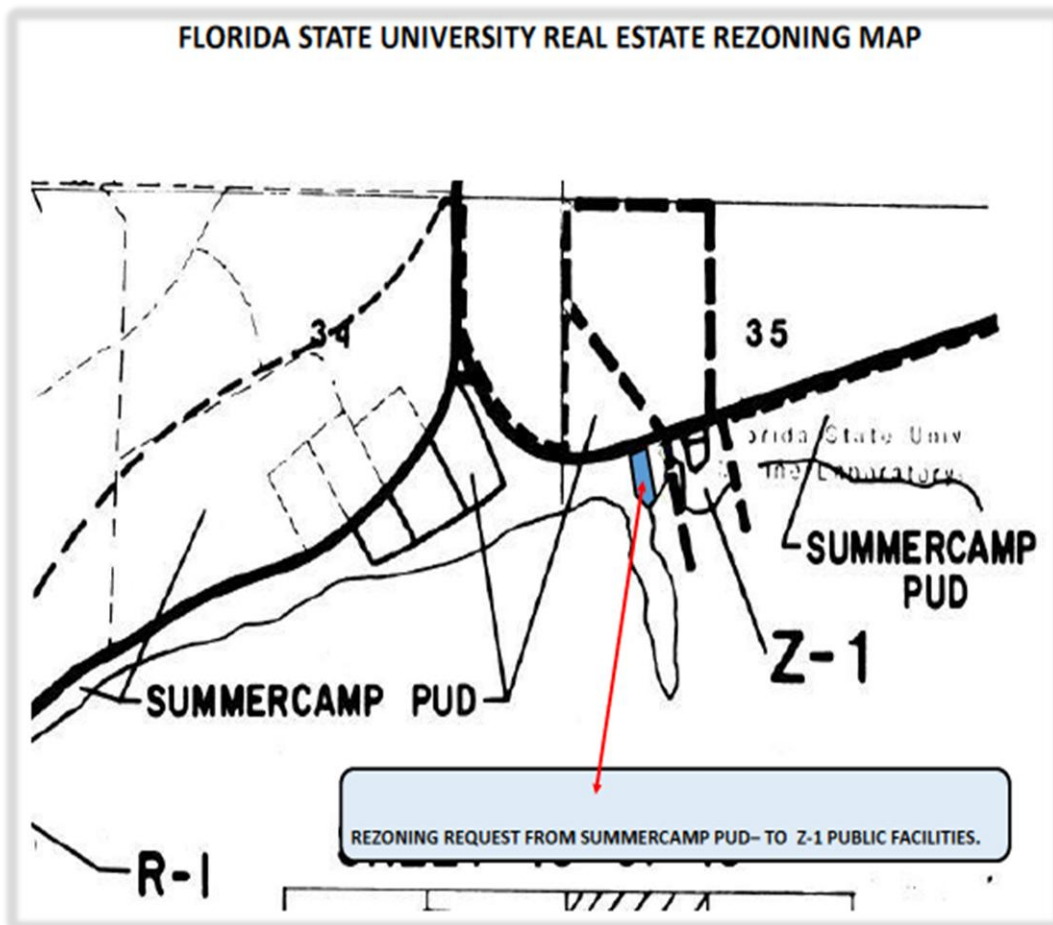
The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance changing the Zoning on the following parcel of land in Franklin County:

A 3.99+/- acre parcel lying in Section 35, Township 6 South, Range 3 West, St. Teresa, Franklin County, Florida, as shown on the attached map, be changed from Summercamp PUD to Z-1 Public Facilities.

A public hearing on the proposed change to the Zoning Map series will be held on Tuesday, May 15, 2018 at 10:30 a.m., in Courthouse Annex Board Room, 34 Forbes Street, 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. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

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 public 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, May 3, 2018
Thursday, May 10, 2018



**AN ORDINANCE RE-ZONING A 3.99 +/- ACRE PARCEL IN SECTION 35,
TOWNSHIP 6 SOUTH, RANGE 3 WEST, TRACT D, SUMMERCAMP WEST,
PHASE 1A AND B, ST. TERESA, FRANKLIN COUNTY, FLORIDA FROM
SUMMERCAMP PUD TO Z-1 PUBLIC FACILITIES.**

**ORDINANCE 2018- ____
FRANKLIN COUNTY, FLORIDA**

WHEREAS, the Board of County Commissioners of Franklin County, Florida has received a recommendation from the Franklin County Planning and Zoning Commission for changing the zoning of private real property, and

WHEREAS, the Board of County Commissioners of Franklin County has conducted a public hearing with due public notice, and

**NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF
COUNTY COMMISSIONERS that:**

The permitted zoning of a 3.99+/- acre parcel lying in Section 35, Township 6 South, Range 3 West, Tract D, Summercamp West, Phase 1A and B, St. Teresa, Franklin County as shown on the attached Zoning Map labeled Exhibit A, is changed from Summercamp PUD to Z-1 Public Facilities.

This Ordinance adopted this _____ day of _____, 2018, in a regular meeting of the Franklin County Board of County Commissioners after giving notice of intent to adopt it as a rezoning of less than 5% of the County. This ordinance shall take effect when notice of receipt of a certified copy of same is returned from the Florida Secretary of State.

THE FRANKLIN COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Joseph A. Parrish, Chairman

ATTEST:

Marcia M. Johnson, Clerk of Court



BOCC Report May 15, 2018

Numbers : (Attached)

- Collections – Numbers included on this report are through February 2018. Despite minor changes from month to month, we are essentially running even with collections as compared to last year.

Hospitality Training:

This morning we are running our annual Hospitality Training Class at the Eastpoint Fire Station. This year we have a full class of 20 signed up for the program.

Scholarship:

Our Board is happy to report that the TDC will be awarding two \$500 scholarships to students at the Franklin County High School. Recipients include Ethan Jared Moses and Shazmine Windham.

Airports:

If you travel through either the Panama City or Tallahassee airports you will notice that we have changed the digital signs we have in the baggage areas. This update reflects our new web site and modifications to our brand. We think you will like them.

Vendor Request for Qualifications: (Attached)

Attached you will find the finished Request for Proposals prepared by the County Attorney and reviewed by the TDC. The TDC Board recommends that in addition to advertising these Requests locally, you also provide them to the Florida Association of Counties and the Apalachee Regional Planning Council for inclusion in their distribution mechanisms.

In all there are five (5) RFQs that include: Administrative Services; Web and Internet Services; Print Media Services; Local Television Air Time and Video Production; and Local Radio Advertising.

Finally, you will find attached a timeline that, if you approve these for advertising today, should result in a group of recommended proposals for you to consider at your August 7, Commission meeting.

The process that is envisioned in these documents includes advertising the openings for three weeks; submission of proposals by June 29; review and ranking of proposals by the TDC Board and submission of the top three (3) ranked contenders in each category to you at your

August 7 meeting. The procedures in these RFQs include strict provisions against lobbying and contact with you and TDC Board members by applicants.

.

Meetings:

The next TDC Board meeting will be held on Wednesday June 13, 2018 at 2:00 P.M. at the Eastpoint Visitor Center.

The TDC will schedule a special Board meeting to review proposals submitted in response to the Vendor RFQs on Wednesday July 18, 2018 at 2:00 P.M. at the Eastpoint Visitor Center.

A special Board meeting will also be scheduled (if necessary) for Wednesday July 25, 2018 at 2:00 P.M. at the Eastpoint Visitor Center in the event that more time is needed for reviewing RFQ responses.

**FCTDC COLLECTIONS REPORT
FRANKLIN COUNTY, FLORIDA**

[illegible]

Franklin County TDC
Vendor RFQ - Timeline

- May 5: TDC Board Receives Vendor RFQs
- May 9: TDC Board Meeting: Review and Recommend RFQs to BOCC
- May 15: BOCC receives RFQs recommendation
Resolves question about the number of applicant names
To be received from TDC Board
Approves advertising for Qualifications
- May 24: First advertisement for Vendor RFQs
- May 31: Second advertisement for Vendor RFQs
- June 7: Third advertisement for Vendor RFQs
- June 29: Deadline for submission of Vendor proposals
- July 3: BOCC Opens RFQ responses and refers to TDC for review
- July 18: TDC Selection Committee Meets for Interviews and Ranking
- July 25: TDC Selection Committee Meets for Interviews and Ranking
If Necessary
- August 7: BOCC receives recommendations from TDC Board
Approves selections for contract negotiation
- Sept. 4: BOCC reviews and approves contracts
- Oct. 1: TDC Vendor Contracts begin.

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR QUALIFICATIONS
LOCAL RADIO AND ON-LINE ADVERTISING FOR FRANKLIN COUNTY**

Prepared by: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
Dated: May 10, 2018

**REQUEST FOR QUALIFICATIONS FOR
LOCAL RADIO AND ON-LINE ADVERTISING FOR FRANKLIN COUNTY**

Opening Date and Time: 3rd day of July, 2018, during the regular meeting of the Franklin County Board of County Commissioners at 34 Forbes Street, Apalachicola, Florida. This meeting starts at 9:00 a.m. (ET)

The FRANKLIN County Board of County Commissioners (BOCC) is soliciting proposals from qualified firms to perform local radio and on-line advertising services by the radio station for the Franklin County Tourist Development Council.

In order to be considered, submittals must be received by the Board of County Commissioners at the Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320 in the Office of the Clerk of Courts, by June 29, 2018, at 4:00 p.m. (ET), at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFQ Documents can be obtained from Franklin County Administration Department, located at 34 Forbes Street, Apalachicola, Florida 32320 (for pick up and mailing address), or by calling Michael Moron at 850-653-9783, Ext. 155, or by downloading from www.franklincountyflorida.com.

This solicitation does not commit the Board of County Commissioners to award any contracts, to pay any costs incurred in the preparation of a response to this RFQ, or to contract for any services. The County reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the County to do so.

Franklin County is an Equal Opportunity Employer and Drug/Smoke Free Work Place.

PART I
GENERAL INFORMATION

1. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response to this RFQ.
2. One clearly identified original and seven (7) copies of your proposal are required.
3. Proposals will be received by the Clerk's Office until 4:00 p.m. on the 29th day of June, 2018.

Proposals are to be mailed to:

Clerk of Circuit Court, Attn. Lori Hines
33 Market Street, Suite 203
Apalachicola, Florida 32320 -

Hand-Deliver and/or Express Mail to:

Clerk of Circuit Court, Attn. Lori Hines
33 Market Street, Suite 203
Apalachicola, Florida 32320

The proposer is required to have printed on the sealed envelope or wrapping containing its submission, with the notation "Local Radio and On-Line Advertising RFQ" in lettering which is at least one inch high

4. Finalists will be notified in writing after the Selection Committee reviews and selects no more than the top three (3) ranked applicants to make presentations to the TDC on Wednesday, July 18, 2018, at 731 Highway 98, Eastpoint, Florida 32320 / 850-670-3474. Thereafter, the final recommendation of the TDC will be submitted to the Board of County Commissioners at its August 7, 2018 meeting. No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and the TDC Board Members or Board of County Commissioners.

PART II

SCOPE OF WORK

The provider shall provide the following: Advertising the Franklin County tourism product on radio and radio station provided one-line advertising.

Contract Duration

The duration of the contract is two years.

Any questions regarding this RFQ may be directed to:

Lori Hines, Chief Deputy Clerk
Phone: 850-653-8861, Ext. 100
Email: Lhines@franklinclerk.com

PART III

SUBMISSION REQUIREMENTS

1. Interested firms or individuals should submit a Letter of Interest not exceeding three (3) pages in length unless otherwise specified. Letters of Interest should not contain links to websites and will, at a minimum include the following information:

- a. RFQ Name: Local radio and on-line advertising for Franklin County
- b. Firm name and address
- c. Proposed responsible office for firm
- d. Contact person, phone and fax number and internet e-mail address
- e. Statement regarding qualifications of firm and/or sub-contractors for the advertised work.
- f. Proposed key personnel, their abilities and their proposed roles (do not include resumes)
- g. Sub-consultant(s) that may be used for the project
- h. Indication as to whether the prime firm and/or sub-consultants are a Disadvantaged Business Enterprise (DBE)
- i. The third page will consist of the project team's approach to the project, including the following factors:
 - Experience of the firm and firm personnel
 - The firm's ability to furnish the required services

2. Two letters of reference from governmental clients. If the firm does not have two governmental clients from whom it can obtain letters of reference, letters from non-governmental clients may be substituted, but the failure to have governmental references may affect the ranking the firm receives.

3. The forms included as Attachments A - G to this RFQ.

Attachment A - No Lobbying Affidavit
Attachment B – Anti-Collusion and No Gifts Affidavit
Attachment C - Public Entity Crime Statement
Attachment D - Conflict of Interest Disclosure Form
Attachment E – Immigration Law Certification
Attachment F - Drug-Free Workplace Certification
Attachment G - Exceptions (if needed)

PART IV **EVALUATION CRITERIA**

Proposals will be evaluated based on the information provided under Part III with points awarded as follows:

- Ability of the firm to furnish the required services, including experience of the firm and firm personnel (Up to 70 points)
- Letters of reference (Up to 30 points)

PART V **CONTRACTUAL REQUIREMENTS**

1. **CONTRACTS**: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (850) 653-1757.
2. **FLORIDA LAW CLAUSE**: Upon award of a contract under this RFQ, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Franklin County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Franklin County, by submission of a signed RFQ response, the offeror agrees to subject itself to the exclusive jurisdiction and process of the Courts of Franklin County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
3. **AFFIRMATIVE ACTION**: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
4. **PRIME VENDOR RESPONSIBILITIES**: The offeror will be required to assume

sole responsibility for the complete effort as required by this RFQ. The BOCC will consider the offeror to be the sole point of contact with regard to contractual matters.

SECTION VI

REJECTION OF SUBMITTALS

1. The County may reject a submittal if:
 - a. The vendor conceals any material fact.
 - b. It does not strictly conform to the law or requirements of the RFQ.
 - c. The vendor submits more than one submittal for the same work under the same or a different name.
 - d. The vendor has a financial interest in the firm of another vendor for the same work.
 - e. There is evidence of collusion among vendors. Participants in such collusion will receive no recognition for any future work of the County until such participant shall have been reinstated as a qualified vendor.
 - f. The vendor has uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - g. The vendor has failed to pay or satisfactorily settle all bills due for labor, material or services on former contracts within three years prior to the submittal.
 - h. The vendor defaulted under a previous contract with the County or otherwise failed to perform under a previous contract in a satisfactory manner.
2. The County may reject any or all bids whenever it is deemed in the best interest of the County to do so.
3. The County may reject any part of a bid whenever it is deemed in the best interest of the County to do so.
4. The County may waive any minor informalities or irregularities in any bid.

5. There is no obligation on the part of the County to award the contract to the vendor with the lowest prices. The County reserves the right to award the contract to a vendor submitting a responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of Franklin County. Franklin County shall be the sole judge of the submittals and the resulting negotiated agreement that is in its best interest and its decision shall be final.

6. 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.

PART VII **MISCELLANEOUS**

A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with Franklin County elected officials, County staff or selection committee members (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any Invitation to Bid, Request for Proposal, Request for Qualifications and/or any other solicitations issued by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- B. ***Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commission member, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- C. ***Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. ***Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.
- E. ***Public Entity Crime Affidavit:*** As provided by Florida Statute 287.133(2)(a), 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 bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- F. ***Conflict of Interest:*** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Franklin County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- G. ***Immigration Laws:*** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- H. ***Tie BIDs:*** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.

NOTE: For respondents' convenience, this certification form is enclosed and made a part of the procurement package.

- I. ***Exceptions:*** Any exceptions, substitutions, deletions, or deviations from these specifications shall be explained in detail on a separate page entitled "EXCEPTIONS". Respondents must show proof that any exceptions are equal or superior to those specified.

NOTE: For respondents' convenience, an exceptions form is enclosed and made a part of the procurement package.

