IN THE NAME AND BY THE AUTHORITY OF THE STATE OF FLORIDA
IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA IN AND FOR
ESCAMBIA COUNTY, FLORIDA
AT THE FIRST TERM HEREOF,
IN THE YEAR OF OUR LORD,
TWO THOUSAND AND EIGHTEEN

REPORT

WE THE GRAND JURORS OF THE STATE OF FLORIDA, LAWFULLY SELECTED, IMPANELED AND SWORN, INQUIRING IN AND FOR THE BODY OF THE COUNTY OF ESCAMBIA UPON THEIR OATHS AS GRAND JURORS, DO PRESENT THE FOLLOWING REPORT.

At the request of the Office of the State Attorney, we have reviewed the operations, policies and procedures of the Emerald Coast Utilities Authority (ECUA). This review was very extensive and involved actions by the Board, ECUA executive director Stephen Sorrell, and ECUA attorneys Bradley Odom and Richard Barlow. Issues that we have considered include eminent domain proceedings, Sunshine and Public Records, and Board supervision, as well as the Board's delegation of authority. We have heard testimony from almost twenty witnesses and reviewed hundreds of pages of documents. Based upon our review of this matter, we have determined that criminal charges are not appropriate and therefore return a NO TRUE BILL. We are, however, deeply concerned by the testimony we have heard and believe that the citizens of Escambia County should be made aware of our findings and recommendations. For that reason we issue this report.

BACKGROUND

The Emerald Coast Utilities Authority was created by a special act of the Florida Legislature. The purpose of this Act was to consolidate certain utility services previously provided by the City of Pensacola or Escambia County. The governing body of the Authority is a five-member board elected in staggered elections every four years. Current salary for board members is $39,070 plus $200 per month for expenses. Board members are not subject to term limits. ECUA is an independent special district and is subject to the requirements of both the Florida in the Sunshine Law and Florida Public Records Law. The current board members are Lois Benson, Dale Perkins, Larry Walker, Vicki Campbell and Elvin McCorvey.

The special act requires the Board to hire an executive director who is responsible for the day-to-day operations of ECUA. The Board is specifically given the responsibility of supervising the executive director. The current executive director is Stephen Sorrell, who has been in that position just short of sixteen years. His salary at this time is approximately $190,000. ECUA also contracts with the law firm of Odom and Barlow, P.A. for legal advice and representation. This firm, or its predecessor, have represented ECUA since it was created. Odom and Barlow bill ECUA on an

hourly basis for all work they performed. Bradley Odom is the attorney who primarily works with ECUA. He has worked for them in one capacity or another since 1994.

In September 2004, Hurricane Ivan hit the Pensacola area causing extensive damage. One area of damage was the Main Street Sewage Plant located in downtown Pensacola. With both FEMA and insurance money available, this was viewed as an opportunity to build a modern sewage plant in a central part of the County. Part of this project required the construction of a major sewage line to reroute sewage from downtown to the new plant. In order to do this, ECUA had to obtain easements over approximately 150 parcels of land. The vast majority of these easements were obtained with no problems, but approximately twelve cases resulted in the filing of a lawsuit by ECUA under the eminent domain law.

Eminent domain is a legal proceeding that allows a governmental agency to obtain property or an interest in property when such property is necessary for the governmental agency to perform its job. The law is designed to protect both the governmental agency and the property owner. The governmental agency must pay a fair price for the property as well as attorney's fees and costs incurred by the landowner. ECUA has the authority to exercise eminent domain but must first receive approval from the Escambia County Board of County Commissioners.

The ECUA board voted to give "unlimited authority" to executive director Stephen Sorrell to make decisions involving the Main Street Sewage Plant relocation project. This included decisions regarding the purchase of properties or easements as well as decisions related to the settlements of lawsuits. Evidence we have received indicates that this grant of unlimited authority violated the Board's duty to supervise Sorrell and also constituted an improper delegation of the Board responsibilities.

BEAR MARCUS POINTE, LLC

Bear Marcus Pointe, LLC is a limited liability corporation that owns approximately 22 acres of land in the Marcus Pointe area. A portion of the property is leased to the Lewis Bear Company for use as an office and distribution center. There is only one road that provides access to the facility and it is used by large trucks to both receive and deliver products. Representatives of ECUA first approached Bear Marcus Pointe in March 2007 to discuss the purchase of an easement over their property. This easement would be more than 1000 feet long and would cross the access road and a retention pond. It would also follow an existing Gulf Power easement. ECUA's plan was to install a 100 pound per square inch 42 inch forced main sewage line that would be entirely underground with no above ground aspects. On September 25, 2007 ECUA offered $5,000 for this easement.

