



**Executive Committee Agenda
November 12, 2015, 4:00 p.m. Eastern
Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301
Dial-in Number: 1-888-670-3525
Participant Passcode: 998 449 5298#**

1. Call to Order
2. Public Comment
3. Approval of October 15, 2015 Minutes
4. Update on Planning Grant Application
Mike Langton
Lisa King
Langton Associates
5. Consortium 2016 Meeting Calendar Update
6. Briefing on 2016 Officer Elections in February
7. Recommend Approval of Comments on the Proposed BP Consent Decree
8. Approval of Independent Auditor Contract with Warren Averett for FY 2014/2015
9. Discussion on Options for Recording November 18, 2015 Board Meeting
10. Recommend Direction on Board Meeting Presentations: Scientists & Economists
11. Report of the Committee of 15 Counties
Susan Latvala (Pinellas), Chair, Committee of 15
12. Recommend Approval of Action on Items from August 26 Goal Setting Workshop
Doug Robison
Environmental Science Associates
13. New Business
14. Public Comment



15. Upcoming 2016 Meetings
Full Board of Directors
Wednesday, November 18, 2015, 9:00 am, ET
Omni Amelia Island Plantation
Nassau County

Thursday, February 4, 2016, 8:30 am, ET
Florida Department of Environmental Protection
Carr Building, Room 170
Leon County
16. Adjourn

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

The Gulf Consortium Executive Committee announces a telephone conference call to which all persons are invited.

DATE AND TIME: November 12, 2015 at 4:00 pm (ET)

PLACE: Dial in Number: 888-670-3525

Participant Passcode: 998 449 5298#

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will conduct a Board of Directors preview meeting, consisting of recommending action on the items from Goal Setting Workshop, recommend direction on Board meeting presentations; a briefing on the Consortium's 2016 meeting calendar; discussion on options for recording the November 18 Board meeting; approval of the independent auditor contract for FY2014/2015; and, conduct other business. In accordance with section 163.01, the location of the conference call is the Florida Association of Counties, 100 S. Monroe Street, Tallahassee, FL 32301.

A copy of the agenda may be obtained by contacting: Ginger Delegal at 850-922-4300 or gdelegal@fl-counties.com; or, see www.FACRestore.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Ginger Delegal at 850-922-4300 or gdelegal@fl-counties.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact Ginger Delegal at 850-922-4300 or gdelegal@fl-counties.com; or, see www.FACRestore.com.

Gulf Consortium Executive Committee Meeting
November 12, 2015, 4:00 p.m., Eastern
FAC Office - Conference Call



<u>County</u>	<u>Executive Committee Member</u>	<u>Present</u>
Escambia	Commissioner Grover Robinson	
Gulf	Warren Yeager	
Monroe	Commissioner George Neugent	
Pinellas	Susan Latvala	
Walton	Commissioner Sara Comander	

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 3
Approval of October 15, 2015 Executive Committee Minutes**

Statement of Issue:

This agenda item proposes approval of the October 15, 2015 Executive Committee meeting minutes.

Options:

- (1) Approve the October 15, 2015 Executive Committee minutes, as presented;
or
- (2) Amend and then approve the October 15, 2015 Executive Committee minutes.

Recommendation:

Motion to approve the October 15, 2015 Executive Committee meeting minutes, as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 5, 2015

Attachment:

Draft 10/15/15 Minutes

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Executive Committee Meeting
October 15, 2015, 4:00 p.m. (Eastern)
Florida Association of Counties
Leon County, Tallahassee, Florida**

Officers in Attendance Telephonically: Commissioner Grover Robinson (Escambia), Commissioner Sara Comander (Walton), Susan Latvala (Pinellas), Commissioner George Neugent (Monroe) and Warren Yeager (Gulf).

Agenda Item #1 – Call to Order

Commissioner Grover Robinson (Escambia) called the meeting to order at 4:04 pm (ET).

Agenda Item #2 – Public Comment

Roman Gastesi, Monroe County Administrator
Commissioner Chris Constance, Charlotte County

Agenda Item #3 – Approval of Minutes from September 23, 2015 Executive Committee Meeting

Commissioner Grover Robinson (Escambia), Chairman, presented the minutes from the September 23, 2015 Executive Committee meeting. A motion to approve the September 23, 2015 Executive Committee minutes was presented by Susan Latvala (Pinellas) and seconded by Commissioner George Neugent (Monroe).

ACTION: APPROVED

Agenda Item #4 – Discussion of Report on August 26, 2015 Goal Setting Workshop

Ms. Ginger Delegal, Interim Manager, presented this item to the Board and asked the Chairman to recognize Doug Robison with Environmental Science Associates who, after recognition by the Chairman, gave a detailed overview of the draft report and opened the floor for questions by the Executive Committee. A lengthy discussion ensued among the Executive Committee regarding the straw vote taken at the workshop on the geographic distribution of SEP projects. Ms. Delegal informed the Executive Committee of staff's intent to bring three motions back before the Board at its November meeting. The motions would be based on the three issues discussed at the goal setting workshop – adopting Florida's SEP's goals and objectives, economic and environmental SEP project considerations and the geographic distributions of the SEP projects. Further Executive Committee discussion ensued with regard to the proposed motions and, after a lengthy debate among the Committee, a motion was made by Commissioner George Neugent (Monroe) that all recommendations from the ESA draft report on the three issues be approved for Board consideration in the form of motions, with the exception of the geographic distribution issue. Said motion was seconded by Susan Latvala (Pinellas) and passed unanimously.

ACTION: APPROVED

Agenda Item # 5 – New Business

Ms. Ginger Delegal, Interim Manager, suggested that an Executive Committee meeting be scheduled in early November in order to conduct a preview of the Board agenda for the November 18, 2015 meeting.

Agenda Item # 6 – Public Comment

Jessica Koelsch, National Wildlife Federation
Commissioner Chris Constance, Charlotte County
Roman Gastesi, Monroe County Administrator

Agenda Item #7 – Upcoming Board Meetings

The next meeting of the Consortium Board of Directors will be held on November 18, 2015 at Omni Amelia Island Plantation in Nassau County.

Agenda Item #8 – Adjournment

There being no further business, the Committee adjourned at 5:12 pm (ET).

Respectfully submitted,

Grover Robinson
Chairman

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 4
Planning Grant Application Update**

Executive Summary:

Update on the status of the Planning Grant Application submitted to the Restoration Council on September 24, 2015.

Background:

Langton Associates, a part of the ESA Consultant Team, has prepared the planning grant application for the Consortium's review and approval. The total request for the grant is \$4,851,525.00, over a planning horizon that extends back from August 22, 2014 (period for pre-award costs), forward two (2) years, to September 30, 2017.

Additional work and telephone conference calls occurred between Consortium staff, Langton Associates, Leon County Clerk of Court staff, and the Restoration Council as to the grant funded eligibility of certain tasks performed by the Gulf Consortium to develop the State Expenditure Plan. After exercising its delegated authority, on September 23, the Executive Committee approved the final grant applicability and it was submitted on September 24, 2015, to the Restoration Council.

Langton Associates contacted Council staff for comments on the Planning Grant application and on November 6, 2015, Council staff responded with five additional questions. Consortium staff and the Consultant team are replying to the questions posed.

Fiscal Impact:

Under Task Order 1, ESA agreed to develop the PSEP and the preparation of a grant application for planning funds. Task Order 1 provides that payment to ESA is contingent upon the receipt of federal planning grant monies. Upon receipt of those funds, ESA will be paid \$15,000 for its services for the planning grant application preparation, and \$35,980 when the Council approves the grant, for a total of \$50,980.

Attachments:

Final and submitted Planning Grant Application.

Recommendation:

Information only.

Prepared by:

Lisa King
Langton Associates
On: November 6, 2015



Administrative Grant Application

State Expenditure Plan For The State Of Florida

Submitted To:

The Gulf Coast Ecosystem
Restoration Council

Submitted By:

The Gulf Consortium



**Spill Impact Component Planning Grant
Administrative Grant Application for the State of Florida's
State Expenditure Plan**

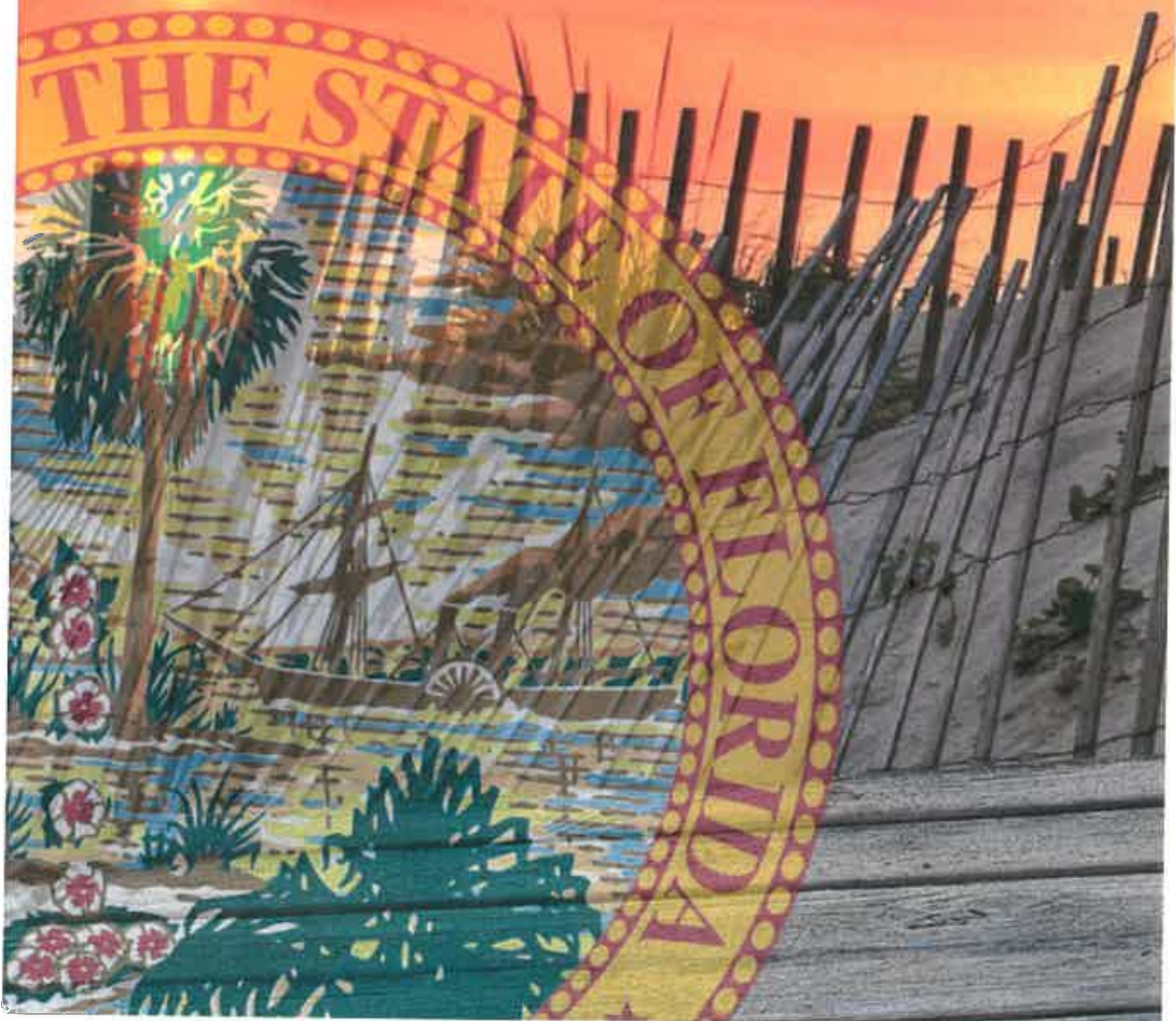
Table of Contents

<u>Section</u>	<u>Page</u>
<u>I. Required Forms</u>	
1. Form SF- 424, Application for Federal Assistance	
2. Form SF-424A, Budget Information – Non-Construction Programs	
3. Form SF-424B, Assurances – Non-Construction Program -3A GCERC Assurances	
4. Form CD-511, Certification Regarding Lobbying -4A GCERC Certification Regarding Lobbying	
5. Form SF-LLL, Disclosure of Lobbying Activities	
<u>II. Project Narrative</u>	1-17
<u>III. Budget Narrative</u>	18-27
<u>IV. Certification and Documentation</u>	28-41
<u>V. Appendices</u>	
<u>Appendix 1</u> Approval of Florida's Planning State Expenditure Plan by the Chair of the Gulf Coast Ecosystem Restoration Council	
<u>Appendix 2</u> Interlocal Agreement Relating to the Establishment of the Gulf Consortium	
<u>Appendix 3</u> Memorandum of Understanding between the State of Florida and the Gulf Consortium	
<u>Appendix 4</u> Interlocal Agreements between Leon County Board of County Commissions, Florida and the Gulf Consortium for Procurement	
<u>Appendix 5</u> Second Amended Interlocal Agreement between Leon County, Florida and Gulf Consortium Regarding Procurement Services	
<u>Appendix 6</u> Interlocal Agreement between Leon County Clerk of Courts and the Gulf Consortium for Fiscal Management Services	
<u>Appendix 7</u> The Code of Ethics for Public Officers and Employees, Part 11, Chapter 112, Florida Statues	
<u>Appendix 8</u> Conflict of Interest Form	
<u>Appendix 9</u> Leon County Clerk's Office Policy and Procedure Manual	
<u>Appendix 10</u> GCERC Organizational Self Assessment	
<u>Appendix 11</u> GCERC Proposed Milestones	



GULF
CONSORTIUM

Required Forms



Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Gulf Consortium

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

46-1662290

*** c. Organizational DUNS:**

0799370650000

d. Address:

*** Street1:**

100 South Monroe Street

Street2:

*** City:**

Tallahassee

County/Parish:

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

32301-9999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr

*** First Name:**

Scott

Middle Name:

*** Last Name:**

Shalley

Suffix:

Title:

Executive Director

Organizational Affiliation:

Florida Associate of Counties (FAC)

*** Telephone Number:**

850-922-4300

Fax Number:

850-488-7501

*** Email:**

sshalley@fl-counties.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

Gulf Consortium

*** 10. Name of Federal Agency:**

The Gulf Coast Ecosystem Restoration Council/U.S. DoC

11. Catalog of Federal Domestic Assistance Number:

87.052

CFDA Title:

Gulf Coast Ecosystem Restoration Council Spill Impact Program

*** 12. Funding Opportunity Number:**

GCC-GRANT-SEP-15-001

*** Title:**

Spill Impact Component Planning Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Florida's application for RESTORE ACT, POT 3 funding to prepare Florida's state expenditure plan.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,851,525.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="4,851,525.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Spill Impact Component Planning Grants		\$ 4,851,525.00	\$ 0.00	\$	\$	4,851,525.00
2.						
3.						
4.						
5. Totals		\$ 4,851,525.00	\$	\$	\$	4,851,525.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Spill Impact Component Planning Grants				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	4,851,525.00				4,851,525.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	4,851,525.00				4,851,525.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 4,851,525.00	\$	\$	\$	\$ 4,851,525.00
7. Program Income	\$	\$	\$	\$	\$
	0.00				

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Spill Impact Component Planning Grants	\$	\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 1,198,664.00	\$ 403,524.00	\$ 265,047.00	\$ 265,047.00
14. Non-Federal	\$			
15. TOTAL (sum of lines 13 and 14)	\$ 1,198,664.00	\$ 403,524.00	\$ 265,047.00	\$ 265,047.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Spill Impact Component Planning Grants	\$ 1,198,664.00	\$ 3,652,861.00	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 1,198,664.00	\$ 3,652,861.00	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Gulf Consortium
APPLICANT ORGANIZATION Gulf Consortium	DATE SUBMITTED 



The Gulf Coast Ecosystem Restoration Council
New Orleans, LA 7013

Certifications

Preface

At a minimum, grant award agreements must contain the following certifications in accordance with the requirements in 31 C.F.R. § 34.802, 2 C.F.R. Part 200, and other government-wide certifications. Additional certifications may be required by the Council. As authorized by 2 C.F.R. § 200.308, the awarding agency or pass-through entity may require the non-federal entity to submit certifications and representations on an annual basis. The certification must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in the grant award.

2 C.F.R. § 200.208 Certifications and representations - "Unless prohibited by Federal statutes or regulations, each Federal awarding agency or pass-through entity is authorized to require the non-Federal entity to submit certifications and representations required by Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the non-Federal entity fails to meet a requirement of a Federal award."

Section 1 – Certifications for Expenditures

An official signature is required on all expenditures. The official signature certifies and assures that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. The annual and final fiscal reports or vouchers requesting payment under the awards must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." See 2 C.F.R. § 200.415 "Required certifications."

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

Section 2 - Assurances, Non-construction programs (SF 424 B equivalent)¹

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

¹ Source: Standard Form (SF)-424B, published on Grants.gov, OMB Number 4040-0007

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

If your project or program contains construction activities, proceed to **Section 3**. If your project or program **does not** contain any construction activities, go to **Section 4**.

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

Section 3 - Assurances, Construction Programs (SF 424 D equivalent)²

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are

² Source: Standard Form(SF) - 424D, published on Grnats.gov, OMB Number 4040-0009

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

Section 4 - Required Certifications - Council Standard Terms and Conditions³

- a. I certify that each activity funded under this Agreement has been primarily designed to plan for or undertake activities to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast Region.
- b. I certify that each activity funded under this Agreement is designed to carry out one or more of the eligible activities for this component.
- c. I certify that each activity funded under this Agreement, other than planning assistance, was part of a plan made available for public review and comment in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, and that the activity was selected after consideration of meaningful input from the public, as described in the grant application.
- d. I certify that each activity funded under this Agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.
- e. I certify that this recipient has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. This recipient agrees that it will not request funds under this award for any contract unless this certification remains true and accurate.
- f. I certify that a conflict of interest policy is in effect and covering each activity funded under this Award agreement.
- g. I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that this recipient maintains written documentation sufficient to support each certification made above, and that this recipient's compliance with each of these certifications is a condition of this recipient's initial and continuing receipt and use of the funds provided under this Agreement.

³ Source: Department of Treasury, Regulations for the Gulf Coast Restoration Trust Fund. 31 CFR 34.802 Certifications

The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

Section 5 - Submission

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name of Applicant Organization (Non-Federal entity): Gulf Consortium

Application/Award Number: GCC-GRANT-SEP-15-001

Project Name: State Expenditure Plan Development

Name of Authorizing Official

Prefix: The Honorable

First Name: Grover

Middle Name: (Optional): _____

Last Name: Robinson

Suffix: _____

Title of Authorizing Official: Chair, Gulf Consortium

SIGNATURE: _____

E-mail Address: grobins@co.escambia.fl.us

Phone Number: (850) 922-4300

Date submitted: 09/14/2015

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

* NAME OF APPLICANT

Gulf Consortium

* AWARD NUMBER

* PROJECT NAME

State Expenditure Plan Development

Prefix:

* First Name:

Middle Name:

Grover

* Last Name:

Suffix:

Robinson

* Title: Chair, Gulf Consortium

* SIGNATURE: Sign here:

* DATE:

Completed by Grants.gov upon submission.

Completed by Grants.gov upon submission.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.



The Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130

Certification Regarding Lobbying

This certification is required by 2 C.F.R. § 200.450 (“Lobbying”), which incorporates the provisions of 31 U.S.C. § 1352, the “New Restrictions on Lobbying” published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions for an award of a Federal contract, grant or any other award of \$100,000 or more.

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” or successor form, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130

Name of applicant Organization: Gulf Consortium

Application/Award Number: GCC-GRANT-SEP-15-001

Project Name: State Expenditure Plan Development

Name of Authorizing Official

Prefix: The Honorable

First Name: Grover

Middle Name: (Optional): _____

Last Name: Robinson

Suffix: _____

Title of Authorizing Official: Chair, Gulf Consortium

SIGNATURE (digital or manual): _____

E-mail Address: grobins@co.escambia.fl.us

Phone Number (xxx-xxx-xxxx): (850) 922-4300

Date submitted (mm/dd/yyyy): 09/14/2015

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: Gulf Consortium

* Street 1: 100 South Monroe Street Street 2: _____

* City: Tallahassee State: Florida Zip: _____

Congressional District, if known: 1,2,3,11,12,13,14,16,17,19,25,26

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <u>The Gulf Coast Ecosystem Restoration Council/U.S. Department of Commerce</u>	7. * Federal Program Name/Description: <u>Spill Impact Component Planning Grants</u> CFDA Number, if applicable: _____
---	---

8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ <u>4,851,525.00</u>
---	---

10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name _____ Middle Name _____

* Last Name N/A Suffix _____

* Street 1 _____ Street 2 _____

* City _____ State _____ Zip _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name _____ Middle Name _____

* Last Name N/A Suffix _____

* Street 1 _____ Street 2 _____

* City _____ State _____ Zip _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: Completed on submission to Grants.gov Sign here: _____

* Name: Prefix _____ * First Name Grover Middle Name _____

* Last Name Robinson Suffix _____

Title: Chair, Gulf Consortium Telephone No.: (850) 922-4300 Date: Completed on submission to Grants.gov

Project Narrative



II. Project Narrative

Introduction

This document constitutes the Administrative Grant Application for a planning grant to prepare the State of Florida's State Expenditure Plan. It has been prepared to meet or exceed the requirements for Administrative Grant Applications set forth in the *Announcement for Spill Impact Component Planning Grants*, Funding Opportunity #GCC-GRANT-SEP-15-001 (December, 2014). Pursuant to direction provided in this guidance document, the application process for planning grants is organized into two phases: 1) the submission of a Planning State Expenditure Plan by Florida's member of the Gulf Coast Ecosystem Restoration Council (Council) which must be approved by the Chairperson of the Council; and 2) the submission of all required administrative grant application materials by the responsible entity. The State of Florida submitted its Planning State Expenditure Plan to the Council on April 2, 2015, and the Chairperson of the Council subsequently approved it on May 21, 2015, **attached as Appendix 1**. The submittal of this Administrative Grant Application addresses the requirements of the second phase of this process.

Responsible Entity

The Gulf Consortium (Consortium) is the designated entity responsible for the development of the Florida State Expenditure Plan (FSEP), as recognized in the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) and subsequent rulemaking. The Consortium is a public entity created in October 2012 through an Interlocal Agreement between Florida's 23 Gulf Coast counties - from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida - to meet the requirements of the RESTORE Act. *The Interlocal Agreement Relating to the Establishment of the Gulf Consortium* is attached as **Appendix 2**. The Consortium's Board of Directors consists of one representative from each of those county governments and six appointed by the Governor, for a total of 29 board members. Since its inception, the Consortium has met every other month and has held numerous committee meetings to begin developing Florida's State Expenditure Plan. The points of contact for the Consortium are as follows:

Executive

Grover Robinson, IV, Chairman
Gulf Consortium
100 South Monroe Street
Tallahassee, Florida 32301
T: (850) 922-4300
F: (850) 488-7501

Email: gcrobins@co.escambia.fl.us

Administrative

Scott Shalley, Executive Director
Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301
T: (850) 922-4300
F: (850) 488-7501

Email: sshalley@fl-counties.com

The Gulf Consortium has no taxing authority and receives no appropriations from the Florida Legislature. To date, the operations of Consortium, including contract services and the initial phases of development of the Florida's SEP, have all been funded by way of stakeholder (i.e.

county) contributions. Monetary contributions by the Consortium counties, totaling no more than \$147,550 in any given year, and though in-kind uncompensated services by the Florida Association of Counties, Leon County, Nabors, Giblin & Nickerson, ESA, Langton Associates, and Wildwood Consulting.

To formalize the role of the Consortium, Florida Governor Rick Scott, who, pursuant to the RESTORE Act, is Florida's member on the Council, and the Consortium entered into a Memorandum of Understanding (MOU) on June 12, 2013 to establish the Consortium's process of coordinating with the Governor's office on the Consortium's development of the Florida State Expenditure Plan. The MOU between the State of Florida and the Consortium is provided herein as **Appendix 3**.

The MOU recognizes that the RESTORE Act directs the Consortium to develop Florida's State Expenditure Plan. Furthermore, the MOU provides for the coordinated review and input by the Florida Department of Environmental Protection, the Water Management Districts, other applicable state agencies, and the Governor during the development of the Florida State Expenditure Plan. In addition, the MOU requires the Consortium to conduct its activities with full transparency and adhere to all legal requirements including, but not limited to, those relating to open meetings, public records, contracting, audits, and accountability. Finally, the MOU requires the Consortium to meet the following minimum requirements in selecting and prioritizing projects, programs, and other activities for inclusion in the Florida State Expenditure Plan:

- A review for consistency with the applicable laws and rules;
- Prioritization based on criteria established by the Consortium;
- Consideration of public comments; and
- Approval by an affirmative vote of at least a majority of the Consortium Directors present at a duly noticed public meeting of the Consortium.

Upon final review and approval, the Governor is responsible for the formal transmittal of the Florida State Expenditure Plan to the Council.

In addition to the above minimum requirements set forth in the MOU, the RESTORE Act in 33 U.S.C. 1321(t)(3)(B)(i)(I)-(III) specifies that State Expenditure Plans must meet the following criteria:

- All projects, programs, and activities included in the State Expenditure plan are eligible activities;
- The projects, programs, and activities included in the State Expenditure Plan contribute to the overall ecological and economic recovery of the Gulf Coast; and
- The State Expenditure Plan takes into consideration the Council's Comprehensive Plan and is consistent with the goals, objectives and commitments of the Comprehensive Plan;
- Interim SEP Development Management and Legal Services Contracts.

From its inception to present, the Consortium has, by contract, used the Florida Association of Counties (FAC) to provide interim general administrative and fiscal management support, as it began in the initial phases of developing Florida's SEP. These initial steps have included the standing up of a new local government to fulfill the mandates of the RESTORE Act in Florida; the provision of board services for a statewide board of 29 members; establishing financial controls; and securing services and facilities, mostly on a voucher and pro bono basis for the Consortium to begin its work to develop Florida's SEP.

