

**SPECIAL MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
THURSDAY, NOVEMBER 2, 2017 – 6:00 PM
MEDIA CENTER – JOHNSON COMPLEX
192 COACH WAGONER BLVD**

AGENDA

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the three minute time limit.

I. Consideration of Engaging in Contract with Foreign Affairs Center, Inc.

Any person who desires to appeal any decision at this meeting will need a record of the proceeding and for this purpose, may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 48 hours in advance of the meeting.

Dear Mayor Johnson,

The Foreign Affairs Center, Inc (FAC) is a professional consulting firm that specializes in business advisory services and foreign direct investment. FAC's capital infusion services include partnership development and investor relations by licensed practitioners and well-qualified consultants. Our other areas of expertise include economic development, governmental affairs, as well as cultural affairs, international and diplomatic relations.

We believe our firm is perfectly situated to support your community revitalization and economic development goals and objectives. As you know, our team of consultants are highly experienced professionals in this arena. We have effective oral, written, and interpersonal communication skills - including superior capacity in advocacy and using spoken and written language to persuade and inform elected and appointed officials at all levels of government.

CAPACITY

Our multi-disciplined consultants have technical writing expertise that will be invaluable in preparing a successful Pre-Application to Triumph Gulf Coast, Inc., a nonprofit corporation organized to oversee the expenditure of 75 percent of all funds recovered by the Florida attorney general for economic damages to the state that resulted from the 2010 Deepwater Horizon oil spill. Triumph Gulf Coast, Inc., is required to administer the distribution of the funds to be used for the recovery, diversification, and enhancement of the eight Northwest Florida counties disproportionately affected by the oil spill. Those counties include Escambia, Santa Rosa, Okaloosa, Walton, Bay, Gulf, Franklin and Wakulla.

FAC Consultants have experience with notable community development and revitalization efforts having contributed technical expertise to the State of Florida Affordable Housing Study (2007); State of Florida Comprehensive Planning Guidebook (2008) and Front Porch Florida Market Studies (2008-2009) for 20 local communities throughout the state. FAC recently served as economic and capital development consultants for the South Beach Convention & Casino Project. Please see attached project development overview.

PROPOSED SCOPE OF WORK

In follow-up to our discussions, we wish to offer the following Scope of Work and services to your team for the proposed design/build/finance of various projects in the City of Apalachicola. Initially, FAC will serve as the consultants to complete the Triumph Gulf Coast, Inc pre-application process including, but not limited to the following tasks:

1. Analyze the Pre-Application requirements in order to organize, write and edit proposal content.
 - Prepare a proposal outline and conduct the required research to submit a comprehensive pre-application to TGC.
2. Coordinate a working group to discuss and incorporate stakeholder inputs into the Pre-Application process.. Participate in all planning sessions to fully comprehend the business requirements and establish best strategies and tactics.
 - Facilitation of meetings and presentations etc to key partners (developers, investors, government and economic development officials, etal)

3. Work closely with the appropriate elected and appointed officials; department managers to gather information for the Pre-Application.
4. Solicit and facilitate a public private partnership for the purpose of design, build and financing the desired development projects in the City of Apalachicola
 - Perform due diligence and provide advise on capital development strategy
 - Provide comprehensive assessment of traditional and non-traditional finance sources
5. Design a customized capital structure solution and timeline for your development project(s) as required in the Pre-Application
6. Author, proofread and edit written answers to the Pre-Application for clarity and content, working to ensure that the response document has sufficient quantitative information, such as tables or graphs, and that all questions have been answered.
7. Provide frequent contact with both the public and private sector partners to ensure accuracy of response.
8. Coordinate and Package delivery of the Pre-Application on time to key contact(s).

Critical to the success of the City of Apalachicola Partnership is its ability to:

1. Secure project funding through the State of Florida's TRIUMPH Gulf Coast Inc,
2. Design and implement sustainable strategic community revitalization and economic development projects in the City of Apalachicola and Franklin County.
3. Maximize the benefits and advantages of a public private partnership for local economic development.
4. Create jobs, support businesses, and enhance quality of life for residents

The development plans of the City of Apalachicola and Franklin County meet the criteria for Triumph Gulf Coast, Inc. funding and represent exciting projects. I am confident that our economic development and capital solutions partners will concur. We are prepared to deliver on the above Scope of Work based on a 30-day Term Agreement for a fee of **\$15,000.00** (\$7,500.00 due at contract execution and \$7,500.00 payable upon submission of the completed Pre-Application to the City of Apalachicola).