- J. ***Additional Information:*** Further information relative to this RFP may be obtained by contacting Lori Hines, Chief Deputy Clerk, at 850-653-8861, Ext. 100.

**ATTACHMENT A
NO LOBBYING AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

This _____ day of _____, 20____, _____

being first duly sworn, deposes and says that he/she is the authorized representative of

_____ (Name of contractor, firm or individual)

respondent to the attached Invitation to Bid, Request for Proposal, Request for Qualifications and/or any other solicitation issued by Franklin County for Auditing Services, and that the respondent and any of its agents agrees to abide by the Franklin County no lobbying restrictions in regard to this solicitation.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Signature of Notary Public
State of Florida

Print, Type or Stamp Commissioned
Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF

(name of proposer) and certifies as true the following statements.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

(stamp)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C
PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to FRANKLIN COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury

verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has

been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Type of Identification Produced:

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents must disclose if any Franklin County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

Name(s)

NO _____

Position(s)

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

**ATTACHMENT E
IMMIGRATION LAW CERTIFICATION**

Franklin County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

Franklin County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Franklin County.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

Company Name

Signature

Title

Date

STATE FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ who is personally known _____ or has produced _____ as identification.

Notary Public – State of Florida

(stamp)

ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED bidder CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform 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. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose 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, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Phone Number: _____

**ATTACHMENT G
EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification:	Page:	Item:	Not Available/Explanation:
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NOTICE OF REQUEST FOR COMPETITIVE SOLICITATION

NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDENTS that **no later than 4:00 P.M. on June 29, 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 July 3, 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: May 10, 2018.

FRANKLINCOUNTY 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., June 29, 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 June 29, 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 invited to make an oral/visual presentation. The presentation will be made to the Franklin County TDC during an open meeting on Wednesday, 18, 2018 at 731 Highway 98, Eastpoint, Florida 32320 / 850-670-3474. Finalists will be informed of the exact time and venue of presentation. **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 29th day of June, 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. Finalists will be notified in writing after the Selection Committee reviews and selects no more than three (3) applicants to make presentations to the TDC on Wednesday, July 18, 2018, at 731 Highway 98, Eastpoint, Florida 32320 / 850-670-3474. Thereafter, the recommendation of the TDC will be submitted to the Board of County Commissioners. **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:

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.

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	32
Non-Collusion Affidavit	33
Ethics Clause	34
Drug Free Workplace	35
Local Preference Form	36

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.

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**.

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.
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 severally 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 119.10, 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 patient 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

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR QUALIFICATIONS
PRINT MEDIA SERVICES FOR THE FRANKLIN COUNTY TOURIST DEVELOPMENT
COUNCIL**

Prepared by: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
Dated: May 10, 2018

**REQUEST FOR QUALIFICATIONS FOR
PRINT MEDIA SERVICESFOR FRANKLIN COUNTY TOURIST DEVELOPMENT
COUNCIL**

Opening Date and Time: 3rd day of July, 2018, during the regular meeting of the Franklin County Board of County Commissioners at 34 Forbes Street, Apalachicola, Florida. This meeting starts at 9:00 a.m. (ET)

The FRANKLIN County Board of County Commissioners (BOCC) is soliciting proposals from qualified firms to perform print media services for the Franklin County Tourist Development Council.

In order to be considered, submittals must be received by the Board of County Commissioners at the Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320 in the Office of the Clerk of Courts, by June 29, 2018, at 4:00 p.m. (ET), at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFQ Documents can be obtained from Franklin County Administration Department, located at 34 Forbes Street, Apalachicola, Florida 32320 (for pick up and mailing address), or by calling Michael Moron at 850-653-9783, Ext. 155, or by downloading from www.franklincountyflorida.com.

This solicitation does not commit the Board of County Commissioners to award any contracts, to pay any costs incurred in the preparation of a response to this RFQ, or to contract for any services. The County reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the County to do so.

Franklin County is an Equal Opportunity Employer and Drug/Smoke Free Work Place.

PART I
GENERAL INFORMATION

1. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response to this RFQ.
2. One clearly identified original and seven (7) copies of your proposal are required.
3. Proposals will be received by the Clerk's Office until 4:00 p.m. on the 29th_ day of June, 2018.

Proposals are to be mailed to:

Clerk of Circuit Court, Attn. Lori Hines
33 Market Street, Suite 203
Apalachicola, Florida 32320 -

Hand-Deliver and/or Express Mail to:

Clerk of Circuit Court, Attn. Lori Hines
33 Market Street, Suite 203
Apalachicola, Florida 32320

The proposer is required to have printed on the sealed envelope or wrapping containing its submission, with the notation "Print Media Services RFQ" in lettering which is at least one inch high

4. Finalists will be notified in writing after the Selection Committee reviews and selects no more than the top three (3) ranked applicants to make presentations to the TDC on Wednesday, July 18, 2018, at 731 Highway 98, Eastpoint, Florida 32320 / 850-670-3474. Thereafter, the final recommendation of the TDC will be submitted to the Board of County Commissioners at its August 7, 2018 meeting. No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and the TDC Board Members or Board of County Commissioners.

PART II

SCOPE OF WORK

The provider shall provide the following:

- A. E-Newsletter/Press Release Service: - Research, write, produce and distribute monthly e-newsletter to database of media and visitor signups. Service includes reformatting appropriate articles and re-releasing as news releases.
- B. Coastline Insert: Produce material for the bi-monthly Coastline insert.
- C. Media Database Service: - Continually research and coordinate with the TDC administrative office in the expansion and use of the media database and mailing list.
- D. Advertising Support: - Develop and help implement TDC-sponsored print and vendor related banner advertising campaigns whether it be institutional or event based as instructed by board.
- E. Design Service: - Create and implement miscellaneous design service as needed to implement marketing goals. These services will include the negotiation and signing of agreed upon insertion orders to facilitate media outlet payment.
- F. Small Event Grant Marketing Support: - Work with grant recipients to help create and disseminate appropriate written promotional material through the monthly newsletter and other approved venues.
- G. Attendance at Meetings: Attend monthly TDC Board meetings for the purpose of updating the TDC Board on marketing activities. In addition, attend scheduled Marketing Committee meetings and a minimum of six (6) Marketing Vendor Planning meetings during the year.
- H. Provide assistance to Webmaster in the maintenance of the schedule of events module included on the TDC Web Site.
- I. Provide support service to media outlets in the research and acquisition of information/photography.
- J. Production services in instances where media outlets do not provide production services, or when TDC production requests exceed media outlet willingness or capability,
- K. Editorial Writing/Content – Prepare content for the TDC Web Site, blog and associated travel publications/websites as needed.

- L. Such other services as required by the TDC and approved by Franklin County.

Contract Duration

The duration of the contract is for two years.

Any questions regarding this RFQ may be directed to:

Lori Hines, Chief Deputy Clerk
Phone: 850-653-8861, Ext. 100
Email: Lhines@franklinclerk.com

PART III SUBMISSION REQUIREMENTS

1. Interested firms or individuals should submit a Letter of Interest not exceeding three (3) pages in length unless otherwise specified. Letters of Interest should not contain links to websites and will, at a minimum include the following information:

- a. RFQ Name: Print Media Services for Franklin County
- b. Firm name and address
- c. Proposed responsible office for firm
- d. Contact person, phone and fax number and internet e-mail address
- e. Statement regarding qualifications of firm and/or sub-contractors for the advertised work.
- f. Proposed key personnel, their abilities and their proposed roles (do not include resumes)
- g. Sub-consultant(s) that may be used for the project
- h. Indication as to whether the prime firm and/or sub-consultants are a Disadvantaged Business Enterprise (DBE)
- i. The third page will consist of the project team's approach to the project, including the following factors:
 - Experience of the firm and firm personnel
 - The firm's ability to furnish the required services

2. Two letters of reference from governmental clients. If the firm does not have two governmental clients from whom it can obtain letters of reference, letters from non-governmental clients may be substituted, but the failure to have governmental references may affect the ranking the firm receives.

3. The forms included as Attachments A - H to this RFQ.

Attachment A - No Lobbying Affidavit
Attachment B – Anti-Collusion and No Gifts Affidavit
Attachment C - Public Entity Crime Statement
Attachment D - Conflict of Interest Disclosure Form
Attachment E – Immigration Law Certification
Attachment F - Drug-Free Workplace Certification
Attachment G - Exceptions (if needed)

PART IV **EVALUATION CRITERIA**

Proposals will be evaluated based on the information provided under Part III with points awarded as follows:

- Ability of the firm to furnish the required services, including experience of the firm and firm personnel (Up to 70 points)
- Letters of reference (Up to 30 points)

PART V **CONTRACTUAL REQUIREMENTS**

1. **CONTRACTS**: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (850) 653-1757.
2. **FLORIDA LAW CLAUSE**: Upon award of a contract under this RFQ, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Franklin County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Franklin County, by submission of a signed RFQ response, the offeror agrees to subject itself to the exclusive jurisdiction and process of the Courts of Franklin County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
3. **AFFIRMATIVE ACTION**: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
4. **PRIME VENDOR RESPONSIBILITIES**: The offeror will be required to assume sole responsibility for the complete effort as required by this RFQ. The BOCC

will consider the offeror to the sole point of contact with regard to contractual matters.

SECTION VI

REJECTION OF SUBMITTALS

1. The County may reject a submittal if:
 - a. The vendor conceals any material fact.
 - b. It does not strictly conform to the law or requirements of the RFQ.
 - c. The vendor submits more than one submittal for the same work under the same or a different name.
 - d. The vendor has a financial interest in the firm of another vendor for the same work.
 - e. There is evidence of collusion among vendors. Participants in such collusion will receive no recognition for any future work of the County until such participant shall have been reinstated as a qualified vendor.
 - f. The vendor has uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - g. The vendor has failed to pay or satisfactorily settle all bills due for labor, material or services on former contracts within three years prior to the submittal.
 - h. The vendor defaulted under a previous contract with the County or otherwise failed to perform under a previous contract in a satisfactory manner.
2. The County may reject any or all bids whenever it is deemed in the best interest of the County to do so.
3. The County may reject any part of a bid whenever it is deemed in the best interest of the County to do so.
4. The County may waive any minor informalities or irregularities in any bid.
5. There is no obligation on the part of the County to award the contract to the vendor

with the lowest prices. The County reserves the right to award the contract to a vendor submitting a responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of Franklin County. Franklin County shall be the sole judge of the submittals and the resulting negotiated agreement that is in its best interest and its decision shall be final.

6. 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.

PART VII

MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with Franklin County elected officials, County staff or selection committee members (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any Invitation to Bid, Request for Proposal, Request for Qualifications and/or any other solicitations issued by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- B. ***Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commission member, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- C. ***Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. ***Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.
- E. ***Public Entity Crime Affidavit:*** As provided by Florida Statute 287.133(2)(a), 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 bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- F. ***Conflict of Interest:*** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Franklin County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- G. ***Immigration Laws:*** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- H. ***Tie BIDs:*** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.

NOTE: For respondents' convenience, this certification form is enclosed and made a part of the procurement package.

- I. ***Exceptions:*** Any exceptions, substitutions, deletions, or deviations from these specifications shall be explained in detail on a separate page entitled "EXCEPTIONS". Respondents must show proof that any exceptions are equal or superior to those specified.

NOTE: For respondents' convenience, an exceptions form is enclosed and made a part of the procurement package.

- J. ***Additional Information:*** Further information relative to this RFP may be obtained by contacting Lori Hines, Chief Deputy Clerk, at 850-653-8861, Ext. 100.

**ATTACHMENT A
NO LOBBYING AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

This _____ day of _____, 20____, _____

being first duly sworn, deposes and says that he/she is the authorized representative of
_____ (Name of contractor, firm or individual)

respondent to the attached Invitation to Bid, Request for Proposal, Request for Qualifications and/or any other solicitation issued by Franklin County for Auditing Services, and that the respondent and any of its agents agrees to abide by the Franklin County no lobbying restrictions in regard to this solicitation.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Signature of Notary Public
State of Florida

Print, Type or Stamp Commissioned
Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT B
ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that

he/she is the authorized representative of

(name of proposer) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or parties to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

(stamp) _____
Signature of Notary Public
State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C
PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to FRANKLIN COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury

verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has

been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Type of Identification Produced:

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents must disclose if any Franklin County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

Name(s)

NO _____

Position(s)

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

**ATTACHMENT E
IMMIGRATION LAW CERTIFICATION**

Franklin County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

Franklin County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Franklin County.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

Company Name

Signature

Title

Date

STATE FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ who is personally known _____ or has produced _____ as identification.

Notary Public – State of Florida

(stamp)

**ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED bidder CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform 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. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose 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, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Phone Number: _____

**ATTACHMENT G
EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification:	Page:	Item:	Not Available/Explanation:
-----------------------	--------------	--------------	-----------------------------------



May 14, 2018

MEMO

TO: BOCC
FROM: TDC
SUBJECT: SGI VC Maintenance Expense

Members: Attached you will find an expense request for some electrical repairs at the SGI VC. This item is a late added item to my report.

This request is to reimburse the Visitor Center Manager for some electrical repairs that were completed earlier. I authorized the payment when requested because it was a small amount and generally I am cautious to not delay when repairs involve electricity. The TDC Board approved this expenditure at their meeting last Wednesday.

The item will be charged against the Visitor Center Maintenance item in the TDC Budget. We will be asking for your approval of the expenditure.

Thank you.

Paid

Invoice

Cates Electric Services Inc.
PO Box 177
Apalachicola, FL 32329
(850)528-0282
electric@fairpoint.net

BILL TO	
Apalachicola Chamber	

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
2018-7094	05/08/2018	\$300.00	Due on receipt	

P.O. NUMBER
Welcome Center

ACTIVITY	AMOUNT
Electrical SGI Welcome Center Service call to repair - Replace lighting with LED recessed Trims Labor \$ 150 Material \$150	300.00

BALANCE DUE
\$300.00

Apalachicola Bay Chamber of Commerce

122 Commerce St
Apalachicola, FL 32320
850-653-9419

Centennial Bank
www.my100bank.com
81-275/829

8941

5/3/2018

PAY TO THE
ORDER OF Cates Electric Services

\$ **300.00

Three Hundred and 00/100 ***** DOLLARS

PROTECTED AGAINST FRAUD

Cates Electric Services
Mike Cates
P O Box 177
Apalachicola, Florida 32329



Beverly A. Howard



MEMO

Replace lights at Visitor Center on Island

⑈008941⑈ ⑆082902757⑆ 1582550801⑈

Apalachicola Bay Chamber of Commerce

8941

Cates Electric Services
Miscellaneous Expense:Office expense Replace lights at Visitor Center on Island

5/3/2018

300.00

Centennial Bank (080 Replace lights at Visitor Center on Island

300.00

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

April 20, 2018

Joseph "Smokey" Parrish, Chair
Franklin County Courthouse
33 Market Street
Apalachicola, Florida 32320

Dear Chair Parrish:

The Florida Department of Health would like to formally notify the Board and community on the promotion of Marsha Lindeman, ARNP, MSN, to the new Statewide Public Health Nursing Director for the Florida Department of Health. Ms. Lindeman is an exemplary public health professional and a champion for protecting the health and safety of the people of Florida. We express our deep appreciation for her continued service and commitment to community and state.

In continuing to move public health forward, the Florida Department of Health requests support of the Franklin County Board of County Commissioners on the appointment of Sarah Q. Hinds, MPH as the new Administrator of the Florida Department of Health in Franklin County. The Department has full confidence in Ms. Hinds as she possesses an excellent and diverse background in all aspects of public health and has demonstrated her ability as a skilled leader. I believe Ms. Hinds will be an asset to the Florida Department of Health and Franklin County as its new health department administrator.