In addition, the Consortium, by contract, has used Nabors, Giblin & Nickerson, P.A., to provide interim general counsel services to the Board, also in furtherance of completing the startup phases of Florida's SEP development. These services included the provision of legal advice interpreting completely new rules, regulations, and guidelines issued by an equally new federal agency, also created by the RESTORE Act. These services were necessary for the Consortium to begin developing Florida's SEP, and included: advice, counsel and assistance in the Consortium's development and submission of the now-approved Planning SEP for Florida.

Furthermore, a working relationship between the Consortium and Leon County also currently exists. The Consortium entered into an Interlocal Agreement with the Leon County Board of County Commissioners in March 2014 to provide procurement services for the selection of a planning consultant to assist the Consortium in the development of the Florida State Expenditure Plan. The Interlocal Agreement was amended in December 2014 to provide for all goods and services the Consortium may need to develop Florida's SEP, including the provision of procurement assistance for the competitive selection of the permanent, contractual legal services and the permanent, contractual SEP development management services for the Consortium. Copies of the Interlocal Agreements with Leon County are attached in **Appendix 4 & 5**.

Selection of SEP Development Consultant

On March 26, 2014, the Consortium adopted a two-phased selection process to procure the services of a consultant to assist the Consortium in the development of the Florida State Expenditure Plan and Grant Administration services. The decision to procure the services of a consultant was based on two considerations: 1) the Consortium lacked in-house staff resources with the specialized coastal master planning expertise and experience necessary to prepare the Florida State Expenditure Plan; and 2) it was determined that an independent consultant could best and most fairly balance the various interests involved in the preparation of the Florida State Expenditure Plan.

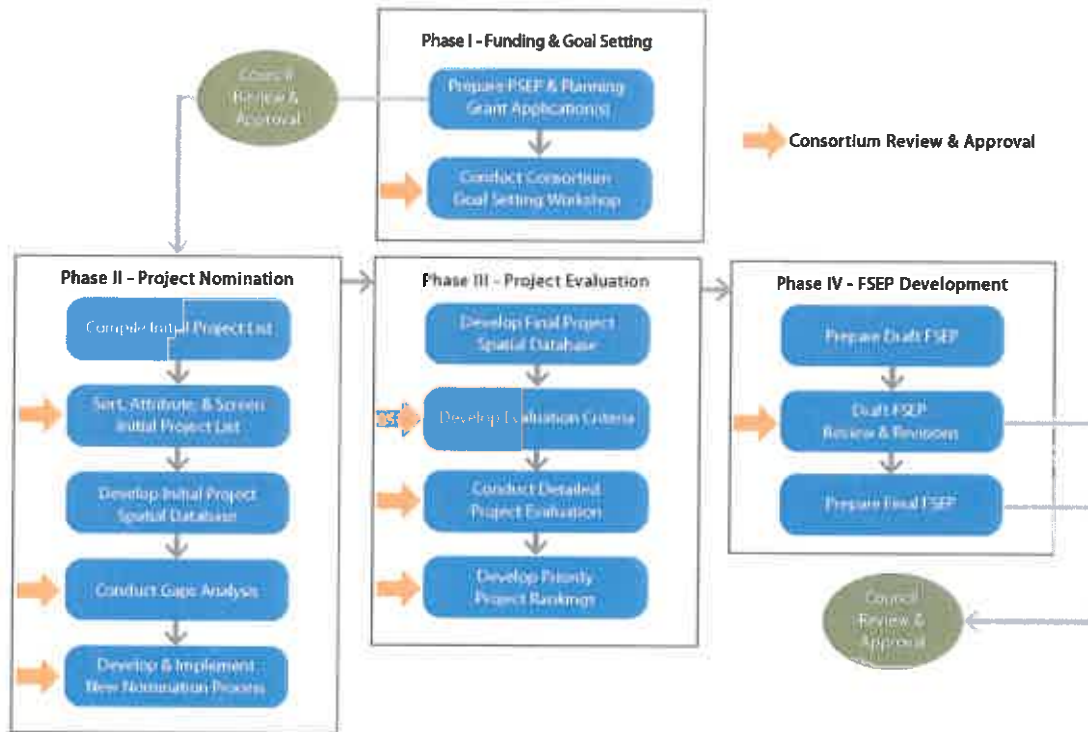
The first phase of the consultant selection process began with Leon County Purchasing issuing an Invitation to Negotiate (ITN) on behalf of the Consortium, followed by the selection of an independent and balanced consultant Evaluation Team that included five highly qualified professionals with diverse experience and expertise, and geographic representation. The Evaluation Team reviewed, analyzed, and ranked the six consultants that submitted ITN responses, recommending four of them to move forward on a short list. The Consortium's Executive Committee met in a public meeting and approved the short list.

On August 21 and 22, 2014, the Evaluation Team interviewed each of the four shortlisted consulting firms. The purpose of the interviews was to elicit more information on each team's approach to the development of the FSEP including the project nomination process, the project evaluation process, the public involvement process, the team's cost proposals, and the additional services the team could provide to add value to the Consortium. Following completion of the interviews the Executive Committee, also in a public meeting, approved a Request for Best and Final Offer (RBAFO). Leon County Purchasing released the RBAFO to each of the four short-listed firms, and each firm provided a timely response to the RBAFO.

On October 30, 2014, the five-person Evaluation Team met in Tallahassee, in an open, noticed meeting, and evaluated each firm's RBAFO response. Each Evaluation Team member independently filled out four Evaluation Criteria Score Sheets, giving each firm a raw score based on the criteria in the RBAFO. Leon County Purchasing then summed the raw scores and developed ordinal rankings. When the summary scoring results were presented to the Evaluation Team, the Team unanimously recommended the **Environmental Science Associates (ESA)** team because ESA was the highest ranked firm based on both total raw and ordinal scores. The full Consortium approved the consultant selection of the ESA team at its November 17, 2014 board meeting in Tampa. The Gulf Consortium and ESA entered into a contract on March 13, 2015.

Proposed Planning Approach

The ESA consultant team has developed a comprehensive planning approach to developing the Florida State Expenditure Plan in a manner that will exceed the minimum requirements set forth in the MOU, and will be consistent with the criteria specified in the RESTORE Act. This planning approach is summarized in the project flow diagram below.



Development of a RESTORE Act compliant Florida State Expenditure Plan will require an iterative and goal oriented process that integrates technical analysis and production performed by the consultant team, intensive public involvement and stakeholder coordination directed by the consultant team, and review and approval by the Consortium. The project flow diagram above shows the sequence of the various project tasks and the interrelationships between them, as well as the key review and decision points by the Consortium Board of Directors. The proposed planning effort is divided into four phases, and sixteen tasks, over a two-year period. Public involvement and stakeholder coordination will be conducted throughout the entire project.

To fully accommodate the Council’s guiding principles directing the development of projects, programs, and other activities to be included in the full Florida State Expenditure Plan, as well as Council review and approval of the Florida State Expenditure Plan, a multi-year planning effort is anticipated. From the date of grant award, it is estimated that 24 months will be required to complete the full Florida State Expenditure Plan. Please refer to **Appendix 11** for the Proposed Milestones. A detailed description of each task in the planning effort is provided below.

Pre-Award Activities and Year One (1) Funding Allocation

Phase I – Funding and Goal Setting

Task 1 – Prepare Planning State Expenditure Plan and Administrative Grant Application

This task involved the preparation of the Planning State Expenditure Plan (PSEP) for the State of Florida, submitting of the PSEP to the Council for review, and appropriate coordination with the Council to obtain approval of the PSEP. The PSEP is not focused on specific projects, programs, and activities, but rather provides a brief outline of the planning approach, as well as, describes the entity responsible for FSEP development, financial and conflict of interest controls, and commitment to the goals, objectives, and guiding principles established by the Council.

Upon approval on May 21, 2015 of the administrative grant application by the Council, Chairperson, preparation of the full Florida State Expenditure Plan commenced with the remaining tasks described below.

Task 2 – Conduct Consortium Goal Setting Workshop

This task involved the facilitation of a one-day goal setting workshop with the Gulf Consortium Board to refine their Florida-specific goals, objectives, priorities, and success measures for the full FSEP. The Consortium held the initial visioning session on August 26, 2015 to begin its goals and objectives. The outcome of this workshop is a list of goals, objectives, guiding principles, and success measures for the FSEP that reflect Florida-specific priorities of the Consortium, while also being consistent with the Council's Comprehensive Plan.

Phase II – Project Nomination

Task 3 - Compile Initial Project List

The project nomination phase of the project broadly includes all steps necessary to develop a complete and accurate database of the universe of potential projects, programs, and activities to be considered for inclusion in the FSEP.

In this task, we will review the existing project list contained in the DEP spreadsheet database and contact each of the submitting entities to determine if the project information contained in the database is still accurate, and whether there are any revisions or updates that they wish to make. Following the confirmation of information we will prepare an updated project list, herein referred to as the initial project list. The initial project list will be compiled in a public domain relational database.

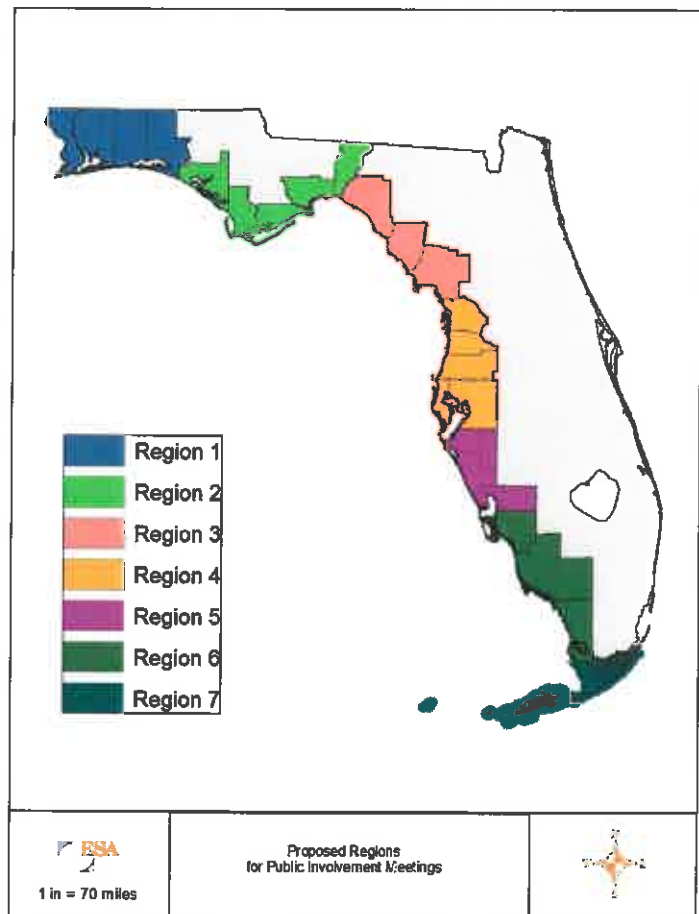
Task 4 – Sort, Attribute, & Screen Initial Project and Leveraging Lists

In this task the projects included in the initial project list will be sorted, attributed and screened pursuant to the following criteria:

- Project type;
- Major watershed(s);
- County jurisdiction(s); and
- Water Management District jurisdiction(s).

There is a wide range of project types contained in the DEP spreadsheet database including such disparate activities as restoration of degraded tidal wetlands, land acquisition, creation of living shorelines, construction of reclaimed water infrastructure, fisheries monitoring, and environmental education programs. The consortium will engage the Technical Advisory Committee (TAC) and Economic Advisory Committee (EAC) to develop a simple project type classification system that accommodates the wide range of proposed projects.

In addition to sorting projects by type and major watershed, political jurisdictions are clearly important with respect to allocating projects and funding among the 23 Gulf Coast counties in a reasonably equitable manner. Therefore, the initial project list will be sorted by the County jurisdiction(s) within which the projects reside. Finally, four of Florida's five Water Management Districts (WMD's) have jurisdiction along the Gulf Coast, and it will be useful to also sort projects by WMD as they will have a potentially important role in leveraging additional funding for several types of SEP applicable projects. The figure to the right is a graphical representation of how projects will be sorted and attributed geographically using DEP watershed boundaries.



After sorting and attributing the initial project list pursuant to project type, major watershed(s), and political jurisdictions, the consultant team will also conduct a preliminary screening analysis of the initial project list. The preliminary screening will eliminate projects that:

- Are clearly duplicative;
- Are clearly inconsistent with the list of eligible activities contained in the RESTORE Act for the Spill Impact Component; and
- Do not have a clear nexus to the goals and objectives set forth in the Council's Initial Comprehensive Plan.

The proposed processes to sort, attribute, and preliminarily screen projects will be a point of major stakeholder input. These processes will be discussed and vetted with the TAC and the EAC, as well as DEP.

Also during this phase, the optimization and maximization of all available funding sources will be analyzed as part of the SEP development process. Given the potential value multiplier associated with "leveraging", it will be included as one of key economic components in the development of project evaluation criteria. This criterion will assess if there is existing funding budgeted or earmarked for a project, and quantify the amount and percentage of the total cost that is already funded. An *Other Grant Sources Inventory* will be created of available leveraging opportunities compiled from Federal, State, Local and other programs and funding sources. Coordination with agencies specifically responsible for RESTORE Act funding including the Restoration Council and the NRDA Trustee Council will be crucial. Also, consulting with the National Fish & Wildlife Foundation (NFWF) with regard to availability and applicability of the Gulf Environmental Benefit Fund monies to SEP projects and with DEP and the four Florida Water Management Districts on the Gulf Coast with regard to complimentary cooperative funding programs (e.g., SWIM funds) that could be leveraged to support SEP projects. The goals of this process of compiling leverage funds in phase II are:

- Developing criteria to set points available and scale
- Capture information on current web portals and sources
- Liaison with Federal/ State stakeholders on leverage opportunities
- Create Other Grant Sources Inventory database

Task 5 - Develop Initial Project Spatial Database

In this task the consultant team will convert the screened initial project list into a spatial database using appropriate GIS and relational database tools. The purpose of this task is to convert the largely tabular and narrative information contained in the initial project list into spatial information so that the stakeholders and the public can actually see the relative location and geographic extent of each project on a series of maps.

In addition, converting the refined initial project list into a more robust spatial relational database structure will allow for more complex attributing for purposes of supporting detailed project evaluation. Given the wide range of projects contained in the initial project list, it will be a challenge to accurately portray each type of project spatially. For example, the construction of a

half-mile living shoreline project in Pensacola Bay can easily be depicted on a map; however, it is more difficult to show the geographic extent of an environmental education program. Nonetheless, the consultant team will develop an initial project spatial database that meets the needs of the stakeholders and public, as well as the project team involved in detailed project evaluation.

A series of maps will be produced that graphically display the wide range of project types and their respective geographic extent and distribution along the Gulf Coast. These maps will be used extensively in the Public Involvement Plan to inform the Consortium and stakeholders about the projects that have been proposed for consideration in the FSEP.

Task 6 - Conduct Gaps Analysis

In this task the consultant team will evaluate the geographic and jurisdictional coverage of the various types of projects contained in the initial project spatial database. The goals of the gaps analysis will be to determine if the information in the initial project spatial database:

- Accurately and appropriately depicts the geographic limits of each project;
- Has an appropriate balance of project types;
- Has an appropriate geographic distribution of the various project types among the Gulf Coast watersheds and counties; and
- Allows for aggregating or disaggregating projects to better optimize resources and jurisdictional coordination.

The gaps analysis will be a process driven largely by stakeholder and public input derived from a series of regional meetings in a subset of the 23 Gulf Coast counties. Furthermore, the consultant team will engage the TAC and EAC to assist in the technical aspects of the gaps analysis.

Since the DEP project database was compiled, a number of agencies and NGOs have developed new conceptual project designs and other programs and activities that should be considered for evaluation, but for various reasons have not been included in the DEP database. In this task the consultant team will reach out to a wider range of applicant stakeholders to determine if their projects are included and accurately defined in the initial project spatial database. If not, modifications to the initial project spatial database and revised project maps will be prepared.

Task 7 – Develop & Implement Improved Project Nomination Process

This task will involve two separate sub-tasks: 1) development of a more comprehensive classification system for categorizing and quantitatively attributing projects in the initial spatial database; and 2) development of an improved web-based portal through which potential applicants may submit new projects, programs and activities for inclusion in the database and/or revise those already in the database.

There have been two open project nomination processes conducted to date, one by the Florida Gulf Coast National Estuary Programs, and the other by the DEP. These processes were relatively simplistic, using largely narrative information provided on a two-page form. The first

step in this task is to develop a more comprehensive and quantitative classification system for defining the attributes of proposed projects, programs, and activities. This step will be driven largely by stakeholder and general public input, and the engagement of our TAC and EAC, to assist in the refinement of the project classification and attribution system.

The second step involves development of a project-specific website and a web-based portal that incorporates the quantitative classification and attribution system. This will allow new project information to be submitted in a format that is consistent and convertible to the project spatial database. The website will also provide public education regarding the RESTORE Act and related activities and guidance for submitting concepts for consideration.

It is anticipated that the time window for new applicant project nominations will need to be limited to allow for the transition to Phase III and development of the final project spatial database. However, it will also be important to not completely close the process so there is an open conduit for new ideas and input that could be incorporated at a later time, or in future updates.

Task 15- Public Involvement and Stakeholder Coordination

This task begins in earnest early in the process August 26, 2015 workshop and maintains throughout the 24 month period. For complete description see below in **Task 15 of Year Two (2) Funding Allocation.**

Year Two (2) Funding Allocation

Phase III - Project Evaluation

Task 8 - Develop Final Project Spatial Database

The project evaluation phase of the project broadly includes all the steps necessary to finalize the project spatial database; develop criteria to evaluate projects; conduct both screening level and detailed project evaluations; and develop priority rankings of projects, programs, and activities for inclusion in the FSEP.

This task will involve updating the initial project spatial database to include new project submittals received through the improved project nomination process, as well as modifications to previously submitted projects in the initial project spatial database. It should be noted that the projects, programs, and activities included in the final project spatial database at the completion of this task will constitute the universe of projects considered for detailed project evaluation and ranking.

Task 9 – Develop Evaluation Criteria

In this task we will develop a range of appropriate criteria to screen, compare, evaluate, rank, and prioritize the various nominated projects, programs and activities. These criteria will ensure

compliance with the RESTORE Act, Treasury rules, and Council goals, objectives and commitments. Three types of criteria will be developed, including:

- Screening criteria;
- Evaluation criteria; and
- Special issue criteria.

Screening criteria are typically pass/fail criteria that all projects must pass for further evaluation such as eligibility and compliance with applicable laws and regulations. Evaluation criteria are those that can be numerically (e.g., 1-10) or categorically (e.g., low, medium, high) applied to the proposed projects. Typically, categorical criteria are translated to numerical scores during the ranking process. Special issue criteria pertain to specific constraints for evaluation such as funding allocation across geographic boundaries, project types, and limits on infrastructure spending.

The development of the technical evaluation criteria will be the most challenging. The consultant team will develop evaluation criteria that support the assessment of three key project attributes:

- Feasibility; and
- Technical basis; and
- Leveraging opportunities identified.

Evaluating the feasibility of proposed projects, programs, and activities will essentially constitute a “reality check” based largely on best professional judgment. The feasibility attribute will be assessed in terms of numerous factors including but not limited to: technical efficacy (e.g., both science and engineering) workability, permitability, constructability, cost-effectiveness, and public acceptance. For example, a project may be proposed that involves the creation of a new barrier island to provide shoreline protection and recreational amenities. While such a project might be technically feasible and popular with the public, the water quality and biological impacts associated with the dredging and filling of the necessary sand material would likely make the project prohibitive with respect to regulatory permitting.

Evaluating the technical basis of proposed actions will also be based on best professional judgment. This attribute will be assessed in terms of whether or not proposed projects are based on the best available science and/or engineering, as required by the Council, and whether they have a clearly defined technical rationale and justification. In addition, this attribute addresses the relative benefits and risks associated with proposed actions. For example, a proposed project may call for the construction of a central sewer system within a large portion of a watershed to replace septic tanks, with the expected benefit being reduced nutrient loadings to coastal waters and improved water quality. However, if there is no available information that documents that the existing septic tanks are actually causing water quality problems, then it may be difficult to support such a project over other projects that provide more direct benefits.

Special issue criteria are used to account for specific requirements or goals of the overall restoration planning process. For example, the Treasury regulations limit the amount of Spill Impact Component funding that can be put toward infrastructure under certain conditions, and required adherence to Treasury allocation methodology among disproportionately and non-

disproportionately affected counties. Therefore, ensuring a properly balanced geographic distribution of projects will be important. Furthermore, there may be applicant stakeholder interest in providing for a particular balance of the various types of projects (e.g., 20% water quality improvement; 30% habitat restoration), as allowed under the Spill Impact Component of the RESTORE Act. Usually, numeric values are not applied to special issue criteria, but rather they are used to subjectively balance the overall suite of projects, programs and activities.

This task also includes the implementation of the *Other Grant Source Inventory* and coordination with applicant stakeholders to utilize the Inventory system. These sources, as well as others, will be compiled to provide applicants the opportunity to match their projects to possible sources of leverage, thereby receiving additional criterion points for ranking of their projects in the ranking system.

The evaluation criteria will be developed in two steps. First, the consultants' internal project evaluation team - composed of engineering, science, and regulatory experts - will develop a draft set of criteria based on their best professional judgment and in consideration of project evaluation schemes developed by others. In addition, the project evaluation team will review project evaluation criteria and ranking schemes developed by various Florida counties to address local project prioritization under the Direct Component of the RESTORE Act. Second, following the development of draft evaluation criteria the project evaluation team will meet with both the TAC and EAC, DEP, and other stakeholders to present and receive feedback on the draft evaluation criteria.

It is critically important that the project evaluation criteria and ranking procedures be transparent to the applicant stakeholders and the public. The applicant stakeholders must clearly understand and support the project evaluation methodology - and believe it to be reasonably objective - so that there is no suspicion of behind the scenes bias in how projects are ultimately ranked. Therefore, the draft project evaluation criteria will be posted on the project-specific website to solicit applicant stakeholder and public review and comments. In addition, a one-day workshop will be conducted with the full Consortium to present the evaluation criteria, and to obtain their approval prior to conducting the project evaluation process. Revisions to the draft evaluation criteria will be made as appropriate, based on feedback from the Consortium.

Task 10 – Conduct Detailed Project Evaluation

In this task the consultant team will apply the approved evaluation criteria to the universe of nominated projects, programs, and activities in two steps. First, each member of the consultants' internal project evaluation team will independently score each project. Then, they will convene a multi-day workshop to discuss the range of scores applied to each project to determine if the scoring methodology is producing consistent and unbiased results. Independent scores for each project will be averaged and then ordinated to produce a first cut of the highest ranked projects. The "cut line" will be determined by the estimated funding available for SEP implementation. The top ranked projects of which the cumulative cost is less than the cut line will be identified for further analysis. Second, following the development of this "above the cut" project list, the project evaluation team will again meet with the TAC and EAC, DEP, and other stakeholders to present and receive feedback on preliminary project evaluation results.

For each of the “above the cut” projects the consultant team will evaluate benefits/costs (B/C) and calculate expected return-on-investment (ROI) to inform the final project ranking and selection. Because of the necessary time and resources to undertake the B/C and ROI analysis, the consultant team will undertake this step only for those projects most likely to be selected.

B/C analysis strives to compare project benefits against cost to inform the evaluation process and ensure that selected projects provide the best “value” for the expended costs. Although B/C analysis is very effective in assessing financial benefits of projects, a limitation of B/C analysis is that it is often difficult to include important benefits, such as ecosystem services, and social enhancement in a monetary framework to balance against costs. Therefore, the consultant team will implement a methodology called Triple Bottom Line (TBL) that explicitly identifies environmental and social costs and benefits in addition to only economic returns. As the name implies, TBL explicitly tracks three important bottom lines for decision-making: economic, environmental, and social. Projects that score well in all three bottom lines will be deemed to deliver the most sustainable benefits to both the natural and built environments.

In some cases, it will be possible to monetize environmental benefits using non-market economic valuation tools. Non-market valuation is a branch of environmental economics that estimates values for natural resources and environmental goods and services that are not sold in standard markets. The consultant team will utilize existing literature in this field to assign monetary values on the benefits provided by these projects. Furthermore, the consultant team will incorporate estimates of non-market values for the resources and activities where they are available into the TBL benefit/cost evaluation, and in estimates of the ROI for the “above the cut” projects.

Task 11 – Develop Priority Project Rankings & Implement Leverage Criteria

In this task, priority project rankings will be developed using the results of the project evaluation and economic analyses described above, as well as other input received from partner and applicant stakeholders. The priority project rankings will constitute the framework of the Draft FSEP. The project evaluation and ranking processes are perhaps the most potentially controversial aspect of the project. It is critical that the stakeholders believe those processes to be objective and fair.

It is recognized that there may be concerns about the outcome of the draft priority project rankings. A two-day workshop with the full Consortium will be held at this juncture to present the findings of the draft priority project rankings. During this workshop, modifications to the project evaluation and ranking procedures may be requested by Consortium representatives to address their concerns. And it may be necessary to conduct additional project evaluation and ranking procedures to obtain approval of the final mix and geographic distribution of the various project types, programs, and activities. Therefore, this task will be conducted iteratively, working with the Consortium and other stakeholders to fine tune the final rankings to gain full support prior to the development of the Draft FSEP.

Project rankings must reflect the priorities and values of partner and applicant stakeholders and the general public. To the extent that different stakeholders and members of the public have different priorities and values, multiple rankings could be conducted to address various scenarios of interest. Alternative ranking scenarios could be developed to allow multiple perspectives to be considered. For example, ranking scenarios may emphasize different values – ROI, acres of ecosystem restoration and/or conservation, water quality improvement, flood protection, tourism, etc. – or combinations of these values. Scenarios may also emphasize different time frames (near-term or long-term). The consultant team will work with the Consortium and other stakeholders to develop a manageable set of scenarios for assessment. Each scenario will optimize project selection within the expected total FSEP budget constraints.

This task also includes the implementation of the *Other Grant Source Inventory* and coordination with applicant stakeholders to utilize the Inventory system. These sources, as well as others, will be compiled to provide applicants the opportunity to match their projects to possible sources of leverage, thereby receiving additional criterion points for ranking of their projects in the ranking system. The implementation of the inventory database will include the following activities to insure that applicant stakeholders are well informed and engaging in the database's potential.