We look forward to presenting to your group on Wednesday, November 1, 2017 @ 2:30pm. Thank you for the opportunity to represent your interests!

Continued success,

Karema Tyms-Harris
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 Cellular: (202) 460-5141 or (850) 509-7247



TALLAHASSEE

MIAMI

WASHINGTON DC

**AGREEMENT BETWEEN
CITY OF APALACHICOLA
AND
FOREIGN AFFAIRS CENTER, INC.**

This agreement is dated October 31, 2017, and is between CITY OF APALACHICOLA, a local government entity in Franklin County, Florida and THE FOREIGN AFFAIRS CENTER, INC (FAC), a for-profit corporation organized under the laws of the State of Florida.

The City of Apalachicola seeks the assistance of a professional management consultant to provide capital infusion and business advisory services related to submission of a Pre-Application to Triumph Gulf Coast, Inc., a nonprofit corporation organized to oversee the expenditure of 75 percent of all funds recovered by the Florida attorney general for economic damages to the state that resulted from the 2010 Deepwater Horizon oil spill. Triumph Gulf Coast, Inc., is required to administer the distribution of the funds to be used for the recovery, diversification, and enhancement of the eight Northwest Florida counties disproportionately affected by the oil spill. Those counties include Escambia, Santa Rosa, Okaloosa, Walton, Bay, Gulf, Franklin and Wakulla.

The Foreign Affairs Center Inc. (FAC) is a professional consulting firm that specializes in business advisory services and foreign direct investment. FAC's capital infusion services include partnership development and investor relations by licensed practitioners and well-qualified consultants. Our other areas of expertise include economic development, governmental affairs, as well as cultural affairs, international and diplomatic relations.

FAC is willing to act as the professional management consultant and is duly qualified to facilitate the activities of CITY OF APALACHICOLA and related investor or partner organizations. CITY OF APALACHICOLA and FAC enter into this agreement so that FAC can perform the services outlined herein and act as the professional management consultant for CITY OF APALACHICOLA in execution of tasks related to the Pre-Application submitted to Triumph Gulf Coast, Inc., in request of funding for various development projects in the City of Apalachicola.

CITY OF APALACHICOLA (COA) and FAC therefore agree as follows:

- 1) **Term.** The term of this agreement shall be effective **November 1, 2017** and end on **November 31, 2017**.
- 2) **FAC's specific Scope of Work and other duties related to capital development, operational, strategic planning & site selection consultation; and incentive negotiations include:**
- 3) **SCOPE OF WORK**
 - i. Analyze the Pre-Application requirements in order to organize, write and edit proposal content.
 - o Prepare a proposal outline and conduct the required research to submit a comprehensive pre-application to TGC.
 - ii. Coordinate a working group to discuss and incorporate stakeholder inputs into the Pre-Application process. Participate in all planning sessions to fully comprehend the business requirements and establish best strategies and tactics.
 - o Facilitation of meetings and presentations etc. to key partners (developers, investors, government and economic development officials, etal)
 - iii. Work closely with the appropriate elected and appointed officials; department managers to gather information for the Pre-Application.
 - iv. Solicit and facilitate a public private partnership for the purpose of design, build and financing the desired development projects in the City of Apalachicola
 - o Perform due diligence and provide advise on capital development strategy

- o Provide comprehensive assessment of traditional and non-traditional finance sources
- v. Design a customized capital structure solution and timeline for your development project(s) as required in the Pre-Application
- vi. Author, proofread and edit written answers to the Pre-Application for clarity and content, working to ensure that the response document has sufficient quantitative information, such as tables or graphs, and that all questions have been answered.
- vii. Provide frequent contact with both the public and private sector partners to ensure accuracy of response.
- viii. Coordinate and Package delivery of the Pre-Application on time to key contact(s).

OTHER DUTIES

I. Capital Development

- a. Perform due diligence and provide advice on capital development strategy with Triumph Gulf Coast, Inc.
- b. Provide comprehensive assessment of traditional and non-traditional finance sources
- c. Identify developers and support negotiations to secure project funding
- d. Monitor and advise CITY OF APALACHICOLA throughout contract term on all capital development strategies

II. Operational, Strategic Planning & Site Selection Consultation

- a. Comprehensive governmental affairs support at state and local levels for the purpose on writing and submitting the Pre-Application
- b. Partnership and business development with public and private sector entities to enhance revitalization efforts
- c. Consultation on proposed site selection specifications to ensure desired location outcomes
- d. Facilitation of site visits, meetings, presentations etc. to key partners (developers, investors, government and economic development officials, etal)

III. Incentive Negotiations

- a. Review and evaluation of all special incentives, tax credits, rural, small city, and community redevelopment programs
- b. Support with incentive contract negotiations
- c. Monitor and advise CITY OF APALACHICOLA on incentive negotiations and agreements

4) COA's duties. CITY OF APALACHICOLA agrees to perform the following specific duties:

- a. CITY OF APALACHICOLA shall provide FAC with all requested documentation to evaluate project viability and eligibility for specific funding;
- b. CITY OF APALACHICOLA shall participate in conference calls, presentations and in-person meetings as requested by FAC;
- c. CITY OF APALACHICOLA shall inform FAC of any modifications or changes to funding proposals or executed funding agreements resulting from FAC partnership or capital development efforts;
- d. CITY OF APALACHICOLA shall reimburse FAC travel-related expenses. All travel shall be preapproved by CITY OF APALACHICOLA designee in writing before any reimbursable travel occurs.

5) Compensation.

- I. **Fixed Fee for Services.** CITY OF APALACHICOLA agrees to compensate FAC a fixed rate of **\$15,000.00 (USD)** to provide business advisory services related to preparation of the Pre-Application to Triumph Gulf Coast, Inc. The agreement includes all payable project management and consulting fees for this specific engagement.
 - a. FAC will invoice CITY OF APALACHICOLA a fixed rate of **\$7,500.00 upon contract execution payable at the initial transaction closing on or before November 3, 2017.**
 - b. FAC will invoice CITY OF APALACHICOLA a fixed rate of **\$7,500.00 upon submission of the completed Pre-Application to the City's Key Contact.**

- 6) **Confidentiality.** All information, financial and other data, business and strategic plans resulting from this project and agreement are strictly confidential and will be held confidentially and not disclosed to third parties without the prior written consent of the CITY OF APALACHICOLA and the FOREIGN AFFAIRS CENTER, INC.
- 7) **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims. This agreement, and the rights and liabilities of the parties under this agreement are governed by the laws of the State of Florida and venue in any dispute arising from this agreement will be in Franklin County, Florida.
- 8) **Entire Agreement.** The terms and provisions of this agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this agreement and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change, alteration, or modification of this agreement shall be effective unless made in writing and signed by both parties.
- 9) **Authorization.** The signatories of this agreement represent that they have been duly authorized to execute this agreement and to bind the respective parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year indicated below:

Signed:		Title:
Printed Name:		Initials for Date:
Date:	10/31/2017	
Company:	The City of Apalachicola	

Signed:	<i>Karema T. Harris</i>	Title:	President & CEO
Printed Name:	Karema Tysms-Harris		
Date:	10/31/2017	Initials for Date:	<i>kth</i>
Company:	Foreign Affairs Center, Inc		

South Beach Convention Hotel & Entertainment Center



Introduction

South Beach, LLC, a development partnership, proposes to build a mixed-use development that includes a conference center hotel, with parking garage, and a mixed use entertainment facility that will feature fine dining and a casino gaming floor along South Beach Boulevard in Hancock County, Mississippi. The plan is to build a first-class, mixed-use development along the Gulf that will support the much needed conference trade for the county, and the hotel and facilities will augment the state's most successful tourist and camping site, Buccaneer State Park. The site is approximately 3.93 acres located at the intersection of South Beach Blvd. and Lake and Poinset Ave.

The project is designed to enhance the community assets of Hancock County while also achieving the State of Mississippi's goal of having new, tourism-related development projects drive an increase in new visitors to the state, and an increase in economic development and tourism. To accomplish that, the project has several unique features that currently do not exist in the county, including:

- Conference Hotel operated by a boutique hotelier that rotates an established, national pipeline of small-to-medium sized conferences and meetings throughout its leased and/or owned venues.
- Hotel with waterfront views of Mississippi Sound and the Gulf of Mexico that includes a new pedestrian and bicycle path to the nearby beach.
- Family-friendly, Mixed-use facility that, while it includes a casino gaming floor as part of the entertainment space, does not have gaming as the key feature.
- Connectivity to Buccaneer State Park, via a new pedestrian/bicycle path and shuttle service that is linked to the new facility's pedestrian drop off. Buccaneer State Park, located less than one (1) mile from the project site, is a premier destination visited by over 500,000 families annually that features numerous attractions for both adults and kids, including a new Water Park.

The Partnership has secured land rights for a Phase II mixed-use housing, hotel, and entertainment facility within one mile west of the Phase I site.