The Department is requesting time on the agenda during your upcoming meeting to request concurrence on the appointment of Sarah Q. Hinds, MPH as the Administrator of the Florida Department of Health in Franklin County. County health departments sustain the partnership between the Florida Department of Health and county government pursuant to Section 154.04, Florida Statutes. In keeping with state law, as well as our desire to maintain this important partnership, the Florida Department of Health seeks concurrence from county government when selecting a new health department administrator.

If you or any members of the Board of County Commissioners have questions or would like more information regarding Ms. Hinds, please feel free to contact Paul Myers, Deputy Secretary for County Health Systems at 850-245-4542. I appreciate the support of the Board of County Commissioners and the community in selecting the best candidate for the people of Franklin County.

Sincerely,

Celeste Philip, MD, MPH
Surgeon General and Secretary

Helen Cook, ARNP

Franklin County Health Department
Apalachicola FL, 32320
(850) 653-2111
helen.cook@flhealth.gov

12th May, 2018

To the Franklin County Board of Commissioners,

I would like to take this time to fully endorse Sarah Hinds as the Franklin County Health Department (FCHD) Administrator. In my thirty-five years of experience, I can't imagine finding a more qualified individual. I have had the pleasure of working with Sarah for the past nine years. Sarah has a servant's heart with a can do attitude. She is well educated and has been mentored by one of the best administrators that FCHD has ever seen. She not only has the best interest of the clients at heart, but also the interest of the FCHD employees. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Helen Cook, ARNP". The signature is written in a cursive, flowing style.

Helen Cook, ARNP

From: David Walker <pastordbw@gmail.com>
Date: May 14, 2018 at 12:13:27 PM EDT
To: Michael Moron <michael@franklincountyflorida.com>
Subject: Re: Sarah Hinds Recommendation

Good Morning Michael,

It has come to my attention that Sarah Hinds has been recommended to become the next Health Officer for both Franklin and Gulf. I cannot think of a better person who walk in integrity, compassion and insight to become our next Health Officer. I have worked with Sarah Hinds since 2010. We were counterparts and “tied to the hip” for 7 years with the health department. We have always approached every community initiative, activity and program from a Franklin/Gulf perspective, sharing ideas and working with community partners in both counties. Sarah Hinds has been responsible for a wide variety of programs and has been in several positions, including Family Support Worker, Health Educator Consultant, Public Information Officer, Government Operations Consultant, Operations Manager and now Assistant Director. She was instrumental in responding during Hurricane Irma, helping to ensure Franklin residents with special needs were safely transported to the Leon shelter and returned with power restored in their homes. She helped create nursing teams to assist with special needs coverage. Sarah has also been instrumental in identifying, writing and receiving grant opportunities to serve Franklin residents. Some grants include Closing the Gap (in Franklin churches), CHOICES (positive youth development in schools), Tobacco Prevention (community-wide) and distracted driving (all-school assemblies). I wholeheartedly support this recommendation and I truly believe Sarah will be very good for Franklin. If you have any questions, please do not hesitate to contact me at (850) 228-9252 or via email. Thank you, David

David Walker
Covenant Word Christian Center
158- 12 Street
Apalachicola, FL. 32320
(850) 228-9252
pastordbw@gmail.com

RESTORE Coordinator Report
May 15, 2018

1- Board action on 2 JPAs for the airport.

A) Board action on JPA ARG99 Supplemental #2, which modifies the existing Airfield Drainage Improvements grant to add an evaluation of the perimeter fence with recommendations on how to proceed with adding new fence where missing completely, repairing existing fence, and areas that just need to be maintained. The primary goal with this evaluation is to provide the airport with a maintenance plan for the perimeter fence and identify areas where fence is missing completely. The FDOT will not pay to maintain the existing fence but they will pay to add fence where the fence is completely missing. This supplemental JPA also extends the grant expiration date to June 30, 2019. Board action.

B) Board action on JPA for remarking, electrical improvements, and obstruction removal. This new JPA provides funds to address the marking, lighting, and obstruction deficiencies identified in the most recent airport inspection. This will provide funding to re-mark Runway 18-36 (which is something the pilots and the aviation community want), taxiways, and aprons, relocate the threshold lights on Runway 24, and remove as many trees on airport property as possible. On May 1, Alan had an addendum item where he asked for Board approval for one JPA, and he said a second JPA would be coming to complete the remarking of the runways. This is the second JPA. Board action.

2- Inform the Board that Alan had numerous phone calls with FEMA representatives on Friday, May 4, and FEMA appears to be diligently working to get the PW (PW 228) for Alligator Drive approved. In those discussions it was agreed that FEMA would separate out the emergency work that the county has already done fixing the road, and include funding for the traffic signals that the county has already been paying for since last year, and allow the county to get reimbursed for those items now. Alan signed Pam's name to this new PW and a copy is in the Board packet. The new PW for Category B work (temporary work) does not have a PW number yet, but the value of the temporary work is \$147,601.54.

3- Mr. Grey Dodge, DEO Policy director, provided Alan with the following response on why only the eastern part of the county was designated an Opportunity Zone. "DEO's economists used a combination of data and project requests to determine the zones. A statistical model was created using census tract data and other economic indicators, such as poverty level, unemployment rates and population density. DEO used a proportional method of nominating tracts so that every county received at least one census tract nomination.

Franklin County was designated to receive one Opportunity Zone nomination. Of the two eligible low-income census tracts in Franklin County, the tract that was nominated has a substantially higher unemployment rate and a higher poverty rate. Nominating areas that are more economically distressed as Opportunity Zones will lead to a greater positive impact on the area. "

4- Attached to this report are the latest landings from all aquaculture leases in Franklin and Wakulla counties. These figures were generated by DACS, and Alan received them last week. The leases for Franklin County would be the Alligator Harbor lease area. The data shows that there are currently some non-productive leases. And, the columns of clams or oysters harvested do not indicate pounds, but the number of individual oysters or clams harvested.

Applicant Name:	Application Title:
FRANKLIN (COUNTY)	FCBKT01 Alligator Drive Temporary Repairs
Period of Performance Start:	Period of Performance End:
	03-28-2017

Subgrant Application - Entire Application

Application Title:
 Application Number:
 Application Type:

Bundle Reference # (Amendment #)	Date Awarded

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4280 - DR -FL	FCBKT01	037-99037-00	05-07-2018	B	
APPLICANT: FRANKLIN (COUNTY)				WORK COMPLETE AS OF: 05-07-2018 : 65 %		
Site 1 of 1						
DAMAGED FACILITY:				COUNTY: Franklin		
Alligator Drive						
LOCATION:				LATITUDE:	LONGITUDE:	
Current Version: Alligator Point Drive, Panacea, Florida, 32346, between Tom Roberts Road and George Vause Road				29.894849 29.895864	-84.370146 -84.36709	
GPS Begin 29.894849 -84.370146 End 29.895864, -84.36709						
DAMAGE DESCRIPTION AND DIMENSIONS:						
Current Version: During the event period August 31, 2016 through September 9, 2016 Hurricane Hermine impacted the Applicant, Franklin County, Emergency Management located at 28 Airport Road, Apalachicola, Florida, 32320 with a reported nine foot storm surge, torrential rain, high winds. The event caused damages to the Applicants two lane asphalt pavement roadway, Alligator Point Drive Panacea, Florida, 32346, between Tom Roberts Road and George Vause Road the only access to homes within that area.						
The storm surge washed out and destroyed approximately 1000LF x 20ft. x .025ft. (3 in = .025 ft.) of the gulf side two lane asphalt pavement roadway, concrete shoulder (1000LF x 20ft.) and approximately 200 pcs of precast concrete barriers guards placed along the gulf side edge of the roadway.						
The Applicant initiated emergency protective measures to eliminate or lessen immediate threats of significant additional damage to improved public or private property.						
SCOPE OF WORK:						
Current Version: WORK COMPLETED						

Force Account Labor Overtime Hours \$ 7,448.49

Force Account Equipment \$17,417.30

Force Account Materials \$ 6,126.71

Force Account Contracts \$ 58,216.00

Direct Administrative Cost (DAC) \$177.04

To eliminate or lessen immediate threats of significant additional damage to improved public or private property the Applicant initiated Emergency Protective Measures by utilizing 103 FAL Regular time hours

In order to open this section of Alligator Dr. to local traffic, school busses postal deliveries and emergency vehicles the applicant used Force Account Labor, 103 Regular time (ineligible Cat B), Force Account Labor, 188 Overtime hours, a total Force Account Labor of 291 hours, Force Account Equipment 288 hours, and Force Account Materials.

The Applicants Public Works Department pushed approximately (1000LF x 20ft.) of destroyed two lane asphalt pavement roadway, concrete shoulder and approximately 200 pcs of precast concrete barriers guards off to the side of the road and put in a temporary gravel one lane road using approximately 387 CY (697 Tons x 1.8) and 1062 CY sand from County pit at no charge.

The temporary gravel one lane road was needed to provide access to the population within the area as there is no other ingress or egress. As Alligator Point Drive was originally a two lane highway and was temporarily reduced to a one lane gravel road, temporary traffic lights were installed at both ends of the temporary road for safety.

WORK TO BE COMPLETED

Force Account Contracts \$ 58,216.00

As Alligator Drive was originally a two lane highway and was temporarily reduced to a one lane road temporary traffic lights were installed at both ends of the temporary road for safety. The two (2) traffic lights will need to be maintained for approximately another 12 months until the permanent road can be rebuilt.

Scope Notes

1) The previous Work Completed Cost in project PW 00228 FCCDT11 Alligator Point Drive Cat C (\$33,752.16) has been removed.

Labor - \$9,992.91
Equipment - \$17,417.30
Material- \$6,164.91
Direct Admin Cost - \$177.04

2) The above Work Completed and Work to be Completed is the corrected cost and is NOT part of the permanent repairs PW 00228 FCCDT11 Alligator Point Drive Cat C still to be done.

3) Project Specialist has validated 100% of labor and equipment and are found to be correct.

4) There is no mitigation opportunity Category B not eligible for Hazard Mitigation.

5) No Insurance Cat B work.

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of August 31, 2016 through September 9, 2016 (4280-DR). With the exception of requests for alternate or improved projects.

STANDARD COMMENTS

DIRECT ADMINISTRATIVE COSTS: DIRECT ADMINISTRATIVE COSTS: The subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

HAZARD MITIGATION PROPOSAL: No measure has been considered and is Not Applicable. No further action is required for the HMP.

PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Subgrantee must maintain all work-related records for a period of five (5) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain / maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for five 5 years from the date the last project was completed or from the date final payment was received, whichever is later.

75% FEDERAL FUNDING: In accordance with 44 CFR 206.47(a) and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: [select all that apply and include data dates]

- Unit Costs provided by Applicant
- FEMA cost codes
- Local material cost

LARGE PROJECTS: \$123,100 4280-DR FL: When Project Worksheets are written as large projects, an adjustment must be made during the closeout process in order to match the actual eligible dollars spent. This will require an amendment to be written in EMMIE to capture the over-run/under-run

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Florida Division of Emergency Management program representative prior to starting work.

Does the Scope of Work change the pre-disaster conditions at the site? Yes No

Special Considerations included? Yes No

Hazard Mitigation proposal included? Yes
No

Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	0000	Work Completed	0/LS	\$ 0.00	\$ 0.00
2	9007	Labor	1/LS	\$ 7,448.49	\$ 7,448.49
3	9008	Equipment	1/LS	\$ 17,417.30	\$ 17,417.30
4	9009	Material	1/LS	\$ 6,126.71	\$ 6,126.71
5	9001	Contract	1/LS	\$ 58,216.00	\$ 58,216.00
6	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 177.04	\$ 177.04
		Work To Be Completed			
7	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
8	9001	Contract	1/LS	\$ 58,216.00	\$ 58,216.00
				TOTAL COST	\$ 147,601.54

PREPARED BY ANTOINETTE SCHRAMM

TITLE Project Specialist

SIGNATURE

APPLICANT REP. Pamela Brownell

TITLE Emergency Management Director

SIGNATURE

Franklin County
2017 Lease Audit Summary as of 3-16-18

Lessee Name	Audit Year	Clams Planted	Clams Harvested	Oysters Planted	Oysters Harvested	County
William Lartz	2017	0	0	500,000	10,000	Franklin
Johnny's Clams, Inc.	2017	0	50,000	0	0	Franklin
William Lartz	2017	0	0	200,000	20,000	Franklin
Sharon B. Fitzgerald	2017	125,000	8,978	0	0	Franklin
Sharon B. Fitzgerald	2017	0	0	114,000	0	Franklin
Charles Earl and Carol Ann Earl	2017	500,000	362,500	0	0	Franklin
Michael F. Hodges & Anna M. Hodges	2017	150,000	80,000	0	0	Franklin
Sharon B. Fitzgerald	2017	0	0	200,000	119,451	Franklin
Richard D. Tooke	2017	661,650	39,000	0	0	Franklin
Leah K. Peters	2017	700,000	308,994	0	0	Franklin
Andrew D. Arnold	2017	500,000	200,732	5,000	0	Franklin
William Lartz	2017	0	0	64,167	10,400	Franklin
Clayton Lewis	2017	0	0	0	0	Franklin
John W. Sheridan, Jr., and Candice Sweet Sheridan	2017	0	0	0	0	Franklin
Andrew J. Arnold	2017	150,000	100,000	0	1,000	Franklin
Charles Earl and Carol Ann Earl	2017	0	0	0	0	Franklin
Clayton Lewis	2017	0	0	0	0	Franklin
Wayland Beckham .	2017	0	0	0	0	Franklin
Kevin S. Griffin	2017	0	0	100,000	30,000	Franklin
Brian D. Goff, Sr.	2017	0	0	0	0	Franklin
Jeffrey R. Tilley	2017	0	0	625,775	0	Franklin
Candice S. Sheridan	2017	0	0	280,000	30,000	Franklin
John W. Sheridan, Jr.	2017	0	0	301,500	60,000	Franklin
Edwin E. Lott	2017	200,000	13,842	0	0	Franklin
William Lartz	2017	0	0	0	0	Franklin
Andrew D. Arnold	2017	2,000,000	0	0	0	Franklin
Guy Dow, III	2017	75,000	0	0	0	Franklin
Charles Earl and Carol Ann Earl	2017	250,000	0	0	0	Franklin
Andrew D. Arnold	2017	1,600,000	726,250	0	0	Franklin
Andrew D. Arnold	2017	150,000	0	0	0	Franklin
John W. Sheridan, Jr., d/b/a Johnny's Clams, Inc.	2017	0	20,000	100,000	0	Franklin
Jeffrey R. Tilley	2017	0	0	384,714	0	Franklin
Richard D. Tooke	2017	661,650	40,900	0	0	Franklin
'3_ berl Zackary Thompson	2017	0	46,000	100,000	0	Franklin
Carmon Brownell	2017	0	0	300,000	24,600	Franklin
William Lartz	2017	0	0	100,000	25,000	Franklin
Robert J. Lee and Robert Kevin Lee	2017	0	0	0	0	Franklin
Robert Zackary Thompson	2017	0	0	200,000	0	Franklin
Charles Earl and Carol Ann Earl	2017	0	0	0	0	Franklin
Roger Harlan and Michael W. Sorrell	2017	0	0	75,000	0	Franklin
William T. Veress and Harold G. Allen	2017	100,000	0	0	0	Franklin
Blake A. Gardner	2017	0	0	0	0	Franklin
Denita R. Sasser	2017	0	0	0	0	Franklin
Donald K. Clark, Jr.	2017	0	0	0	0	Franklin
Christopher B. Litton	2017	0	0	0	0	Franklin