- Organize multi-county workshops on the potential of leveraging
- Advise applicants with current projects in DEP Portal of the new criterion and information needed to comply with
- Provide technical assistance to individual applicants
- Review applications to determine validity of suggested leverage sources for each project
- Create a bi-weekly newsletter of new opportunities as they are announced

There will also be ongoing needs to update the inventory after the PSEP process and continue engaging with partner and applicant stakeholders to increase the overall effectiveness of the leveraging potential for viable projects. These ongoing efforts include:

- Update Inventory of available leverage opportunities
- Continue bi-weekly newsletter of new opportunities as they announce
- Continue liaison efforts with Federal/State stakeholders on leverage opportunities
- Grant workshops and technical assistance for runner-up applicants
- Technical assistance to leverage grant opportunity applicants/RESTORE grant recipients to maximize competitiveness

Phase IV - Final SEP Development

Task 12 – Prepare Draft FSEP

Upon approval of the final priority project rankings by the Consortium, the consultant team will prepare the Draft FSEP, using the project rankings as the framework. The Draft Final SEP will meet or exceed the minimal content requirements set forth in the *Oil Spill Impact Component: State Expenditure Plan Guidelines* prepared by the Gulf Coast Ecosystem Restoration Council (December, 2014). As part of this task it is anticipated that the consultant team will make a presentation to the Council summarizing the methods, findings and recommendations of the Draft FSEP.

Task 13 – Draft FSEP Review & Revisions

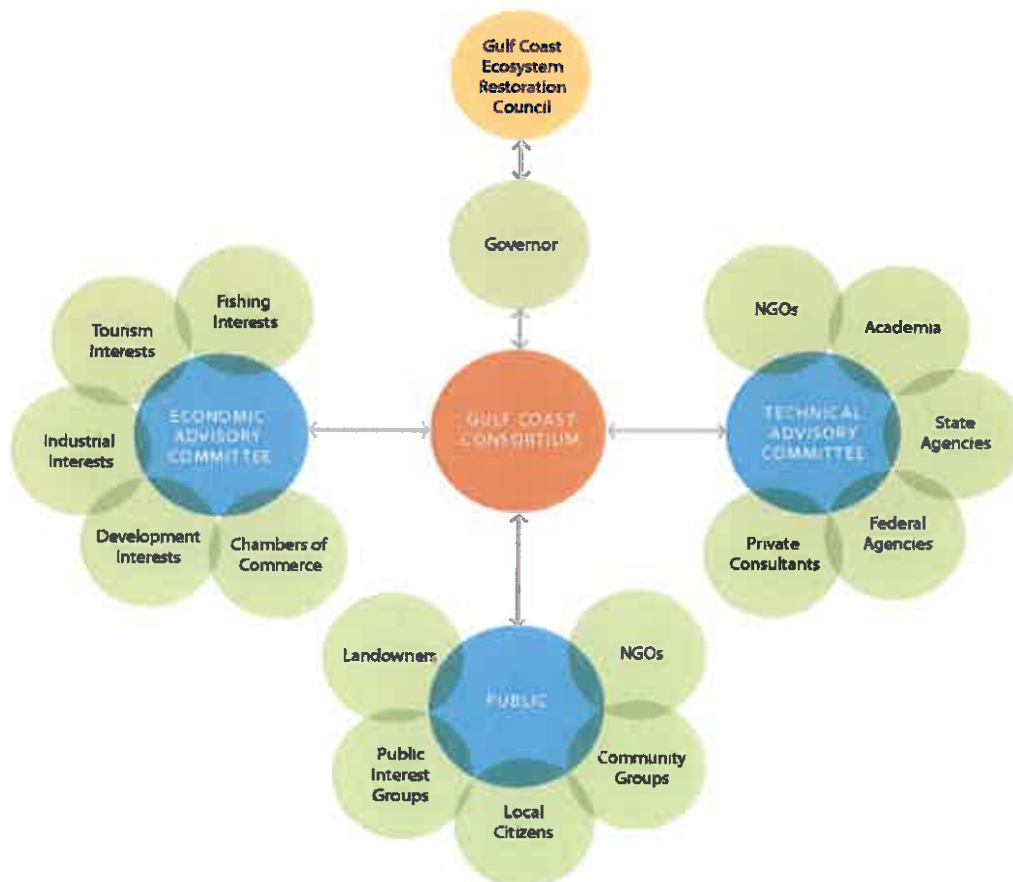
In this task, the consultant team will direct and manage the formal public process of review, comment, revision and approval of the Draft FSEP. If necessary, the consultant team will conduct additional review workshops with the various reviewers including key public and stakeholder groups, the Consortium, the DEP, the Governor, and the Council. Appropriate revisions to the Draft FSEP will be made as directed by the reviewers. It is anticipated that this coordinated review process will be conducted iteratively until the document is deemed to be complete, acceptable, and compliant with all applicable legal requirements.

Task 14 – Prepare Final FSEP

Upon approval of the revised Draft FSEP by the Consortium, the Governor, and the Council, the consultant team will prepare the Final FSEP document. The Final SEP will be prepared in a style that is easily readable and understandable by elected officials and the lay public, with numerous graphics and call out boxes. Supporting detailed technical materials will be included as a series of appendices.

Task 15 - Public Involvement & Stakeholder Coordination

A rigorous program of public involvement and stakeholder coordination will be critical to the approval of the FSEP and its effective implementation, and the consultant team will dedicate the necessary attention and resources to these activities to ensure success. As discussed above, public involvement and stakeholder coordination will be an ongoing project activity integrated into the various tasks. The project flow chart diagram above indicates key points in the process where stakeholder coordination, input, and approval will be needed. The figure below shows the structure of the proposed Public Involvement Plan outreach program.



Generating a broad level of support for the projects, programs, and activities contained in the FSEP will be achieved primarily through the implementation of our Public Involvement Plan, and is a key measure of success for the planning effort. The overarching goals of our Public Involvement Plan are to ensure that:

- The FSEP planning process is transparent and fair;
- All interests and viewpoints are heard and properly considered; and
- A broad consensus of support for the FSEP is obtained from the major stakeholders.

These goals will be attained through a wide variety of outreach and communication methods including: interviews with elected officials and key stakeholders; public meetings at the county, watershed and regional levels; development and maintenance of a project-specific website; and social media. It should be noted that in this context the term “consensus” is generally defined as the absence of opposition or strong dissenting opinion. For something as complex and wide ranging as the FSEP it is not reasonable to expect perfect harmony or unanimity among the stakeholders. However, the goal of achieving a broad consensus of support is considered to both desirable and feasible.

In addition to engaging the general public the consultant team will establish and obtain specialized feedback from our two advisory committees, the Technical Advisory Committee (TAC) and the Economic Advisory Committee (EAC). The role of the TAC is to obtain independent feedback on the technical efficacy of the SEP throughout its development. The need for the TAC is essentially specified by the Council in their requirement for the SEP to embody, and be based on, “the best available science.” Accordingly, the TAC will be composed of independent technical experts in applicable fields of science and engineering. Experts will be sought from: academia; private consulting; federal, state, and local natural resource agencies; and applicable NGOs.

The role of the EAC will be to ensure that the SEP planning process properly accounts for economic factors in the project evaluation process, and appropriately balances the viewpoints and concerns of various economic interests potentially affected by the SEP. Accordingly, the EAC will be composed of representatives from various business organizations including fishing, tourism, industrial and development interests. In addition, the EAC will also include representatives from local and state chambers of commerce as well as major land owners in affected areas of the Gulf Coast.

Furthermore, throughout the FSEP planning process the consultant team will be actively engaged with the Consortium – including elected officials and associated County staff, as well as gubernatorial appointees to the Consortium. Finally, the consultant team, through the Consortium, will regularly communicate with key DEP staff and other state agencies, the Governor’s office, and the Florida representative to the Council.

Task 16- Conceptual Design & Feasibility Studies

The planning activities proposed for funding under this grant request are limited to the development of a comprehensive State Expenditure Plan for the State of Florida (defined as an

eligible activity in 33.S.C. 1321(t)(1)(B)(i)(III)), as well as conceptual design and feasibility studies related to specific projects (defined as an eligible activity in the RESTORE Council's Spill Impact Component Planning Grants Rule; 79 FR, 78779). Specifically excluded from funding under this grant request are engineering and environmental studies related to specific projects.

The terms "conceptual design and feasibility studies" for specific projects are interpreted to include as-needed technical studies to better define specific projects for comparative evaluation, and possible inclusion in the Florida State Expenditure Plan. For example such technical analyses on an environmental project could include conceptual designs to further define the need and scope of a proposed project, as well as feasibility studies to determine permitting challenges and more accurate cost information for a proposed project. The rule provision for conceptual design and feasibility studies is also anticipated to support the development of an "early action plan" as a component of the Florida State Expenditure Plan. An "early action plan" would identify the highest priority projects that meet all applicable criteria and are clearly in the public interest. The completion of conceptual designs and feasibility studies for the highest priority projects will accelerate their subsequent implementation upon approval of the Florida State Expenditure Plan.

It is expressly understood that engineering (e.g., the development of engineering design plans and specifications) and environmental studies (e.g., the preparation of regulatory permit applications and/or NEPA compliance documents) related to specific projects fall under the purview of implementation, and such activities are not to be funded using planning grant funds.

Budget Narrative



III. Budget Narrative

Introduction

The Gulf Consortium was designated as the eligible entity for Florida to receive Spill Impact Component Planning funds and was tasked with developing the State Expenditure Plan. On September 19, 2012, the 23 Florida Gulf Coast counties- from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida-entered into an Interlocal Agreement to formally create the Gulf Consortium to meet the requirements of the RESTORE act. **See Appendix 2.**

The Consortium's Board of Directors consists of one representative from each of the 23 county governments (plus six (6) Appointees from the Governor). The entity is a public body and a unit of local government, with all the duties, powers and authority provided for in the Interlocal Agreement and by Florida law and the RESTORE Act.

The Interlocal Agreement empowered the Consortium to select and engage a manager to administer the operations of the Consortium, perform as the staff of the Consortium, as authorized by the Board and perform all other administrative duties as directed by the Board in furtherance of the Consortium's duty to develop Florida's SEP. Since its inception, the Consortium has met approximately six (6) times each year and has held many committee meetings to begin developing Florida's State Expenditure Plan.

Additionally, the Gulf Consortium entered into a Memorandum of Understanding with the Governor of the State of Florida to establish cooperation for the benefit of all RESTORE activities and appoint six members to the Consortium Board. **See Appendix 3.**

From its inception to present, the Consortium has, by contract, used the Florida Association of Counties (FAC) as its interim general administrative and fiscal management support as it began the initial phases of developing Florida's SEP. These initial steps have included the standing up of new local government to fulfill the mandates of the RESTORE Act in Florida; the provision of board services for a statewide board of 29 members; establishing financial controls; and securing services and facilities, mostly on a volunteer and pro bono basis for the Consortium to begin its work to develop Florida's SEP. FAC is **NOT** requesting grant funding for these services.

In addition, the Consortium, by contract, has used Nabors, Giblin & Nickerson, P.A., (NGN) to provide interim general counsel services to the Board, also in furtherance of completing the startup phases of Florida's SEP development. These services included the provision of legal advice interpreting completely new rules, regulations, and guidelines issued by an equally new federal agency, also created by the RESTORE Act. These services were necessary for the Consortium to begin developing Florida's SEP, and included: advice, counsel and assistance in the Consortium's development and submission of the now-approved Planning SER for Florida. NGN is **NOT** requesting grant funding for these pre-award costs.

Furthermore, a working relationship between the Consortium and Leon County also currently exists. The Consortium entered into an Interlocal Agreement with the Leon County Board of County Commissioners in March 2014 to provide procurement services for the selection of a planning consultant to assist the Consortium in the development of the Florida State Expenditure Plan. The Interlocal Agreement was amended in December 2014 to provide for all goods and services the Consortium may need to develop Florida's SEP, including the provision of procurement assistance for the competitive selection of the permanent, contractual legal services and the permanent, contractual SEP development management services for the Consortium. Copies of the two (2) Interlocal Agreements with Leon County are attached in **Appendix 4 & 5**. The Consortium is not requesting grant funding for these pre-award services. The Consortium is requesting grant funding in the amount of \$4,740 to reimburse the Leon County Clerk's Office for fees paid to its outside legal counsel for preparing the Interlocal Agreement to provide financial management services for the Planning Grant. On June 19, 2015 the Consortium entered into an Interlocal Agreement with the Leon County Clerk's Office to provide certain financial management services for implementation of the SEP Grant Application.

The agreements with The Leon County Board of County Commission (procurement) and the Leon County Clerk's Office (financial management) were entered into as sole source contracts; however, both local government offices have chosen to provide these services at no cost to the grant.

All these initial steps were necessary and vital to the standing up of a new local government to fulfill the mandates of the RESTORE Act in Florida; the provision of board services for a statewide board of 29 members; establishing financial controls and securing services and facilities, mostly on a volunteer and pro bono basis for the Consortium to begin its work to develop Florida's SEP. Please refer to **Appendix 10** the GCERC Organizational Self Assessment.

Process for Selection of the Consultant Team to Develop the Florida SEP

Through a fair and open competitive process conducted by Leon County Board of County Commissioner Office of Financial Stewardship, Purchasing Division.

On March 26, 2014, the Consortium adopted a two-phased selection process to procure the services of a consultant to assist the Consortium in the development of the Florida State Expenditure Plan (FSEP) and Grant Administration services. The decision to procure the services of a consultant was based on two considerations: 1) the Consortium lacked in-house staff resources with the specialized coastal master planning expertise and experience necessary to prepare the FSEP; and 2) it was deemed that an independent consultant could best and most fairly balance the various interests involved in the preparation of the FSEP.

The first phase of the consultant selection process began with Leon County Purchasing issuing an Invitation to Negotiate (ITN) on behalf of the Consortium, followed by the selection of an independent and balanced consultant Evaluation Team that included five highly qualified professionals with diverse experience and expertise, and geographic representation. The

Evaluation Team reviewed, analyzed, and ranked the six consultants that submitted ITN responses, recommending four of them to move forward on a short list. The Consortium's Executive Committee met in a public meeting and approved the short list.

On August 21 and 22, 2014, the Evaluation Team interviewed each of the four shortlisted consulting firms. The purpose of the interviews was to elicit more information on each team's approach to the development of the FSEP including the project nomination process, the project evaluation process, the public involvement process, the team's cost proposals, and the additional services the team could provide to add value to the Consortium. Following the interviews the Executive Committee, also in a public meeting, approved a Request for Best and Final Offer (RBAFO). Leon County Purchasing released the RBAFO to each of the four short-listed firms, and each firm provided a timely response to the RBAFO.

On October 30, 2014, the five-person Evaluation Team met in Tallahassee, in an open, noticed meeting, and evaluated each firm's RBAFO response. Each Evaluation Team member independently filled out four Evaluation Criteria Score Sheets, giving each firm a raw score based on the criteria in the RBAFO. Leon County Purchasing then summed the raw scores and developed ordinal rankings. When the summary scoring results were presented to the Evaluation Team, the Team unanimously recommended the **Environmental Science Associates (ESA)** consultant team because ESA was the highest ranked firm based on both total raw and ordinal scores. The full Consortium approved the consultant selection of the ESA team at its November 17, 2014 board meeting in Tampa and the Consortium and ESA entered into a contract on March 13, 2015.

Process for Selection of the Permanent Legal Counsel

Through a fair and open competitive process conducted by Leon County Board of County Commissioner Office of Financial Stewardship, Purchasing Division.

The Consortium has fully complied with 2 CFR 200 in the procurement of professional services including the legal services for the Consortium. The Leon County Board of County Commissioner Office of Financial Stewardship, Purchasing Division has completed the process of assisting the Consortium in an open, competitive RFP process to secure contractual legal services for the Consortium. This process included the establishment of an open, transparent Evaluation Team, composed of the Department of Environmental Protection General Counsel; two county attorneys; and two county administrators. That team has evaluated, ranked, and recommended an award for the permanent, contractual legal services firm for the Consortium to Nabors, Giblin, Nickerson for an annual fee not to exceed \$150,000.

Pre-Award Activities

1. Procurement services by Leon County Board of County Commissioners

Engaged as a sole source contract to assist the Consortium with all procurement services including SEP Development Consultant (ESA Consultant Team) and general legal services (Nabors, Giblin, Nickerson). However, Leon County has decided to provide these services at no cost to the Grant.

2. ESA Consultant Team

The ESA Consultant Team has been authorized to initiate planning activities during the pre-award period to expedite the development of the Florida State Expenditure Plan. These activities include the following:

- Task Order #1 – Preparation of the Planning State Expenditure Plan and the Administrative Grant Application to receive planning grant monies.
- Task Order #2 – Facilitate a goal setting workshop with the Gulf Consortium to develop and adopt Florida – specific goals and objectives. Held on August 26, 2015 in St. Petersburg, Florida.
- Task Order #3 – Initiate Phase I of the Public Involvement Program which will entail: 1) preparation for the goal setting workshop; 2) development of a process for nomination the Technical Advisory Committee and Economic Advisory Committee membership; 3) development of a process for coordinating with other related RESTORE Act planning activities in Florida; and, 4) design and implementation of a stand-alone Gulf Consortium website; development and implementation of a social media communications plan for the planning process.

3. Audio/Visual & Meeting room rental

The direct costs of conducting periodic meetings (5) of the Gulf Consortium Board of Directors.

4. Legal fees for Clerk’s Office Planning Grant Fiscal Agent Services Agreement

The Clerk’s Office outside legal counsel, Bryant, Miller, & Olive drafted the Interlocal Agreement between The Clerk’s Office and the Gulf Consortium. The Sole Source contract was for the Clerk’s Office to provide financial management services to the SEP implementation grant. The Clerk’s Office will provide the financial management services at no cost to the Gulf Consortium Grant.

PRE-AWARD PERIOD: 8/22/14-9/30/15 = \$138,477

Object Class Categories

f. Contractual

Procurement Services by Leon County Board of County Commissioners	-0-
<p>Performed by Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division.</p> <p>The Gulf Consortium, through an Interlocal Agreement engaged the Leon County Board of County Commissioners and its staff to perform procurement services including the selection of a consultant to prepare the SEP, permanent management, and legal services. Copies of the Agreements are attached as Appendix 4 & 5.</p> <p>Leon County is not charging for these services.</p>	

ESA Consultant Contract Task 1, 2 & 15		\$122,540
<p>Negotiated professional services fixed fee contract with ESA consultant team. The ESA Consultant Team calculated the number of hours necessary to complete each task and applied a weighted (all costs included) professional hourly rate of \$205 per hour to arrive at a fixed fee cost for each task. Therefore, each task will be paid at the fixed fee agreed upon cost regardless of the level of effort contributed by the ESA Consultant Team. This ensures the Consortium will not experience any cost overruns. The ESA Consultant Team will not be responsible for keeping hourly records since all fees are determined on a fixed fee basis and successful outcomes will be based on Task Deliverables.</p>		
TASK	DESCRIPTION (HOURS NEEDED TO COMPLETE)	TASK COST
1	Prepare PSEP and Administrative Grant Application (248 hrs.)	\$50,980
2	Conduct Consortium Goal Setting Workshop (105 hrs.)	\$21,560
15	Public Involvement and Stakeholder Coordination (244 hrs.)	\$50,000

Audio/Visual and Meeting Room Rental	\$11,197
Based on actual invoices for conducting 5 meetings.	

Legal Fees for Clerk's Office Planning Grant Financial Management Services Interlocal Agreement	\$4,740
The Law Firm of Bryant, Miller, & Olive which serves as the Leon County Clerk's Office outside legal counsel, prepared the Interlocal Agreement between the parties. Cost is based on invoice from law firm to Clerk's Office.	

YEAR 1 PERIOD: 10/1/15-9/30/16 = \$1,060,187

Object Class Categories

f. Contractual

SEP Contracts Manager/Subject Area Technical Reviewer	\$50,000
The Gulf Consortium intends to engage one professional with the skill set to oversee and manage the contracts such as the ESA Consultant Team and one who possess the subject area technical expertise to properly evaluate Task invoices that are submitted periodically. The selection of this person is TBA.	

ESA Sub-Contractor – Langton Associates	\$47,000
<p>An element of the original Invitation To Negotiate (ITN) and the subsequent Request for Best And Final Offer (RBAFO) proposals from the ESA Consultant Team was to provide SEP implementation & grant management as an additional service.</p> <p>During the proposal review process ESA added to their team the grant writing and grant management firm of Langton Associates.</p> <p>Therefore, having been properly procured the Gulf Consortium is engaging the services of ESA Subcontractor, Langton Associates to provide general grant management services during the SEP implementation.</p>	

The services will be provided at a fixed fee basis for twelve months. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a rate of \$205 per hour.

For the specific services to be provided please refer to Section IV Certification and Documentation, Financial Management.

Contractual Legal Services – Nabors, Giblin, Nickerson	\$90,000
<p>Nabors, Giblin, Nickerson was competitively selected by a procurement process conducted by Leon County. The firm will provide General Counsel legal services to all SEP activities for a fee “not to exceed” \$150,000 per year, \$90,000 of which will be paid from grant funds. General Counsel recurring Tasks associated directly with the development of SEP shall include legal research, advice and opinions to the Consortium regarding the following: 1. Procurement and contract negotiation of consultants providing services for the development of the SEP including but not limited to auditors, grants administrators, planners, outreach consultants, fiscal agents, managers and other providers of necessary services; 2. Preparation and interpretation of contracts for services for the development of the SEP; 3. Preparation and administration of grants and grant agreements; and 4. Requirements for the development, public notice, submission of the SEP.</p>	

Audio/Visual and Meeting Room Rental	\$40,000
<p>Based on conducting 10 meetings at approximately \$4,000 per meeting.</p>	

Audit Services	\$25,000
<p>Estimate based on recent history of similar independent audit contract amounts for similar government grant contracts.</p>	

ESA Consultant Team Tasks 3-7 and 15	\$808,187
<p>The Consortium will negotiate with the ESA team for each specific task utilizing a task order system with a fixed professional fee for each task. For further detail please refer to project narrative description of tasks. Budget is based on a weighted professional hourly rate of \$205 an hour times the estimated number of hours needed to complete each task. Each task will be paid at the fixed fee negotiated professional services contract rate with ESA consultant team. The ESA Consultant Team calculated the number of hours necessary to complete each task and applied a weighted (all costs included) professional hourly rate of \$205 per hour to arrive at a fixed fee cost for each task. Therefore, each task will be paid at the fixed fee agreed upon cost, regardless of the level of effort</p>	

contributed by the ESA Consultant Team. This ensures the Consortium will not experience any cost overruns. The ESA Consultant Team will not be responsible for keeping hourly records since all fees are determined on a fixed fee basis and successful outcomes will be based on Task Deliverables.

TASK	DESCRIPTION (HOURS NEEDED TO COMPLETE)	TASK COST
3	Compile Initial Project List (290 hrs.)	\$69,537
4	Sort, Attribute & Screen Initial Project and Leveraging Lists (694 hrs.)	\$162,250
5	Develop Initial Project Spatial Database (529 hrs.)	\$108,450
6	Conduct Gap Analysis (248 hrs.)	\$50,850
7	Develop/Implement Improved Nomination Process (815 hrs.)	\$167,100
15	Continued Public Involvement and Stakeholder Coordination (1,220 hrs.)	\$250,000

YEAR 2 PERIOD: 10/1/16-9/30/17 = \$3,652,861

Object Class Categories

f. Contractual

SEP Contracts Manager/Subject Area Technical Reviewer	\$50,000
The Gulf Consortium intends to engage one professional person with the skill set to oversee and manage the contracts such as the ESA Consultant Team and one who possess the subject area technical expertise to properly evaluate Task invoices that are submitted periodically. The selection of this person is TBA.	

ESA Sub-Contractor – Langton Associates	\$47,000
An element of the original Invitation To Negotiate (ITN) and the subsequent Request for Best And Final Offer (RBAFO) proposals from the ESA Consultant Team, was to provide SEP implementation & grant management as an additional service.	

During the proposal review process ESA added to their team the grant writing and grant management firm of Langton Associates.

Therefore, having been properly procured the Gulf Consortium is engaging the services of ESA Subcontractor, Langton Associates to provide general grant management services during the SEP implementation.

The services will be provided at a fixed fee basis for twelve months. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a rate of \$205 per hour.

For the specific services to be provided please refer to Section IV Certification and Documentation, Financial Agreement.

Contractual Legal Services – Nabors, Giblin, Nickerson	\$90,000
<p>Nabors, Giblin, Nickerson was competitively selected by a procurement process conducted by Leon County. The firm will provide General Counsel legal services to all SEP activities for a fee “not to exceed” \$150,000 per year, \$90,000 of which will be paid from grant funds. General Counsel recurring Tasks associated directly with the development of SEP shall include legal research, advice and opinions to the Consortium regarding the following: 1. Procurement and contract negotiation of consultants providing services for the development of the SEP including but not limited to auditors, grants administrators, planners, outreach consultants, fiscal agents, managers and other providers of necessary services; 2. Preparation and interpretation of contracts for services for the development of the SEP; 3. Preparation and administration of grants and grant agreements; and 4. Requirements for the development, public notice, submission of the SEP.</p>	

Audio/Visual and Meeting Room Rental	\$40,000
Based on conducting 20 meetings at approximately \$2,000 per meeting	

Audit Services	\$25,000
Based on recent history by FAC’s independent audit contract amount (ranges between \$23,000 and \$27,000)	

ESA Consultant Team Tasks 8- 16	\$3,400,861
--	--------------------

The Consortium will negotiate with the ESA team for each specific task utilizing a task order system with a fixed professional fee for each task. For further detail please refer to project narrative description of tasks. Budget is based on a weighted professional hourly rate of \$205 an hour times the estimated number of hours needed to complete each task. Each task will be paid at the fixed fee negotiated professional services contract rate with ESA consultant team. The ESA Consultant Team calculated the number of hours necessary to complete each task and applied a weighted (all costs included) professional hourly rate of \$205 per hour to arrive at a fixed fee cost for each task. Therefore, each task will be paid at the fixed fee agreed upon cost, regardless of the level of effort contributed by the ESA Consultant Team. This ensures the Consortium will not experience any cost overruns. The ESA Consultant Team will not be responsible for keeping hourly records since all fees are determined on a fixed fee basis and successful outcomes will be based on Task Deliverables.