Bear Marcus Pointe first attempted to have the pipeline rerouted to avoid their property. When this failed, they had a preliminary appraisal done that gave a value of approximately $31,000 for the easement. They then made an offer to ECUA of $31,000 together with a number of specific conditions. The most important of the conditions was that ECUA provide indemnification, hold harmless and coverage under ECUA'S self-insurance. This provision would require ECUA to indemnify and protect Bear Marcus for any claim made against them in the event that ECUA's pipeline caused damage. Various witnesses described the conditions requested by Bear Marcus, including hold harmless and indemnification, to be reasonable and customary. A representative of

Gulf Power testified that they receive similar requests, including indemnification, on a daily basis, and that these requests are granted. He could think of no reason this request would have been refused and further, that Gulf Power would make a similar request if someone sought an easement over property that they own or where they had an easement. In fact, Gulf Power and ECUA entered into encroachment agreements that covered various locations where Gulf Power owned easements and ECUA needed to cross for their new pipeline. In each of these agreements, ECUA gave Gulf Power indemnifications, hold harmless and coverage under their insurances. Included in these encroachment agreements was the property owned by Bear Marcus Pointe. Despite all of this, ECUA rejected Bear Marcus Pointe's offer and suit was filed. It should be noted that when the pipeline was actually constructed, all conditions requested by Bear Marcus Pointe, with the exception of the indemnification and hold harmless, were fully complied with.

After suit was filed, Bear Marcus Pointe made multiple offers to settle. In each of these offers they asked for the same conditions previously requested together with payment for the easement, attorney's fees, expert witness fees and costs. Bear Marcus Pointe's attorney testified that if indemnifications had been provided the maximum that would have been paid to the property owner in the first two offers would have been less than $31,000.

These settlement offers were never presented to the Board for their review. The decision to reject the offers were made by ECUA's attorneys and executive director. In a written report to the Board after the third offer, Sorrell stated that while Bear Marcus had reduced its request for the easement to $6,000, they had included "all kinds of indemnifications and other payments." He further wrote that because the property owner's attorney's fees would be "inconsequential", ECUA was not interested in settling at that time.

Sorrell testified that Bear Marcus was requesting $200,000.00 to settle the case. This appears to refer to a request by Bear Marcus Pointe for ECUA to pay approximately $150,000 for the purchase of additional insurance to cover any damage caused by ECUA's pipeline. Sorrell seemed unaware that this request was an alternative and would not have been necessary if indemnification had been provided. He testified that these offers were rejected on advice of the attorneys. The only reason ever given for refusing to provide indemnification was because it was not given to other property owners and they did not want to treat Bear Marcus Pointe differently. This statement was made even though indemnifications had been provided to Gulf Power for the *same piece of property* and while Sorrell testified that ECUA would cover any damage caused by their pipeline, this promise was never put in writing.

On the eve of trial, an agreement was reached on the value of the easement itself. ECUA agreed to pay $27,028 for the easement. Part of the reason for this was that there were two snorkels installed on the property to vent sewer gasses from the pipeline. These snorkels were not on the plans presented to Bear Marcus Pointe and were only discovered after they had been installed. The case then proceeded to trial on September 10, 2012 on the issue of severance damages. The jury ruled in ECUA's favor on this issue and awarded no additional damages.

Following trial, Bear Marcus Pointe's attorneys filed Motions to recover attorneys' fees, expert witness fees and other costs. These motions were filed on September 24, 2012. In their request for attorneys' fees, Bear Marcus Pointe argued that the eminent domain statute was unconstitutional as

applied in this case. This was an argument that was unanticipated by ECUA's attorneys. The court agreed with Bear Marcus Pointe and on March 17, 2014, entered four orders assessing attorney's fees and costs. In these orders ECUA was required to pay $177,069.30 in fees and costs and $427,000 in attorney's fees. Included in the attorney's fees was $33,376 awarded as sanctions against ECUA because their attorneys failed to provide discovery in a timely manner. We have heard testimony that such a sanction is unusual and something courts are reluctant to impose. No Board member was aware of this sanction.