Wakulla County
2017 Lease Audit Summary as of 3-16-18

Lessee Name	Audit Year	Clams Planted	Clams Harvested	Oysters Planted	Oysters Harvested	County
Steve D. Cushman	2017	333,000	0	0	0	Wakulla
Clayton Lewis	2017	0	0	0	0	Wakulla
Charles Earl and Carol Ann Earl	2017	0	0	0	0	Wakulla
Timothy R. Jordan	2017	0	0	165,000	14,870	Wakulla
Walter B. Dickson	2017	0	0	165,000	14,870	Wakulla
Robert Seidler	2017	0	0	0	8,148	Wakulla
Deborah Keller	2017	0	0	160,000	25,000	Wakulla
Megan Dipietrantonio	2017	0	0	0	1,000	Wakulla
Matthew Hodges	2017	0	0	200,000	25,292	Wakulla
Carrabelle Charlie, LLC	2017	0	0	50,000	20,441	Wakulla
Karen Putch	2017	0	0	25,000	0	Wakulla
My Way Seafood, Inc.	2017	0	0	100,000	8,731	Wakulla
Richard D. Tooke	2017	0	0	85,000	0	Wakulla
Richard D. Tooke	2017	0	0	89,343	0	Wakulla
David A. Kemp	2017	0	0	180,000	1,700	Wakulla
Susie Bowen and Larry Bowen	2017	0	0	158,300	25,541	Wakulla
Stephen G. Webster	2017	0	0	0	0	Wakulla
Don Porter	2017	0	0	100,000	16,000	Wakulla
Raymond Vickery	2017	0	0	157,000	26,422	Wakulla
Johnathyn D. Crum	2017	0	0	0	4,045	Wakulla
Johnathyn D. Crum	2017	0	0	0	4,045	Wakulla
David C. Carpenter	2017	0	0	75,000	0	Wakulla
David C. Carpenter	2017	0	0	75,000	0	Wakulla
Timothy R. Jordan	2017	0	0	100,000	14,870	Wakulla
Phillip A. Bruggner	2017	0	0	263,000	12,400	Wakulla
Panacea Oysters, LLC	2017	0	0	300,000	2,282	Wakulla
Oyster Bay Limited, LLC	2017	0	0	650,000	31,884	Wakulla
Olin and Associates, LLC	2017	0	0	587,400	12,883	Wakulla
John A. Davis, Jr.	2017	0	0	416,500	6,575	Wakulla
Clyde D. Tucker	2017	60,000	0	0	1,500	Wakulla
Janet Lee Olin	2017	0	0	150,000	0	Wakulla
Dillon Thomas Hazel	2017	0	0	641,200	0	Wakulla
Piyush C. Jain	2017	0	0	150,000	0	Wakulla
Matthew S. Strickland	2017	0	0	150,000	0	Wakulla
Blake A. Gardner	2017	0	0	240,101	2,135	Wakulla
Denita R. Sasser	2017	0	0	417,781	12,230	Wakulla
Phillip A. Bruggner	2017	0	0	160,100	14,000	Wakulla
Jeremiah Creech	2017	0	0	0	0	Wakulla
Jeremiah Creech	2017	0	0	0	0	Wakulla
Mark Anthony Hall	2017	0	0	265,000	0	Wakulla
Oyster Bay Oyster Company	2017	0	0	0	0	Wakulla
Michael R. Dunlap	2017	0	0	0	0	Wakulla
Stanley Carlton	2017	0	0	200,000	0	Wakulla
Helena C. Porter	2017	0	0	70,000	0	Wakulla
Farris M. Nichols	2017	0	0	100,000	0	Wakulla

Wakulla County
2017 Lease Audit Summary as of 3-16-18

Lessee Name	Audit Year	Clams Planted	Clams Harvested	Oysters Planted	Oysters Harvested	County
Bob Danzey LLC	2017	0	0	0	0	Wakulla
Florida Gulf Panacea Oysters	2017	0	0	0	0	Wakulla
Florida Gulf Oyster Bay Oysters	2017	0	0	0	0	Wakulla
Wakulla Mystique Oyster Farm, LLC	2017	0	0	100,000	0	Wakulla
Apalachee Bay Oyster Company	2017	0	0	550,000	0	Wakulla
Boonedocks, LLC	2017	0	0	505,000	0	Wakulla
Darrell Taylor	2017	0	0	10,000	1,000	Wakulla
TAB Oysters, LLC	2017	0	0	179,559	22,950	Wakulla
Matthew G. Burgess	2017	0	0	126,000	0	Wakulla
Michael S. Lawrence	2017	0	0	312,000	0	Wakulla
Hattie's Oyster Company	2017	0	0	0	0	Wakulla
Megan Dipietrantonio	2017	0	0	0	0	Wakulla
Pelican Oyster Company, LLC	2017	0	0	211,000	0	Wakulla

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

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**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

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INDEPENDENT AUDITORS' REPORT

To the Honorable Governing Board
Northwest Florida Water Management District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Northwest Florida Water Management District (the District), a component unit of the State of Florida, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2017, and the respective changes in financial position thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Certified Public Accountants

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MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

To the Honorable Governing Board
Northwest Florida Water Management District

INDEPENDENT AUDITORS' REPORT
(Concluded)

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, and is also not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards and State Financial Assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State Financial Assistance is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Durvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

MANAGEMENT DISCUSSION AND ANALYSIS

As management of the Northwest Florida Water Management District, we offer readers of the Northwest Florida Water Management District's financial statements this narrative overview and analysis of the financial activities of the Northwest Florida Water Management District for the fiscal year ended September 30, 2017.

Financial Highlights

At the end of the most recent fiscal year, the Northwest Florida Water Management District's:

- Assets exceeded its liabilities by \$199,681,582 (*net position*). Of this amount, \$15,505,910 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.
- Governmental funds reported combined ending fund balances of \$26,487,338, a decrease of \$3,056,274 from the previous year.
- Unassigned fund balance for the general fund was \$0 and assigned fund balance was \$6,789,529 for all funds.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Northwest Florida Water Management District's basic financial statements. The Northwest Florida Water Management District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements—The government-wide financial statements are designed to provide readers with a broad overview of the Northwest Florida Water Management District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Northwest Florida Water Management District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Northwest Florida Water Management District is improving or declining.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Northwest Florida Water Management District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the Northwest Florida Water Management District include: water resources planning and monitoring; acquisition, restoration and public works; operation and maintenance of lands and works; regulation; outreach; and administration.

MANAGEMENT DISCUSSION AND ANALYSIS (Continued)

Overview of the Financial Statements (Continued)

Government-wide financial statements—(Concluded)

The government-wide financial statements include only the Northwest Florida Water Management District, a component unit of the State of Florida.

The government-wide financial statements can be found on pages 9 - 10 of this report.

Fund financial statements—A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Northwest Florida Water Management District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Northwest Florida Water Management District are in one category: governmental funds.

Governmental funds—Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term* inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's *near-term* financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's *near-term* financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Northwest Florida Water Management District maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Projects Fund, Capital Projects Fund, Land Management Fund, Regulation Fund, and Mitigation Fund, all of which are considered to be major funds.

The governmental fund financial statements can be found on pages 11 and 13 of this report.

Notes to the financial statements—The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15 - 39 of this report.

Other information—In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning Northwest Florida Water Management District's budgetary comparison for its major funds as well as the other post-employment benefits retirement healthcare plan schedule of funding progress and schedule of employer contributions. The Northwest Florida Water Management District adopts an annual appropriated budget for all funds. A budgetary comparison schedule has been provided for the general fund and each major fund to demonstrate compliance with this budget and can be found on pages 40 - 44.

MANAGEMENT DISCUSSION AND ANALYSIS
(Continued)

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Northwest Florida Water Management District, assets exceeded liabilities by \$199,681,582 at the close of the most recent fiscal year.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION**

	2017	2016
Current and Other Assets	\$ 47,371,665	\$ 47,997,016
Capital Assets:		
Land and Other Improvements	172,608,045	172,317,863
Other Capital Assets, Net of Depreciation	6,112,465	6,239,639
Total Assets	<u>226,092,175</u>	<u>226,554,518</u>
Total Deferred Outflows of Resources	<u>2,504,179</u>	<u>2,510,378</u>
Long-term Liabilities Outstanding	7,164,567	7,128,572
Other Liabilities	20,884,327	18,247,082
Total Liabilities	<u>28,048,894</u>	<u>25,375,654</u>
Total Deferred Inflows of Resources	<u>865,878</u>	<u>347,303</u>
Net Position		
Investment in Capital Assets	178,720,510	178,557,502
Restricted	5,455,162	3,294,428
Unrestricted	15,505,910	21,490,009
Total Net Position	<u>\$ 199,681,582</u>	<u>\$ 203,341,939</u>

(Fiscal year 2016 net position has not been restated on this schedule)

By far the largest portion of the Northwest Florida Water Management District's net position (90 percent) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The Northwest Florida Water Management District uses these capital assets to protect environmentally sensitive lands and to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the Northwest Florida Water Management District's net position (2.7 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$15,505,910) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Northwest Florida Water Management District is able to report positive balances in all three categories of net position.

MANAGEMENT DISCUSSION AND ANALYSIS
(Continued)

Government-wide Financial Analysis (Concluded)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CHANGE IN NET POSITION

	2017	2016
Revenues		
Program Revenues:		
Charges for Services	\$ 444,810	\$ 419,135
Operating Grants and Contributions	14,863,833	14,002,036
Capital Grants and Contributions	179,066	95,350
General Revenues:		
Property Taxes	3,317,303	3,280,708
Grants and Contributions not		
Restricted to Specific Programs	472,153	238,438
Other	2,097,102	1,147,388
Total Revenues	<u>21,374,267</u>	<u>19,183,055</u>
Expenses		
Water Resources Planning and Monitoring	4,945,742	4,727,170
Acquisition, Restoration, and Public Works	10,642,988	10,321,559
Operation and Maintenance of Lands and Works	3,389,508	3,220,404
Regulation	3,511,959	3,341,705
Outreach	165,537	170,049
Administration	2,172,567	2,226,153
Total Expenses	<u>24,828,301</u>	<u>24,007,040</u>
Changes in Net Position	(3,454,034)	(4,823,985)
Net Position, Beginning of Year	203,341,939	208,165,924
Restatement (See Note 9)	(206,323)	0
Net Position, End of Year	<u>\$ 199,681,582</u>	<u>\$ 203,341,939</u>

Governmental activities—Governmental activities at the end of the most recent fiscal year decreased Northwest Florida Water Management District’s net position by \$3,454,034. The decrease is largely attributed to a continued use of fund balance for water supply development assistance grants.

Financial Analysis of the Government’s Funds

As noted earlier, the Northwest Florida Water Management District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

MANAGEMENT DISCUSSION AND ANALYSIS *(Continued)*

Financial Analysis of the Government's Funds (Concluded)

Governmental funds—The focus of the Northwest Florida Water Management District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Such information is useful in assessing the Northwest Florida Water Management District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the most recent fiscal year, the Northwest Florida Water Management District's governmental funds reported combined ending fund balances of \$26,487,338 a decrease of \$3,056,274 in comparison with the prior year. Currently, there is \$0 unassigned fund balance. The District's fund balance is in nonspendable, restricted, committed, or assigned form to indicate that it is not available for new spending because it has already been committed to activities associated with the general fund, various special revenue funds, and the capital projects fund.

The general fund is the chief operating fund of the Northwest Florida Water Management District. At the end of the most recent fiscal year, unassigned fund balance was \$0 and total fund balance of the general fund was \$15,614,649.

Additionally, the fund balance of the Northwest Florida Water Management District's general fund decreased by \$3,403,922. The key factor for this decrease was water supply development assistance grants of \$5,227,487 issued to address important local and regional needs throughout the District.

General Fund Budgetary Highlights

There were no significant differences between the original and final adopted budgets of the District during the year.

Capital Asset and Debt Administration

Capital assets—The Northwest Florida Water Management District's investment in capital assets for its governmental activities as of September 30, 2017, amounts to \$178,720,510 (net of accumulated depreciation). This investment in capital assets includes land, easements, building, infrastructure, vehicles, office equipment, field equipment, and computer equipment. There were no significant changes in the Northwest Florida Water Management District's investment in capital assets for the current fiscal year.

Additional information of the Northwest Florida Water Management District's capital assets can be found in Note 4 on page 24 of this report.

Economic Factors and Next Year's Budgets and Rates

1. The District's primary revenue sources are state grants derived from documentary stamp taxes and general revenue as well as ad valorem (property) taxes.

MANAGEMENT DISCUSSION AND ANALYSIS *(Concluded)*

Economic Factors and Next Year's Budgets and Rates *(Concluded)*

2. Since FY 2011-2012, the millage rate has been 0.04 mills. In FY 2014-2015 and each year thereafter, the Governing Board has adopted the rolled-back millage rate (the rate that would generate the same amount of property taxes as the prior year). In FY 2017-2018, the adopted millage rate was 0.0353 which is 29.4 percent below the constitutional and statutory cap of 0.05 mills.
3. The FY 2017-2018 Adopted Budget is \$65.2 million, an increase of \$3.0 million or 4.8 percent above the FY 2016-2017 Amended Budget. The increase is primarily attributable to additional legislative funds for springs protection and restoration projects. Total funding consists of \$33.0 million in new revenue, \$24.7 million in revenue received and/or appropriated in prior years, and \$7.5 million in fund balance. Approximately three-fourths of the budget, \$46.5 million, is for springs projects, water supply development assistance, and watershed restoration. Over a fourth (26.0 percent) of the \$65.2 million represents recurring needs.
4. The District has accumulated resources over the past fiscal years and is spending down those resources for operations and for water resource and supply development projects.

Requests for Information

This financial report is designed to provide a general overview of the Northwest Florida Water Management District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION
SEPTEMBER 30, 2017

	Governmental Activities
Assets	
Cash and Cash Equivalents	\$ 3,053,893
Investments	40,105,397
Accounts Receivable	139,339
Due from Other Governments	4,065,036
Other Assets	8,000
Capital Assets Not Being Depreciated	172,608,045
Capital Assets Being Depreciated, Net	6,112,465
Total Assets	226,092,175
Deferred Outflows of Resources	
Pension Related	2,504,179
Liabilities	
Accounts Payable and Accrued Expenses	2,502,533
Due to Other Governments	3,380,629
Deposits	357,850
Unearned Revenue	14,643,315
Long-term Liabilities:	
Due Within One Year	680,370
Due in More than One Year	6,484,197
Total Liabilities	28,048,894
Deferred Inflows of Resources	
Pension Related	865,878
Net Position	
Investment in Capital Assets	178,720,510
Restricted for:	
Regulatory Permitting, Licensing, and Enforcement Activities	1,925,521
Mitigation Projects	1,712,189
Minimum Flow and Minimum Levels	1,817,452
Unrestricted	15,505,910
Total Net Position	\$ 199,681,582

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities					
Water Resources Planning and Monitoring	\$ 4,945,742	\$ 0	\$ 5,084,066	\$ 0	\$ 138,324
Acquisition, Restoration, and Public Works	10,642,988	0	5,356,726	179,066	(5,107,196)
Operation and Maintenance of Lands and Works	3,389,508	0	1,642,057	0	(1,747,451)
Regulation	3,511,959	444,810	2,780,984	0	(286,165)
Outreach	165,537	0	0	0	(165,537)
Administration	2,172,567	0	0	0	(2,172,567)
Total Governmental Activities	<u>\$ 24,828,301</u>	<u>\$ 444,810</u>	<u>\$ 14,863,833</u>	<u>\$ 179,066</u>	<u>(9,340,592)</u>
General Revenues					
Property Taxes					3,317,303
Unrestricted Investment Earnings					472,153
Miscellaneous					2,097,102
Total General Revenues					<u>5,886,558</u>
Change in Net Position					(3,454,034)
Net Position, Beginning of Year (As Restated)					<u>203,135,616</u>
Net Position, End of Year					<u>\$ 199,681,582</u>