TASK	DESCRIPTION (HOURS NEEDED TO COMPLETE)	TASK COST
8	Develop Final Project Spatial Database (575 hrs.)	\$117,900
9	Develop Evaluation Criteria (527 hrs.)	\$108,040
10	Conduct Detailed Project Evaluation (1,622 hrs.)	\$332,470
11	Develop Priority Project Rankings and Implement Leverage Criteria (1,617 hrs.)	\$331,480
12	Prepare Draft Final SEP (775 hrs.)	\$158,940
13	SEP Review & Revisions (611 hrs.)	\$125,231
14	Prepare Final SEP (430 hrs.)	\$88,200
15	Public Involvement and Stakeholder Coordination (1,944 hrs.)	\$398,600
16	Conceptual Design & Feasibility Studies (8,049 hrs.)	\$1,740,000



Certification and Documentation



IV. Certification and Documentation

Financial Management

The Consortium is a public entity created in October 2012 through an Interlocal Agreement between Florida's 23 Gulf Coast Counties. As a public entity, the Consortium must meet all local government transparency requirements in Florida, including open public records and meetings, ethics, and state auditing obligations.

From its inception to present the Consortium has utilized the Florida Association of Counties (FAC) as its interim general administrative and fiscal management staff to support its activities to date. In addition the Consortium has used Nabors, Giblin & Nickerson, P.A., to provide interim general counsel services to the Board. A working relationship between the Consortium and Leon County also currently exists. The Consortium entered into an Interlocal Agreement (sole source contract) with the Leon County Board of County Commissioners in March 2014 to provide procurement services for the selection of a planning consultant to assist the Consortium in the development of the Florida State Expenditure Plan. The Interlocal Agreement was amended in December 2014 to provide for the procurement of all goods and services the Consortium may need. Copies of the Interlocal Agreements with Leon County are attached in **Appendix 4 & 5**.

The amended Interlocal Agreement contracts the county to provide procurement assistance for the competitive selection of the permanent, contractual legal services and the permanent, contractual SEP development management services for the Consortium.

The Consortium entered into a new Interlocal Agreement June 19, 2015 with the Leon County Clerk of Courts, to provide the financial management primarily bookkeeping services for SEP grant funding to include fiscal management functions; an general ledger accounting. The Interlocal Agreement with the Leon County Clerk's Office is attached in **Appendix 6**.

Leon County government has a long and extensive history of receiving and managing millions of dollars in federal grants each year. Currently it manages grants from all federal sources of approximately \$9 million annually. It fully complies with the Uniform Guidance Section 200's provisions related to administration, cost principles and audit requirements. Leon County has an unblemished record in managing federal and state grants and effectively implementing statutory, regulatory and other requirements imposed on non-federal entities.

The Gulf Consortium has chosen to engage the services of ESA sub-contractor Langton Associates to provide grant management services during the two (2) years of the implementation of the \$4.8 million Administrative Grant Program. This firm has extensive experience with managing complex federal and state grants over the last 33 years.

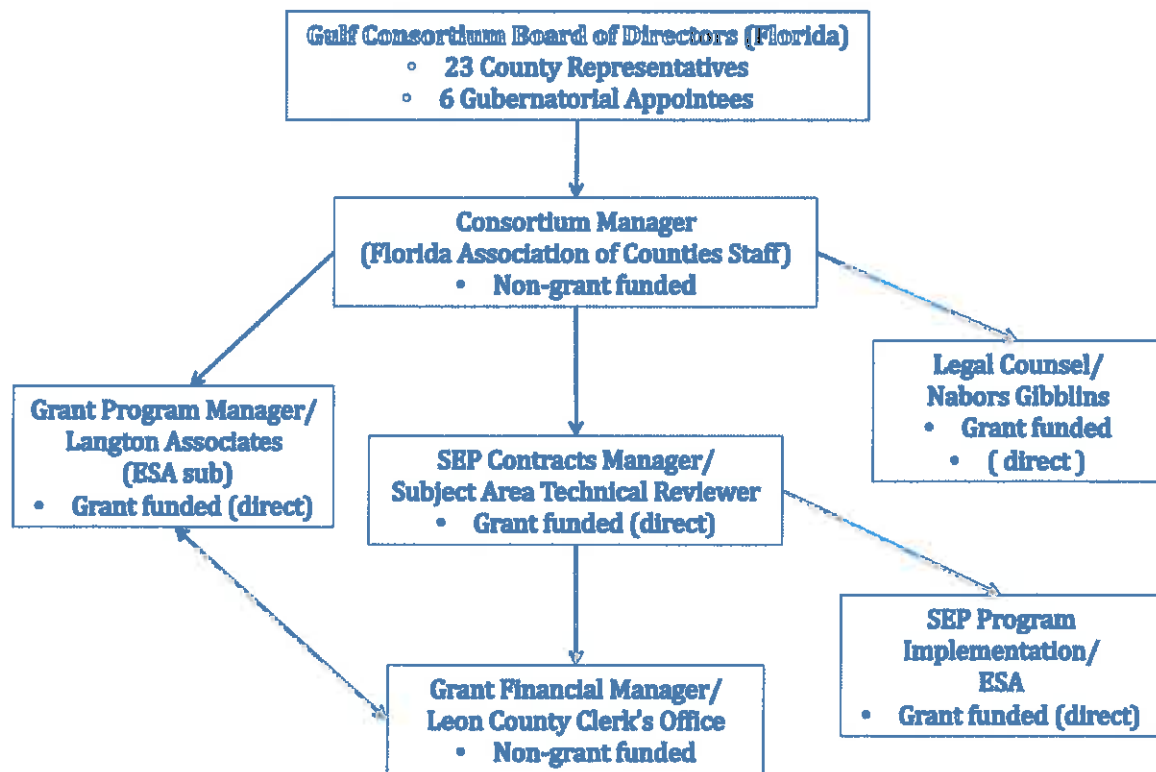
The Gulf Consortium has established an expansive system of check and balances within their grant and financial management system to ward against potential fraud and abuse. No system is perfect but this one has multiple players and approval procedures to reduce the risk of unallowable expenditures or misappropriated funds.

Our system components include:

- Consortium Manager (FAC Staff)
 - Final say on all invoices & disbursements.
- SEP contract manager/subject area technical reviewer (TBA)
 - Review & approval authority over all invoices submitted by ESA Consultant and its subcontractors.
 - Submit approval recommendations to Consortium Manager.
- General legal counsel (N.G.N.)
 - Review and approval of all contracts to ensure Restore Act compliances.
- Grant program manager (Langton Associates)
 - Perform all general grant management functions including: financial controls duties; grant reporting; recono keeping; internal self monitoring; environmental reviews; supervising procurement process; preparing amendment/modifications to grant; preparing policies and procedures; project closeout functions; and supervising the annual independent audit.
- Grant Financial Manager (Leon County Clerk's Office)
 - Leon County Clerk will process checks for Gulf Consortium
 - A complete separate bank account has been set up in Gulf Consortium's name
 - Leon County Clerk is not authorized to use the bank account
 - The financial activity for Gulf Consortium will be housed in a separate fund in Leon -County Clerk's financial system (ACS Banner with Ellucian providing system upgrades), separate from all other Clerk activity
 - Invoices will be reviewed and approved by The SEP contract manager/subject area technical reviewer and by The Consortium Manager (FAC ataff) prior to being sent to Leon County Clerk for distribution
 - Invoices will be entered into Leon County Clerk's financial system by Clerk staff
 - Checks will be cut using Gulf Consortium check stock and authorized digital signatures
 - Disbursements will automatically be recorded in the separate fund created for Gulf Consortium
 - Copies of all distributions will be provided to the appropriate parties by Leon County Clerk
 - Funds received will be electronically deposited into the Gulf Consortium bank account;
 - Leon County Clerk will never be in possession of Gulf Consortium funds
 - Leon County Clerk will record all Gulf Consortium receipts in the separately created fund in Leon County Clerk's financial system
 - Monthly financial statements are generated by a third party application Entitled Castware Working Papers.

For a better understanding of the players and their roles please see the Organizational Flow Chart below:

Organizational Flow Chart



To fully explain our financial controls and general grant management tasks please review the two (2) documents below:

**The Gulf Consortium
Administrative and Financial Management Tasks**

FINANCIAL CONTROLS

Payment Process

Invoice Review/Approval Process

Responsible Party: Consortium Manager and SEP Contract Manager/Subject Area Technical Reviewer (S.A.T.R.)

Number of Person to Complete Task: 2

Estimated Time to Complete the Initial Review Process: 2 days

Tasks to be completed:

1. Verify Signature Authority (Consortium Manager)
2. Verify Date of Invoice (was the work completed during the eligible timeframe?) (Consortium Manager)
3. Verify that the activity completed is in the Scope of Work (S.A.T.R)
4. Verify that the activity is a grant program “qualified expenditure” eligible per 2 CFR 200 and NOFA (are the activities allocable, allowable, and reasonable?) (S.A.T.R)
5. Consortium shall ensure the Clerk’s Office has “read-only access” to the Payment Account for the ability to print bank statements and ensure that the money is available for disbursement (Consortium Manager)
6. Consortium shall provide an electronic signature for check printing purposes (Consortium Manager)
7. Send invoice to Leon County Clerk’s Office for Payment Review/Approval marked “Approved for payment by the Gulf Consortium (Consortium Manager)

Payment Review/Approval Process (Pre-Audit of Invoices and Audit Overview)

Responsible Party: Leon County Clerk's Office

Number of Persons to Complete Task: 2

Estimated Time to Complete the Review Process: 1 day

Tasks to be completed:

1. Record receipt (date and time stamp) of the invoice by Disbursement Department (Clerk Staff #1)
2. Disbursement Department will attach an explanation of why the invoice is not billed to the Leon County Clerk's Office (required by the BCC Department) (Clerk Staff #1)
3. A Purchase Order (PO) must be attached to the payment with a PO# to include in the Clerk's internal financial system (ACS Banner) (Clerk Staff #1)
4. Ensure that all proper pre-auditing procedures are completed per the *Leon County Clerk Finance Department Operating Policy and Procedure Manual (see Appendix 9)* (Clerk Staff #1)
5. The Disbursement Department determines the proper coded and recorded line item activity that the invoice should be paid from (Clerk Staff #2)
6. Verify that the project budget supports the cost of the invoice (Clerk Staff #2)
7. Record receipt of the invoice in the Clerk's internal financial system (ACS Banner)
8. Send approval notice to the person responsible for entering drawdown (Clerk Staff #2)

Submission of Drawdown in designated Electronic Format and System

Responsible Party: Leon County Clerk's Office; Consortium manager; and Langton Associates.

Number of Persons to Complete Task: 2

Estimated Time to Complete the Submission Process: 2 days

Tasks to be completed:

1. Enter the amounts of each invoice received into the designated areas of the Online Funding System (Clerk Staff #2)
2. Notify the designated "approver" that the appropriate drawdown information has been entered and needs further review (Consortium Manager)
3. The designated "approver" will then electronically submit the drawdown to the Grantor for approval and payment (Consortium Manager)
4. One of the two persons assigned this task will track the payment request progress (typically takes between 15 to 30 days to receive payment from Grantor) (Langton)
5. When payment is received, the designated "approver" will send notification to the person who issues checks for payment to vendors within 3 business days (Langton)

Issue Payment to Vendors

Responsible Party: Leon County Clerk's Office

Number of Persons to Complete Task: 1

Estimated Time to Complete the Transactions: 3 days

Tasks to be completed:

1. Issue and mail checks to vendors (Clerk Staff #4)
2. Provide evidence to Consortium Manager that all of the money received from the Grantor has been properly disposed of in a detailed financial activity ledger (Clerk Staff #4)
3. Record payment in the Clerk's internal financial system (ACS Banner)
4. Provide check copies and any other backup documentation to Consortium Manager for the grant recordkeeping system (Clerk Staff #1, #2, #3, or #4)

Reporting Process

Financial Reporting Process

Responsible Party: Leon County Clerk's Office and Consortium Manager

Number of Persons to Complete Task: 2

Reporting Timeline: Monthly to Consortium Manager

Tasks to be completed:

1. Submit monthly grant financial activity ledgers to Consortium Manager for review/approval (Clerk Staff #1, #2, #3, or #4)
2. Consortium Manager submits notification that the monthly grant financial activity ledgers have been approved to Langton Associates, Inc. to be included in the Progress Reporting process (Consortium Manager)

Progress Reporting Process

Responsible Party: Langton Associates

Number of Persons to Complete Task: 2

Reporting Timeline: Monthly to Consortium Manager

Tasks to be completed:

1. Gather all monthly planning grant progress activity (Heather)
2. Create narratives based on monthly planning grant progress activity based on the Scope of Work (Heather)
3. Review monthly financial activity ledgers to determine whether or not the financial activity matches the activities completed during the designated time frame (Heather)
4. Combine the final financial activity and grant progress activity into one report for team review (Lisa or Mike)

Quarterly/Bi-Annual Reporting to Council

Responsible Party: Langton Associates and Consortium Manager

Number of Persons to Complete Task: 3

Reporting Timeline: Quarterly/Bi-Annually to Council

Task to be completed:

1. Enter all financial and progress reporting information into the designated online reporting system (Heather - Langton)
2. Notify designated "approver" that the reporting information has been entered and needs further review/approval (Mike - Langton)
3. Notify the Consortium Manager that the final report is ready for final review/approval (Consortium Manager)
4. Submission of final report to Council in designated online reporting system (Heather or Mike - Langton)
5. Answer any questions or make any edits requested by the Council before final approval (Heather or Mike - Langton)
6. Maintain final approved reports in the recordkeeping system (Heather - Langton)

The Gulf Consortium General Grant Management Tasks

RECORDKEEPING

Establish an Electronic and Hard Copy Recordkeeping System

Per 2 CFR 200, grantees are encouraged to keep all grant records maintained in a centralized location in an electronic format. It is also encouraged that a hard copy paper recordkeeping system is also maintained in the event that the electronic records are not kept in a non-alterable format.

Contents should include, but are not limited to:

- All financial records (internal financial activity ledgers, invoices, payments, reports)
- All approved reports (monthly and quarterly/bi-annual reports)
- All Procurement documents (advertisements, responses, contracts, etc.)
- Grant Management Policies and Procedures
- Monitoring Checklists (Council provided checklists and internal self-monitoring checklists.)

Recordkeeping System Access

The hard copy recordkeeping system should be kept in a centralized location that has full access during business hours. All electronic recordkeeping systems should be located on a password-protected server that is accessible by the Consortium Manager, Leon County Clerk's Office, and Langton Associates. The documents located in the electronic format recordkeeping system should be maintained in a non-alterable format (Ex. an Adobe pdf file or scanned image file).

MONITORING

Self-Monitoring Process

Responsible Party: Langton Associates and Leon County Clerk's Office

Self-Monitoring Timeline: Quarterly

Areas to Monitor:

- Financial Controls (Langton Associates)
- Recordkeeping (Langton Associates)
- Reporting (Langton Associates)
- Internal Accounting and Financial Management System (Leon County Clerk)

Formal Grantor (Council) Monitoring Process

Responsible Party (Attendees): Consortium Manager, Leon County Clerk's Office, and Langton Associates

Formal Grantor Monitoring Timeline: Typically 2 times over the grant period

Types of Formal Grantor Monitoring:

- Desktop Monitoring
- On-site Monitoring

A Desktop Monitoring typically takes place half-way through the grant period. It consists of the Grantor completing a review of the main aspects of the recordkeeping system (i.e., financial records, procurement documents, review of reports submitted to date). The Grantor representative will create a formal report that details any potential findings or concerns.

An On-site Monitoring typically takes place about 6 months prior to the Closeout Process or end of the grant period. The Grantor will send a representative to formally interview the grantee team and complete a very thorough monitoring of the entire recordkeeping system (hard copy and electronic), and all financial records. The Grantor representative will create a formal report that details any potential findings or concerns.

ENVIRONMENTAL REVIEW PROCESS

Environmental Review Process

Responsible Party: Langton Associates

The Environmental Review Record is created in three parts:

- Completion of Tier 1 NEPA Environmental Review (Broad Review) – This determines whether or not a potential project will have a FONSI and requires mitigation.
- Completion of Tier 2 NEPA Environmental Review (Site-Specific) – This determines whether or not a specific project will have a FONSI and requires mitigation or project denial.
- Create an Environmental Review Record and maintain both the Tier 1 and Tier 2 Reviews in the Record for the entire grant period, and six years after closeout. Provide updates to the Record when necessary.

PROCUREMENT

Advertisement/Selection Process

Responsible Party: Leon County Procurement Office, Consortium Manager, Gulf Consortium Board, and Langton Associates

The advertisement process consists of the following steps:

- Formal advertisement process for solicitation of applications for good or services (Leon County)
- Acceptance of sealed applications or proposals (Leon County)
- Evaluation of selection criteria (Consortium Manager/Gulf Consortium Board)
- Selection qualified bidder (based on qualifications and price) (Consortium Manager/Gulf Consortium Board)
- Confirmation that selected qualified bidder is eligible to do business with federal funds (Langton Associates)

AMENDMENTS/MODIFICATIONS

Amendment/Modification Process

Responsible Party: Consortium Manager and Langton Associates

The amendment/modification process consists of the following steps:

- Submit request for amendment/modification request of the Contract and justification to the Council (Consortium Manager/Langton Associates)
 - Complete all necessary amendment/modifications forms provided by the Council (Langton Associates)
 - Obtain the proper approval from the Gulf Consortium Board and official signature (Consortium Manager)
 - Submit amendment/modification forms to the Council for review/approval (Consortium Manager)
- * NOTE: Do not follow through with the project changes until approval is received

POLICIES AND PROCEDURES

Policies and Procedures Process

Responsible Party: Langton Associates

- Develop and Maintain Policies and Procedures Manuals for the following topics:
 - General Grants Management Manual (Admin and Financial)
 - Standard Operating Procedures and Organization Chart
 - Conflict of Interest Disclosure Policy and Reporting
 - Code of Conduct

PROJECT CLOSEOUT

Project Closeout Process

Responsible Party: Leon County Clerk's Office, Consortium Manager, and Langton Associates

The project closeout process happens in two stages:

- Administrative Closeout
- Final Closeout

Administrative Closeout Procedures include:

- Balance the final project budget using all past financial reporting and activity ledgers (Langton Associates)
- Determine exact number of beneficiaries (Langton Associates)
- Determine which projects have been complete to date and which projects will be finished prior to Final Closeout (Langton Associates)
- Ensure that all findings/concerns have been addressed and resolved (if necessary) (Langton Associates)
- Submit all final Administrative Closeout forms to the Council for review/approval (Consortium Manager)

***NOTE:** The Administrative Closeout process should begin about 6 months prior to the national grant deadline.

Final Closeout Procedures include:

- Complete final drawdown (Leon County Clerk's Office)
- Complete final evaluation of projects completed during the grant period (Langton Associates)
- Complete final financial progress reporting (Langton Associates)

AUDIT

Audit Process

Responsible Party: Consortium Manager and Professional Auditing Services

The Consortium Manager will procure annual professional auditing services throughout the life of the grant in order to ensure that all financial control systems are securely in place to avoid fraud and abuse.

Conflicts of Interest

The Consortium members, directors, alternates, Governor appointees and consultants adhere to rigorous conflict of interest requirements. As a special district in Florida, the Consortium is governed by the State Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, a copy of which is provided herein as **Appendix 7**. The Code provides standards of conduct for public officers and counsel, including full and complete disclosure of financial interests, prohibition on certain gifts and prohibition against doing business with one's agency. Additionally, the Memorandum of Understanding between the State of Florida and the Consortium (see Appendix 1) requires the Consortium to "adhere to all legal requirements including, but not limited to, those relating to open meetings, public records, contracting, audits, and accountability."

In addition to general conflict of interest disclosures and controls, the Consortium has implemented controls to prevent any and all persons involved in the preparation, review and approval of the Florida State Expenditure Plan – and by extension their employers, associates, heirs, etc. – from inappropriately profiting or otherwise benefitting from the subsequent funding and implementation of the State Expenditure Plan. As discussed above, the Consortium utilized an independent Evaluation Team to review and make recommendations regarding the selection of a planning consultant to assist the Consortium in developing the Florida State Expenditure Plan. The members of the consultant Evaluation Team were required to execute a conflict of interest statement, a copy of which is included as **Appendix 8**.

Furthermore, the agreement between the Consortium and the selected ESA consultant team specifically prohibits members of the consultant team from participating in any

projects, programs, and activities ultimately included in the Florida State Expenditure Plan, pursuant to the following contract provision:

The Consultant agrees to recuse itself from all participation in any projects, programs, and activities ultimately included in the State Expenditure Plan. Attached as composite Exhibit E is a copy of each of the Consultant's agreements with its named team partner firms and individuals regarding such firms recusal from all participation in any projects, programs, and activities ultimately included in the State Expenditure Plan.

As part of their agreement with the Consortium, ESA and the other members of consultant team have each executed a Conflict of Interest Statement confirming their understanding of, and compliance with, this prohibition.

Similar and appropriate conflict of interest restrictions have been include in the RFP for permanent legal services. In addition, the members of the Evaluation Team for that RFP have also been required to execute a conflict of interest statement and file it with the Leon County Office of Financial Stewardship, Purchasing Division. This process is further being conducted with accordance with all of Florida's open meeting and public record laws.



GULF
CONSORTIUM

Appendices





The Gulf Coast Ecosystem Restoration Council
New Orleans, Louisiana

May 21, 2015

Ms. Mimi A. Drew
Designee of the Governor of Florida
to the Gulf Restoration Council
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Dear Ms. Drew:

Thank you for your submission of the Florida Gulf Consortium's planning State Expenditure Plan for review and approval. As the Gulf Coast Ecosystem Restoration Council's (Council) chairperson, I am pleased to approve this planning State Expenditure Plan based on the Council staff's finding that it is complete and meets all requirements contained in the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), the Council's State Expenditure Plan Guidelines, the Department of Treasury's implementing regulations (31 C.F.R. Part 34), the Council's Final Rule on the RESTORE Act Oil Spill Impact Component Planning Allocation (80 FR 1584), and the Council's Request for Applications for Planning Grants (79 FR 78779).

Approval of the Florida planning State Expenditure Plan does not constitute approval of specific procurement procedures, cost estimates, budget items, or pre-award costs detailed in the planning State Expenditure Plan. Review of a detailed budget, procurement procedures, and requests for approval of pre-award costs will be evaluated when a grant application is submitted under the standards established in 2 C.F.R. Part 200.

I applaud the Gulf Consortium's endeavor to execute a transparent process and develop a thoughtful plan to restore the ecosystem and economy of Florida's Gulf Coast. Our collective efforts under the RESTORE Act will help to ensure the long-term health, prosperity, and resilience of the Gulf Coast.

Sincerely,

Penny Pritzker

Chairperson

Gulf Coast Ecosystem Restoration Council

EXECUTION COPY

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

20120919038
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF
LEON COUNTY FL
BK: 4432 PG: 168, Page 1 of 42
10/19/2012 at 11:07 AM,
BOB INZER, CLERK OF COURTS

Dated as of September 19, 2012

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
SECTION 1.01. DEFINITIONS.	4
ARTICLE II	
THE CONSORTIUM	
SECTION 2.01. CREATION.	6
SECTION 2.02. PURPOSES.	6
SECTION 2.03. CONSORTIUM MEMBERS.	7
SECTION 2.04. DURATION OF CONSORTIUM.	7
ARTICLE III	
MEMBERSHIP AND REPRESENTATION	
SECTION 3.01. MEMBERSHIP.	8
SECTION 3.02. REPRESENTATION.	8
SECTION 3.03. ACTION.	9
SECTION 3.04. ELECTION OF OFFICERS.	9
SECTION 3.05. AUTHORITY OF OFFICERS.	9
SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.	10
SECTION 3.07. MEETINGS.	10
SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS.	11
SECTION 3.09. EXPENSES.	11
SECTION 3.10. LIABILITY.	11
SECTION 3.11. EXECUTIVE COMMITTEE.	11
SECTION 3.12. PRINCIPAL PLACE OF BUSINESS.	12

**ARTICLE IV
POWERS AND DUTIES**

SECTION 4.01. POWERS.	13
SECTION 4.02. ANNUAL BUDGET.	16
SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.	16

**ARTICLE V
MISCELLANEOUS**

SECTION 5.01. DELEGATION OF DUTY.	17
SECTION 5.02. FILING.	17
SECTION 5.03. IMMUNITY.	17
SECTION 5.04. LIMITED LIABILITY.	18
SECTION 5.05. AMENDMENTS.	18
SECTION 5.06. SEVERABILITY.	18
SECTION 5.07. CONTROLLING LAW.	18
SECTION 5.08. EFFECTIVE DATE.	18

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

THIS INTERLOCAL AGREEMENT, dated as of September 19, 2012 (the "Interlocal Agreement"), is jointly entered into by the counties which are signatory hereto (collectively, the "Consortium Members"), each of which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined by Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and such other public agencies as are added as additional Consortium Members as provided in Section 3.01 hereof.

WITNESSETH:

WHEREAS, each of the initial Consortium Members are political subdivisions of the State of Florida and have all powers of self-government pursuant to their home rule powers and express grants of authority provided by general law, including, but not limited to, those powers granted under Chapter 125, Florida Statutes; and

WHEREAS, all Consortium Members are public agencies of the State of Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the "Interlocal Act"); and

WHEREAS, the Consortium Members, as public agencies under the Interlocal Act, may enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Consortium Members share in common and which each might exercise separately. The joint exercise of this authority permits the Consortium Members to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual benefit and, pursuant to this authority, to form a governmental entity that will best serve the needs of such Consortium Members and their citizens; and

WHEREAS, the Interlocal Act authorizes the Consortium Members to enter into an interlocal agreement for the purposes of creating a separate legal entity for the purpose of the joint exercise of the common powers of the Consortium Members; and

WHEREAS, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

WHEREAS, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

WHEREAS, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

WHEREAS, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

WHEREAS, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

WHEREAS, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and

terms of the hereinafter defined Act and this Interlocal Agreement, and is hereby created for the purposes described herein.

