

# COMMUNICATIONS AND PUBLIC RECORDS POLICY

for  
The Gulf Consortium

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## DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in the Gulf Consortium Policies:

1. “Board” means the Board of Directors of the Gulf Consortium.
2. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
3. “Consortium” shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
4. “Contractor/Consultant” means any person having a contract with the Consortium.
5. “Data” means recorded information, regardless of form or characteristic.
6. “Designee” means a duly authorized representative of a person holding a superior position.
7. “General Counsel” shall refer to the person or persons retained to provide legal counsel to the Consortium.
8. “General Manager” shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
9. “Person” means any business, individual, committee, club, other organization, or group of individuals.
10. “Services” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance.
11. “Subrecipient” means a Gulf Consortium member county that receives a subaward of a grant received by the Gulf Consortium from a federal agency.

## **COMMUNICATIONS AND PUBLIC RECORDS POLICY BACKGROUND**

The purpose of this Communications and Public Records Policy is to: (1) provide policies and procedures for the Gulf Consortium to follow when engaging with the public and other governmental agencies to foster clear and effective channels of communication; and (2) ensure compliance with public records inspection, production, and retention requirements imposed by Florida law.

## **COMMUNICATIONS AND PUBLIC RECORDS POLICY**

### **CPR-1. CHANNELS OF COMMUNICATION**

#### **CPR-1.1 RESTORE Council**

The Board has delegated to the General Manager and General Counsel all day to day correspondence with the RESTORE Council and its staff. The General Manager shall work to ensure that Gulf Consortium Board Members are timely informed of interactions with and material information disseminated by the RESTORE Council at regularly scheduled intervals, but not less than quarterly, including through communication with individual Board members when necessary.

CPR-1.1.1 The General Manager shall assign at least one contact person to be available for the RESTORE Council to communicate with directly.

CPR-1.1.1 From time to time the Board may delegate other Consultants to engage in communication with RESTORE Council.

#### **CPR-1.2 State & Federal Agencies**

The Gulf Consortium may delegate the responsibility for communicating and coordinating with State and Federal agencies to the General Manager, General Counsel, or such other Consultants as determined by the Board. The General Manager shall ensure that the Board is timely informed of any relevant communications with State and Federal agencies, including through communication with individual Board Members when necessary.

CPR-1.2.1 All formal, direct inter-agency agreements will be made publicly available on the Gulf Consortium's website. This does not include inter-agency agreements between the Consortium and its subrecipients.

CPR-1.2.2 Communication with individual board members must be conducted in a manner which complies with Chapter 286, Florida Statutes, the "Sunshine Law."

#### **CPR-1.3 Grant Subrecipients**

The General Manager will be the direct point of contact for the Subrecipients for all matters pertaining to grant applications and management. The General Manager shall compile all activity of the Subrecipients in a meaningful way and

routinely disseminate that information to the Board.

CPR-1.3.1 The General Manager shall designate at least one individual staff member who will be the primary point of contact for the Subrecipients.

#### **CPR-1.4 Other Stakeholders**

Communication with all other stakeholders shall be through the General Manager. The General Manager shall inform the Board of relevant communications with stakeholders where appropriate.

## **CPR-2. COMMUNICATION AND TECHNOLOGY**

All Gulf Consortium communication outlets including but not limited to email, telephone, social media sites, and websites operated by or on behalf of the Gulf Consortium are for business use only and personal use is prohibited. The use of any of these mediums to transmit or receive inappropriate messages, to access inappropriate information, or to harass another party is strictly prohibited. Inappropriate messages and information include but are not limited to, those that are for personal benefit and those involving discriminatory, hostile, suggestive, obscene, or otherwise unsuitable language and downloading of software onto the Gulf Consortium's computers, website(s) and/or social media sites.

#### **CPR-2.1 Email**

The General Manager oversees incoming and outgoing email for the Consortium and may use email to manage internal affairs and communications on a daily basis.

CPR-2.1.1 All email users are responsible for the content of the messages they send. Each message should be courteous, professional, businesslike, and written in language and tone acceptable for general public review.

#### **CPR-2.2 Privacy**

CPR-2.2.1 E-mail users should have no expectation of privacy in the content of their e-mail. All e-mail, whether personal, transitory, or public record, is subject to inspection by the General Manager or its designee.

#### **CPR-2.3 Security**

The General Manager is responsible for the security and maintenance of their local area network.

CPR-2.3.1 In order to maintain security, passwords shall comply with cybersecurity best practices. Users shall not disclose their passwords to others or record/post their password where it can be compromised.

CPR-2.3.2 Certain sensitive information, such as personally identifiable information, will be only accessible by the senior members of the General Manager's team. If senior members of the General Manager's team depart, those members' security rights shall be terminated immediately.

CPR-2.3.1 The General Manager shall oversee and provide due care for the Gulf Consortium’s electronic data including back-up solutions which adhere to industry standards. Any data loss or theft shall be immediately reported to the Board.