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017

	Special Revenue Funds					Capital Projects Fund	Total Governmental Funds
	General Fund	Projects Fund	Lands Management Fund	Regulation Fund	Mitigation Fund		
Assets							
Cash and Cash Equivalents	\$ 2,964,045	\$ 0	\$ 0	\$ 89,848	\$ 0	\$ 0	\$ 3,053,893
Investments	13,356,849	2,067,016	6,121,903	1,925,521	16,195,513	438,595	40,105,397
Accounts Receivable	0	77,915	61,424	0	0	0	139,339
Due from Other Governments	0	3,804,514	0	4,718	0	255,804	4,065,036
Due from Other Funds	1,750,336	0	0	58,092	0	0	1,808,428
Deposits	46	0	0	7,954	0	0	8,000
Total Assets	18,071,276	5,949,445	6,183,327	2,086,133	16,195,513	694,399	49,180,093
Liabilities and Fund Balances							
Liabilities							
Accounts Payable and Accrued Expenses	1,055,924	1,002,631	245,514	62,851	100,598	35,015	2,502,533
Due to Other Governments	1,342,611	1,804,553	10,169	7,914	6,819	208,563	3,380,629
Due to Other Funds	58,092	1,214,647	126,781	0	238,529	170,379	1,808,428
Deposits	0	0	268,003	89,847	0	0	357,850
Unearned Revenue	0	110,162	395,775	0	14,137,378	0	14,643,315
Total Liabilities	2,456,627	4,131,993	1,046,242	160,612	14,483,324	413,957	22,692,755
Fund Balances							
Restricted:							
Regulatory Permitting, Licensing, and Enforcement Activities	0	0	0	1,925,521	0	0	1,925,521
Mitigation Projects	0	0	0	0	1,712,189	0	1,712,189
Minimum Flow and Minimum Levels	0	1,817,452	0	0	0	0	1,817,452
Committed:							
Land Management, Land Acquisition, Capital Improvements, and Restoration	0	0	5,137,085	0	0	280,442	5,417,527
Water Supply Development Assistance Grants under Contract	5,046,767	0	0	0	0	0	5,046,767
Bay County North Bay Reuse Project	500,000	0	0	0	0	0	500,000
Economic Stabilization	3,278,353	0	0	0	0	0	3,278,353
Assigned:							
Water Resource Planning and Monitoring	500,000	0	0	0	0	0	500,000
Land Management and Restoration	500,000	0	0	0	0	0	500,000
Grants	478,260	0	0	0	0	0	478,260
General Fund Deficiencies	4,311,269	0	0	0	0	0	4,311,269
District Short-term Projects	1,000,000	0	0	0	0	0	1,000,000
Total Fund Balances	15,614,649	1,817,452	5,137,085	1,925,521	1,712,189	280,442	26,487,338
Total Liabilities and Fund Balances	\$ 18,071,276	\$ 5,949,445	\$ 6,183,327	\$ 2,086,133	\$ 16,195,513	\$ 694,399	\$ 49,180,093

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

Fund Balances - Total Governmental Funds	\$	26,487,338
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**Amounts Reported for Governmental Activities in the Statement of Net
Position are Different Because:**

Capital assets used in governmental activities are not financial funds.		178,720,510
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Certain pension-related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the plan made after the measurement date:

Deferred Outflows Related to Pensions	\$ 2,504,179	
Deferred Inflows Related to Pensions	<u>(865,878)</u>	1,638,301

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:

Other Postemployment Benefits	(394,331)	
Compensated Absences	(680,370)	
Net Pension Liability	<u>(6,089,866)</u>	<u>(7,164,567)</u>

Net Position of Governmental Activities	\$	<u><u>199,681,582</u></u>
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The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

	Special Revenue Funds					Capital Projects Fund	Total Governmental Funds
	General Fund	Projects Fund	Lands Management Fund	Regulation Fund	Mitigation Fund		
Revenues							
Property Taxes	\$ 2,517,665	\$ 0	\$ 24,419	\$ 775,218	\$ 0	\$ 0	\$ 3,317,302
Permits and Licenses	0	0	0	444,810	0	0	444,810
Timber Sales	0	0	1,568,998	0	0	0	1,568,998
Intergovernmental Revenue	76,346	8,269,042	1,635,557	2,812,923	726,623	281,109	13,801,600
Federal Grants	0	1,055,733	6,500	0	0	0	1,062,233
Investment Income	191,928	19,161	65,198	18,479	174,761	2,626	472,153
Miscellaneous Revenue	2,420	360,723	129,444	8,573	2,267	0	503,427
Total Revenues	<u>2,788,359</u>	<u>9,704,659</u>	<u>3,430,116</u>	<u>4,060,003</u>	<u>903,651</u>	<u>283,735</u>	<u>21,170,523</u>
Expenditures							
Salaries	1,196,434	1,536,413	892,736	1,812,425	179,821	7,558	5,625,387
Employee Benefits	473,142	558,411	407,637	733,068	67,955	3,933	2,244,146
Professional/Contractual Services	171,284	2,922,518	755,083	246,899	335,009	4,250	4,435,043
Services	330,431	187,595	402,817	466,056	38,145	0	1,425,044
Commodities	58,050	70,493	324,598	52,416	55,375	0	560,932
Capital Outlay	33,715	132,283	211,267	59,241	2,119	345,995	784,620
Grants and Aids	5,227,487	3,940,815	8,000	0	0	0	9,176,302
Administrative Overhead Allocated	(1,267,037)	428,071	264,718	521,377	50,466	2,405	0
(Total Expenditures)	<u>(6,223,506)</u>	<u>(9,776,599)</u>	<u>(3,266,856)</u>	<u>(3,891,482)</u>	<u>(728,890)</u>	<u>(364,141)</u>	<u>(24,251,474)</u>
(Deficiency)/Excess of Revenues (Under)/Over Expenditures	<u>(3,435,147)</u>	<u>(71,940)</u>	<u>163,260</u>	<u>168,521</u>	<u>174,761</u>	<u>(80,406)</u>	<u>(3,080,951)</u>
Other Financing Sources (Uses)							
Sale of General Fixed Assets	0	1,663	23,014	0	0	0	24,677
Transfers in	31,225	0	0	0	0	133,442	164,667
Transfers (out)	0	(31,225)	(133,442)	0	0	0	(164,667)
Total Other Financing Sources (Uses)	<u>31,225</u>	<u>(29,562)</u>	<u>(110,428)</u>	<u>0</u>	<u>0</u>	<u>133,442</u>	<u>24,677</u>
Net Change in Fund Balances	<u>(3,403,922)</u>	<u>(101,502)</u>	<u>52,832</u>	<u>168,521</u>	<u>174,761</u>	<u>53,036</u>	<u>(3,056,274)</u>
Fund Balances, Beginning of Year (As Restated)	<u>19,018,571</u>	<u>1,918,954</u>	<u>5,084,253</u>	<u>1,757,000</u>	<u>1,537,428</u>	<u>227,406</u>	<u>29,543,612</u>
Fund Balances, End of Year	<u>\$ 15,614,649</u>	<u>\$ 1,817,452</u>	<u>\$ 5,137,085</u>	<u>\$ 1,925,521</u>	<u>\$ 1,712,189</u>	<u>\$ 280,442</u>	<u>\$ 26,487,338</u>

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Net Change in Fund Balances - Total Governmental Funds \$ (3,056,274)

**Amounts Reported for Governmental Activities in the Statement
of Activities are Different Because:**

Governmental funds report capital outlays as expenditures.
However, in the statement of activities, the cost of those
assets is allocated over their estimated useful lives and
reported as depreciation expense:

Capital Assets Acquired with Financial Resources	\$ 691,908	
Capital Assets Acquired through Donations	179,066	
Current Year Depreciation	<u>(670,941)</u>	200,033

The net effect of various miscellaneous transactions involving
capital assets (i.e. sales, trade-ins, etc.) is to decrease
net position. (37,024)

Certain pension related amounts are being deferred and amortized
over a period of years or are being deferred as contributions to
the plan made after the measurement date:

Deferred Outflows Related to Pensions	(6,199)	
Deferred Inflows Related to Pensions	<u>(518,575)</u>	(524,774)

Some expenses reported in the statement of activities do not
require the use of current financial resources and, therefore,
are not reported as expenditures in governmental funds:

Other Postemployment Benefits	(151,183)	
Compensated Absences	(14,106)	
Net Pension Liability	<u>129,294</u>	<u>(35,995)</u>

Change in Net Position of Governmental Activities \$ (3,454,034)

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017**

Note 1 - Summary of Significant Accounting Policies

The Northwest Florida Water Management District (the District) was established by the Florida Water Resources Act of 1972, Chapter 72-299, Laws of Florida, and operates under Chapter 373, Florida Statutes. It was the State of Florida Legislature's stated intent in establishing the District and other Districts to: provide for the management of water and related land resources; promote the conservation, development, and proper utilization of surface and ground water; develop and regulate dams, impoundments, reservoirs, and other works, and to provide water storage for beneficial purposes; prevent damage from floods, soil erosion, and excessive drainage; preserve natural resources, fish and wildlife; promote recreational development, protect public lands, and assist in maintaining the navigability of rivers and harbors; and otherwise promote the health, safety, and the general welfare of the people of the State of Florida.

The District encompasses all or part of sixteen counties in the northwestern part of Florida. There are nine members of the District Governing Board. Each member resides within the District and is appointed by the Governor and confirmed by the Senate. The Board members are appointed for a four-year term.

The District's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board (GASB) is responsible for establishing accounting principles generally accepted in the United States of America for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in accounting principles generally accepted in the United States of America and used by the District are discussed below:

A. Financial Reporting Entity

As required by accounting principles generally accepted in the United States of America, these financial statements present the District as a component unit of the State of Florida. Based on the criteria listed below the State of Florida is considered the primary government.

A primary government is financially accountable for an organization if: (1) it appoints a voting majority of the organization's governing board; (2) it is able to impose its will on the organization; or (3) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government. Based upon these criteria, the District is considered to be a component unit of the State of Florida and is disclosed in the State of Florida's financial statements.

The accompanying financial statements present the primary government only since there are no component units for which the government is considered to be financially accountable.

B. Financial Reporting Structure

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

B. Financial Reporting Structure (Continued)

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. The focus of the government-wide statements is on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues are reported.

The governmental-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Administrative overhead, including centralized expenses, are directly allocated to specific functions and are included in direct expenses. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*. Program revenues are netted within program expenses in the statement of activities to present the net cost of each program.

Fund Financial Statements

The emphasis of fund financial statements is on the District's major funds, each presented in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District's transactions are recorded in the following fund types:

- **General Fund**—is the principal operating fund used to account for most of the District's general activities.
- **Special Revenue Fund**—accounts for proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service and capital projects.
- **Capital Projects Fund**—accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

The District reports the following major governmental funds:

- **General Fund**—is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

B. Financial Reporting Structure (Concluded)

Fund Financial Statements (Concluded)

The District reports the following major governmental funds: *(Concluded)*

- **Projects Fund**—accounts for all resources management projects and activities funded through dedicated revenue sources from grants and contracts with state, federal, local government entities, or water utility authorities.
- **Lands Management Fund**—accounts for activities associated with the management, improvement, and maintenance of District owned lands. State appropriations, Sales of Timber, and use of fund balance provide the primary funding source for District land management activities.
- **Regulation Fund**—accounts for all regulatory activities including consumptive use permitting and monitoring; well construction permitting and plugging, construction and repair of dams; and environmental resource permitting program (ERP). General Revenue State appropriations provide funding for the ERP program; other activities are funded through a small amount of fees and fines and ad-valorem taxes.
- **Mitigation Fund**—accounts for all resource management mitigation projects and activities funded through dedicated Florida Department of Transportation funding sources. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities.
- **Capital Projects Fund**—accounts for the acquisition of fixed assets or construction of major capital projects.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Nonexchange transactions in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, entitlements, and donations. Property taxes are recognized as revenues in the year for which they are received. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Concluded)

Property taxes, intergovernmental revenues, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Assets, Liabilities, and Fund Balances

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the District to invest in direct obligations of the U.S. Treasury, Local Government Surplus Funds Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1968, SEC registered money market funds with the highest credit quality rating and savings and interest-bearing time deposits or savings accounts in qualified public depositories.

Investments for the District are reported at fair value. The Local Government Surplus Fund Investment Pool (Florida PRIME) operates in accordance with appropriate state laws and regulations. As a Florida PRIME participant, the entity invests in pools of investments whereby the District owns a share of the respective pool, not the underlying securities.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Property Taxes

The District is authorized by Section 373.503, Florida Statutes, to levy ad valorem taxes on all real and personal property located within the District not to exceed .05 mills. The rate for the 2016-2017 fiscal year was 0.0366 mills. The property assessment and tax collection functions are performed by appropriate officials of county government in each of the sixteen counties comprising the District. Commissions are paid to the counties for these appraisal and collection services.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

D. Assets, Liabilities, and Fund Balances (Continued)

Property Taxes (Concluded)

Taxes are billed and collected for the District by the County Tax Collector according to Florida Statute under the following calendar:

Lien Date	January 1
Levy Date	October 1
Due Date	November 1
Delinquency Date	April 1

Capital Assets

Capital assets, which include property, plant and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as equipment assets with an initial, individual cost of more than \$1,000 (amount not rounded) and an estimated useful life of one year or more, and other assets with an initial, individual cost of more than \$50,000 (amount not rounded) and an estimated useful life of one year or more. Such assets are recorded at historical cost or estimated historical cost, plus any ancillary charges (freight and transportation charges, site preparation costs, installation costs, and professional fees) necessary to place the asset into its intended location and condition for use. Donated capital assets are recorded at estimated fair market value at the date of donation.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure	50
Buildings	40
Leasehold Improvements	10
Field Equipment	7
Office Equipment	7
Vehicles and Water Craft	7
Lawn Maintenance Equipment	5
Computer Equipment, Technical Equipment, and Software	3

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

D. Assets, Liabilities, and Fund Balances (Continued)

Long-term Obligation

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position.

Compensated Absences

It is the District's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Deferred Inflows and Outflows of Resources

Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and will not be recognized as an outflow of resources (expense) until that future time. Deferred inflows of resources represent the acquisition of net position that is applicable to a future reporting period and will not be recognized as an inflow of resources (revenue) until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities.

Pension Related Deferred Inflows and Outflows represent the difference between expected and actual experience with regard to economic or demographic factors and changes to assumptions in the measurement of total pension liability, and the differences between expected and actual earnings on pension plan investments, and changes in the District's proportionate share of pension contributions. These amounts are reported as deferred inflows or outflows of resources, to be recognized in expense over time. Also included in deferred outflows are amounts contributed to the pension plans subsequent to the measurement date. See Note 10 for more information on Pension Related Deferred Inflows and Outflows.

Fund Balances

The District has implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable Fund Balance**—includes amounts that cannot be spent because they are either: (a) not in spendable form; or (b) are legally or contractually required to be maintained intact. The District had \$0 in nonspendable resources as of September 30, 2017.
- **Restricted Fund Balance**—includes amounts for which constraints have been placed on the use of the resources either: (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. The District had \$5,455,162 in restricted resources as of September 30, 2017.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

D. Assets, Liabilities, and Fund Balances (Continued)

Fund Balances (Concluded)

- **Committed Fund Balance**—Includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Governing Board. These amounts cannot be used for any other purpose unless the District's Governing Board removes or changes the specified use by taking the same type of action (Resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District had \$14,242,647 in committed resources as of September 30, 2017.

The District established an Economic Stabilization Reserve equal to two months of the tentative operating expenditure budget. Use of the Economic Stabilization Fund is limited to the following circumstances:

- When a state of emergency is declared by the Governor of Florida or the President of the United States that impacts the region served by the District.
 - When the Governing Board determines through the adoption of a resolution that: (a) an emergency or other extreme circumstance has arisen that creates an unanticipated need for additional revenues that are not available through other funding sources; (b) the underlying condition directly impacts the citizens and/or environment within District boundaries; and (c) remedial action cannot wait until the next fiscal year. In the event of an emergency, the Executive Director or his/her designee may take necessary action as a time sensitive matter.
- **Assigned Fund Balance**—Assigned fund balance consists of amounts that are constrained by a less than formal action of the District's Governing Board, or by an individual body to whom the Governing Board has delegated this responsibility. The District has delegated this responsibility to the Executive Director. Assignment of fund balance may be made for a specific purpose that is narrower than the general purposes of the fund and to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget including any amendments thereto. The District had \$6,789,529 in assigned resources as of September 30, 2017.
 - **Unassigned Fund Balance**—Includes the residual fund balance to provide for potential general fund deficiencies. The District had no unassigned resources as of September 30, 2017.