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

"Affected County" shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

"Consortium Members" shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

"Board" shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

"Consortium" shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

"Director" shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"Manager" shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Public Agencies" shall mean any "public agency", as that term is defined by the Interlocal Act.

"RESTORE Act" shall have the meaning set forth in the preambles hereof.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE CONSORTIUM

SECTION 2.01. CREATION. The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES.

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

(1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;

(2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;

(3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;

(4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);

(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

SECTION 2.03. CONSORTIUM MEMBERS. The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

SECTION 2.04. DURATION OF CONSORTIUM. The Consortium shall be in perpetual existence until the earlier of the following occurs:

(A) all revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) the Consortium is dissolved by the majority vote of its Board.

ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

SECTION 3.02. REPRESENTATION.

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.

(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

SECTION 3.03. ACTION.

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.

(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

SECTION 3.07. MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer

determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS. Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

SECTION 3.09. EXPENSES. The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

SECTION 3.10. LIABILITY. No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Consortium.

SECTION 3.11 EXECUTIVE COMMITTEE. An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),

(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hereof, and such other powers as may be designated by the Board.

SECTION 3.12 PRINCIPAL PLACE OF BUSINESS. The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the

amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

SECTION 4.02. ANNUAL BUDGET.

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.
The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium's principal place of business.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

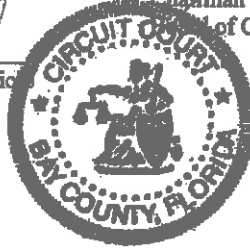
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

Bay COUNTY, FLORIDA

ATTEST:

[Handwritten Signature]
By: _____
Chairman

Bill
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners



**SIGNATURE PAGE
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

**BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA**

By: *Christopher G. Cristobal*
Christopher G. Cristobal, Chairman

**ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners**

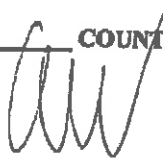
By: *Ausonia F. Conditon*
Deputy Clerk
AGR 2012-051
9-25-12

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Jarrette S. Knowlton*
Jarrette S. Knowlton, County Attorney
LR 2012-2008

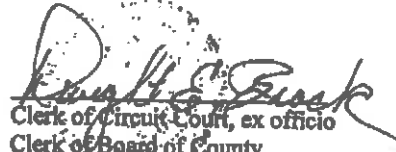
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

COLLIER COUNTY, FLORIDA



By: GEORGIA A. HILLER, ESQ., CHAIRWOMAN
Board of County Commissioners
as approved on January 8, 2013

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners, *Attest as to Chairman's*
signature to .

Approved as to form
and ~~legality~~ sufficiency:



Jeffrey A. Klatzkow
County Attorney

State of Florida
County of COLLIER

I HEREBY CERTIFY THAT this is a true and
correct copy of a document on file in
Board Minutes and Records of Collier County
WITNESS my hand and official seal this
6th day of March, 2013

DWIGHT E. BROCK, CLERK OF COURTS




D.E.

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

CITRUS COUNTY, FLORIDA

ATTEST:

for Wanda White DC
Clerk of Circuit Court, *ex officio*
Clerk of Board of County
Commissioners

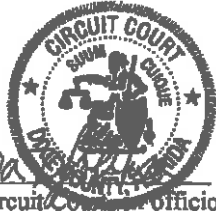


By: Wim Webb
Chairman
Board of County Commissioners

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

DIXIE COUNTY, FLORIDA

ATTEST:



Merna
Clerk of Circuit Court in Office
Clerk of Board of County
Commissioners

By: *Ronnie Edmonds*
Ronnie Edmonds, Chairman
Board of County Commissioners

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Wilson B. Robertson
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court



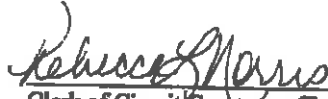
Doris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency
By *[Signature]*
Title County Attorney
Date 10-10-12

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

GULF COUNTY, FLORIDA

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

By:


Chairman
Board of County Commissioners

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

FRANKLIN COUNTY, FLORIDA

ATTEST:

Maria M. Johnson
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

By: *[Signature]*
Chairman
Board of County Commissioners

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

HERNANDO COUNTY, FLORIDA



Karen Nicolai
for *Karen Nicolai, Deputy*
Karen Nicolai, Clerk of Circuit Court,
ex officio Clerk of Board of County
Commissioners

By: *Wayne Dukes*
Wayne Dukes, Chairman
Board of County Commissioners

Reviewed for Legal Form
and Sufficiency:

Garth C. Collier
Garth C. Collier
County Attorney

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM



HILLSBOROUGH COUNTY, FLORIDA

ATTEST:

By: Ken Hagan
Chairman, Ken Hagan
Board of County Commissioners

Mildred K. Dixon
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners - Mildred K. Dixon, Deputy Clerk

Approval Date: October 3, 2012


APPROVED BY COUNTY ATTORNEY
As To Form And Legal Sufficiency

BY: [Signature]
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 12-1025

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Jefferson COUNTY, FLORIDA




[Signature]
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

By: [Signature]
Chairman
Board of County Commissioners


**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

LEE COUNTY, FLORIDA

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

By: 
Chairman
Board of County Commissioners

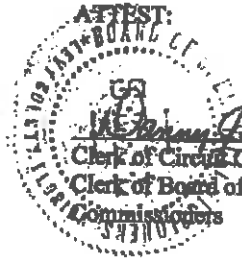

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY



SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

LEVY COUNTY, FLORIDA

By: 
Chairman Danny Stevens
Board of County Commissioners

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

Approved as to form and
legal sufficiency:


Anne Bast Brown, County Attorney

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**



MANATEE COUNTY, FLORIDA

BY: *[Signature]*
Chairman (elected 10/4/12)

ATTEST: R. B. Shore
Clerk of the Circuit Court and Comptroller

By: *[Signature]*
Deputy Clerk

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

MONROE COUNTY, FLORIDA

(SEAL)

ATTEST: Danny L. Kolhage, CLERK

BY: *Samuel Stamenok*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *W. King*
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Robert B. Shillinger, Jr.
ROBERT B. SHILLINGER, JR.
CHIEF ASSISTANT COUNTY ATTORNEY
DATE: 1-20-12


**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

OKALOOSA COUNTY, FLORIDA

ATTEST:

By: 


Chairman
Board of County Commissioners
Approved on October 2, 2012


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners



SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM




PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA


ANN HILDEBRAND, CHAIRMAN

APPROVED
IN SESSION
SEP 25 2012
PASCO COUNTY
BCC

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

PINELLAS COUNTY, FLORIDA

ATTEST:

Ken Burke,

by: *Nancy D. ...*

Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners



By: *John M...*
Chairman
Board of County Commissioners

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*
Attorney

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

SANTA ROSA COUNTY, FLORIDA



Jim Williamson, Chairman
Board of County Commissioners

ATTEST:

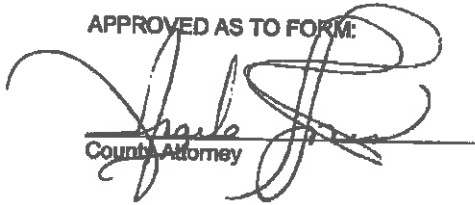




Clerk of the Circuit Court, ex officio Clerk
To the Board of County Commissioners

BCC Approved 10-11-12

APPROVED AS TO FORM:

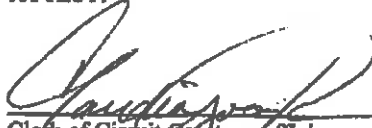


County Attorney

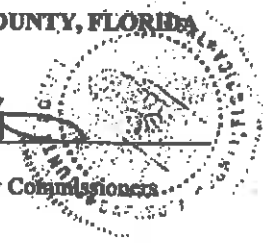
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

SARASOTA COUNTY, FLORIDA

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners, Deputy Clerk

By: 
Chairman
Board of County Commissioners



 APPROVED AS TO FORM AND CORRECTNESS

COUNTY ATTORNEY


**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

TAYLOR COUNTY, FLORIDA

ATTEST:

By 

Patricia Patterson
Chairman
Board of County Commissioners


Annie Mae Murphy
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

Approved as to Form


County Attorney


**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

Wakulla COUNTY, FLORIDA

ATTEST:



By: 
E. Alan Brock, Chairman
Board of County Commissioners


Brent X. Thurmond
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Walton COUNTY, FLORIDA

By: [Signature]
Chairman
Board of County Commissioners

[Signature]
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners
Martha Jogle,
Clerk of Court

STATE OF FLORIDA, COUNTY OF LEON

I HEREBY CERTIFY that the above and foregoing
is a true and correct copy of an instrument recorded
in the official records of Leon County, Florida, 29th
WITNESS my hand and seal of office this 29th day
of March, 2013



BOE INZER
Clerk of County Court
[Signature]

Memorandum of Understanding Between the State of Florida & Gulf Consortium

This Memorandum of Understanding ("MOU") is entered into between the Governor of the State of Florida ("Governor") and the Gulf Consortium ("Consortium"), which is established pursuant to the Interlocal Agreement Relating to Establishment of the Gulf Consortium ("Interlocal Agreement"). The purpose of this MOU is to work together in the spirit of cooperation for the benefit of the Gulf of Mexico and the State of Florida. This MOU establishes the process of coordinating with the Governor's office on projects in a Oil Spill Restoration Impact Allocation plan ("State Expenditure Plan") for Florida, which will then be certified, if appropriate, by the Governor to the Gulf Coast Ecosystem Restoration Council ("Council") for its approval. Collectively, the Governor and the Consortium will be referred to as the "Parties."

Recitals

WHEREAS, in response to the explosion of, and resulting oil spill from, the Deepwater Horizon offshore drilling rig in the Gulf of Mexico, on April 20, 2010 ("Deepwater Horizon Oil Spill"), Congress, on June 29, 2012, passed and, on July 6, 2012, the President signed into law the United States Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 ("RESTORE Act") (title I, subtitle F of Public Law 112-141) as part of the Moving Ahead for Progress in the 21st Century Act.

WHEREAS, the RESTORE Act, establishes a mechanism for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged by the Deepwater Horizon Oil Spill.

WHEREAS, the RESTORE Act establishes the Council, an independent entity consisting of certain federal officials, the Governor of Florida, and the governors of the other Gulf Coast States of Alabama, Mississippi, Louisiana, and Texas.

WHEREAS, the RESTORE Act charges the Council with developing a comprehensive plan for ecosystem restoration in the Gulf Coast region ("Council Comprehensive Plan") that identifies projects and programs aimed at restoring and protecting the natural resources and ecosystems of the Gulf Coast region, to be funded from a portion of the Gulf Coast Restoration Trust Fund ("Trust Fund").

WHEREAS, for Florida, the RESTORE Act, under 33 U.S.C. §1321(t)(3) (2012), requires a consortia of local political subdivisions to develop a State Expenditure Plan, for which the RESTORE Act provides for Trust Fund expenditures that would fund projects, programs, and activities that will improve the ecosystems or economy of the Gulf Coast region that meet criteria specified in the RESTORE Act.

WHEREAS, the Consortium is a public entity created on October 19, 2012, pursuant to section 163.01, Florida Statutes, by the Interlocal Agreement among the 23 Florida Gulf Coast affected counties, as defined in the RESTORE Act, and as specifically named in the Interlocal Agreement.

WHEREAS, a State Expenditure Plan must take into consideration the Council Comprehensive Plan and be consistent with the goals and objectives of the Council Comprehensive Plan.

WHEREAS, the RESTORE Act directs that, in the State of Florida, a consortia of local political subdivisions, in this instance the Consortium, develop the State Expenditure Plan.

WHEREAS, the RESTORE ACT requires that the State of Florida submit a State Expenditure Plan to the Council to approve.

WHEREAS, the Florida Governor will certify, if appropriate, that a State Expenditure Plan satisfies all applicable requirements of the RESTORE Act, and that, when joined by the affirmative vote of the Federal Chairperson of the Council ("Council Chair"), shall be considered to satisfy the requirements for the Council's affirmative vote for approval.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances and desires of the Parties as expressed herein, the Parties hereby mutually agree as follows:

Section 1. General.

- A. The Recitals set forth above are hereby incorporated by reference into this MOU and made a part hereof.
- B. Capitalized words and terms used in this MOU shall have the meaning provided herein.
- C. Words used in the singular shall include the plural forms as well.

Section 2. Governor Appointees to the Consortium. The Governor shall appoint six individuals (the "Appointees") to provide input and guidance to the Consortium on policies and criteria used to determine projects, activities, and programs for consideration for inclusion in a State Expenditure Plan. The Appointees shall not be Directors, as defined in the Interlocal Agreement, but shall be accorded full participation in Consortium affairs, although the Appointees may not vote or otherwise take actions which are authorized to a Director.

Section 3. Accountability and Transparency. The Consortium, at the direction of its Directors and with guidance from the Appointees, shall implement its activities with full

transparency and adhere to all legal requirements including, but not limited to, those relating to open meetings, public records, contracting, audits, and accountability.

Section 4. Consortium Project Submittal and Consideration Process.

- A. The Consortium, in consultation with the Florida Department of Environmental Protection ("FDEP"), shall develop a standardized format for submittal of projects, activities, and programs to the Consortium for consideration for inclusion in a State Expenditure Plan. With exceptions for the different types of projects, activities, and programs that may be eligible for funding under a State Expenditure Plan, the Consortium's standardized format shall be consistent with the project submittal format designated as the Florida Gulf of Mexico Project Submittal Form, published by the FDEP and available on its website.
- B. The Consortium shall utilize the following process for selecting projects, activities, and programs for inclusion in any tentative plan to be submitted to FDEP, as described in Section 5 of this MOU, for evaluation and comment. The Consortium's selection process shall include, at a minimum:
 - 1. A review for consistency with the applicable laws and rules;
 - 2. Prioritization based on criteria established by the Consortium;
 - 3. Consideration of public comments; and
 - 4. Approval by an affirmative vote of at least a majority of the Directors present at a duly noticed public meeting of the Consortium.

Once approved for inclusion in a tentative plan, the Consortium shall forward the project, activity, or program to FDEP to coordinate review and comment, as provided herein.

Section 5. FDEP Coordinated Review. FDEP and other appropriate state agencies will review and provide input during the development of a State Expenditure Plan. FDEP will coordinate the review and comment of a State Expenditure Plan with the other agencies, who may include, but are not limited to, the Florida Fish and Wildlife Conservation Commission, the Department of Economic Opportunity, the Department of Transportation, the Department of Agriculture and Consumer Services, and a Water Management District with regulatory jurisdiction over a project, activity, or program. Prior to final adoption by the Consortium, FDEP and other appropriate state agencies shall review and comment on drafts of a State Expenditure Plan.

Section 6. Consortium Plan Adoption. After review and comment by FDEP and other appropriate state agencies, the Consortium shall adopt a State Expenditure Plan for submittal by the Governor to the Council. The adoption process shall include:

- A. Opportunity for public comment; and
- B. Adoption of a State Expenditure Plan by a majority of the Directors at a duly noticed public meeting of the Consortium Directors called for that purpose.

Section 7. Submittal of Consortium Plan to the Council. After the Consortium has adopted an appropriate State Expenditure Plan and 90 days prior to the State Expenditure Plan being submitted to the Council, the Consortium shall send the State Expenditure Plan to the Governor for review. Within 30 days, the Governor shall submit comments, if any, back to the Consortium. The Consortium shall have 30 days from the date of receipt of the Governor's comments to revise the State Expenditure Plan in accordance with the Governor's comments. The Consortium shall then transmit the State Expenditure Plan back to the Governor for submittal to the Council for approval.

Section 8. Consultation and Cooperation. The Parties shall coordinate with one another to advance their common goals, eliminate duplication, and maximize consistency among their efforts regarding implementation of the RESTORE Act. The Parties agree to focus on maximizing Florida's attainment of expenditures from the Trust Fund from all sections of the RESTORE Act in order to restore the Gulf Coast resources and energize the economic recovery in the region for the best interest of Florida citizens and communities.

Section 9. Revision of Memorandum of Understanding. This MOU is conditioned upon the implementing rules currently being developed by the United States Department of the Treasury, pursuant to the RESTORE Act. Accordingly, the Parties acknowledge that this MOU may need to be revised to address any inconsistencies herein with such rules. Any revision of this MOU shall be in writing and shall be executed by each of the Parties.

Section 10. Termination. The Governor or the Consortium shall have the right to terminate this MOU, after consultation with each other and with 30 days written notice.

Section 11. Authority. The Governor and the Consortium represent that they have the authority to execute this MOU.

Section 12. Effective Date. This MOU shall take effect on the later date it is executed by the Governor or the Consortium.

Section 13. Term of MOU. This MOU will expire once all the money allocated to the State of Florida under 33 U.S.C. §1321(t)(3) (2012) has been accounted for in a Council approved State Expenditure Plan and all the money has been distributed to implement a Council approved State Expenditure Plan.

Section 14. Execution in Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**Signature Page to Memorandum of Understanding Between the State of Florida
& Gulf Consortium**

Dated:

6/12/13

STATE OF FLORIDA



Rick Scott,
Governor

Attest:


Secretary of State

**Signature Page to Memorandum of Understanding Between the State of Florida
& Gulf Consortium**

GULF CONSORTIUM

Dated: 4/5/13



Grover C. Robinson, IV
Chairman

Attest:



Warren Yeager,
Secretary-Treasurer

**INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the County is authorized to enter into said Interlocal Agreement by the powers and authority granted to it under the Constitutional and the laws of the State of Florida; and,

WHEREAS, the Consortium is authorized to enter into this Interlocal Agreement by virtue of the Interlocal Agreement Relating to the Establishment of the Gulf Consortium entered into on or about the 19th day of September, 2012, which was created to serve as a consortia of local political subdivisions as contemplated by the RESTORE ACT for the 23 Florida counties which are members of the Consortium; and,

WHEREAS, the RESTORE ACT ("United States Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast States Act of 2012") was passed by Congress on June 29, 2012, and the President signed into law on July 6, 2012 and said Act establishes a mechanism for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged by the Deepwater Horizon Oil Spill; and,

WHEREAS, the Consortium is required to develop a State Expenditure Plan for the expenditure of the Spill Impact Component required by the RESTORE ACT; and,

WHEREAS, the County and the Consortium wish to enter into an agreement that authorizes the County to provide and assist with procurement services for the Consortium in order for it to properly and effectively engage the services of one or more firms to assist in the development of the State Expenditure Plan.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree as follows:

SECTION 1. DEFINITIONS AND CONSTRUCTION

In construing this Interlocal Agreement, the singular includes the plural and vice versa. Unless otherwise defined herein, the following words and phrases shall have the following meaning:

A. "County" means Leon County, Florida, a political subdivision of the State of Florida, a charter county.

B. "Consortium" means Gulf Consortium that was created by Interlocal Agreement between 23 Florida counties, namely, Bay, Charlotte, Collier, Citrus, Dixie, Escambia, Gulf, Franklin, Hernando, Hillsborough, Jefferson, Lee, Levy, Manatee, Monroe, Okaloosa, Pasco, Pinellas, Santa Rosa, Sarasota, Taylor, Wakulla and Walton, on September 19, 2012, which is recorded in the Official Records of Leon County in Book 4432 at page 105.

C. "RESTORE ACT" means United States Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast States Act of 2012.

D. "Deepwater Horizon Oil Spill" means the Deepwater Horizon offshore drilling rig's explosion, and resulting oil spill, on April 20, 2010.

SECTION 2. PROCUREMENT SERVICES

The County shall provide all necessary personnel and take all required steps to perform procurement services for the Consortium, as follows: Provide advice and assistance regarding the development of a competitive procurement policy for the Consortium, and

B. Provide technical and strategic support in the Consortium's competitive solicitation of a firm in the development and submission of the State Expenditure Plan, including, but not limited to, preparing solicitation documents, advertising and disseminating solicitation documents, and advising and assisting the Consortium's Interim Manager, the procurement evaluation team and the Consortium Board of Directors in the selection of the most qualified firm.

SECTION 3. GENERAL PROVISIONS

A. Funding.

The procurement related services to be provided to the Consortium would require utilization of limited staff resources by the County, which may be reimbursed to the County by the Consortium under possible federal rules yet to be finalized with regard to the RESTORE ACT. However, the County shall be entitled to seek, and the Consortium shall reimburse the County for all of its direct expenses.

B. Compliance with Applicable Law.

In providing services and otherwise carrying out its obligations under this Agreement, the parties shall comply with applicable law. Such compliance shall include obtaining any and all federal, state or local permits or licenses required to perform its obligations under this Agreement.

C. Choice of Law, Venue and Severability.

This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

D. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

E. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

F. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
2. Should the Parties be unable to reconcile any dispute, the appropriate County and Consortium representative shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the Board of County Commissioners and the Board of Directors of the Consortium. If the Parties are unable to reconcile their dispute, they shall report their impasse to such Boards who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

G. Recordation.

The County shall record this Agreement with the Leon County Clerk of the Court upon execution of the Parties. Upon return of the recorded Agreement, the County shall deliver a recorded copy of this Agreement to the Consortium. The recordation of this Agreement complies with all government transparency requirements.

SECTION 3. EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon execution by all Parties.

SECTION 4. TERM; COMMENCEMENT DATE; RENEWAL

The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date.

IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 26th day of March, 2014.

Attest:
Bob Inzer, Clerk of the Court



By: 

Approved as to form:
County Attorney's Office

By: 
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY, FLORIDA

By: 
Kristin Dozier, Chairman
Board of County Commissioners

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT RELATING TO
PROCUREMENT SERVICES TO BE PROVIDED BY LEON COUNTY**

THE GULF CONSORTIUM

By: _____



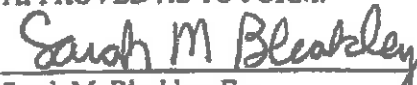
**Chairman
Board of Directors**

ATTEST:



**Secretary-Treasurer
Board of Directors**

APPROVED AS TO FORM:



**Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel**

**AMENDED INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA
AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS AMENDED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the “County”); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the “Consortium”).

RECITALS

WHEREAS, the parties entered into a Interlocal Agreement on March 26, 2014, which authorized the County to provide and assist the Consortium with procurement services in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE ACT;

WHEREAS, the parties to the Interlocal Agreement desire to amend certain provisions to allow for the procurement of additional services, as needed, for the Consortium.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree to amend the Interlocal Agreement as follows:

SECTION 2. PROCUREMENT SERVICES

A. The County shall provide all necessary personnel and take all required steps to perform procurement services for the Consortium, as follows: Provide advice and assistance regarding the development of a competitive procurement policy for the Consortium;

B. Provide technical and strategic support in the Consortium’s competitive solicitation of a firm in the development and submission of the State Expenditure Plan, including, but not limited to, preparing solicitation documents, advertising and disseminating solicitation documents, and advising and assisting the Consortium’s Interim Manager, the procurement evaluation team and the Consortium Board of Directors in the selection of the most qualified firm; and,

C. Provide other procurement services as needed by the Consortium, including, but not limited to, other consultants and professional services as well as goods and materials.

All other provisions of the Interlocal Agreement entered into by and between the parties on March 26, 2014 and recorded in Official Records of Leon County in Book 4650 at Page 340, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties cause this Amended Interlocal Agreement to be executed by their duly authorized representatives this 28th day of October, 2014.



Attest:
Bob Inzer, Clerk of the Court

LEON COUNTY, FLORIDA

By: Mary Ann Lindley
Mary Ann Lindley, Chairman
Board of County Commissioners

By: John Stott, Deputy Clerk

Approved as to form:
County Attorney's Office

By: Herbert W.A. Thiele
Herbert W.A. Thiele, Esq.
County Attorney

THE GULF CONSORTIUM

By: [Signature]
Chairman
Board of Directors

ATTEST:

Warrin Grogan
Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:

Sarah M. Bleakley
Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and among the Gulf Consortium, a legal entity, public body and a unit of local government established under the laws of Florida (the "Consortium"), and Bob Inzer, the Leon County Clerk of the Circuit Court and Comptroller, a duly elected constitutional officer of Leon County, Florida (the "Clerk").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Consortium and the Clerk hereby agree, stipulate and covenant as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the RESTORE Act. In addition, as used in

this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Agreement" means this Interlocal Agreement between the Consortium and the Clerk, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Approved Invoice" means an invoice that contains either a purchase order or other written contractual agreement approved as a Qualified Expenditure by the Consortium and submitted to the Clerk for payment from the Payment Account.

"Authorized Signatory" means the person or persons who have been duly authorized by the Consortium to submit Approved Invoices to the Clerk for payment from the Payment Account.

"Board" means the governing board of the Consortium.

"Clerk" means Bob Inzer, the Clerk of the Circuit Court and Comptroller of Leon County, Florida, and his successors.

"Consortium" means the legal entity, public body and unit of local government created by the Consortium Agreement. As the context requires, the term "Consortium" may include any agent or consultant duly authorized to act on behalf of the Consortium.

"Consortium Agreement" means the interlocal agreement dated September 19, 2012 and recorded in Leon County at OR book 4503, page 237 on March 29, 2013, which

established the Consortium, entered into pursuant to the Interlocal Act by and among twenty-three Florida counties which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined in the Interlocal Act, together with any amendments thereto.

"Council" means the Gulf Coast Ecosystem Restoration Council established by the RESTORE Act and consisting of certain federal officials and the Governors of the Gulf Coast States of Alabama, Florida, Louisiana, Mississippi and Texas.

"Effective Date" shall mean June 19, 2015.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30.

"Interlocal Act" means Part I of Chapter 163, Florida Statutes.

"Local Government Prompt Payment Act" means Part VII of Chapter 218, Florida Statutes, or its successor in function.

"Payment Account" means the non-interest bearing bank account held in a "qualified public depository" as defined by Section 280.02, Florida Statutes, established by the Consortium pursuant to Section 3.01 hereof and funded with moneys from the Trust Fund for purposes of paying Qualified Expenditures.

"Qualified Expenditure" means an activity, expenditure or cost which may be paid for and funded by moneys derived from the Trust Fund in accordance with the RESTORE Act.

"RESTORE Act" means the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, Public Law 112-141 (July 6, 2012) codified at 33 U.S.C. 1321(t) and note. As the context requires, the term "RESTORE Act" shall include any regulations, rules, interpretive letters or notices, and planning and implementation materials adopted thereunder.