### **CPR-3. SOCIAL MEDIA POLICY**

#### **CPR-3.1 General**

The Gulf Consortium may at times utilize Social Media as a means to disseminate information to the public and provide for news and updates concerning the goals and objectives of the Consortium, the State Expenditure Plan, and the status of projects contained in same. “Social Media,” as used herein, means and includes blogs, websites, Facebook profiles/pages, Twitter feeds, Instagram, and related websites available for the dissemination of information and viewing by the public. The rules set out herein are intended to provide for the responsible and appropriate use of social media in furtherance of this purpose.

#### **CPR-3.2 Use of Personal Social Media Sites**

Gulf Consortium Members, employees, and consultants, including the General Manager, may create, manage, administer, or communicate news and their own views and opinions regarding Consortium business through Social Media, but must ensure that they do not hold out such views as representative of the Consortium as a whole. As further described in Section 4 of this Policy, communications on personal Social Media sites may constitute Public Records and must be retained in accordance with Florida law. Gulf Consortium Members, employees, and consultants are encouraged to consult with the General Counsel concerning any questions as to the retention requirements applicable to social media content.

#### **CPR-3.3 Creation and Use of Gulf Consortium Social Media Sites.**

CPR-3.3.1 The Board may authorize the General Manager to create and manage Social Media Sites on behalf of the Gulf Consortium. Each Consortium Social Media Site shall have at least one individual designated by the General Manager who shall be responsible for the administration, updating, and maintenance of thereof (the “Page Administrator”). Each Page Administrator shall be required to undergo training covering state public records laws including but not limited to those contained in Chapter 119, Florida Statutes.

CPR-3.3.2 The Page Administrator shall post the following on a Consortium Social Media Site:

The Gulf Consortium’s name and approved logo;

1. An e-mail address or telephone number for contact purposes;

2. Official Gulf Consortium information, resources, calendars, events, and news; and
3. A link to the Gulf Consortium’s website.

Gulf Consortium Social Media Sites may not be used for the following:

1. To communicate political advertisements or electioneering communications concerning an issue, referendum, or other matters that may be subject to the vote of the electors, except for electioneering communications limited to solely factual information in accordance with section 106.113, Florida Statutes;
2. To communicate personal opinions; or
3. To communicate irrelevant, impertinent or slanderous information.

CPR-3.3.3 Two-Way Communication. At the discretion of the General Manager, Consortium Social Media Sites may be structured to allow for two-way communication between the Consortium and the Public. Where two-way communication is permitted, members of the general public may be allowed to post comments and other content which relates to the general purpose and subject matter of the site. In the event the Consortium elects to allow for two-way communication, the following terms of use shall be posted on the Consortium Social Media Site:

“The Gulf Consortium has created this page as a limited public forum for the purpose of facilitating the dissemination of information and communication with the public concerning [Insert Description of Type of Info to Be Provided]. Please be aware that when engaging with the Gulf Consortium through social media, you agree to adhere to the following terms of use:

- a. Florida has broad public records laws. All postings on this page, including personal information, may be public records under Florida public records laws and all information is being preserved by the Gulf Consortium.
- b. Please keep all comments and discussion on topic and related to the purpose of the page.
- c. The following are **expressly prohibited**: pornography; graphic or obscene content; content that promotes illegal activity; violations of copyrights and trademarks; content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation; content that constitutes an

imminent threat; and solicitations, advertisements, or other content that is commercial in nature.”

#### CPR-3.3.4 Retention of Records

- a. In accordance with Chapter 119, Florida Statutes, all communications made through Social Media regarding Gulf Consortium business by Consortium Board Members, agents, employees, volunteers, or contractors and comments by the public on Consortium Social Media Sites are Public Records and must be stored according to the retention schedule established by the Department of State.
- b. Communications on personal Social Media sites regarding Gulf Consortium business may also be considered a public record under the definitions in Chapter 119, Florida Statutes. It is the sole responsibility of the Consortium Board Members, agents, employees, volunteers, and/or contractors who utilize personal Social Media sites to capture and save any communications received on the social media sites which relate to official Consortium business and provide such communications to the Consortium’s public records custodian so that such communications may be retained according to the retention schedule established by the Department of State.

CPR-3.3.5 Sunshine Law Requirements for Board Members Utilizing Gulf Consortium or Personal Social Media. Board Members who use Gulf Consortium Social Media Sites or personal Social Media sites must exercise caution to comply with Chapter 286, Florida Statutes. Pursuant to the requirements of Chapter 286, Florida Statutes, Board Members must not engage in an exchange or discussion of matters with other Board Members via Social Media on matters that will foreseeably come before that Board.

## **CPR-4. PUBLIC RECORDS**

### **CPR-4.1 Public Record Defined**

The term “Public Record” refers to all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Gulf Consortium.