Flow Assumption

The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the District would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made, with the exception of the Economic Stabilization Reserve established by the District's Governing Board.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 1 - Summary of Significant Accounting Policies (Concluded)

D. Assets, Liabilities, and Fund Balances (Concluded)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Future GASB Pronouncement Implementations

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multi-Employer Plans*, for OPEB. This Statement establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, including the recognition and measurement of liabilities, deferred outflows or resources, deferred inflows of resources and expenses. For each qualifying plan providing postemployment benefits other than pensions, employers are required to report the difference between the actuarial OPEB liability and the related plan's fiduciary net position as the net OPEB liability on the statement of net position. Previously, a liability was recognized only to the extent that contributions made to each plan were exceeded by the actuarially calculated contributions for those plans. Additionally, Statement No. 75 sets forth note disclosure and required supplementary disclosure requirements for defined contribution OPEB. The District is currently evaluating the impact that adoption of this statement will have on its financial statements. This statement is effective in the District's fiscal year ending September 30, 2018.

Note 2 - Deposits and Investments

Deposits—At year-end, the District had carrying amounts of deposits of \$2,963,795 and bank balances of \$3,436,790. The District also had cash on hand of \$250. In addition, the District had \$89,848 that is being held in escrow with the Florida Department of Financial Services on behalf of a company whose permit requires certain mitigation be performed. Of the bank balances, \$3,436,790 was covered by Federal depository insurance or by collateral held by the District's custodial bank, which is pledged to a state trust fund that provides security in accordance with *Florida Security for Deposits Act*, Chapter 280, for amounts held in excess of FDIC coverage.

The *Florida Security for Public Deposits Act* established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral.

Investments—The foremost objective of the District's investment policy is the safety of capital and liquidity of funds. Achieving an optimal rate of return is of secondary importance as compared to the safety and liquidity of funds. The District's investment policy limits investments to those relatively low risk securities authorized in anticipation of earning a fair return relative to the risk being assumed. How the District manages credit risk, interest rate risk, and custodial credit risk is as follows:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 2 - Deposits and Investments (Concluded)

Investments—(Concluded)

Investments of \$40,105,397 represent amounts held with the Florida State Board of Administration, Local Government Surplus Funds Trust (PRIME Fund). The fund invests in money market and U.S. treasury notes, collateralized mortgage obligations, asset backed securities, agency notes, agency ARM pass-through, corporate bonds, government related securities, and certificates of deposit. This fund is carried at amortized cost. Amortized cost includes accrued income and is a method of calculating an investment's value by adjusting its acquisition cost for amortization of discount or premium over the period from purchase to maturity. Thus, the balance in the fund is its fair value.

The State Board of Administration (SBA)'s interpretation of GASB Statement No. 79 is that the Florida PRIME investment pool currently meets all necessary criteria to measure its investments at amortized cost. Therefore, as a participant in the Florida SBA's Florida PRIME investment pool, the District's investments in Florida PRIME were also measured at amortized cost for fiscal year 2016-17. There were no limitations or restrictions on participant withdrawals including items such as redemption notices, maximum transaction amounts, and the pool's authority to impose liquidity fees or redemption gates.

- **Credit Risk**—The District minimizes credit risk, the risk of loss due to failure of the security, by limiting investments to authorized investments. The Local Government Surplus Funds Trust (PRIME Fund) is rated by Standards & Poors. The current rating is AAAM. The Investment Manager of Florida PRIME managements credit risk by purchasing only high quality securities, performing a credit analysis to develop a database of issuers and securities that meet the Investment manager's minimum standard and by regularly reviewing the portfolio's securities financial data, issuer news and developments, and ratings of the nationally recognized statistical rating organizations.
- **Interest Rate Risk**—The District manages its exposure to declines in fair values of investments by investing operating funds primarily in shorter-term securities and the Florida SBA's Florida PRIME. The weighted average days to maturity of the Local Government Surplus Funds Trust at September 30, 2017, was 51 days. Next interest rate reset dates for floating rate securities are used in the calculation of the weighted average days to maturity.
- **Custodial Credit Risk**—Investments are subject to custodial credit risk if the securities are uninsured, not registered in the District's name, and are held by the party that either sells to or buys for the District. No investments held at year-end were subject to custodial credit risk. The Florida SBA's Florida PRIME does participate in securities lending, but the District owns shares of the Florida PRIME and not the underlying investments. Neither the District nor Florida Prime has participated in securities lending program in the fiscal year ended September 30, 2017.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 3 - Unearned Revenue

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

	<u>Unavailable</u>	<u>Unearned</u>
Grant Drawdowns Prior to Meeting all Eligibility Requirements	\$ 0	\$ 14,643,315
Unearned Revenue for Governmental Funds	<u>\$ 0</u>	<u>\$ 14,643,315</u>

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2017, was as follows:

	<u>Balance 10/1/16</u>	<u>Increases</u>	<u>(Decreases)</u>	<u>Balance 9/30/17</u>
Capital Assets Not Being Depreciated				
Land	\$ 152,453,733	\$ 152,540	\$ (2,976)	\$ 152,603,297
Capital Easements	19,680,403	179,066	0	19,859,469
Construction in Progress	<u>183,727</u>	<u>116,373</u>	<u>(154,821)</u>	<u>145,279</u>
Total Capital Assets Not Being Depreciated	<u>172,317,863</u>	<u>447,979</u>	<u>(157,797)</u>	<u>172,608,045</u>
Capital Assets Being Depreciated				
Buildings and Improvements	3,205,354	0	0	3,205,354
Infrastructure	3,038,928	233,858	0	3,272,786
Machinery and Equipment	<u>5,950,210</u>	<u>315,808</u>	<u>(526,282)</u>	<u>5,739,736</u>
Total Capital Assets Being Depreciated	<u>12,194,492</u>	<u>549,666</u>	<u>(526,282)</u>	<u>12,217,876</u>
Less Accumulated Depreciation				
Buildings and Improvements	(1,086,368)	(80,134)	0	(1,166,502)
Infrastructure	(289,926)	(62,279)	0	(352,205)
Machinery and Equipment	<u>(4,578,559)</u>	<u>(528,528)</u>	<u>520,383</u>	<u>(4,586,704)</u>
Total Accumulated Depreciation	<u>(5,954,853)</u>	<u>(670,941)</u>	<u>520,383</u>	<u>(6,105,411)</u>
Total Capital Assets Being Depreciated, Net	<u>6,239,639</u>	<u>(121,275)</u>	<u>(5,899)</u>	<u>6,112,465</u>
Total Capital Assets	<u>\$ 178,557,502</u>	<u>\$ 326,704</u>	<u>\$ (163,696)</u>	<u>\$ 178,720,510</u>

Depreciation expense was charged to functions of the District as follows:

Governmental Activities	
Water Resources Planning and Monitoring	\$ 154,121
Operation and Maintenance of Lands and Works	157,810
Regulation	20,762
Administration	<u>338,248</u>
Total Governmental Activities	<u>\$ 670,941</u>

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 5 - Interfund Receivables and Payables

Interfund receivables/payables represent temporary loans to fund expenditures of other funds. At September 30, 2017, the balances in these accounts consist of the following:

	<u>Receivable</u>	<u>Payable</u>
General Fund	\$ 1,750,336	\$ 58,092
Projects Fund	0	1,214,647
Lands Management Fund	0	126,781
Regulation Fund	58,092	0
Mitigation Fund	0	238,529
Capital Projects Fund	0	170,379
Total	<u>\$ 1,808,428</u>	<u>\$ 1,808,428</u>

Note 6 - Transfers In/(Out)

Transfers between funds represent transfers to/from other funds for fund expenditures at September 30, 2017; the balances in these accounts consist of the following:

	<u>Transfer In</u>	<u>Transfer (Out)</u>
General Fund	\$ 31,225	\$ 0
Projects Fund	0	31,225
Lands Management Fund	0	133,442
Capital Projects Fund	133,442	0
Total	<u>\$ 164,667</u>	<u>\$ 164,667</u>

Note 7 - Leases

The District is committed under two noncancellable operating leases for office space. One of the noncancellable leases expires in February of 2018, and the other commences in August of 2018. The District was also committed under a month-to-month lease agreement for office space, which expired in September of 2017. Expenditures related to these lease agreements amounted to \$153,551 during the year ended September 30, 2017. Future minimum lease payments for the noncancellable leases are as follows:

<u>Year</u>	<u>Amount</u>
2018	\$ 53,121
2019	97,500
2020	97,500
2021	97,500
2022	97,500
Total	<u>\$ 443,121</u>

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 8 - Long-term Debt

Changes in Long-term Liabilities—Long-term liability activity for the year ended September 30, 2017, was as follows:

	<u>Balance</u> <u>10/1/16</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>9/30/17</u>	<u>Due Within</u> <u>One Year</u>
Governmental Activities					
Compensated Absences	\$ 666,264	\$ 519,961	\$ (505,855)	\$ 680,370	\$ 680,370
Other Postemployment Benefits	243,148	151,183	0	394,331	0
Net Pension Liability	<u>6,219,160</u>	<u>0</u>	<u>(129,294)</u>	<u>6,089,866</u>	<u>0</u>
Total Long-term Debt Payable	<u>\$ 7,128,572</u>	<u>\$ 671,144</u>	<u>\$ (635,149)</u>	<u>\$ 7,164,567</u>	<u>\$ 680,370</u>

Note 9 - Other Disclosures

Risk Management

The District is exposed to various risks of loss related to torts; theft of damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government and the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures, if any, which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the District's counsel that resolution of these matters will not have a material adverse effect on the financial condition of the District.

Restatement

During the fiscal year ending September 30, 2017, the District became aware of a provision in state law that requires that any revenues derived from the disposal of lands acquired with Preservation 2000 funds needed to be returned to the Florida Forever Trust Fund with the State of Florida Department of Environmental Protection. The District determined the cumulative amount of funds collected in prior years which is considered due to the Florida Forever Trust Fund totaled \$206,323. Beginning fund balance in the Capital Projects Fund and net position in the government-wide statements were decreased by that amount.

Contractual Commitments

As of September 30, 2017, the District had the following commitments related to unfinished projects:

<u>Projects</u>	<u>Expended as of</u> <u>September 30, 2017</u>	<u>Remaining</u> <u>Commitment</u>
Local Infrastructure Improvement Projects	\$ 5,626,012	\$ 24,089,947
Agricultural Cost Sharing Agreement	324,647	232,108

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan

General Information about the Florida Retirement System (FRS)

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer, defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and *FRS Rules, Chapter 60S, Florida Administrative Code*; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer defined-benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (www.dms.myflorida.com).

FRS Pension Plan

Plan Description. The FRS Pension Plan (the Plan) is a cost-sharing, multiple-employer, defined benefit pension plan, with a DROP for eligible employees. The general classes of membership applicable to the District are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

FRS Pension Plan (Continued)

Plan Description. (Concluded)

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	Percent Value
<i>Regular Class Members Initially Enrolled Before July 1, 2011:</i>	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
<i>Regular Class Members Initially Enrolled on or After July 1, 2011:</i>	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
<i>Senior Management Service Class</i>	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

FRS Pension Plan (Continued)

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the District's 2016-17 fiscal year were as follows:

<u>Class</u>	<u>Year Ended June 30, 2017</u>		<u>Year Ending June 30, 2018</u>	
	<u>Percent of Gross Salary</u>		<u>Percent of Gross Salary</u>	
	<u>Employee</u>	<u>Employer (2)</u>	<u>Employee</u>	<u>Employer (2)</u>
FRS, Regular	3.00	5.80	3.00	6.20
FRS, Senior Management Service	3.00	20.05	3.00	20.99
DROP – Applicable to Members from All of the Above Classes	0.00	11.33	0.00	11.60
FRS, Reemployment Retiree	(1)	(1)	(1)	(1)

Notes: (1) Contribution rates are dependent upon retirement class in which reemployed.

(2) These rates include the normal cost and unfunded actuarial liability contributions but do not include the contribution for Retiree Health Insurance Subsidy of 1.66% and the fee of 0.06% for administration of the FRS Investment Plan and provision of education tools for both plans.

The District's contributions to the Plan totaled \$370,750 for the fiscal year ended September 30, 2017. This excludes the HIS defined benefit pension plan contributions.

Pension Liabilities and Pension Expense. At September 30, 2017, the District reported a liability of \$4,303,100 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The District's proportionate share of the net pension liability was based on the District's 2016-17 fiscal year contributions relative to the fiscal year 2015-16 fiscal year contributions of all participating members. At June 30, 2017, the District's proportion was 0.01454766%, which was a decrease of 0.00198950747% from its proportion measured as of June 30, 2016.

For the year ended September 30, 2017, the District recognized pension expense of \$736,259 related to the FRS Plan.

Actuarial Assumptions. The total pension liability in the July 1, 2017 actuarial valuation, was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary Increases	3.25% Average, Including Inflation
Investment Rate of Return	7.10% Net of Pension Plan Investment Expense, Including Inflation

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

FRS Pension Plan (Continued)

Actuarial Assumptions. (Concluded)

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2017 valuation, were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Annual Target Allocation ⁽¹⁾	Annual Arithmetic Return	Geometric Return	Standard Deviation
Cash	1%	3.0%	3.0%	1.8%
Fixed Income	18%	4.5%	4.4%	4.2%
Global Equity	53%	7.8%	6.6%	17.0%
Real Estate (Property)	10%	6.6%	5.9%	12.8%
Private Equity	6%	11.5%	7.8%	30.0%
Strategic Investments	12%	6.1%	5.6%	9.7%
Total	100%			
Assumed Inflation – Mean				2.6%
				1.9%

Note: (1) As Outlined in the Plan's Investment Policy

Discount Rate. The discount rate used to measure the total pension liability was 7.10%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate was 7.10% in the July 1, 2017 valuation.

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10%) or 1-percentage-point higher (8.10%) than the current rate:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

FRS Pension Plan (Concluded)

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. (Concluded)

FRS – District:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
District's Proportionate Share of the Net Pension Liability	\$ 7,788,351	\$ 4,303,100	\$ 1,409,543

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

HIS Pension Plan

Plan Description. The Retiree Health Insurance Subsidy Plan (HIS Plan) is a cost-sharing, multiple-employer, defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided. For the fiscal year ended September 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Plan fiscal years ended June 30, 2017 and 2016, the contribution rates were 1.66% and 1.66% of payroll respectively, pursuant to Section 112.363, Florida Statutes. The District contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan totaled \$87,653 for the fiscal year ended September 30, 2017.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

HIS Pension Plan (Continued)

Pension Liabilities and Pension Expense. At September 30, 2017, the District reported a net pension liability of \$1,786,766 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The District's proportionate share of the net pension liability was based on the District's 2016-17 fiscal year contributions relative to the total 2015-16 fiscal year contributions of all participating members. At June 30, 2017, the District's proportionate share was 0.016710517%, which was a decrease of 0.000823454% from its proportionate share measured as of June 30, 2017.

For the fiscal year ended September 30, 2017, the District recognized pension expense of \$117,625 related to the HIS Plan.

Actuarial Assumptions. The total pension liability for the HIS Pension Plan was determined by an actuarial valuation as of July 1, 2016, and recalculated as of June 30, 2017, using a standard actuarial roll-forward technique. The following actuarial assumptions, applied to all periods included in the measurement, were used to determine the total pension liability:

Inflation	2.60%
Salary Increases	3.25% Average, Including Inflation
Investment Rate of Return	3.58% Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the Generational RP-2000 with Projected Scale BB.