"State" means the State of Florida.

"State Expenditure Plan" means the Florida plan for projects, programs and activities, mandated by the RESTORE Act for the use of the Spill Impact Component allocated to the Gulf Consortium by the Council from the Trust Fund.

"Trust Fund" means the Gulf Coast Restoration Trust Fund established pursuant to section 1602 of the RESTORE Act.

SECTION 1.02. CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date this Agreement is executed; and the term "hereafter" shall mean after the date this Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the

other parties to this Agreement. All parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The United States Congress approved, and the President signed into law, the RESTORE Act which established potential funding sources for various purposes which enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties imposed upon or paid by responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon.

(B) Pursuant to the RESTORE Act, the proceeds of such penalties are deposited into the Trust Fund for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged from the Deepwater Horizon event.

(C) The RESTORE Act establishes the Gulf Coast Ecosystem Restoration Council and charges the Council with developing a comprehensive plan for ecosystem

restoration in the Gulf Coast Region that identifies projects and programs aimed at restoring and protecting the natural resources and ecosystems of the Gulf Coast region, to be funded from a portion of the Trust Fund.

(D) The RESTORE Act provides for allocation of the moneys held in the Trust Fund among the five coastal states impacted by the Deepwater Horizon event, including Florida.

(E) For Florida, the RESTORE Act requires a consortia of local political subdivisions to develop a State Expenditure Plan, for which the RESTORE Act provides for Trust Fund expenditures to fund projects, programs and activities that will improve the ecosystems or economy of the Gulf Coast region that meet criteria specified in the RESTORE Act.

(F) The Consortium was established by the Consortium Agreement which sets forth the various purposes for which the Consortium was created, including but not limited to:

(1) Implementing the consortia of local political subdivisions contemplated by the RESTORE Act.

(2) Developing the State Expenditure Plan for the State of Florida providing for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act.

(3) Preparing and processing applications or proposals for funding from the Trust Fund under the competitive programs administered by the Council.

(4) Acting as a resource in obtaining additional funding for programs through other available revenue sources, including but not limited to those available for the Natural Resource Damage Assessment.

(5) Taking such action and employing such persons or entities as are necessary to prepare, develop and submit to the Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(G) The Consortium anticipates applying for and receiving moneys from the Trust Fund to pay costs and expenses associated with developing the State Expenditure Plan.

(H) The Consortium wishes to engage the Clerk to provide distribution and paying agent services whereby the Clerk will effectuate payment, from moneys received by the Consortium from the Trust Fund, for costs incurred by the Consortium in developing the State Expenditure Plan.

(I) The Clerk is willing to undertake such role in a ministerial capacity, with compensation for such services and reimbursement for costs incurred in accordance with the terms set forth herein.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE CONSORTIUM. The Consortium makes the following representations as the basis for the undertaking on the part of the Clerk herein contained:

- (A) The Consortium is duly organized and validly existing under Florida law.
- (B) The Consortium has full power and authority to enter into the transaction contemplated by this Agreement and to carry out its obligations hereunder.
- (C) The Consortium is not in default under any provisions of the laws of the State which are material to the performance of its obligations under this Agreement.
- (D) The Consortium has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by the Clerk, this Agreement constitutes a valid and legally binding obligation of the Consortium, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.
- (E) The authorization, execution and delivery of this Agreement and the compliance by the Consortium with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or

administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the Consortium or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which the Consortium is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Consortium, threatened against or affecting the Consortium, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the Consortium is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.02. REPRESENTATIONS OF THE CLERK. The Clerk makes the following representations as the basis for the undertaking on the part of the Consortium herein contained:

(A) The Clerk is a duly elected constitutional officer of Leon County, Florida.

(B) The Clerk has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(C) The Clerk is not in default under any provisions of the laws of the State which are material to the performance of its obligations under this Agreement.

(D) The Clerk is duly authorized to execute and deliver this Agreement and assuming the due authorization, execution and delivery by the Consortium, this Agreement constitutes a valid and legally binding obligation of the Clerk, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(E) The authorization, execution and delivery of this Agreement and the compliance by the Clerk with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the Clerk or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which the Clerk is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Clerk, threatened against or affecting the Clerk, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the Clerk is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

ARTICLE III

TERMS OF AGREEMENT

SECTION 3.01. CONSORTIUM RESPONSIBILITIES. The Consortium's responsibilities hereunder include the following:

(A) Payment Account.

(1) The Consortium shall establish the Payment Account. Funds on deposit therein shall be held separately from other funds of the Consortium and shall only be expended to pay or reimburse Qualified Expenditures. Monthly bank statements for the Payment Account shall be sent to the Consortium and to the Clerk.

(2) The Consortium shall provide for the electronic deposit of funds into the Payment Account and shall send notification to the Clerk with each such deposit.

(3) The Consortium shall ensure that the Clerk has access to the Payment Account for purposes of processing payments (either through writing checks or direct deposit), monitoring transactions, and effectuating any necessary stop-payments; provided, however, the Clerk shall not have wire transfer access to the Payment Account.

(4) The Consortium shall provide an electronic signature for check printing purposes.

(5) The Consortium shall be responsible for maintaining a sufficient balance in the Payment Account to satisfy payment of Approved Invoices.

(B) Approved Invoices. The Consortium shall process, approve and forward Approved Invoices to the Clerk for payment from the Payment Account. Approved Invoices shall bear or be accompanied by a mark of approval or imprimatur of the Consortium including words to the effect of "Approved for payment by the Gulf Consortium on [date of approval]," followed by the signature of an Authorized Signatory, together with a copy of the related contract or purchase order if one exists.

(C) Approved Signatories. The Consortium may add or change Authorized Signatories by written notice to the Clerk signed by the Chair of the Consortium and attested by its Secretary. At the outset, the Consortium hereby designates the following as Approved Signatories:

- (1) R. Scott Shalley, Interim Manager.
- (2) Virginia S. Delegal, Interim Manager.

(D) The Consortium shall provide the Clerk with a copy of its budget for each Fiscal Year upon adoption, and with contracts, grant agreements, signed quarterly and annual grant reports, and such other documents as the Clerk may reasonably request.

(E) The Consortium shall be responsible for preparing and submitting close-out documentation to the grantor agency.

(F) At all times during the pendency of this Agreement, the Consortium shall have and maintain sole responsibility for the following:

(1) Determining whether a given activity, expenditure or cost comprises a Qualified Expenditure.

(2) Taking such actions as may be necessary to satisfy applicable requirements and prerequisites or obtain any approvals from state, Federal or any other authorities required in order to approve payments and expenditures from the Payment Account and/or Trust Fund proceeds.

(3) Agreeing to and satisfying such conditions, including audit requirements, as may be necessary under the RESTORE Act to ensure that amounts disbursed from the Trust Fund will be used and expended in accordance with the RESTORE Act.

(4) Providing such certifications as may be required by the RESTORE Act.

(5) Developing and administering standard procurement rules and regulations governing projects, programs and activities.

(6) Facilitating return of unused funds, if any, on deposit in the Payment Account in the manner required by the RESTORE Act.

SECTION 3.02. CLERK RESPONSIBILITIES. The Clerk's responsibilities hereunder include the following:

(A) Payment of Approved Invoices. The Clerk shall receive Approved Invoices from the Consortium and process same for payment from the Payment Account, either through writing checks or direct deposit.

(B) Internal Financial Controls.

(1) The Clerk shall designate duly authorized officers or deputies to act and fulfill the various obligations contemplated hereunder. At the outset, the Clerk makes the following designations:

i. The Clerk hereby designates Jordan Steffens to manage financial records/recording financial transactions/drawdowns and be responsible for monthly reporting to the Consortium.

ii. The Clerk hereby designates Aquila Franklin to enter financial transactions/drawdowns.

iii. The Clerk hereby designates Kim Ferrell to approve financial transactions/drawdowns.

iv. The Clerk hereby designates Andre Moore to issue disbursement checks to sub-recipients for payment.

(2) The Clerk shall maintain a financial management system (cash receipts, disbursement tracking, detailed activity ledger, cash control register, property control register including equipment purchases).

(3) The Clerk shall maintain a separate ledger for administration costs and Qualified Expenditures.

(4) The parties hereto acknowledge that the Consortium does not anticipate processing indirect cost invoices for payment. In the event any such invoices are submitted to the Clerk for payment, the Clerk shall utilize the countywide Cost Allocation Plan adopted by the Board of County Commissioners of Leon County, Florida, with respect to indirect costs.

(5) The parties hereto acknowledge that the Consortium does not currently have employees, and does not contemplate having employees in the future. In the event the Consortium determines to hire employees, the Consortium shall so notify the Clerk and the Clerk will maintain Policies and Procedures for timesheet submittal/approval.

(6) The Clerk shall maintain Policies and Procedures for invoice submittal/approval, in accordance with the requirements of the Local Government Prompt Payment Act.

(C) Reporting.

(1) The Clerk hereby designates Jordan Steffens to complete online monthly reporting.

(2) The Clerk hereby designates Kim Ferrell to approve online monthly reporting.

(D) Recordkeeping.

(1) The Clerk shall establish an on-site and fully accessible recordkeeping system. All records will be maintained in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(2) The Clerk shall maintain copies of recording of disbursements and cash receipts for three (3) years, or longer if required by federal grant law.

(3) The Clerk shall retain all grant-related records for six (6) years.

(E) Amendments/Modifications. The Clerk shall submit the proper Amendment/Modification forms provided by the grantor agency.

(F) Monitoring. The Clerk will provide monitoring of financial controls in accordance with federal grant law.

(G) Notwithstanding anything herein to the contrary, the Clerk may re-assign or re-designate the officers or deputies specified above, in the sole discretion of the Clerk and without notice to the Consortium.

(H) The Clerk shall promptly notify the Consortium in the event the funds on deposit in the Payment Account are insufficient to process payment or reimbursement of an Approved Invoice. In such case, unless directed in writing by an Authorized Signatory, the Clerk shall not process a partial payment of the Approved Invoice but shall wait to process payment until sufficient funds have been deposited into the Payment Account to pay the Approved Invoice in full.

(I) The Clerk shall promptly notify the Consortium in the event one or more Approved Invoices submitted to the Clerk for payment exceed the amount budgeted by the Consortium for the underlying project, program or activity. In such case, the Clerk shall not process payment of any invoice(s) which exceed the budgeted amount until the Consortium provides the Clerk with a budget amendment.

(J) The Clerk shall provide such reasonable assistance as may be necessary for the Consortium to undertake the responsibilities set forth in Section 3.01 hereof or as otherwise may be required by the RESTORE Act; provided, however, that costs incurred by the Clerk in providing such assistance shall be paid for or reimbursed by the Consortium.

SECTION 3.03 ACKNOWLEDGMENTS.

(A) The parties hereto acknowledge that the RESTORE Act provides extensive requirements and prerequisites for the expenditure of funds derived from the Trust Fund, and that the Consortium shall have and maintain sole responsibility for determining whether a given activity, expenditure or cost comprises a Qualified Expenditure, and for taking such actions as may be necessary to satisfy applicable requirements and prerequisites or obtain any approvals from state, Federal or any other authorities required in order to approve payments and expenditures from the Payment Account and Trust Fund proceeds.

(B) The Clerk's role in performing the functions contemplated hereunder shall be construed solely as ministerial. The Clerk is not agreeing to act hereunder, and shall not act hereunder, as the budget officer, comptroller, accountant, auditor or custodian of the Consortium or Consortium funds.

(C) The Clerk shall have no obligation to undertake any audit or pre-audit functions or independent verification as to:

(1) Whether a given activity, expenditure or cost comprises a Qualified Expenditure in accordance with the RESTORE Act.

(2) Whether the proceeds of any payment processed by the Clerk were expended for their intended purpose.

(3) The due authorization and approval by the Consortium for a Qualified Expenditure, or the authenticity of the mark of approval or signature of the Authorized Signatory appearing on Approved Invoices.

(D) The Clerk shall not be responsible for any tasks associated with grant management and administration, or developing federal regulatory reports (such as Section 3, MBE, Davis Bacon, Monthly/Quarterly Progress, etc.). Such tasks shall be the sole responsibility of the Consortium or the consultant or third party engaged by the Consortium for such purpose.

SECTION 3.04. COMPENSATION.

(A) The Clerk enters into this Agreement with the understanding that the number of payments processed by the Clerk will not exceed one hundred (100) per Fiscal Year. Based upon that understanding, the Clerk has agreed to perform its responsibilities hereunder without compensation for the professional services associated therewith. However, in the event the number of transactions exceeds one hundred (100) per Fiscal Year, or if the actual expenses and costs incurred in performing under this Agreement are greater than anticipated, then the Clerk reserves the right to renegotiate the compensation terms of this Agreement accordingly.

(B) The Clerk shall be reimbursed for actual expenses and costs incurred in fulfilling the responsibilities of the Clerk contemplated hereunder. Such expenses may include but are not limited to the following:

(1) Legal fees and expenses associated with negotiation, preparation and implementation of this Agreement.

(2) Costs incurred in providing the disclosure information contemplated by Section 4.02 hereof.

(3) In accordance with section 218.77, Florida Statutes, regarding requirements for disclosure of contingencies associated with federal requirements, the Consortium's payment of compensation to the Clerk is contingent upon the receipt of federal funds and federal approval.

(B) The Clerk shall submit invoices for payment of or reimbursement for actual costs incurred, such as check stock, computer printing or photocopies, long distance telephone charges, travel expenses, and overnight delivery charges. Any travel expenses will be paid or reimbursed in accordance with Section 112.061, Florida Statutes. The Clerk will bill periodically, but not less often than monthly, by invoice reflecting expenses with all appropriate back-up materials typically required by governmental entities.

[Remainder of Page Intentionally Left Blank]

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. INTERLOCAL AGREEMENT PROVISIONS. Portions of this Agreement constitutes a joint exercise of power, privilege or authority by and among the Clerk and the Consortium and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of Leon County in accordance with Section 163.01(11), Florida Statutes.

SECTION 4.02. DISCLOSURE COOPERATION. The Consortium and the Clerk agree to cooperate in the preparation and disclosure of any information requested by any state or Federal authorities engaged in monitoring, oversight or auditing of Trust Fund proceeds or moneys held in or drawn from the Payment Account. The Consortium shall pay or reimburse the reasonable costs and expenses incurred by the Clerk to comply with the provisions of this section.

SECTION 4.03. PROFESSIONAL FEES; COSTS.

(A) The Consortium shall be responsible for securing its own counsel for representation relative to the negotiation, preparation and implementation of this Agreement, and all other matters associated with the implementation or performance hereunder.

(B) The Consortium shall pay or reimburse the professional fees and costs associated with the negotiation, preparation and implementation of this Agreement on the Clerk's behalf.

(C) In any litigation arising out of this Agreement, the prevailing party in such litigation shall, subject to the limitation imposed by Section 768.28, Florida Statutes, be entitled to recover reasonable attorneys' fees and costs.

SECTION 4.04. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and shall continue for a term of two (2) calendar years thereafter. This Agreement shall thereafter automatically renew for successive one (1) year periods unless the Consortium and the Clerk both opt not to renew or extend this Agreement. This Agreement may be terminated by law, at any time by a written agreement amongst the parties hereto, or by the Clerk by providing written notice thirty (30) days in advance of the termination date. This Agreement shall terminate when the earlier of the following occurs:

(A) All revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) The Consortium is dissolved by a majority vote of its Board.

SECTION 4.05. FAILURE OF PERFORMANCE.

(A) A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein,

then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured.

(B) Unless otherwise provided herein, the parties to this Agreement may proceed at law or in equity to enforce their rights under this Agreement.

SECTION 4.06. DISPUTE RESOLUTION.

(A) The parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions among the parties fail to resolve the dispute within sixty (60) days of the notice described in subsection (A) hereof, the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, any of the parties can request appointment of a mediator by the Chief Judge of the Second Judicial Circuit Court in and for Leon County, Florida. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable

and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120 day period shall be deemed to constitute an acceptance of the interpretation or performance of the other parties.

SECTION 4.07. LIABILITY. No director, agent, deputy, officer, official or employee of the Consortium or the Clerk shall be liable for any action taken pursuant to this Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other director, agent, officer, official or employee of the Consortium or the Clerk.

SECTION 4.08. INDEMNIFICATION. The Consortium shall, to the fullest extent authorized by law, indemnify and hold harmless the Clerk, its employees, deputies and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever including but not limited to those arising out of, resulting from, or in any way connected with (i) failure of

the Consortium to comply with the requirements of the RESTORE Act, and (ii) the processing of an Approved Invoice for payment in the event such payment, although approved by the Consortium or Authorized Signatory, is for an expenditure not authorized by, or which is disallowed under, the RESTORE Act.

SECTION 4.09. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification or waiver of this Agreement shall be filed with the Clerk of the Circuit Court in and for Leon County, Florida in accordance with section 163.01(11) of the Interlocal Act. Neither the failure nor any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between or among the parties will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

SECTION 4.10. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight

courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

The Consortium: Virginia S. Delegal, Interim Manager
Gulf Consortium
c/o Florida Association of Counties
100 S. Monroe Street
Tallahassee, Florida 32301

with a separate copy sent to:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

The Clerk: LEON COUNTY CLERK & COMPTROLLER'S OFFICE
ATTN: Administration
301 S. Monroe Street, #100
Tallahassee, Florida 32301

with a separate copy sent to:

Bryant Miller Olive P.A.
101 North Monroe Street, #900
Tallahassee, Florida 32301

(B) Either of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three days after the date mailed.

SECTION 4.11. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 4.12. ASSIGNMENT. No assignment of this Agreement shall be made in whole or in part by any party without the express written consent of the other party, which may be withheld in their sole discretion.

SECTION 4.13. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 4.14. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4.15. APPLICABLE LAW AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State. Payments required hereunder shall be governed by the provisions of the Local Government Prompt Payment Act or as otherwise mutually agreed to between the parties hereto.

(B) Unless otherwise required by law or otherwise agreed to by all parties hereto, venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Leon County, Florida.

SECTION 4.16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Consortium and the Clerk have caused this Interlocal Agreement to be duly executed.


GULF CONSORTIUM

ATTEST:

By: 
Chairman Board of Directors

Date: June 19 2015

Secretary-Treasurer
Board of Directors

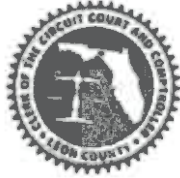
APPROVED AS TO FORM:


Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

IN WITNESS WHEREOF, the Consortium and the Clerk have caused this
Interlocal Agreement to be duly executed

LEON COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

(SEAL)



By: 
Bob Inzer

Date: 7/1/2015, 2015

PART II
INTERCHANGE OF PERSONNEL
BETWEEN GOVERNMENTS

- 112.24 Intergovernmental interchange of public employees.
- 112.25 Declaration of policy.
- 112.26 Definitions.
- 112.27 Authority to interchange employees.
- 112.28 Status of employees of this state.
- 112.29 Travel expenses of employees of this state.
- 112.30 Status of employees of other governments.
- 112.31 Travel expenses of employees of other governments.

112.24 Intergovernmental interchange of public employees.—To encourage economical and effective utilization of public employees in this state, the temporary assignment of employees among agencies of government, both state and local, and including school districts and public institutions of higher education is authorized under terms and conditions set forth in this section. State agencies, municipalities, and political subdivisions are authorized to enter into employee interchange agreements with other state agencies, the Federal Government, another state, a municipality, or a political subdivision including a school district, or with a public institution of higher education. State agencies are also authorized to enter into employee interchange agreements with private institutions of higher education and other nonprofit organizations under the terms and conditions provided in this section. In addition, the Governor or the Governor and Cabinet may enter into employee interchange agreements with a state agency, the Federal Government, another state, a municipality, or a political subdivision including a school district, or with a public institution of higher learning to fill, subject to the requirements of chapter 20, appointive offices which are within the executive branch of government and which are filled by appointment by the Governor or the Governor and Cabinet. Under no circumstances shall employee interchange agreements be utilized for the purpose of assigning individuals to participate in political campaigns. Duties and responsibilities of interchange employees shall be limited to the mission and goals of the agencies of government.

(1) Details of an employee interchange program shall be the subject of an agreement, which may be extended or modified, between a sending party and a receiving party. State agencies shall report such agreements and any extensions or modifications thereto to the Department of Management Services.

(2) The period of an individual's assignment or detail under an employee interchange program shall not exceed 2 years. Upon agreement of the sending party and the receiving party and under the same or modified terms, an assignment or detail of 2 years may be extended by 3 months. However, agreements relating to faculty members of the State University System may be extended biennially upon approval by the Department of Management Services. If the appointing agency is the Governor or the Governor and Cabinet, the period of an individual's assignment or detail under an employee interchange program shall not exceed 2 years plus an extension of 3 months or the number of years left in the term of office of the Governor, whichever is less.

(3) Salary, leave, travel and transportation, and reimbursements for an employee of a sending party that is participating in an interchange program shall be handled as follows:

(a) An employee of a sending party who is participating in an interchange agreement may be considered as on detail to regular work assignments of the sending party or in a leave status from the sending party except that the receiving agency shall pay the salary and benefits of such employee during the time, in excess of 1 week, that the employee is working for the receiving agency. However, an employee of a sending party who is participating in an interchange agreement pursuant to s. 10, chapter 91-429, Laws of Florida, shall be considered as on detail to

regular work assignments of the sending party, and the sending party shall reimburse the receiving agency for the salary and benefits and expenses of such employee and any other direct costs of conducting the inspections during the time the employee is working for the receiving agency.

1. If on detail, an employee shall receive the same salary and benefits as if he or she were not on detail and shall remain the employee of the sending party for all purposes except that supervision during the period of detail may be governed by the interchange agreement.

2. If on leave, an employee shall have the same rights, benefits, and obligations as other employees in a leave status subject to exceptions provided in rules for state employees issued by the department or the rules or other decisions of the governing body of the municipality or political subdivision.

(b) The assignment of an employee of a state agency on detail or on leave of absence may be made without reimbursement by the receiving party for the travel and transportation expenses to or from the place of the assignment or for the pay and benefits, or a part thereof, of the employee during the assignment.

(c) If the rate of pay for an employee of an agency of the state on temporary assignment or on leave of absence is less than the rate of pay he or she would have received had the employee continued in his or her regular position, such employee is entitled to receive supplemental pay from the sending party in an amount equal to such difference.

(d) Any employee who participates in an exchange under the terms of this section who suffers disability or death as a result of personal injury arising out of and in the course of an exchange, or sustained in performance of duties in connection therewith, shall be treated, for the purposes of the sending party's employee compensation program, as an employee who sustained injury in the performance of duty, but shall not receive benefits under such program for any period for which the employee is entitled to, and elects to receive, similar benefits under the receiving party's employee compensation program.

(e) A sending party in this state may, in accordance with the travel regulations of such party, pay the travel expenses of an employee who is assigned to a receiving party on either detail or leave basis, but shall not pay the travel expenses of such an employee incurred in connection with work assignments at the receiving party. If the assignment or detail will exceed 8 months, travel expenses may include expenses to transport immediate family, household goods, and personal effects to and from the location of the receiving party. If the period of assignment is 3 months or less, the sending party may pay a per diem allowance to the employee on assignment or detail.

(4)(a) When any agency, municipality, or political subdivision of this state acts as a receiving party, an employee of the sending party who is assigned under authority of this section may be given appointments by the receiving party covering the periods of such assignments, with compensation to be paid from the receiving party's funds, or without compensation, or be considered to be on detail to the receiving party.

(b) Appointments of persons so assigned may be made without regard to the laws or regulations governing the selection of employees of the receiving party.

(c) During the period of an assignment, the employee who is detailed to the receiving party shall not by virtue of such detail be considered an employee of the receiving party, except as provided in paragraph (d), nor shall the employee be paid a wage or salary by the receiving party. The supervision of an employee during the period of the detail may be governed by agreement between the sending party and the receiving party. A detail of an employee to a state agency may be made with or without reimbursement to the sending party by the receiving party for the pay and benefits, or a part thereof, of the employee during the period of the detail.

(d) If the sending party of an employee assigned to an agency, municipality, or political subdivision of this state fails to continue making the employer's contribution to the retirement, life insurance, and health benefit plans for that employee, the receiving party of this state may make the employer's contribution covering the period of the assignment or any part thereof.

(e) Any employee of a sending party assigned in this state who suffers disability or death as a result of

personal injury arising out of and in the course of such assignment, or sustained in the performance of duties in connection therewith, shall be treated for the purpose of the receiving party's employee compensation program, as an employee who has sustained injury in the performance of duty, but shall not receive benefits under such program for any period for which he or she elects to receive similar benefits as an employee under the sending party's employee compensation program.

(f) A receiving party in this state may, in accordance with the travel regulations of such party, pay travel expenses of persons assigned thereto during the period of such assignments on the same basis as if they were regular employees of the receiving party.

(5) An agency may enter into agreements with private institutions of higher education in this state as the sending or receiving party as specified in subsections (3) and (4).

¹(6) For the 2014-2015 fiscal year only, the assignment of an employee of a state agency as provided in this section may be made if recommended by the Governor or Chief Justice, as appropriate, and approved by the chairs of the legislative appropriations committees. Such actions shall be deemed approved if neither chair provides written notice of objection within 14 days after receiving notice of the action pursuant to s. 216.177. This subsection expires July 1, 2015.

History.—s. 149, ch. 79-190; s. 1, ch. 85-1; s. 2, ch. 88-557; s. 1, ch. 89-315; s. 19, ch. 89-367; s. 43, ch. 92-279; s. 55, ch. 92-326; s. 695, ch. 95-147; s. 33, ch. 96-399; s. 2, ch. 98-331; s. 14, ch. 2008-153; s. 50, ch. 2009-82; s. 57, ch. 2010-153; s. 61, ch. 2011-47; s. 40, ch. 2012-119; s. 39, ch. 2013-41; s. 53, ch. 2014-53.

¹Note.—Section 53, ch. 2014-53, amended subsection (6) “[i]n order to implement appropriations for salaries and benefits of the 2014-2015 General Appropriations Act.”

112.25 Declaration of policy.—The state recognizes that intergovernmental cooperation is an essential factor in resolving problems affecting this state and that the interchange of personnel between and among governmental agencies at the same or different levels of government is a significant factor in achieving such cooperation.