### **CPR-4.2 Compliance with Public Records Laws.**

The Gulf Consortium, any committees, consultants, and all Members shall fully comply with the public records laws embodied in Chapter 119, Florida Statutes. The General Manager shall serve as the custodian of Public Records for the Gulf



Consortium. It shall be the duty of the custodian to ensure that Public Records are kept secure, reasonably protected from alteration or destruction, and readily available for inspection.

CPR-4.2.1 Request log – The Consortium will maintain a record of each Public Records request which will identify the date of the request; the name of the requestor if identified; and a general description of the records requested. Completed public records requests will be logged either manually or electronically. Such logs will allow the General Manager to review the timeliness of responses.

### **CPR-4.3 Public Records Requests.**

CPR-4.3.1 Public Records requests may be made in person, in writing, by phone, by email, or fax. The contact information for the custodian to be used for receiving and processing public records requests shall be maintained on the Gulf Consortium’s website and prominently posted in the primary administrative building in which public records are routinely created, sent, received, maintained, and requested. The requestor does not have to provide a name, contact information, or show any special or legitimate interest in the record requested. However, if an individual requests records that are deemed confidential or entitled to exemption and the requestor claims entitlement to view the records, then identification may be requested.

CPR-4.3.2 The Gulf Consortium cannot refuse a request because it is “over broad,” but can request clarification from the person requesting records. The custodian is not required to answer questions concerning the requested records, create records that do not already exist, or reformat its records in a particular form other than the form in which they already exist. The custodian must allow inspection and copying within limited reasonable time. The custodian shall retrieve the record, review for exemptions and/or confidential information (in coordination with the Gulf Consortium’s legal counsel where appropriate), and redact or delete any portion claimed exempt.

CPR-4.3.3 Public Records are to be made available for inspection and copying within a reasonable amount of time but in no case longer than five (5) business days following the original request, except for unusual circumstances, such as voluminous records or requests requiring extensive staff time. When unusual circumstances arise, the custodian should contact persons requesting documents every five (5) days until the request is fulfilled to inform them of progress in obtaining requested material. When a person desires to review original public record files, it is necessary that a representative of the Consortium be present to ensure the integrity of the public records is maintained. As such, the Consortium

may impose a special service charge for time personnel time that is in excess of 30 minutes needed to oversee a person's review of original public records in accordance with CPR-4.4 below.

**CPR-4.4. Costs**

For all physical copy Public Records requests, the following fee schedule shall apply:

- \$.15 per page for single page copies (8.5" x 11" and 8.5"x 14)
- \$. 20 per page for double sided copies
- \$1.00 per CD/DVD
- \$1.00 per page for a certified copy of a public record

Costs for duplication of larger sized documents and records (i.e. planning maps, topographical maps, bound books, etc.) are charged at the actual cost associated with the duplication.

There shall be no charge for the first 30 minutes of time spent by the custodian or such other person as designated by the Gulf Consortium or General Manager in compiling Public Records pursuant to a Public Records request. If the nature or volume of Public Records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory functions, a special service charge may be imposed. Any such special service charge so imposed shall be reasonable and shall be based on the actual cost incurred for the extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the Gulf Consortium or attributable to the clerical and supervisory assistance required, or both. Actual cost means base salary plus benefits for the lowest paid employee who is qualified to perform the service or the applicable contractual rates for contracted Consortium services.

CPR-4.4.1 In order to maximize the efficient use of Gulf Consortium resources, upon receipt of a Public Records request, the custodian shall estimate all costs associated with fulfilling that request and provide that estimate to the requestor within two (2) business days of receipt of the request. Any estimates in excess of \$10 must be paid in full before the custodian begins producing the requested records. Upon receipt of a deposit of all estimated costs, the requested materials shall be made available within a reasonable time thereafter, which should not to exceed five (5) business days unless unusual circumstances exist. If the deposit exceeds the cost of the request, the balance will be returned to the requestor. In all cases, the total cost associated with processing a Public

Records request must be paid before any materials will be provided to the requestor.

**CPR-4.5. Retention of Public Records**

CPR-4.5.1 The custodian shall be responsible for ensuring that all Gulf Consortium Public Records are preserved in accordance with the retention schedule for state and local government agencies established by the State of Florida, General Records Schedule for State and Local Government Agencies as well as applicable record retention requirements in federal awards and/or applicable federal law. In the event of a conflict or inconsistency between applicable retention periods, the longer retention period shall apply. The custodian must keep records secure, reasonably protected from alteration or destruction, and readily available.

CPR-4.5.2 Every Consortium officer, employee, and consultant must ensure the retention of public records within their control and must ensure that such records are made available to the custodian when responsive to public records requests.

CPR-4.5.3 Emails relating to official Consortium business are Public Records. All Consortium Board Members, employees, agents, and contractors are responsible for ensuring the preservation of all emails constituting Public Records and shall provide such to the custodian for inspection and copying upon request.