The actuarial assumptions used to determine the total pension liability as of June 30, 2017, were based on certain results of an actuarial experience study of the FRS for the period July 1, 2008 through June 30, 2013.

Discount Rate. The discount rate used to measure the total pension liability was 3.58%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 3.58%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.58%) or 1-percentage-point higher (4.58%) than the current rate:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

HIS Pension Plan (Concluded)

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. (Concluded)

	1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
District's Proportionate Share of the Net Pension Liability	\$ 2,038,936	\$ 1,786,766	\$ 1,576,721

Pension Plan Fiduciary Net Position. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Additional Disclosures – Defined Benefit Plans

Net Pension Liability

	FRS	HIS	Total
Net Pension Liability	\$ 4,303,100	\$ 1,786,766	\$ 6,089,866

Deferred Outflows of Resources

	FRS	HIS	Total
Employer Contributions After Measurement Date	\$ 107,545	\$ 23,122	\$ 130,667
Difference Between Expected and Actual Experience	394,921	0	394,921
Changes in Assumptions	1,446,146	251,158	1,697,304
Changes in Proportion	280,296	0	280,296
Net Difference Between Projected and Actual Earnings on Investments	0	991	991
Total Deferred Outflows of Resources	\$ 2,228,908	\$ 275,271	\$ 2,504,179

Deferred Inflows of Resources

	FRS	HIS	Total
Difference Between Expected and Actual Experience	\$ 23,837	\$ 3,720	\$ 27,557
Changes in Assumptions	0	154,504	154,504
Changes in Proportion	478,137	99,038	577,175
Net Difference Between Projected and Actual Earnings on Investments	106,642	0	106,642
Total Deferred Inflows of Resources	\$ 608,616	\$ 257,262	\$ 865,878

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Continued)

Additional Disclosures – Defined Benefit Plans (Concluded)
Deferred Inflows of Resources (Concluded)

Deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date totaling \$130,667 will be recognized as a reduction of the net pension liability in the year ending September 30, 2018. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending	FRS	HIS	Total
2018	\$ 242,827	\$ 11,001	\$ 253,828
2019	613,001	10,814	623,815
2020	359,808	10,724	370,532
2021	(9,763)	5,948	(3,815)
2022	218,758	(5,747)	213,011
Thereafter	88,116	(37,853)	50,263
Total	<u>\$ 1,512,747</u>	<u>\$ (5,113)</u>	<u>\$ 1,507,634</u>

Pension Expense

For the year ended September 30, 2017, the District recognized pension expense from the defined benefit pension plans as follows:

	FRS	HIS	Total
District's Pension Expense	<u>\$ 736,259</u>	<u>\$ 117,625</u>	<u>\$ 853,884</u>

There were certain changes in assumptions from the previous valuation related to the two plans described above. The assumption changes include the following:

- **FRS**—In the July 1, 2017 actuarial valuation, the discount rate used to determine total pension liability decreased from 7.60% to 7.10%.
- **HIS**—In the July 1, 2017 actuarial valuation, the municipal rate used to determine total pension liability increased from 2.85% to 3.58%.

FRS – Defined Contribution Pension Plan

The District contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 10 - Retirement Plan (Concluded)

FRS – Defined Contribution Pension Plan (Concluded)

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Allocations to the investment member's accounts (employer and employee) during the 2016-17 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Compensation</u>
FRS, Regular	6.30%
FRS, Senior Management Service	7.67%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of Investment Plan members. For the fiscal year ended September 30, 2017, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The District's contribution to the Investment Plan during the fiscal year ended September 30, 2017, totaled \$82,867.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan

The cost of postemployment healthcare benefits generally should be associated with the periods in which the cost occurs, rather than in the future year when it will be paid. The District recognizes the cost of postemployment healthcare benefits in the year when the employee services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on the District's future cash flows.

Plan Description

The District provides health insurance plan options for full time employees provided through Florida Blue or Capital Health Plan (CHP). The District contributes 87% of the premium for employee and dependent coverage and the employee contributes 13%. The District contributes 98% of the premium for senior management and dependent coverage and the senior manager contributes 2%. Retirees and their dependents have the option to stay on the plan after retirement but must pay 100% of the premium. The healthcare plan is a single-employer plan with the option of coverage with BCBS or CHP. The CHP participation is restricted by CHP depending on the county of residence.

Benefits Provided

In accordance with Section 112.0801, Florida Statutes, the District allows its employees who have retired under the Florida Retirement System (FRS) to continue group insurance benefits for themselves and their dependents. The benefit levels are the same as those afforded to active employees. The District does not contribute to the premiums for the retirees but they do qualify for a premium contribution of up to \$150 per month from the FRS depending on years of service. Upon reaching the age of 65, Medicare becomes the primary insurer for CHP plan participants. BCBS participants are allowed to select either Medicare or the traditional plan.

Membership

At September 30, 2017, membership consisted of:

Active Employees	104
Inactive Employees	16

Funding Policy

Effective October 1, 2011, the District no longer contributes premiums for retired senior management employees or regular class employees. The District's Blue Cross and Blue Shield contract establishes the individual premium to be paid by the retired employees. The State of Florida prohibits the District from separately rating retired employees and active employees. As a result, the District's premium charges to retired employees can be no more than the premium cost applicable to active employees.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan (Continued)

Annual OPEB Costs, Net OPEB Obligation

The Employer's annual other postemployment benefits (OPEB) cost (expense) is calculated based on the ARC. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 15 years. The following table shows the calculation of Annual Required Contribution and Net OPEB Obligation for the fiscal year ended September 30, 2017:

Annual Required Contribution (ARC)	\$ 233,309
Interest on Net OPEB Obligation	7,294
Adjustment to Annual Required Contribution (ARC)	<u>(17,927)</u>
Annual OPEB Cost (Expense)	222,676
Employer Contributions Made	<u>71,493</u>
Increase in Net OPEB Obligation	<u>151,183</u>
Net OPEB Obligation (NOO) at Beginning of Year	<u>243,148</u>
Net OPEB Obligation (NOO) at the End of Year	<u><u>\$ 394,331</u></u>

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward the OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/2017	\$ 222,676	\$ 71,493	32%	\$ 394,331
09/30/2016	225,488	80,301	36%	243,148
09/30/2015	144,752	126,009	87%	97,961
09/30/2014	143,360	122,752	86%	79,218
09/30/2013	142,313	114,672	81%	58,609

Funded Status and Funding Progress

The funded status of the plan is as follows:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL) Entry Age	Unfunded (Overfunded) AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
9/30/2016	0	1,826,619	1,826,619	0.00%	5,579,912	33%
9/30/2013	0	1,673,612	1,673,612	0.00%	4,663,252	36%
9/30/2010	0	862,511	862,511	0.00%	6,248,982	14%

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Continued)

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan (Concluded)

Funded Status and Funding Progress (Concluded)

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and includes the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Because the plan has fewer than 100 members, it meets the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, to use the alternative measurement method. This method allows the District to use a simplified model for estimating the OPEB liability. Actuarial methods and assumptions using the alternative measurement method include the following:

Actuarial Valuation Date:	September 30, 2016
Actuarial Cost Method:	Entry Age Normal Cost
Amortization Method:	Level Percentage of Payroll
Amortization Period:	15 Years
Asset Valuation Method:	Unfunded
Discount Rate:	3.0%
Price Inflation Rate:	2.8%
Payroll Growth Rate:	1.5%
Medical Inflation Rate:	5.0% for two years; 3.0% per year thereafter

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017
(Concluded)

Note 12 - Mitigation Bank Financial Responsibility Assurances

The District is authorized by Section 373.4136, Florida Statutes, to permit the establishment of mitigation banks. As part of the permit application, the establishment of a mitigation bank is required to demonstrate the financial ability to conduct the mitigation activities, any necessary management of the site, monitoring of the mitigation, and any necessary correction action indicated by the monitoring. The mitigation banks can provide the demonstrated financial assurance by obtaining a surety bond, performance bond, irrevocable letter of credit, or establishing a trust fund. If a bond or an irrevocable letter of credit is used, a standby trust fund shall be established in which all payments under the bonds or letters of credit shall be directly deposited. If the mitigation bank fails to comply with the terms and conditions of the permit, the District may draw upon the financial assurance provided by the mitigation bank. As of September 30, 2017, the District had \$0 of financial assurances provided by the various mitigation banks.

REQUIRED SUPPLEMENTARY INFORMATION

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

	General Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget
	Original	Final		
Revenues				
Taxes	\$ 1,134,841	\$ 1,171,255	\$ 2,517,665	\$ 1,346,410
Intergovernmental	99,363	99,363	76,346	(23,017)
Investment Income	0	0	191,928	191,928
Miscellaneous	0	0	2,420	2,420
Total Revenues	<u>1,234,204</u>	<u>1,270,618</u>	<u>2,788,359</u>	<u>1,517,741</u>
Expenditures				
Salaries	1,281,833	1,257,414	1,196,434	60,980
Employee Benefits	569,692	569,692	473,142	96,550
Professional/Contractual Services	210,327	203,996	171,284	32,712
Services	527,782	522,019	330,431	191,588
Commodities	89,643	89,643	58,050	31,593
Capital Outlay	135,772	135,772	33,715	102,057
Grants and Aids	8,985,183	8,985,183	5,227,487	3,757,696
Administrative Overhead Allocated	(1,480,845)	(1,471,387)	(1,267,037)	(204,350)
(Total Expenditures)	<u>(10,319,387)</u>	<u>(10,292,332)</u>	<u>(6,223,506)</u>	<u>4,068,826</u>
(Deficiency) of Revenues (Under)				
Expenditures	<u>(9,085,183)</u>	<u>(9,021,714)</u>	<u>(3,435,147)</u>	<u>5,586,567</u>
Other Financing Sources (Uses)				
Transfers in	1,034,056	1,034,056	31,225	(1,002,831)
Transfers (out)	(680,101)	(645,998)	0	645,998
Total Other Financing Sources (Uses)	<u>353,955</u>	<u>388,058</u>	<u>31,225</u>	<u>(356,833)</u>
(Deficiency) of Revenues and Other Financing Sources (Under)				
Expenditures and Other Financing (Uses)	<u>(8,731,228)</u>	<u>(8,633,656)</u>	<u>(3,403,922)</u>	<u>5,229,734</u>
Fund Balance, Beginning of Year	<u>17,998,876</u>	<u>19,018,571</u>	<u>19,018,571</u>	<u>0</u>
Fund Balance, End of Year	<u>\$ 9,267,648</u>	<u>\$ 10,384,915</u>	<u>\$ 15,614,649</u>	<u>\$ 5,229,734</u>

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017
(Continued)**

	Projects Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	\$ 7,510	\$ 7,510	\$ 0	\$ (7,510)
Intergovernmental	26,740,675	27,004,722	8,269,042	(18,735,680)
Federal Grants	2,879,250	2,594,167	1,055,733	(1,538,434)
Investment Income	0	0	19,161	19,161
Miscellaneous	605,960	605,960	360,723	(245,237)
Total Revenues	30,233,395	30,212,359	9,704,659	(20,507,700)
Expenditures				
Salaries	1,635,221	1,647,310	1,536,413	110,897
Employee Benefits	638,318	627,068	558,411	68,657
Professional/Contractual Services	5,545,041	5,519,356	2,922,518	2,596,838
Services	315,578	289,305	187,595	101,710
Commodities	118,425	118,300	70,493	47,807
Capital Outlay	260,381	260,381	132,283	128,098
Grants and Aids	22,491,125	22,491,125	3,940,815	18,550,310
Administrative Overhead Allocated	492,276	489,596	428,071	61,525
(Total Expenditures)	(31,496,365)	(31,442,441)	(9,776,599)	21,665,842
Excess of Revenues Over				
Expenditures	(1,262,970)	(1,230,082)	(71,940)	1,158,142
Other Financing Sources (Uses)				
Sale of General Fixed Assets	0	0	1,663	1,663
Transfers in	680,101	645,998	0	(645,998)
Transfers (out)	0	0	(31,225)	(31,225)
Total Other Financing Sources (Uses)	680,101	645,998	(29,562)	(675,560)
Excess of Revenues and Other				
Financing Sources Over				
Expenditures and Other Financing (Uses)	(582,869)	(584,084)	(101,502)	482,582
Fund Balance, Beginning of Year	1,335,414	1,918,954	1,918,954	0
Fund Balance, End of Year	\$ 752,545	\$ 1,334,870	\$ 1,817,452	\$ 482,582

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017
(Continued)**

	Lands Management Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	\$ 406,432	\$ 439,206	\$ 24,419	\$ (414,787)
Timber Sales	1,500,000	1,500,000	1,568,998	68,998
Intergovernmental	1,639,782	1,639,782	1,635,557	(4,225)
Federal	0	6,500	6,500	0
Investment Income	22,516	22,516	65,198	42,682
Miscellaneous	88,709	120,609	129,444	8,835
Total Revenues	3,657,439	3,728,613	3,430,116	(298,497)
Expenditures				
Salaries	882,116	924,146	892,736	31,410
Employee Benefits	407,809	407,809	407,637	172
Professional/Contractual Services	1,066,718	1,029,441	755,083	274,358
Services	428,440	424,072	402,817	21,255
Commodities	411,045	419,795	324,598	95,197
Capital Outlay	232,961	274,211	211,267	62,944
Grants and Aids	8,000	8,000	8,000	0
Administrative Overhead Allocated	271,129	269,349	264,718	4,631
(Total Expenditures)	(3,708,218)	(3,756,823)	(3,266,856)	489,967
(Deficiency) of Revenues (Under)				
Expenditures	(50,779)	(28,210)	163,260	191,470
Other Financing Sources (Uses)				
Miscellaneous	0	0	23,014	23,014
Transfers (out)	(1,178,555)	(1,178,555)	(133,442)	1,045,113
Total Other Financing Sources (Uses)	(1,178,555)	(1,178,555)	(110,428)	1,068,127
(Deficiency) of Revenues and Other Financing Sources (Under)				
Expenditures and Other Financing (Uses)	(1,229,334)	(1,206,765)	52,832	1,259,597
Fund Balance, Beginning of Year	3,551,868	5,084,253	5,084,253	0
Fund Balance, End of Year	\$ 2,322,534	\$ 3,877,488	\$ 5,137,085	\$ 1,259,597

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017
(Continued)**

	Regulation Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	\$ 1,864,748	\$ 1,795,560	\$ 775,218	\$ (1,020,342)
Licenses and Permits	393,250	393,250	444,810	51,560
Intergovernmental	2,236,492	2,236,492	2,812,923	576,431
Federal	0	6,000	0	(6,000)
Investment Income	3,750	3,750	18,479	14,729
Miscellaneous	10,000	10,000	8,573	(1,427)
Total Revenues	4,508,240	4,445,052	4,060,003	(385,049)
Expenditures				
Salaries	2,015,591	2,013,502	1,812,425	201,077
Employee Benefits	892,287	892,287	733,068	159,219
Professional/Contractual Services	186,121	317,670	246,899	70,771
Services	554,597	533,706	466,056	67,650
Commodities	98,914	98,514	52,416	46,098
Capital Outlay	126,922	136,172	59,241	76,931
Administrative Overhead Allocated	633,808	629,339	521,377	107,962
(Total Expenditures)	(4,508,240)	(4,621,190)	(3,891,482)	729,708
Excess of Revenues Over				
Expenditures	0	(176,138)	168,521	344,659
Excess of Revenues and Other				
Financing Sources Over				
Expenditures and Other Financing (Uses)	0	(176,138)	168,521	344,659
Fund Balance, Beginning of Year	1,523,663	1,757,000	1,757,000	0
Fund Balance, End of Year	\$ 1,523,663	\$ 1,580,862	\$ 1,925,521	\$ 344,659

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017
(Concluded)**

	Mitigation Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 1,182,784	\$ 1,188,745	\$ 726,623	\$ (462,122)
Federal Grants	0	0	0	0
Investment Income	40,000	40,000	174,761	134,761
Miscellaneous	0		2,267	2,267
Total Revenues	<u>1,222,784</u>	<u>1,228,745</u>	<u>903,651</u>	<u>(325,094)</u>
Expenditures				
Salaries	253,623	237,262	179,821	57,441
Employee Benefits	103,091	103,091	67,955	35,136
Professional/Contractual Services	703,882	642,881	335,009	307,872
Services	29,590	50,705	38,145	12,560
Commodities	49,218	104,918	55,375	49,543
Capital Outlay	5,630	12,630	2,119	10,511
Administrative Overhead Allocated	77,750	77,258	50,466	26,792
(Total Expenditures)	<u>(1,222,784)</u>	<u>(1,228,745)</u>	<u>(728,890)</u>	<u>499,855</u>
Excess of Revenues Over Expenditures	<u>0</u>	<u>0</u>	<u>174,761</u>	<u>174,761</u>
Fund Balance, Beginning of Year	<u>1,479,399</u>	<u>1,537,428</u>	<u>1,537,428</u>	<u>0</u>
Fund Balance, End of Year	<u>\$ 1,479,399</u>	<u>\$ 1,537,428</u>	<u>\$ 1,712,189</u>	<u>\$ 174,761</u>

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2017**

Note 1 - Stewardship, Compliance, and Accountability

Budgetary Information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. All annual appropriations lapse at fiscal year-end.