History.—s. 1, ch. 65-524.

112.26 Definitions.—For the purposes of this part of chapter 112 the following words and phrases have the meanings ascribed to them in this section.

(1) “Sending agency” means any department or agency of the federal government or a state government which sends any employee thereof to another government agency under this part.

(2) “Receiving agency” means any department or agency of the federal government or a state government which receives an employee of another government under this part.

History.—s. 2, ch. 65-524.

112.27 Authority to interchange employees.—

(1) Any department, agency, or instrumentality of the state is authorized to participate in a program of interchange of employees with departments, agencies, or instrumentalities of the state, the Federal Government, or another state, as a sending or receiving agency.

(2) The period of individual assignment or detail under an interchange program shall not exceed 12 months, nor shall any person be assigned or detailed for more than 12 months during any 36-month period. Details relating to any matter covered in this part may be the subject of an agreement between the sending and receiving agencies. Elected officials shall not be assigned from a sending agency nor detailed to a receiving agency.

History.—s. 3, ch. 65-524; s. 3, ch. 98-331.

112.28 Status of employees of this state.—

(1) Employees of a sending agency participating in an exchange of personnel as authorized in s. 112.27 may be considered during such participation to be on detail to regular work assignments of the sending agency.

(2) Employees who are on detail shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the sending agency for all other purposes except that the supervision of their duties during the period of detail may be governed by agreement between the sending agency and the receiving agency.

(3) Any employee who participates in an exchange under the terms of this section who suffers disability or death as a result of personal injury arising out of and in the course of an exchange, or sustained in performance of duties in connection therewith, shall be treated, for the purposes of the sending agency's employee compensation program, as an employee, as defined in such act, who has sustained such injury in the performance of such duty, but shall not receive benefits under that act for any period for which he or she is entitled to and elects to receive similar benefits under the receiving agency's employee compensation program.

History.—s. 4, ch. 65-524; s. 696, ch. 95-147.

112.29 Travel expenses of employees of this state.—A sending agency in this state may, in accordance with the travel regulations of such agency, pay the travel expenses of employees assigned to a receiving agency on either a detail or leave basis, but shall not pay the travel expenses of such employees incurred in connection with their work assignments at the receiving agency. During the period of assignment, the sending agency may pay a per diem allowance to the employee on assignment or detail.

History.—s. 5, ch. 65-524.

112.30 Status of employees of other governments.—

(1) When any unit of government of this state acts as a receiving agency, employees of the sending agency who are assigned under authority of this part may be considered to be on detail to the receiving agency.

(2) Appointments of persons so assigned may be made without regard to the laws or regulations governing the selection of employees of the receiving agency. Such person shall be in the unclassified service of the state.

(3) Employees who are detailed to the receiving agency shall not by virtue of such detail be considered to be employees thereof, except as provided in subsection (4), nor shall they be paid a salary or wage by the receiving agency during the period of their detail. The supervision of the duties of such employees during the period of detail may be governed by agreement between the sending agency and the receiving agency.

(4) Any employee of a sending agency assigned in this state who suffers disability or death as a result of personal injury arising out of and in the course of such assignment, or sustained in the performance of duties in connection therewith, shall be treated for the purpose of sending agency's employee compensation program, as an employee, as defined in such act, who has sustained such injury in the performance of such duty, but shall not receive benefits under that act for any period for which he or she elects to receive similar benefits as an employee under the receiving agency's employee compensation program.

History.—s. 6, ch. 65-524; s. 697, ch. 95-147.

112.31 Travel expenses of employees of other governments.—A receiving agency in this state may, in accordance with the travel regulations of such agency, pay travel expenses of persons assigned thereto under this part during the period of such assignments on the same basis as if they were regular employees of the receiving agency.

History.—s. 7, ch. 65-524.

GULF CONSORTIUM OF FLORIDA Conflict of Interest Disclosure Form

The purpose of this document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any contract, finding or providing assistance. The term "Conflict of Interest" refers to situations in which financial or other personal considerations may compromise or have the appearance of compromising professional judgment in following the rules and regulation of the Restore Act. Please mark the appropriate box for each question and complete both sections of the Form if indicated. This form must be completed and returned to the Gulf Consortium of Florida prior to any contract awards.

Agency Name: _____ Funding Source: _____
Agency Address: _____ Contract Amount: _____
City, State, ZIP: _____ Project Number: _____

- **Family Relationships:**

Does any employee, board member or person (as described above) in your agency have a family member directly or indirectly involved or employed with any member of the Gulf Consortium of Florida that creates a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

Yes No (If YES, please complete Part A)

- **Program Relationships:**

Does any employee, board member or person (as described above) in your agency serve or is appointed by any member of the Gulf Consortium of Florida that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

Yes No (If YES, please complete Part B)

Does an employee of any member of the Gulf Consortium of Florida serve in the Agency's Board of Directors, which may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

Yes No (If YES, please complete Part B)

Does any elected official of any of the Gulf Consortium Counties serve in the Agency's Board of Directors, which may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

Yes No (If YES, please complete Part B)

Is any employee, board member or person (as described above) in your agency involved in any other activity, directly or indirectly, with the Gulf Consortium of Florida that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

Yes No (If YES, please complete Part B)

• **Business Relationships:**

Is any employee, board member or person in your agency or a family member (spouse, child, stepchild, parent, sibling, or domestic partner) involved as an investor, owner, employee, consultant, contractor, or board member with an entity that has a contractual relationship with the Gulf Consortium of Florida to provide goods or services, sponsor development activities and/or receive referrals from the Gulf Consortium of Florida.

Yes No (If YES, please complete Part C)

If you answered YES to any question above, please complete the relevant section(s) below. If you answered NO to ALL the questions, you do NOT need to answer the questions below.

Please sign the completed document at the bottom of this Form and submit the Form to the Gulf Consortium of Florida. Thank you for your attention to this important issue.

A. Family Relationships:

1. Name of the family member(s) directly or indirectly involved or employed by an entity receiving Restore Act Funds.

2. Do any of the family members work in the program area? _____

3. Are any of the family members a local elected official? _____

4. Relationship: _____ Position: _____

Department: _____ Supervisor: _____

B. Program Relationships:

1. Other Activities: Name and describe the activity and/or program that you are directly or indirectly involved with?

2. Have you used the agencies' name, resources (facilities, personnel, or equipment), or confidential information in connection with the activity and/or program described in #1 above?

Yes No (If YES, describe the resource used)

3. Name of the employee, board member or person (as described above) serving or appointed to serve in a Committee or Board receiving Restore Act Funding:

4. Name of Board: _____

5. Name of the Committee employee or local government official who serves on your agency's board of directors.

Name: _____ Position: _____

Department: _____ Supervisor: _____

C. Business Relationships:

Please complete this section for EACH business relationship, or attach a separate explanation of business and research activities.

1. Name of Business: _____

2. Categorize the business' relationship with Restore Act Activities:

- Consultant or Advisor
- Research Activities
- Business or Referrals
- Other contractual or business relationship

Briefly describe the business, or licensing activity: _____

3. Who is involved with the business? – Check all that apply

Employee Name: _____

Family Member (name & relationship) _____

Describe the position or involvement – Check all that apply

- Owner/Investor
- Board Member

- Employee/Manager
 - Other
4. Are you receiving any type of compensation?
 Yes No (If YES, describe)

5. Who with a Restore Act funded entity oversees the relationship with this business?
 Name: _____ Title: _____
 Department: _____ Phone: _____

I have read and understand the Conflict of Interest Disclosure Form. I have disclosed all information required by this disclosure, if any, in an attached statement. I agree to comply with any conditions or restrictions imposed by the Gulf Consortium of Florida to reduce or eliminate actual and/or potential conflicts of interest. I will update this disclosure form promptly, if relevant circumstances change. I understand that this disclosure is not a confidential document.

If Gulf Consortium of Florida determines that a conflict of interest exists, a contract may be terminated and you may be required to return any and all funding allocated, whether used or not used.

 Printed Name

 Date

 Signature

 Date

**LEON COUNTY CLERK OF COURTS
FINANCE DEPARTMENT
OPERATING POLICY AND PROCEDURE MANUAL**

SECTION: 2.2	TOPIC: Pre-Audit of Clerk Invoices
REVISION DATE: September 5, 2001	APPROVED BY: Bill Bogan, Jr.

1. **Introduction.** Finance receives invoices from various Clerk Divisions for payment. The following steps should be followed to ensure the necessary information is included so that the payment can be made and the validity of the request can be determined.
2. The Initiating Division should do the following in order to correctly pay the invoice. Invoices should be received and approved by the Clerk divisions. Each division should review their invoice, complete a disbursement request, approve the request, and staple the invoice to the disbursement request. Three types of requests are available: the regular, ASAP and the emergency. The Finance Director, or his designee, signs the emergency and ASAP requests. In addition, the approval for the division should be the supervisor, the director, or the lead worker. If any attachment is needed to mail with the check, the division should clip it to the request. For refunds, the division should also attach a copy of the receipt. There is also a payment approval stamp available to use on the invoice, if enough room exists. If the stamp is used, do not stamp the remittance or any necessary information on the invoice.
3. When pre-auditing the invoice, Finance Department staff should verify the following:
 - a. Has the invoice been clocked into the Finance Department (date and time)? If not, the invoice should be stamped immediately at the front desk.
 - b. Is this an original invoice or a copy? If it is a copy, the originating division must provide a written explanation for sending a copy.
 - c. Has the invoice been stamped with the payment approval or is a disbursement request been attached to the invoice? The following information should be included:
 - Invoice date (if older than thirty days attach explanation)
 - Vendor # (If it is a new vendor number, the name, remittance address, phone numbers should be provided)
 - Complete account numbers.
 - Vendor invoice number
 - Description of goods and services
 - The approved amount to pay(If different from the invoice, please attach explanation)
 - Authorized approval signature/initials
 - Date approved by department
 - d. Does the payment request include sales tax? In most cases, the county is exempt.
 - e. Does the request look reasonable or questionable? If it looks questionable, notify your supervisor.



The Gulf Coast Ecosystem Restoration Council ORGANIZATIONAL SELF ASSESSMENT

Please see instructions for completing the form and note that the Council may request copies of actual documents as part of the review process.

Organization Identifying Information	
Legal Name of the Organization	Gulf Consortium
Other Organizational Names or Acronyms Used	GC, Consortium
Dun & Bradstreet Data Universal Numbering System (DUNS) Number	079937065
Contact Information	
Name of Person Completing the Assessment	Lisa King
Title	Senior Vice President, Langton Associates
Email	lisaking@langtonconsulting.com
Telephone	(904) 598-1368
Address	4830 Atlantic Blvd, Jacksonville, FL 32207
Date Completed (mm/dd/yyyy)	09/10/2015

The Gulf Coast Ecosystem Restoration Council
ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
Financial Management			
1 (a). Does the organization have an accounting and financial management system	Y	Y	Attach a narrative description of the system: Please refer to document "Gulf Consortium Admin and Financial Tasks"
1. (b) Does your accounting and financial management system follow Generally Accepted Accounting Principles?	Y		
1. (c) Does it also support Generally Accepted Auditing Standards?	Y		Per audited financials page 9
2. Does your organization produce annual financial statements?		Y	Attach copies of the most recent financial statements. Financial Statement for period ending 9/30/14 on Google drive
3. Is your accounting system accrual based or cash based?	Accrual		Per audited financials page 9
4. Is your financial management system sufficient to permit preparation of reports required by the applicable statutes and regulations and your grant agreement?	Y		Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
5. Does your financial management system allow you to define and manage existing or planned indirect cost rates?			Consortium will use standard indirect cost rate of 10%
6. (a) Does the organization use Federal funds to pay indirect costs?	Y		
6. (b) If yes, does the organization have a current approved negotiated indirect cost rate agreement with its Federal cognizant agency?			Since the Consortium is a start-up agency no approved negotiated indirect cost agreement exists. The Consortium will use the standard indirect cost rate of 10%.
7. Does your financial management system allow you to compare actual expenditures or outlays to budgeted amounts for each grant?	Y		Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
8. Are drawdowns requested as close as possible to the time of disbursement?	Y		Please refer to document "Gulf

The Gulf Coast Ecosystem Restoration Council
ORGANIZATIONAL SELF ASSESSMENT

Self-assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
9. Does your financial management system minimize the time elapsed between transfer of funds from the U.S. Treasury and disbursement of the funds?			Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
10. Does the organization have policy addressing who is authorized to request payment from the federal government, what procedures are used to ensure that requests are accurate, and when drawdown of funds will occur? If yes, please provide the title of the document	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
11. Does your financial management system support procedures for determining the reasonableness, allocability of costs in accordance with 2 CFR 200 Subpart E-Cost Principles?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
12. Does the organization periodically assess and maintain proper segregation of duties?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
13. Does your financial management system provide for effective control over and accountability for all funds, property and other assets, including ensuring that all such assets are used solely for authorized purposes and activities that are allowable in accordance with the applicable cost principles?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
14. Does your financial management system support effective control and accountability for all grant cash, real and personal property, and other assets?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
15. (a) Does the organization have a formalized internal control program and risk assessment methodology for managing and monitoring operational and financial risks? If yes, please provide the policy document or a description.	N	Y	Enter: Title of attachment and attach response. A formalized internal control program and risk assessment methodology for managing and monitoring operational and financial

The Gulf Coast Ecosystem Restoration Council
ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
15 (b) If yes, do you perform periodic testing and update it, as needed?	N/A		risks will be developed.
Audit Information			
16. (a) Have audits been performed on your financial statements for the past two years? If yes, please provide a copy of the most recent audit results, and answer questions b and c. If no, please respond to d.	Y	Y	Attach most recent audit: FY 13-14 Audit in Google drive
16. (b) What opinions did the auditors render?		Y	Enter: Title of attachment and attach response WarrenAverett Audit Results Presentation.pdf on Google Drive
16. (c) If the audits were qualified, please explain why, and the remedial actions taken.		Y	Enter: Title of attachment and attach response N/A
16 (d) If no audits were performed, please provide the reason why.		Y	Enter: Title of attachment and attach response N/A
17. (a) If the organization has expended more than \$500,000 in federal grant funds within a fiscal year, has an OMB Circular A-133 audit been performed?		Y	If yes, attach most recent audit N/A
17. (b) If yes, were there any major findings? Please attach your narrative response		Y	Enter: Title of attachment and attach response N/A
17. (c) What was the audit opinion? Please attach your narrative response		Y	Enter: Title of attachment and attach response N/A
18. Does the organization formally respond to all internal audit, Inspector General and external audit findings in writing and make timely remedial actions/corrections?	Y		Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
Operations and General Management			
19. Does the organization have management, information and accounting systems in place that are designed to meet all federal and Council-specific			Please refer to document "Gulf Consortium Admin and Financial

The Gulf Coast Ecosystem Restoration Council ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
program requirements, including reporting requirements?			Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
20. Do key personnel assigned to this grant have experience in managing federal grants and an understanding of the relevant federal regulations?	Y		Langton Associates will perform grant management tasks, they have over 30 years grant management experience.
21. Do you have a written grants management manual or standard operating procedures that you provide to employees?	Y		If yes, please enter document title Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
22. Does your organization maintain a written code of conduct governing the performance of your employees engaged in the award and administration of contracts?	The GC currently has no employees.		
23. Does the code of conduct encompass conflicts of interest?	"		If yes, please enter document title:
24. Are employees required to review the code of conduct and sign off on it?	"		
25. Does your organization maintain a personnel system which has the capability to create monthly reports of the activities and time of each employee whose compensation is charged to each project that the employee works on including all federal assistance programs?	"		
26. Is adequate training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on federal grant programs?	"		
27. Have any key personnel listed in the application ever been debarred or suspended from participation in Federal Assistance programs? If yes, please attach a list indicating who, when and for what reasons?	N: "	Y	Enter: Title of attachment and attach response
28. Does the organization have procedures in place to address breaches of ethics policy and/or instances of fraud or other criminal activity?	"		
29. Do these procedures include required procedures and/or remedial actions to prevent future violations?	"		

The Gulf Coast Ecosystem Restoration Council
ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
Procurement			
30. Does your procurement system provide for the conduct and documentation of cost or price analysis for each procurement action?	Y		The Gulf Consortium was formed as a local government entity pursuant to laws of the State of Florida. The Consortium follows state law governing procurement.
31. Does your organization maintain written procurement procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200 and that covered transactions (as defined in the suspension and debarment common rule – 2 CFR Part 180) are not made with a debarred or suspended party?	Y	Y	If yes, please enter document title and attach a brief description: Chapter 287 Florida Statutes
Property Management			
32. Does your property management system provide for maintaining formal inventory records of all equipment acquired with federal funds, and for conducting a physical inventory and reconciliation of property at least every two years?	N/A		Interlocal establishment of GC, page 13 Section 4.01 A5, establishes that the GC can hold property, but since the work of the GC will be done by contract, no property is anticipated being acquired.
33. Does your property management process include controls to safeguard against loss, damage, or theft of the property?	N/A		
34. Does your property management system provide for adequate maintenance, disposition or encumbrance of the property according to federal requirements?	N/A		
35. Does your property management process include an effective system of internal controls to provide reasonable assurance of compliance with the real property acquisition, appraisal, negotiations, and relocation requirements?	N/A		
Subrecipient Management and Monitoring			
36. Has your organization established policies and procedures that provide reasonable assurance that:			Subrecipients will not be utilized until SEP implementation, so no policies have been established at this time.

The Gulf Coast Ecosystem Restoration Council ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/ comments
36. (a). Federal award information and compliance requirements (2 CFR 331-332) are identified to subrecipients	N/A		
36. (b). Subrecipient audit findings are resolved	N/A		
36. (c). The impact of any sub-recipient noncompliance on the pass-through entity is evaluated and action taken?	N/A		
36 (d). Does your organization maintain written policies regarding subrecipient monitoring?	N/A		If yes, please enter document title
36 (e) If yes, how does your organization monitor subrecipients and how frequently are any of the following activities performed? (for each activity used, enter the frequency)			Enter frequencies below
e-1. Desk reviews	N/A		
e-2. Site visits	N/A		
e-3. Financial report reviews	N/A		
e-4 Performance report reviews	N/A		
e-5. Other (please describe)	N/A	Y	Enter: Title of attachment and attach description
38. Does your organization maintain written procedures outlining subrecipient responsibilities that include any clauses required by federal statute, the Council, or Executive Orders and their implementing regulations, and that contain a provision for compliance with 2CFR Part 200 in the subrecipient agreement?	N/A		If yes, please enter document title
39. How does your organization train subrecipients? Please provide documentation to illustrate training activities	N/A	Y	Enter: Title of attachment and attach response
40 (a). Does the organization have a formalized risk assessment process in place specifically for federal grant programs to assess subrecipient eligibility and monitoring of performance?	N/A		
40 (b). If yes, does the process include the use of standard forms and checklists?	N/A		

The Gulf Coast Ecosystem Restoration Council
ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
4. For federal programs, does your organization include a determination whether or not each agreement it makes with a non-federal entity represents a subrecipient or a contractor relationship.	N/A		

CERTIFICATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE (REQUIRED)

I certify that the statements I have made on this form and all attachments thereto are true, accurate, and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under the applicable law.

Name of Authorized Representative

Prefix: The Honorable

First Name: Grover

Middle Name: (Optional): _____

Last Name: Robinson

Suffix: _____

Title of Authorizing Official: Chair, Gulf Consortium

SIGNATURE: _____

Date submitted (mm/dd/yyyy): 09/14/2015

Florida State Expenditure Plan - Proposed Milestones with Costs

Milestone/ Activity	Milestone Type	Start Date	Completion Date	Modified Date	Status (% complete)	Deliverable (Y/N)	Anticipated Cost (\$)	Spent to Date (\$) (to be spent through Sept. 30, 2015)
Pre-Award Milestones and Costs								
Task 1A - Prepare Planning State Expenditure Plan	Planning	January 2, 2015	March 25, 2015		100%	Yes	\$15,000	\$15,000
Task 1B - Prepare Administrative Grant Application	Planning	March 26, 2015	TBD		100%	Yes	\$35,980	\$35,090
Task 2 - Conduct Gulf Consortium Goal Setting Workshop	Planning	June 19, 2015	August 26, 2015		100%	Yes	\$21,560	\$21,560
Task 15A – Public Involvement & Stakeholder Coordination Phase I	Planning	June 19, 2015	September 30, 2015		100%	Yes	\$82,388	\$82,388
Year 1 Milestones and Costs								
Task 3 - Compile Initial Project List	Planning	October 1, 2015	November 30, 2015		\$0	Yes	\$29,450	\$0
Task 4 – Sort, Screen and Attribute Initial Project List	Planning	December 1, 2015	January 31, 2016		\$0	Yes	\$112,250	\$0
Task 5 – Develop Initial Project Spatial Database	Planning	January 1, 2016	February 28, 2016		\$0	Yes	\$108,450	\$0
Task 6 – Conduct Gap/Overlap Analysis	Planning	March 1, 2016	April 30, 2016		\$0	Yes	\$50,850	\$0
Task 7 – Develop & Implement Improved Nomination Process	Planning	April 1, 2016	September 30, 2016		\$0	Yes	\$117,100	\$0

Task 8 – Develop Final Project Spatial Database	Planning	July 1, 2015	September 30, 2016		\$0	Yes	\$117,900	\$0
Task 15B – Public Involvement & Stakeholder Coordination Phase II	Planning	January 1, 2016	September 30, 2016		\$0	Yes	\$258,106	\$0

Year 2 Milestones and Costs

Task 9 - Develop Project Evaluation and Leveraging Criteria	Planning	October 1, 2016	December 30, 2016		\$0	Yes	\$108,040	\$0
Task 10 - Conduct Detailed Project Evaluation	Planning	January 1, 2016	March 30, 2017		\$0	Yes	\$332,470	\$0
Task 11 – Develop Priority Project Rankings/Implement Leveraging Criteria	Planning	February 1, 2017	April 30, 2017		\$0	Yes	\$231,480	\$0
Task 12 – Prepare Draft Final SEP	Planning	April 1, 2017	May 31, 2017		\$0		\$158,940	\$0
Task 13 – Draft SEP Review and Revisions	Planning	June 1, 2016	July 31, 2016		\$0		\$91,080	\$0
Task 14 – Prepare Final SEP	Planning	August 1, 2017	September 30, 2017		\$0		\$88,200	\$0
Task 15C – Public Involvement & Stakeholder Coordination Phase III	Planning	October 1, 2017	September 30, 2017		\$0		\$258,106	\$0
Task 16 – Conceptual Design & Feasibility Studies	Planning	April 1, 2017	September 30, 2017		\$0		\$1,000,000	\$0

Cost Summary:

- Pre-Award = \$154,928
- Year 1 (October 1, 2015 – September 30, 2016) = \$794,106
- Year 2 (October 1, 2016 – September 30, 2017) = \$2,268,316
- Total Award for SEP Development = \$3,217,350

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 5
2016 Meeting Calendar Update**

Statement of Issue:

This agenda item provides the Gulf Consortium with the dates for the regularly-scheduled Board meetings in 2016.

Background:

The Executive Committee voted, at its meeting of August 20, 2015, to approve the direction of the 2016 meeting calendar and, dates are now certain for FAC Annual Conference, Policy Conference and Legislative Conference.

JANUARY

Open

FEBRUARY

Thursday, February 4, 2016, 8:30 am, ET
Tallahassee, Leon County
Florida Department of Environmental Protection
In conjunction with FAC Legislative Day

MARCH

Open

APRIL

Thursday, April 21, 2016, 2:00 pm, ET
Tentative Location: Hillsborough County BoCC Chambers

JUNE

Tuesday, June 28, 2016, 1:00 pm, ET
Hyatt Regency Orlando, Orange County
In conjunction with FAC Annual Conference

AUGUST

Open

SEPTEMBER

Tuesday, September 13, 2016, 3:00 pm ET
Hutchinson Island Marriott, Martin County
In conjunction with FAC Policy Conference

OCTOBER

Open

NOVEMBER/DECEMBER

Friday, December 2, 2016, 10:00 am – 12:00 pm, ET

Buena Vista Palace, Orange County

In conjunction with FAC Legislative Conference.

Analysis:

These proposed dates for regularly-scheduled Board meetings are provided based on the direction the Consortium desires to keep travel expenses and impacts to a minimum by being able to attend multiple meetings at the same location and time period. In addition, during 2016, more meetings will likely be required as the Consortium begins to engage in the active development of Florida's State Expenditure Plan. Those dates are not yet known.

Options:

This agenda item is informational only. No action required.

Recommendation:

No action is required at this time.

Attachments:

None.

Prepared by:

Ginger Delegal

Florida Association of Counties

Interim General Manager

On: November 5, 2015

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 6
Officer Elections in February 2016**

Executive Summary:

This agenda item provides information about the process for electing the Chairman, Vice-Chairman and Secretary/Treasurer for the 2016 calendar year. This item does not require Board action; rather it serves as a reminder about the process the Consortium has used in the past and will use for the election of officers for 2016.

The election will be held at the first meeting in 2016, scheduled for February 4, 2016 in Tallahassee. The following is a summary of the election process adopted by the Board for the election:

- A Director may nominate him or herself for one or more of the offices sought.
- **The Director must notify the Interim Manager by December 15, 2015 of the intent to run for office.**
- The Director must secure written approval of the Director's candidacy by the respective Board of County Commissioners. The Board's approval must be provided to the Manager prior to the election.
- The re-election of an incumbent officer is allowed.
- Election is by written ballot, with a majority vote required of the Directors present and voting to determine the election outcome.
- Newly elected officers shall take office immediately and serve until the election of new officers for 2017.

After the election of the officers, the three elected officers select two additional Directors to serve as "at large," voting members of the Executive Committee. The Chairman typically calls a special conference call meeting of the three elected officers to select the two at large members of the Executive Committee.

Background:

The Interlocal Agreement establishes the following elected officers: Chairman, Vice-Chairman and Secretary/Treasurer. These officers must be Directors and shall each serve a one year term, unless reelected. The duties of the Chairman include signing documents, calling meetings of the Board and taking such other actions and having such other powers as provided by the Board. See, Sec. 3.04, 3.05, 3.07. The Vice-Chairman is authorized to act in the absence or otherwise

inability of the Chairman to act. Sec. 3.05. The Secretary/Treasurer is responsible for the minutes of the meetings and shall have other powers approved by the Board. Sec. 3.05.

The Interlocal Agreement also provides that the Chairman, Vice-Chairman and Secretary/Treasurer shall select two other Directors who, together with the elected officers, shall constitute an Executive Committee.

Pursuant to the procedure adopted by the Board in November 2012 (copy attached), the Board is required to annually elect three officers from among the Directors at the first meeting of the year.

Analysis:

This agenda item does not require Board action. It provides information to the Directors and the public of the election process and that qualification for election to the three elected positions remains open until **December 15, 2015**, the closing date as established by the Interim Manager pursuant to the election procedure.

Options:

This agenda item is informational only. No action by the Board is required.

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Attachments:

Policy adopted by Board of Directors, November 2012

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
General Counsel
On: November 5, 2015

Gulf Consortium Process for Election of the Chairman, Vice Chairman and Secretary-Treasurer

Adopted by the Board of Directors in November 2012.

Commencing with the elections in 2013 and applicable annually thereafter, the following election process is approved:

- **Date of Election.** Election of officers shall be held annually at the Board's first meeting of the calendar year (the "Election Meeting").
- **Term of Office.** An officer shall take office immediately upon election. The term of office shall end upon the election of the officer at the following year's Election Meeting of the Board
- **Self Nomination and Notification; Timelines.--** Any Director wishing to run for an elected office shall formally declare his/her candidacy by the Qualifying Date which is either December 15 of the year before the term begins, or such other date, as set by the Manager, that is not less than 20 days prior to the Election Meeting. The Manager shall provide notice to each Director of the Qualifying Date at least 45 days before the Election Meeting. The Director's declaration of candidacy must be in writing, stating the office or offices sought, and be received by the Manager on or before the Qualifying Date. The Director shall send the declaration of candidacy to the Manager by either (a) express delivery, return receipt requested, or (b) via electronic mail (email). The Manager shall acknowledge receipt of emails declaring candidacy within 24 hours of receipt. However, it shall be the responsibility of the Director declaring his or her candidacy to assure that the email has been received by the Manager on or before the qualifying date.
- **Board of County Commissioners Approval.--** On or before the Election Meeting, a Director who is a candidate for office shall cause to be delivered a letter or resolution to the Manager from that Director's board of county commissioners stating its support for that Director's candidacy for an officer of the Gulf Consortium.
- **Order of Election and Written Ballot.--** At the Election Meeting of the Board of Directors, the Manager shall conduct the election of the offices for the Chairman, Vice-Chairman and Secretary-Treasurer in that order. Qualified candidates shall be given an opportunity to address the Directors for three minutes each. After the candidates' presentation for the respective office, the Interim Manager shall issue a written ballot for each Director to vote his or her preference for that office.

- **Majority Vote Requirements.**-- A majority vote of the Directors present shall be required for the election of the officer. Voting shall continue until a majority vote of the Directors present is achieved for a candidate for the office. In case of a tie, the Interim Manager shall call for another vote for those tied until the office is filled by a majority vote of the Directors present.

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 7
Comments on Proposed BP Consent Decree**

Executive Summary:

This agenda item recommends the Gulf Consortium provide comments on the proposed BP Consent Decree urging the decree be modified to include authorization for the Spill Impact Component payments to be accelerated through the issuance of debt by the Consortium with a pledge of the BP payments over the 15 year payout schedule in the Consent Decree. Draft correspondence to the Department of Justice is attached for the Executive Committee's consideration. The acceleration of the funds will reduce administrative costs for grant administration and management, and allow the option for significant, signature projects to receive funding and provide a simpler mechanism for allocating funds among projects up front instead of requiring a lengthy project schedule requiring priorities be set by the Consortium.

Background:

In October 5, 2015 the U.S. Department of Justice submitted for public comment the proposed Consent Decree Among Defendant BP Exploration & Production, The United States of America, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas which among other claims settles all Clean Water Act civil penalties on BP. Eighty percent of the civil penalties provides funding for all the RESTORE Act components, including 30 percent for the Spill Impact Component, which is the source of funds for the State Expenditure Plan the Consortium is developing. For Florida's share of the Spill Impact Component, the Consent Decree results in an estimated total of \$242,352,000 paid out over a period of 15 years beginning a year after the settlement is finalized. The shares are equal in 14 of the 15 year payout period, with the second year's payment being less.

The Consent Decree does not expressly authorize the Consortium to borrow against or otherwise accelerate the BP payments.

Analysis:

As set forth in the attached draft correspondence to the Department of Justice, there are fiscal and administrative advantages to the Consortium to receiving a single upfront payment of funds instead of 15 separate payments over 15 years, as currently proposed in the Consent Decree. Comments are due to the Department of Justice on or before December 4, 2015.

Options:

- (1) Adopt a motion recommending the Board of Directors provide comments on the proposed BP settlement urging a modification that would allow acceleration of the payment schedule to the Consortium, as outlined in the attached draft correspondence.
- (2) Provide other direction.

Fiscal Impact:

There will be administrative costs savings associated with a shorter payout of BP funds to the Consortium from reduced grant administration and the general management and oversight cost of the Consortium and the granting agency in Florida, whether it is the Consortium or a department of state government.

There will be additional costs associated with accelerating the payout for borrowing money and paying principal and interest on the debt.

The fiscal impact of those costs and savings cannot be estimated.

Recommendation:

This is a policy decision for the Board. Commenting on the Consent Decree may result in preserving the option for accelerating the BP payments but will not obligate the Consortium to issue debt for that purpose. Consequently, we recommend adoption of a motion to comment on the Consent Decree to recommend modification allowing the acceleration of the payments.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
General Counsel
On: November 6, 2015



Via Email

<http://www.justice.gov/enrd/deepwater-horizon>

November 6, 2015

U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Re: Gulf Consortium Comments on Consent Decree in U.S. v. BP Exploration and Production, et al, Civil No. 10-4536 (E.D. La.) (centralized in MDL 2179: In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010.)

Dear Sir or Madam:

This correspondence is intended to provide comments from the Gulf Consortium of Florida on the Consent Decree urging a modification to expressly allow for the pledging of RESTORE Act funds, turning a small, but expensive grant program into an efficient, high impact course that could vastly improve the Gulf region's economy and environment as the Act envisions.

The Gulf Consortium is the entity designated by the RESTORE Act to develop Florida's State Expenditure Plan. The Consortium consists of 23 member counties all of which are along Florida's Gulf Coast from Monroe County in the Florida Keys to Escambia County in Florida's western panhandle. The Governor of Florida has appointed six ex officio members to the Board of Directors pursuant to a Memorandum of Understanding between the Consortium and Governor Rick Scott, who is responsible for submission of Florida's SEP to the Council.

The RESTORE Act's designation of the Gulf Consortium to develop the State of Florida's State Expenditure Plan is unique to Florida, as the Act requires a Gulf Coast State in every other instance to develop the respective State's plans. This unique designation puts the Consortium in a position of not having the financial backing of a State government's budget or resources. Instead, the Gulf Consortium is a special district created by the 23 county governments and is without taxing power. From its inception to date, the Consortium is funded entirely with contributions from the member counties which is approximately \$150,000 annually and in-kind

contributions from the Florida Association of Counties, a not for profit corporation organized to provide services to all 67 Florida counties.

The Consent Decree provides a 15 year payout of \$5.5 billion in Clean Water Act (CWA) civil penalties, 80 percent of which is earmarked by RESTORE Act for the Gulf Coast Restoration Trust Fund. The Consent Decree's CWA payment schedule provides for a uniform annual payment over a 15 year period, except for the second year in which a lesser amount is provided. See Section IV. Of the RESTORE Act funds, 30 percent is dedicated to the Spill Impact Component which is divided among the five Gulf Coast States pursuant to the RESTORE Act formula that the Gulf Coast Restoration Council used in determining each State's share by Council Rule. Under the Rule, Florida's share is 18.36 percent of the Spill Impact Component.

Based on the Consent Decree CWA payment schedule and the Council Rule's 18.36 percent allocation to Florida, we have estimated Florida's share of the Spill Impact Component 15 year payment schedule as follows:

Year	CWA Payment	Trust Fund Deposit	Florida Pot 3 Share
2017	\$379,310,345	\$303,448,276	\$16,713,931
2018	\$189,655,172	\$151,724,138	\$8,356,965
2019	\$379,310,345	\$303,448,276	\$16,713,931
2020	\$379,310,345	\$303,448,276	\$16,713,931
2021	\$379,310,345	\$303,448,276	\$16,713,931
2022	\$379,310,345	\$303,448,276	\$16,713,931
2023	\$379,310,345	\$303,448,276	\$16,713,931
2024	\$379,310,345	\$303,448,276	\$16,713,931
2025	\$379,310,345	\$303,448,276	\$16,713,931
2026	\$379,310,345	\$303,448,276	\$16,713,931
2027	\$379,310,345	\$303,448,276	\$16,713,931
2028	\$379,310,345	\$303,448,276	\$16,713,931
2029	\$379,310,345	\$303,448,276	\$16,713,931
2030	\$379,310,345	\$303,448,276	\$16,713,931
2031	\$379,310,343	\$303,448,274	\$16,713,931
	\$5,500,000,000	\$4,400,000,000	\$242,352,000

This payment schedule provides a uniform amount of \$16.7 million annually for the Consortium, except for the second year. In contrast, if the Consortium could pledge the annual amount to the retirement of debt, the Consortium could receive a lump sum amount to be retired over the same 15 year time period, the amount of which depends on interest rates and the cost of issuance.

Accelerating the annual BP payments into a single lump sum amount provides great advantages for restoring the Gulf environment and economy. A grant program that stretches out over a 15 year payout is much more expensive and less efficient than a short term grant program

associated with a lump sum amount. Similarly, a 15 year project list demands significantly more costs to develop and administer than a single up front amount. If the projects can be accelerated, the duration and amount of these administrative costs could be reduced, making more funds available for projects rather than spent on administration.

The 15 year payout trickles the money into projects, instead of providing resources for signature, significant projects that can make a big restoration difference. Further, the lump sum option provides more certainty, and allows Florida more opportunities to leverage other funds that are or may be dedicated to the restoration of the Gulf in Florida.

If the Consortium can finalize its RESTORE projects more quickly than 15 years, the settlement process should allow for that. Again, this would reduce administrative costs resulting in more beneficial use of the funds. In many cases it is likely that earlier implementation of environmental and economic restoration projects will accelerate and compound the benefits over time.

A program dedicating funds to provide lump sum payments up front is not an unusual approach to addressing capital projects in federal programs. The Consortium needs flexibility to be able to implement projects according to Florida priorities and scheduling considerations. The Consortium could utilize alternatives to allow for that flexibility which may include a mechanism to borrow against future settlement funds that will be received by Florida. Several alternatives could serve as a model for this flexibility in federal grant context such as:

- Grant Anticipation Revenue Vehicle (“GARVEE”)-like bonds;
- Grant Anticipation Notes (“GANs”); and
- Other “conduit” sources of financing or pooled programs.

To implement these types of tools, the Consent Decree should be modified to specify how interest on financing can be treated in any of these repayment mechanisms, as well address any federal income tax treatment on interest earned on such debt. The Gulf Consortium respectfully requests that the Consent Decree be modified to provide specific legal authority to authorize the expenditure of settlement funds for debt services under these types of mechanisms.

Respectfully,

Grover C. Robinson, IV
Chairman

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 8
Approval of Warren Averett Contract for Independent Financial Audit for
Fiscal Year Ending September 30, 2015**

Executive Summary:

This agenda memorandum seeks Executive Committee approval of the attached contract with Warren Averett to perform the Independent Financial Audit for the fiscal year ending September 30, 2015.

Background:

State law requires entities such as the Gulf Consortium to submit an annual audit to the Chief Financial Officer. Regarding hiring an auditor, Section 218.319, Florida Statutes, requires a specific audit selection procedure be followed, including the establishment of an audit committee to develop evaluation factors, to provide for the public announcement of the request for proposals, and to evaluate and rank the proposals for the governing body's consideration.

The Consortium's audit for FY 2013/2014 was conducted by Warren Averett. It was competitively procured by the Consortium and a contract was entered into on December 1, 2014.

Analysis:

Resolution 2014-02 established a procurement policy for the competitive selection of an independent financial auditor to prepare the Consortium's audit for the 2013-14 fiscal year. Under Resolution 2014-02, renewals of the financial auditor may be approved by the Executive Committee. Renewals of the contract may be approved by the Executive Committee as well.

The Executive Committee, at its meeting of August 20, 2015, voted to renew the contract with Warren Averett to conduct the independent audit for FY 2014/2015.

Options:

- (1) Approval of the Independent Auditor with Warren Averett to conduct the Consortium independent audit for FY2014/2015; or
- (2) Provide other direction.

Fiscal Impact:

The Consortium paid \$3,000 for the FY2013/2014 audit. The same contract amount is the proposed expenditure in the 2015/16 budget.

Attachment:

Contract with Warren Averett for the FY2014/15 independent audit.

Recommendation:

Approve Warren Averett Contract as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 5, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

September 30, 2015

The Gulf Consortium
100 South Monroe Street
Tallahassee, Florida 32301

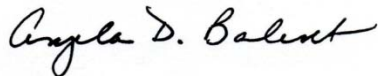
I want to thank you and The Gulf Consortium for your continued relationship with Warren Averett, LLC (the Firm). I appreciate this opportunity to further work with you and look forward to serving you in this capacity.

In an ongoing effort to provide exceptional service to our clients, we focus on preventing any misunderstandings regarding professional services and client expectations. Enclosed is our Terms of Engagement which outlines the services you have engaged our Firm to provide. This standard Firm document must be signed by all clients prior to the initiation of work to help both the Firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement. The document provides for proper client communication and complies with the American Institute of Certified Public Accountants Ethics Interpretations addressing documentation of accountants' engagements to perform services.

Although the Terms of Engagement may appear formal, it is intended to support the professional and personal relationship we have with your organization. You can be assured that the Firm and I will always keep your best interests in mind. If you have concerns or questions regarding this document you would like to discuss, please contact me in our office at (850) 244-5121. Otherwise, please sign and return the original to me and retain a copy for your files.

I sincerely appreciate the opportunity to progress our professional relationship and look forward to many years of serving The Gulf Consortium.

Best regards,



Angela D. Balent, CPA

TERMS OF ENGAGEMENT SEPTEMBER 30, 2015

1. **ENGAGEMENT:** Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the Gulf Consortium (the "Client") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. **SERVICES PROVIDED:** We will audit the financial statements of the business-type activities which collectively comprise the basic financial statements of the Gulf Consortium as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Gulf Consortium's 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. As part of our engagement, we will apply certain limited procedures to Gulf Consortium's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

3. **AUDIT OBJECTIVES:** The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Gulf Consortium and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Gulf Consortium's financial statements. Our report will be addressed to the members of the Gulf Consortium. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The

paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Gulf Consortium is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

4. MANAGEMENT RESPONSIBILITIES: Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Gulf Consortium and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

5. AUDIT PROCEDURES – GENERAL: An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of law or

governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

6. AUDIT PROCEDURES – INTERNAL CONTROL: Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

7. AUDIT PROCEDURES – COMPLIANCE: As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Gulf Consortium's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

8. ENGAGEMENT ADMINISTRATION AND OTHER: We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the governing body of the Gulf Consortium; however, management is responsible for distribution of the reports and the financial statements.

Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December 2015 and to issue our reports no later than March 31, 2016. Angela D. Balent, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter. There were no letters of comment.

9. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the Client agrees that we will have no responsibility to do so.

10. FEES: Our fees for these services will be \$3,000. Other requested services will generally be billed at agreed upon rates as provided in our response to the Request for Proposal.

11. BILLING: Invoices are due upon receipt. In the event that payment is not received within 45 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

12. LEGAL FEES: In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

13. LIABILITY: Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

14. INDEMNITY: The Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all

claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

15. DISPUTE RESOLUTION: By signing this agreement, you agree that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of you shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Warren Averett, LLC as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of Florida or Northern District of Florida (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. If you recover less than that which may be offered by Warren Averett, LLC or its representatives prior to, or during the course of, any such arbitration, litigation, mediation or other settlement negotiation, then you agree to reimburse Warren Averett, LLC for any legal fees or costs incurred in the defense by Warren Averett, LLC relating to the resolution of the Dispute, discontinuance, and/or abandonment of the Dispute presented by you within 90 days subsequent to the issuance of any arbitration award or final judgment, the effective date of any mediation/settlement agreement, or the date of abandonment of the Dispute by you as perceived by Warren Averett, LLC. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U.S. mail services and other interstate courier services.

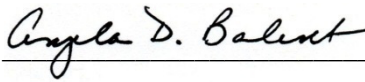
16. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

17. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

18. TERM: This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

19. AMENDMENT: The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

WARREN AVERETT, LLC

 _____, CPA

September 30, 2015
Date

CLIENT SIGNATURE: If the foregoing is in accordance with the Client's understanding, please sign the copy of this letter in the space provided and return it to us.

GULF CONSORTIUM

By: _____

Date: _____

SECRETARY/TREASURER:

By: _____

Date: _____

Approved as to Form:
Gulf Consortium Attorney

By: _____
Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel to
the Gulf Consortium



HENDERSON HUTCHERSON
& MCCULLOUGH, PLLC

Certified Public Accountants

System Review Report

December 6, 2013

To The Partners
Warren Averett, LLC
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Warren Averett, LLC (the firm) applicable to non-SEC issuers in effect for the year ended July 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audit performed under FDICIA, and examinations of service organizations (Service Organizations Control I engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Warren Averett, LLC applicable to non-SEC issuers in effect for the year ended July 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Warren Averett, LLC has received a peer review rating of *pass*.

Henderson Hutcherson
& McCullough, PLLC

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 9
Discussion of Options for Recording Gulf Consortium
November 18, 2015 Board Meeting**

Executive Summary:

This agenda item seeks direction from the Executive Committee on providing conference call access to, and recording meetings of the Gulf Consortium.

Background:

The Gulf Consortium staff has updated the cost information for conference call capability and the recording of future Board meetings. At the Gulf Consortium Board meeting of January 21, 2015, staff provided information on the costs for physical and conference call meetings as well as recording physical meetings of the Consortium. After the Board was provided with the cost and technical information, no action was taken. Recently, the questions on cost estimates for these services have been raised.

Analysis:

In researching the costs of these services, staff investigated options that would ensure that the Gulf Consortium could meet the Open Meetings and Public Records legal requirements. The following information provides actual cost information on recent meetings as well as cost estimate information on additional services:

June 19, 2015 - Gulf Consortium Board Meeting

AV Costs Incurred (Actual):	\$2,200.00
AV Costs Estimated with Teleconference & Recorded (<i>estimate based on amount provided for by Sawgrass Marriott</i>)	\$4,448.93
Increased Cost Differential of:	\$2,248.93

August 26, 2015 - Gulf Consortium Board Meeting/Workshop

AV Costs Incurred Actual:	\$2,579.56	
AV Costs Estimated with Teleconference & Recording <i>(estimate based on amount provided by Hilton St. Petersburg)</i>	\$3760.41	
Increased Cost Differential of:		\$1,180.85

November 18, 2015 - Gulf Consortium Board Meeting

AV Costs Estimated:	\$1,286.21	
AV Costs Estimated with Teleconference & Recording <i>(estimate based on amount provided by Omni)</i>	\$1,793.71	
Increased Cost Differential of:		\$ 507.50

Conference Calls

When the Executive Committee meets via conference calls, the Consortium uses, through FAC, the State of Florida's Suncom Teleconferencing system. The typical expense for these **calls has been \$50**. Costs vary, depending on the number of open lines.

County Location: Conference Call/Recording Meeting Costs

Should a county offer to host Consortium meetings and provide recording and conference call capabilities at no charge to the Consortium, meetings would have to be held at the county location, not coordinated with existing FAC meetings. Some counties along the Gulf Coast may have all the room, AV, and recording capability required.

Costs, if equipment/services are donated: Minimal

Web Streaming:

FAC has worked with a video company in the past that could video, record and live stream meetings. First year costs (up to 6 meetings) would be \$6,000 plus travel expenses

Estimate: \$6,000 plus expenses

If the Gulf Consortium would now like to have conference call and recording capability available for each meeting, the 2015/2016 budget provides some funds to accomplish that direction. The adopted 2015/2016 budget includes an expenditure item of \$16,050.00 to help provide funding for these AV services until planning grant monies are available. The submitted planning grant application include additional revenues to also use on AV services for meetings.

Options:

- (1) Provide direction to staff to secure conference call and recording AV services for all future Gulf Consortium, Executive Committee, and Committee meetings;
- (2) Provide direction to staff to secure conference call and recording AV services for the Board meeting scheduled for November 18, 2015; or
- (3) Provide other direction to staff.

Fiscal Impact:

Varies, depending on choice made and location of meeting.

Attachment:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 5, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 10
Board Meeting Presentations: Scientists/Economists**

Executive Summary:

This agenda item seeks direction from the Executive Committee on having standing presentations from scientists and economists at every Gulf Consortium Board meeting.

Background:

Several directors have commented on the wisdom of having relevant scientists and economists provide presentations at each Gulf Consortium meeting.

Analysis:

The Executive Committee should discuss this idea and provide direction to staff.

Attachments:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 5, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 11
Report from Committee of the 15 Counties**

Executive Summary:

The Chair of the Committee of the 15 Counties will report on the Committee's recent meeting.

Background:

The Interlocal Agreement creating the Gulf Consortium provides the Board with the power to establish committees. See, § 4.01(A)(18), *ILA*. In May 2013, the Committee of 15 was established, consisting of the Director (or Alternate) of each of the following counties: Charlotte, Citrus, Collier, Dixie, Hernando, Hillsborough, Jefferson, Lee, Levy, Manatee, Monroe, Pasco, Pinellas, Sarasota and Taylor. The Chair of the Committee of 15 is Susan Latvala (Pinellas), the Vice-Chairs of the Committee of 15 are Commissioner George Neugent (Monroe) and Commissioner Betsy Barfield (Jefferson).

The Committee of 15 Counties met in Manatee County on November 9, 2015 to discuss the Committee's goals and objectives under the State Expenditure Plan. Chair Latvala will provide additional verbal comments at the Executive Committee meeting.

Options:

This agenda item is informational only. No action required.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 6, 2015

**Gulf Consortium Executive Committee
November 12, 2015**

**Agenda Item 12
Action Items Resulting from the August 26, 2015 Goal Setting Workshop**

Executive Summary:

This agenda item provides the framework for two possible action items resulting from the August 26, 2015 Consortium Goal Setting Workshop:

- Adoption of State Expenditure Plan Goals and Objectives; and
- Adoption of no predetermined funding allocations for environmental versus economic projects.

Background

The Gulf Consortium convened its Goal Setting Workshop on August 26, 2015 at 10:00 a.m., in St. Petersburg, immediately following its regular business meeting. The three primary goals of the workshop included the following:

1. Discuss and adopt a set of Florida-specific goals and objectives for the Florida State Expenditure Plan.
2. Discuss and debate preferences and various alternatives for a predetermined geographic allocation of Florida State Expenditure Plan funding.
3. Discuss and debate preferences and various alternatives for a predetermined project type allocation of Florida State Expenditure Plan funding for environmental vs. economic projects.

Consensus was reached on two of the three workshop goals including: Florida-specific goals and objectives for the State Expenditure Plan; and no predetermined funding allocations for environmental versus economic projects. These two determinations are summarized below.

Florida-Specific Goals & Objectives

There was broad-based support from the Gulf Consortium for adopting the Council's goals and objectives verbatim. The Consortium agreed that all of the Council's goals and objectives were applicable to Florida and appropriate for the Florida State Expenditure. There was discussion of deleting or modifying some of the Council's goals and objectives; however, the Consortium agreed only to the addition of an eighth objective addressing economic revitalization, filling an apparent gap not addressed by the Council. Through a straw vote there was a strong consensus for adopting the following goals and objectives for the Florida State Expenditure Plan:

Goals:

1. Restore and Conserve Habitat
2. Restore Water Quality
3. Replenish and Protect Living Coastal and Marine Resources
4. Restore and Revitalize the Gulf Economy
5. Enhance Community Resilience

Objectives:

1. Restore, Enhance, and Protect Habitat
2. Restore, Improve, and Protect Water Resources
3. Protect and Restore Living Coastal and Marine Resources
4. Restore and Enhance Natural Processes and Shorelines
5. Promote Community Resilience, Including Economic Resilience
6. Promote Natural Resource Stewardship and Environmental Education
7. Improve Science-Based Decision-Making Processes
8. Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

Environmental vs. Economic Project Type Allocation

There was broad-based support among Directors for not specifying a predetermined funding allocation for environmental versus economic projects, and for selecting projects on their merits alone. Furthermore, there was a consensus expressed that the Florida economy is intimately linked to environmental quality, and that most environmental projects will also generate either direct (job growth) or indirect (increased tourism) economic benefits. Finally, several Directors stated that economic revitalization and development projects that have no quantifiable environmental benefits should not necessarily be excluded from the Florida State Expenditure Plan because the RESTORE Act allows for such projects, and because stronger economies also contribute to improved environmental protection and management.

Geographic Allocation

At the workshop there was a consensus of support for a proposed 50/50 approach which allocates half of the Pot 3 funds to the D-8 counties, and half to the ND-15 counties. However, the Consortium Executive Committee subsequently discussed these conclusions during their October 15, 2015 Executive Committee meeting, and based on confusion and disagreements expressed regarding the straw vote on the 50/50 allocation, and whether or not it included county-specific funding splits using the Pot 1 formula, the Executive Committee decided to continue the discussion on potential geographic allocations.

Options:

The Board can choose to: 1) adopt motions to approve the two consensus decisions reached at the workshop; 2) debate these two decisions and develop and adopt modified motions accordingly; or 3) take no action at this time.

Fiscal Impact:

None.

Recommendation:

Develop and adopt motions to approve consensus actions items addressing:

- Adoption of State Expenditure Plan Goals and Objectives (Council's adopted goals and objectives, as amended with the addition of the eighth objective; and
- Adoption of no predetermined funding allocations for environmental versus economic projects.

Attachments:

Draft Goal Setting Workshop Summary Report

Prepared by:

Doug Robison

ESA Consultant Team - Project Manager

On: November 6, 2015