On March 20, 2014, these orders were electronically served on attorneys for both parties. The Fixel Law Firm, the attorneys for Bear Marcus Pointe received their copies. Allegedly, Odom and Barlow did not. Approximately 35 days after the orders were served, the Fixel Firm contacted Odom and Barlow to determine the status of payment. Odom and Barlow were still unaware of the orders at that time. Fixel, over two emails, provided copies of the four orders. Even at that point, Odom and Barlow did not realize that the order assessing attorneys' fees had been entered. As a result of the failure of Odom and Barlow to receive the orders in a timely manner, the 30-day time to file a Notice of Appeal had expired.

On April 28, 2014, Richard Barlow sent a letter to Sorrell indicating that the court had entered three orders requiring the payment of $177,069.39 for expert fees and cost and $33,376 for attorneys' fees relating to discovery violations. Barlow indicated that the court acted within its discretion and that "we do not believe any appeal of these Orders would be prudent." No mention was made that the orders had not been received in a timely manner or that the time for filing an appeal had expired. Sorrell directed that these payments be made. No action was taken by the Board to direct these payments.

On May 8, 2014, Barlow sent an email to Sorrell indicating that he had just received the order assessing attorney's fees. That order required ECUA to pay an additional $393,624 to the Fixel Firm. That email disclosed that the time for filing an appeal had expired, but asked that Sorrell consider an appeal if one was possible. This recommendation was made even though Barlow acknowledged that ECUA would "have to pay for the landowners attorneys' fees on appeal as well." The following week Odom and Barlow filed a Motion for Relief from Order so that an appeal could be taken. This decision was made by Sorrell and the attorneys without a vote by the Board.

A court hearing on ECUA's Motion was held in August 2015. At that hearing, testimony indicated that Odom and Barlow's server was specifically configured to drop and permanently delete emails perceived as spam without alerting the recipient that the email was deleted. Barlow was advised that this should not be done because the built-in spam filter was unreliable and could result in the filtering of legitimate emails as spam. Barlow was advised to hire a third party to handle spam filtering but this suggestion was rejected because he did not want to spend the extra money. Additional testimony indicated that Odom and Barlow's server was purposely configured not to create any email logs and did not have a backup or disaster recovery process. The overall opinion of the experts was that the order assessing attorneys' fees was properly delivered to Odom and Barlow's server but may have been deleted as spam.

After the hearing, on November 24, 2015, the court issued an order denying ECUA's request to set aside the order assessing attorneys' fees. ECUA then appealed that order to the First District

Court of Appeals. That decision was made solely by Sorrell on the advice of the attorneys. Again, no information was given to the board regarding the decision to take the appeal.

In August 2017, the First District issued an opinion against ECUA upholding the lower court's ruling. In that opinion, the court concluded that Odom and Barlow's email system was defective and that there was no excuse for not having knowingly received the order. The opinion was very critical of Odom and Barlow and held that its practices were not excusable. On August 15, 2017 Odom advised the Board of this ruling by email.

Despite the ruling, ECUA then filed for rehearing, rehearing en banc and asked to certify the case to the Florida Supreme Court. All these requests were denied. The First District did issue a new opinion reaffirming its previous ruling. The court also ordered ECUA to pay Bear Marcus Pointe's attorneys' fees for the appeal.

In December 2017, Odom and Barlow withdrew from representing ECUA in this case. John Trawick, an attorney who had previously worked for ECUA on specific cases, was hired to try to negotiate a reduction in the amount of attorneys' fees Bear Marcus Pointe was seeking. Trawick was able to get a reduction of just over ten percent. Sorrell directed Trawick to have this agreement reduced to a court order so that he could pay it without taking it before the Board. The stated reason for this procedure was to comply with opposing council's request that some of these fees be paid before the end of the year. ECUA paid an additional $468,698.09 in attorneys' fees and costs after Odom and Barlow failed to receive the court's order.

The litigation between Bear Marcus Pointe and ECUA lasted more than ten years and cost ECUA more than $1.3 million dollars. This includes a minimum of $112,000 paid to Odom and Barlow. This is a minimum because it does not include the first two years of the litigation. Not one Board member was aware of the total amount paid in this litigation. Two Board members testified that they have recently requested information regarding how much Odom and Barlow had been paid but were not yet provided that information.

MALPRACTICE CLAIM AGAINST ODOM AND BARLOW

As previously discussed, Odom and Barlow allegedly did not receive a copy of the email where the order assessing attorneys' fees was served. This order should have been received on March 20, 2014, but according to Richard Barlow they did not receive a copy until May 8, 2014. As a result, ECUA lost the right to appeal the court's order and spent more than $468,000 trying unsuccessfully to recover that right. It is unclear when the ECUA Board was made aware of the full extent of this error. Executive director Stephen Sorrell testified that he thought the cause was just a spam error. Bradley Odom testified that the Board was advised on May 8. This appears to refer to Barlow's email of May 8, 2014 to Sorrell where Barlow wrote "We have considered appealing the order; however, there may be some difficulty with getting an appeal heard as the time to appeal is thirty days from the entry of the order." There was no further discussion as to why the thirty days had expired. A more complete explanation was given by Odom in an email to Board members when the District Court of Appeals issued its first opinion.

Odom and Barlow withdrew from representing ECUA in the Bear Marcus Pointe case in December 2017. Even though they had withdrawn from the case, they remained somewhat involved. This withdrawal was after Board Chair Lois Benson advised Odom that they were considering a malpractice claim. Despite this notice, the Board did not take any additional action until May 24, 2018, when they voted to hire a Tallahassee Firm to explore the claim. This action was not taken until after Board members were interviewed by representatives of the State Attorney's Office.

Part of this inaction might have been as a result of misinformation provided to the Board by Stephen Sorrell. When John Trawick was first hired by ECUA, he had a brief conversation with Sorrell, lasting less than five minutes, regarding a malpractice claim against Odom and Barlow. At the time, Trawick was unfamiliar with the case and had not reviewed any documents. Trawick indicated to Sorrell that he could not give an opinion because he had a conflict because he was hired through Odom. Additionally, he said that no one in Pensacola would handle it and he later provided the names of several out of town firms that handled attorney malpractice cases. He did say that a simple computer error did not sound like much of a claim but that ECUA should have an attorney review the case.

In a Board report dated December 18 – December 22, 2017 Sorrell wrote that Trawick indicated "that he does not feel that a computer error would be a sufficient reason to file a malpractice suit of any kind." Sorrell concluded by writing "With the recommendation from Mr. Trawick that it would be expensive and we have a very weak case because of the involvement of a computer error, he does not feel that we will prevail." We believe that Sorrell did not accurately reflect the conversation he had with Trawick.

PALAFOX PARTNERS LTD.

We reviewed a second case involving eminent domain. In this case, ECUA was not seeking an easement, but was attempting to take property for the site of a Lift Station. This particular piece of land was located on North Palafox St. behind the old Medical Center/Health Department Building. When ECUA first had this property appraised, they determined a value of the taking to be $145,000. When this offer was rejected, a suit was filed October 4, 2007 to take the property. After two years of litigation and on the eve of trial, it was determined that this appraisal was not accurate. It had underestimated the value of the land as well as damage to the remaining property. ECUA agreed to settle the case for $1,395,000. This amount was broken down to the value of the property taken, $441,672.00; severance damages $588,454.14; property owners attorneys' fees $241,281.53; property owners cost $123,592.33. This does not include fees and cost paid to Odom and Barlow. Had this appraisal been correct or the error discovered earlier, ECUA might have saved a substantial amount of money.

It is interesting to note that this case was brought before the Board in a private litigation session and that the Board voted to approve the settlement. Something that never occurred in the Bear Marcus Pointe case. A transcript of that meeting is now a public record.

SUNSHINE LAW

Florida law provides a procedure where public boards that are under the requirements of the Florida Government in the Sunshine Law may meet in private to discuss pending litigation with their attorney. In order to have such a meeting, the following conditions must be met: the board's attorney must advise the board that he or she desires advice concerning pending litigation; the subject matter of the meeting must be confined to settlement negotiations or strategic session related to litigation expenditures; the entire session must be recorded by a certified court reporter; the board must give reasonable public notice of the meeting as well as the names of the persons attending; finally, the session must begin and end at a public meeting. No decisions may be made at such a litigation or shade meeting.

In all meetings the proper procedure was followed to announce the meeting. The names were announced and a court reporter was present. The case that was being discussed was generally not named in the public meeting. A review of the transcripts indicate that the discussions go beyond settlement negotiations or strategy sessions. These sessions went to a point just short of a formal vote at which time the Board returned to the public meeting. Once in the public meeting the following procedure is described in the minutes:

> A motion was made by Mr. Perkins, seconded by Ms. Campbell, to approve the settlement as was discussed in the private session. Motion carried 5-0.

A similar vote was taken following all litigation sessions.

Attorneys for ECUA testified that this procedure was necessary for strategic reasons. This is not necessarily true. In several litigation meetings we reviewed, the parties had already agreed to and signed settlement agreements at the time the session was held. The purpose of the litigation session was for the Board to approve previously agreed terms. In these cases, there was no need for the litigation session to be kept secret.

We are greatly concerned that this procedure violates both the spirit and the letter of the law. A shade meeting cannot be used to crystallize a secret decision to a point just short of ceremonial acceptance.

PUBLIC RECORDS

During the course of our review we have received testimony regarding the use of emails by ECUA employees as well as Board members. While not a violation of the Florida Public Records Law, we are extremely concerned that the current procedure can result in the loss of public records. We have been advised that other procedures are available that are better and reasonably priced. At least two Board members use private email addresses to conduct ECUA business. This might result in the loss or failure to maintain public records. We have also been advised that ECUA does not have an email archiving system and does not subscribe to the Google archiving service. Individual users are expected to maintain emails on their local workstations. An archiving system

would capture all emails as they are sent or received. This would prevent individual users from accidently or intentionally deleting emails.

BOARD DOCUMENTS

We have reviewed numerous documents that have been filed in the official records of Escambia County. These include warranty deeds, encroachment agreements, and various other documents involving real property. Each agreement that we have reviewed was signed by Stephen Sorrell on behalf of the Board. While it is within the authority of the Board to delegate this responsibility, we are concerned about the manner in which it is done. One warranty deed referred to a specific resolution as giving Sorrell the authority to sign the document. A reading of that resolution, however, only gives him the authority to prepare and list a piece of the property for sale. It in no way authorizes him to sign any documents. Others have a paragraph for the listing of a resolution, but the paragraph is left blank. Still others have no reference to authorization to sign at all. We have been advised that other boards, particularly the County Commission for Escambia County, have the Board Chair sign all such documents. The only reason given for ECUA not following this same procedure was that the signing of such documents is a ministerial function and that it might be inconvenient for the Board Chair to sign.

ADAMS HOMES

Adams Homes is a builder of single family detached residential homes. In the early 2000's, they purchased 80 lots in a subdivision called Logan Place. As a result of the downturn in the economy, it took a number of years for this development to be completed. Two of the lots in the subdivision bordered on an easement that ECUA had to access a lift station. Adams Homes made a decision to build spec homes on these lots. In preparing those lots for construction, it was determined that a gate on ECUA's easement encroached on one of the lots, and Adams Homes requested that it be moved. Adams Homes estimated the cost to move the gate was approximately $500. Instead of moving the gate, ECUA, through its attorneys, made multiple offers to buy the lot. The only reason given to purchase the lot was that in order to move the gate a power pole would also have to be moved at a cost of $90,000. Adams Homes justifiably rejected all offers as inadequate and ECUA did not accept their counteroffer.

When Adams Homes refused ECUA's final offer, Richard Barlow wrote a letter threatening eminent domain in order to take the property. A request was made to the Board of County Commissioners by ECUA to exercise eminent domain, but this request was not approved. Eventually, ECUA moved the gate and Adams Homes successfully sold both homes. The power pole in question was never moved.

FINDINGS AND RECOMMENDATIONS

We make the following findings and recommendations.

ECUA BOARD

We find that the Board has been grossly negligent in their supervision of the executive director, Stephen Sorrell. This is particularly true in the matter involving Bear Marcus Pointe and in their delegation to Sorrell of unlimited authority.

We believe that the absence of term limits on Board Members has created a sense of complacency and has fostered an overreliance on the executive director and attorneys. An amendment to the Special Act should be considered that would place term limits on Board Members.

A clear policy should be established regarding the signing of documents, particularly those involving real property. We believe that the Board Chair should sign such documents. Whenever the executive director is authorized to sign documents on behalf of the Board, there should be clear direction by way of resolution giving that authorization.

There should be a policy, with deadlines, to honor commitments so that builders and developers can properly plan future projects. ECUA should formalize the development process in order to provide cost predictability related to design standards, requirements, and timelines once initial plans have been submitted. The Board should hold a public forum to discuss the development process.

ECUA should develop an advisory board to review engineering manuals and standards to ensure that the manuals are consistent with other similar water and sewer agencies. Public stakeholders should be involved in this process.

We strongly recommend that the Board hire an in-house attorney and support staff who are paid by salary and not on an hourly basis. We believe this would reduce the incentive of litigation and would foster good will with businesses and individuals that ECUA works with. We also recommend that ECUA maintain a relationship with an attorney who specializes in eminent domain cases.

Indemnity and hold harmless agreements should be in all easements unless specifically prohibited by law. This is standard practice for Gulf Power Company. ECUA has given such coverage to Gulf Power but refused the same request by the owner of the property.

There should be specific policies in place requiring ECUA attorneys to provide regular briefing on attorney's fees and litigation costs in pending cases.

We recommend that appraisal procedures be reviewed particularly as they relate to eminent domain cases. We have noticed appraisals that were considerably under value that resulted in potentially unnecessary litigation.

ODOM AND BARLOW

We find that Odom and Barlow heavily misled the Board and failed to keep them informed regarding pending litigation. Information involving settlement offers and discovery sanctions were never presented to the Board. Odom and Barlow did not advise the Board in a timely manner regarding issues with their e-mail system or the missed deadline for the filing of an appeal. This resulted in four years of additional litigation and more than $460,000 in cost to ECUA.

We recommend that ECUA continue to pursue possible legal malpractice claims against Odom and Barlow.

Board members have indicated that they have asked for documents regarding legal fees and expenses, but have not been provided that information. Information regarding attorney expenses should be available at all times. ECUA should establish accounting procedures to make this information readily available.

We find that Odom and Barlow were making policy decisions. This should not continue. We specifically find that they made policy decisions regarding indemnification and hold harmless agreements.

In their testimony, Board members have been very supportive of Bradley Odom. Other witnesses did not share this opinion. In his testimony, we found Odom to be both unprofessional and unprepared. We make these findings because they are important and should be considered by the Board in future decisions.

STEPHEN SORRELL

We recommend that an independent review be conducted to determine if Stephen Sorrell should retain his position as executive director of ECUA. Of particular concern are his actions in the Bear Marcus Pointe case. We recommend that the employment contract for the executive director be renegotiated every two years with no automatic renewal provision. The current contract has been in place since 2004.

We recommend that the executive director be formally evaluated annually and that a public feedback component should be included.

SUNSHINE/PUBLIC RECORDS

We find that the Board had a general lack of knowledge involving the Sunshine and Public Record Laws. We recommend that the Board establish clear policies and procedures relating to Sunshine and Public Records to maintain compliance with these requirements.

We recommend ECUA contract with an outside agency to provide annual training for all employees on the requirements for both Sunshine and Public Records. Either the Attorney General's Office or the First Amendment Foundation may be available to provide this training.

All employees, including Board members, should only use official e-mail accounts when conducting ECUA business. ECUA should establish an archiving system to maintain all e-mail in an offsite location.

ECUA should require that any outside agency that contracts with ECUA comply with all applicable laws regarding Public Records.

BOARD MEETING / SHADE MEETINGS

Board meetings are currently held on Thursday afternoon at 2:00 p.m. We recommend that the meetings be moved to the evening similar to the practices of both Escambia County and the City of Pensacola. This should result in greater citizen attendance and input.

ECUA should explore broadcasting Board meetings live similar to that done by Escambia County. Meetings should be advertised in multiple ways.

Topics of shade meetings should be announced in public meetings. This procedure is used by Escambia County.

Transcripts of past shade meetings should be posted to the ECUA website as soon as they become a public record.

The Board should hold litigation or shade meetings in all pending cases. Shade meetings may be used to have strategy sessions regarding litigation expenditures. This may help avoid the costly litigation that we have reviewed.

Finally, we write to request that the State Attorney's Office continue to review these matters to determine if further actions are appropriate. This recommendation includes concerns regarding Sunshine and Public records violations by the Board, Stephen Sorrell and Odom and Barlow. We

direct that the State Attorney provide a copy of this report together with the Opinion issued by the First District Court of Appeal to the Office of the Governor and the Florida Bar as well as our local legislative delegation.

JULY 17, 2018
DATE

FOREPERSON

JOHN W BOLYARD