The Board generally follows these procedures in establishing the budgetary data reflected in the financial statements:

- In accordance with Florida Statutes, as amended July 1, 2012, prior to January 15 of each year, Water Management Districts must submit a Preliminary budget for the next fiscal year for legislative review. The preliminary budget will be used as the basis for developing the tentative budget. The tentative budget must be submitted to the District's Governing Board prior to July 15 and to the Executive Office of the Governor (EOG) and Legislature no later than August 1. The tentative budget proposes the operating budget for the fiscal year commencing the following October 1. The budget includes the proposed expenditures and the means of financing them for the upcoming year, along with the estimates for the current year and actual data for the prior year.

The budget is prepared at the Program and Activity level per the requirements of S. 373.536, Florida Statutes and presented to the Board by fund and budget category as required by Chapters 373 and 189, Florida Statutes.

- Public hearings are conducted to allow for taxpayer comment.
- Prior to September 30, the budget is legally enacted through adoption of a resolution by the District's Governing Board in a public hearing.
- The Director of Administration is required by the District to present a monthly financial report and schedule of disbursements to the Board.
- Revisions that alter the total expenditures of any fund or increase an activity by a cumulative amount in excess of \$1,000,000 must be approved by the Executive Office of the Governor and noticed to the Legislative Budget Commission prior to noticing the budget amendment for a District's Governing Board meeting. Budget amendments must be approved under the requirement of Chapter 373 and 189, Florida Statutes.
- Formal budgetary integration is employed as a management control device during the year.
- Budgets for the governmental fund types are presented on a basis consistent with accounting principles generally accepted in the United States of America.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
SEPTEMBER 30, 2017**

FLORIDA RETIREMENT SYSTEM PENSION PLAN

	<u>2017</u>	<u>2016</u>	<u>2015</u>
District's Proportion of the FRS Net Pension Liability	0.014547660%	0.016537167%	0.018788173%
District's Proportion Share of the FRS Net Pension Liability	\$ 4,303,100	\$ 4,175,648	\$ 2,426,745
District's Covered-Employee Payroll (FYE 9/30)	5,279,199	5,628,494	5,371,658
District's Proportionate Share of the FRS Net Pension Liability as a Percentage of its Covered-Employee Payroll	81.51%	74.19%	45.18%
FRS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	83.89%	84.88%	92.00%

HEALTH INSURANCE SUBSIDY PENSION PLAN

	<u>2017</u>	<u>2016</u>	<u>2015</u>
District's Proportion of the HIS Net Pension Liability	0.016710517%	0.017533971%	0.017752284%
District's Proportionate Share of the HIS Net Pension Liability	\$ 1,786,766	\$ 2,043,512	\$ 1,810,454
District's Covered-Employee Payroll (FYE 9/30)	5,279,199	5,628,494	5,371,658
District's Proportionate Share of the HIS Net Pension Liability as a Percentage of its Covered-Employee Payroll	33.85%	36.31%	33.70%
HIS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	1.64%	0.97%	0.50%

Notes to Schedule:

The amounts shown above as reported on the date indicated, have a measurement date of 6/30.

Covered-employee payroll is for the fiscal year shown.

This schedule will build to 10 years of data as information becomes available.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

FLORIDA RETIREMENT SYSTEM PENSION PLAN

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually Required Contribution	\$ 370,750	\$ 426,894	\$ 444,312
FRS Contribution in Relation to the Contractually Required Contribution	<u>(370,750)</u>	<u>(426,894)</u>	<u>(444,312)</u>
FRS Contribution Deficiency (Excess)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
District's Covered-Employee Payroll (FYE 9/30)	\$ 5,279,199	\$ 5,628,494	\$ 5,371,658
FRS Contributions as a Percentage of Covered-Employee Payroll	7.02%	7.58%	8.27%

HEALTH INSURANCE SUBSIDY PENSION PLAN

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually Required Contribution	\$ 87,653	\$ 93,433	\$ 72,751
HIS Contribution in Relation to the Contractually Required Contribution	<u>(87,653)</u>	<u>(93,433)</u>	<u>(72,751)</u>
HIS Contribution Deficiency (Excess)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
District's Covered-Employee Payroll (FYE 9/30)	\$ 5,279,199	\$ 5,628,494	\$ 5,371,658
HIS Contributions as a Percentage of Covered-Employee Payroll	1.66%	1.66%	1.35%

Note to Schedule:

This schedule will build to 10 years of data as information becomes available.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OTHER POSTEMPLOYMENT BENEFIT PLAN (OPEB)
RETIREE HEALTHCARE PLAN
SEPTEMBER 30, 2017**

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL	Funded Ratio	Annual Covered Payroll	UAAL as Percentage of Covered Payroll
09/30/2016	\$ 0	\$ 1,826,619	\$ 1,826,619	0.0%	\$ 5,579,912	33%
09/30/2013	0	1,673,612	1,673,612	0.0%	4,663,252	36%
09/30/2011	0	862,511	862,511	0.0%	6,248,982	14%
09/30/2010	0	3,192,967	3,192,967	0.0%	6,041,315	56%

Schedule of Employer Contributions

Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward the OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/2017	\$ 222,676	\$ 71,493	32%	\$ 394,331
09/30/2016	225,488	80,301	35.6%	243,148
09/30/2015	144,752	126,009	87%	97,961
09/30/2014	143,360	122,752	86%	79,218
09/30/2013	142,313	114,672	81%	58,609
09/30/2012	74,524	58,400	78%	30,968
09/30/2011	73,407	58,563	80%	14,844
09/30/2010	306,907	191,916	63%	114,991

ADDITIONAL INFORMATION

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OFFICIALS
SEPTEMBER 30, 2017**

GOVERNING BOARD MEMBERS

George Roberts, Chairman

Jerry Pate, Vice Chairman

John Alter, Secretary

Gus Andrews

Jon Costello

Marc Dunbar

Ted Everett

Nicholas Patronis

Bo Spring

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Federal Grantor/Pass-Through Grantor/ Grant Program	CFDA Number	Grant ID Number	Expenditures
Federal Awards			
U.S. Department of Homeland Security			
Cooperating Technical Partners	97.045	EMA-2009-CA-5937	\$ 198,256
Cooperating Technical Partners	97.045	EMA-2010-CA-5085	74,316
Cooperating Technical Partners	97.045	EMA-2011-CA-5142	165,134
Cooperating Technical Partners	97.045	EMA-2012-CA-5261	43,265
Cooperating Technical Partners	97.045	EMA-2013-CA-5352	20,823
Cooperating Technical Partners	97.045	EMW-2014-CA-00047	121,002
Cooperating Technical Partners	97.045	EMW-2015-CA-00043	65,444
Cooperating Technical Partners	97.045	EMW-2016-CA-00003	271,613
Total U.S. Department of Homeland Security			<u>959,853</u>
U.S. Forest Service, Fish and Wildlife Foundation			
Passed through the Longleaf Alliance	12.630	1903.16.052256	<u>6,500</u>
U.S. Environmental Protection Agency			
Passed through State of Florida Department of Environmental Protection:			
Water Quality Management Planning	66.454	G0373	<u>61,724</u>
Total Federal Expenditures			<u><u>\$ 1,028,077</u></u>

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2017
(Concluded)**

State Grantor/Program Title	CSFA Number	Grantor Number	Expenditures	Amounts Provided to Sub-recipients
State Financial Assistance				
State of Florida Department of Environmental Protection				
State-wide Surface Water Restoration and				
Wastewater Projects	37.039	G0423	\$ 86,659	\$ 0
Wastewater Projects	37.039	MN004	21,966	0
Wastewater Projects	37.039		77,202	63,671
Wastewater Projects	37.039	S0810	454,250	454,250
			<u>640,077</u>	<u>517,921</u>
Water Management District Operations (State General Revenue)	37.037		3,360,000	121,125
Water Management District Permitting Assistance (State General Revenue)	37.037		1,682,710	0
Water Management District Land Acquisition and Improvement - MFL (State LATF)	37.022		1,500,000	0
Water Management District Land Acquisition and Improvement - Lands Management (State LATF)	37.022		1,610,000	158,270
			<u>8,152,710</u>	<u>279,395</u>
Florida Springs Grant Program (LATF)	37.052	LP01107	2,625	0
Florida Springs Grant Program (LATF)	37.052	S0809	565,347	565,347
Florida Springs Grant Program (General Revenue)	37.052	S0809	118,996	0
Florida Springs Grant Program (General Revenue)	37.052	S0807	158,270	0
Florida Springs Grant Program (LATF)	37.052	S0798	15,000	0
Florida Springs Grant Program (General Revenue)	37.052	S0798	221,100	0
Florida Springs Grant Program (LATF)	37.052	S0869	17,079	0
Florida Springs Grant Program	37.052	S0810	2,578,152	2,578,152
Florida Springs Grant Program	37.052	S0775	270,037	0
			<u>3,946,606</u>	<u>3,143,499</u>
Total State Financial Assistance			<u>\$ 12,739,393</u>	<u>\$ 3,940,815</u>
Total Federal Awards and State Financial Assistance			<u>\$ 13,767,470</u>	<u>\$ 3,940,815</u>

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
SEPTEMBER 30, 2017**

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the Federal and State Award activity of the Northwest Florida Water Management District, and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance, *Audits of States, Local Governments and Non-profit Organizations*, and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

Note 2 - De Minimis Indirect Cost Rate Election

The District did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

Note 3 - Sub-recipients

Of the Federal and State expenses presented in this schedule, Northwest Florida Water Management District provided State Financial Assistance to sub-recipients as follows:

<u>Program Title</u>	<u>State CSFA Number</u>	<u>Amount Provided to Sub-recipients</u>
Water Management Lands Trust Fund	37.037, 37.022	\$ 279,395
State-wide Surface Water and Wastewater Projects	37.039	517,921
Florida Springs Grant Program	37.052	3,143,499

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Governing Board
Northwest Florida Water Management District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Northwest Florida Water Management District, (the District) as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 30, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Certified Public Accountants

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To the Honorable Governing Board
Northwest Florida Water Management District

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS
(Concluded)**

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550,
RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Governing Board
Northwest Florida Water Management District

Report on Compliance for Each Major Federal Program and State Project

We have audited Northwest Florida Water Management District's (the District) compliance with the types of compliance requirements described in the OMB *Compliance Supplement*, and the requirements described in the State of Florida, Department of Financial Services *State Projects Compliance Supplement*, that could have a direct and material effect on each of the District's major federal programs and state projects for the year ended September 30, 2017. The District's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal and state statutes, regulations, contracts, and grants applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Those standards, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program and State Project

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2017.

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To the Honorable Governing Board
Northwest Florida Water Management District

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550,
RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA
(Concluded)**

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program or state project, and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or a state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Accordingly, this report is not suitable for any other purpose.

Durvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2017**

1. Summary of Audit Results

Financial Statements

I. Type of Audit Report Issued on Financial Statements

Unmodified Opinion.

II. Significant Deficiency and/or Material Weaknesses in Internal Control

Audit disclosed no significant deficiencies in internal control over financial reporting.

III. Noncompliance Material to Auditee Financial Statements

Audit disclosed no material instances of noncompliance.

Federal Awards and State Projects

IV. Significant Deficiencies and/or Material Weaknesses in Internal Control Over Major Federal Awards Programs or State Projects

Audit disclosed no significant deficiencies and/or material weaknesses in internal control over major federal award programs or state projects that are required to be reported in the schedule of findings and questioned costs.

V. Type of Audit Report Issued on Compliance with Requirements Applicable to Major Federal Awards Programs and State Projects

Unmodified Opinion.

VI. Audit Findings Relative to Major Programs and State Projects

The audit disclosed no findings required to be reported in under Title 2 *Code of Federal Regulations* Part 200 (the Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

VII. Programs Tested as Major Federal Awards Programs and State Projects Included:

■ Federal Programs	<u>CFDA No.</u>
U.S. Department of Homeland Security:	
● Cooperating Technical Partners	97.045
■ State Projects	<u>CFSA No.</u>
Florida Department of Environmental Protection:	
● Water Management (WM) Lands Trust Fund	37.037
● Florida Springs Grant Program	37.052

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2017
(Concluded)**

1. Summary of Audit Results (Concluded)

VIII. Dollar Threshold Used to Distinguish Between Type A and Type B Federal Programs and State Projects

Federal Programs: \$750,000
State Projects: \$382,182

IX. Low Risk Auditee

The District qualified as a low-risk auditee pursuant to the Uniform Guidance.

2. Findings Related to the Financial Statements Required to be Reported Under Generally Accepted Government Auditing Standards (GAGAS)

The audit disclosed no findings, which are required to be reported under GAGAS.

3. Findings and Questioned Costs for Major Federal Awards Programs and State Projects

The audit disclosed no findings for federal awards programs and state projects, which are required to be reported under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

4. Status of Prior Audit Findings

There were no prior year findings required to be reported in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Honorable Governing Board
Northwest Florida Water Management District

We have examined the Northwest Florida Water Management District's (the District) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2017, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies granting agencies and pass-through entities, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

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MANAGEMENT LETTER

To the Honorable Governing Board
Northwest Florida Water Management District

Report on the Financial Statements

We have audited the financial statements of the Northwest Florida Water Management District, (the District), as of and for the year ended September 30, 2017, and have issued our report thereon dated April 30, 2018.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 30, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1, *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. There were no findings and recommendations made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4, *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

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To the Honorable Governing Board
Northwest Florida Water Management District

MANAGEMENT LETTER
(Continued)

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Monthly Financial Statements

Sections 10.554(1)(i)6.a. and 10.556(9), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District provided monthly financial statements to its Governing Board and made such monthly statements available for public access on its web site. In connection with our audit, we determined that the District provided monthly financial statements to its Governing Board and made such monthly statements available for public access on its web site.

Transparency

Sections 10.554(1)(i)6.b and 10.556(9), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether the District provided a link on its Web site to the Florida Department of Financial Service's Web site to view the District's annual financial report submitted to the Department. In connection with our audit, we determined that the District provided a link on its Web site to the Florida Department of Financial Service's Web site.

Sections 10.554(1)(i)6.c. and 10.556(9), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether the District posted its tentative and final budgets on its web site. In connection with our audit, we determined that the District posted its tentative and final budgets on its web site.

To the Honorable Governing Board
Northwest Florida Water Management District

MANAGEMENT LETTER
(Concluded)

Additional Matters

Section 10.554(1)(i)3, *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Governing Board, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida