



**Executive Committee Agenda
March 19, 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 and Roll Call
2. Public Comment
3. Approval of Minutes from January 16, 2015 Executive Committee Meeting
4. Overview of March 25, 2015 Board of Directors Meeting
 - Non-Action Items on Board Agenda:
 - 4.1 Update on other Deepwater Horizon Restoration Partners
 - 4.2 Update on Progress Under ESA Contract
 - 4.3 Update on Interlocal Agreement with Leon County Clerk of Court for Fiscal Agent Services
 - 4.4 Update on Grant Administration Services
 - Action Items on Board Agenda:
 - 4.5 Discussion of FY 2013-2014 Independent Financial Audit
 - 4.6 Recommend approval of Decision Pathways for Gulf Consortium in Development of the State Expenditure Plan
 - 4.7 Recommend approval of Procurement of General Counsel Services
 - (a) Recommend Adoption of Purchasing Policy for Legal Services Resolution 2015-01
 - (b) Recommend Approval of the RFP for Legal Services
 - 4.8 Spill Impact Component Planning Grant Application Process
 - (a) Recommend Ratification of Planning State Expenditure Plan
 - (b) Update on Planning Grant Application
 - 4.9 Recommend approval for Task 2 (Goal Setting Workshop) of the ESA Contract for Development of State Expenditure Plan
5. New Business
6. Public Comment
7. Upcoming Board Meeting
 - March 25, 2015, 10:00 a.m. Eastern
 - Florida Department of Environmental Protection
 - Carr Building, Room 170
 - 3800 Commonwealth Blvd
 - Tallahassee, Florida 32399
8. 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: March 19, 2015 at 4 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 FY 2013/2014 independent audit, the Planning State Expenditure Plan, the Planning Grant Application, Interlocal Agreements with Leon County for fiscal and grants management, an RFP for legal services, 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
March 19, 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	Commissioner Warren Yeager	
Monroe	Commissioner George Neugent	
Pinellas	Susan Latvala	
Walton	Commissioner Sara Comander	

County	Director and Alternate
Bay	Comm Mike Thomas, Director; Comm George Gainer, Alternate
Charlotte	Comm Christopher Constance, Director; Comm Tricia Duffy, Alternate
Citrus	Comm Scott Adams, Director; Ken Cheek, Water Resources Director
Collier	Comm Tom Henning, Director; Comm Donna Fiala, Alternate; Director Bill Lorenz, 2nd Alternate
Dixie	Tim Alexander, Director of Emergency Management; Administrator Mike Cassidy, Alternate
Escambia	Comm Grover Robinson, Director; Comm Doug Underhill, Alternate
Franklin	Comm Cheryl Sanders, Director; County Administrator Alan Pierce, Alternate
Gulf	Comm Warren Yeager, Director; County Administrator Donald Butler, Alternate
Hernando	Comm Wayne Dukes, Director; Administrator Len Sossamon, Alternate
Hillsborough	Comm Les Miller, Director; Comm Ken Hagan, Alternate
Jefferson	Comm Betsy Barfield, Director; County Coordinator Parrish Barwick, Alternate
Lee	Comm John Manning, Director; Comm Larry Kiker, Alternate; Dave Harner, 2nd Alternate
Levy	Comm John Meeks, Director; County Coordinator Fred Moody, Alternate
Manatee	Comm Carol Whitmore, Director; Charlie Hunsicker, Natural Resources Dept., Alternate
Monroe	Commissioner George Neugent, Director; Comm David Rice, Alternate
Okaloosa	Comm Kelly Windes, Director; Comm Carolyn Ketchel, Alternate
Pasco	Comm Jack Mariano, Director; Comm Mike Wells, Alternate
Pinellas	Susan Latvala, Director; Coastal Manager Andy Squires, Alternate
Santa Rosa	Comm Lane Lynchard, Director; Comm Rob Williamson, Alternate
Sarasota	Comm Charles Hines, Director; Laird Wreford, Natural Resources Manager, Alternate
Taylor	Comm Jim Moody, Director; Dustin Hinkel, County Administrator, Alternate

Wakulla	David Edwards, County Administrator, Director; Comm Ralph Thomas, Alternate
Walton	Comm Sara Comander, Director; Comm Cindy Meadows, Alternate
Governor's Appointees	Pam Anderson, Panama City; Peter Bos, Destin; Lino Maldonado, Niceville; Collier Merrill, Pensacola; Mike Sole, Tallahassee; Neal Wade, Panama City

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 3
Approval of January 16, 2015 Executive Committee Minutes**

Statement of Issue:

This agenda item proposes approval of the January 16, 2015 Executive Committee meeting minutes.

Options:

- (1) Approve the January 16, 2015 Executive Committee minutes, as presented; or
- (2) Amend and then approve the January 16, 2015 Executive Committee minutes.

Recommendation:

Motion to approve the January 16, 2015 Executive Committee meeting minutes, as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: March 11, 2015

Attachment:

Draft 1/16/15 Minutes

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Executive Committee Meeting
Via Conference Call
January 16, 2015 9:00 a.m. (Eastern)
Florida Association of Counties
Leon County (Tallahassee, FL)

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

Others in Attendance Telephonically: Lisa Tennyson (Monroe), Commissioner Christopher Constance (Charlotte) and Jim Muller (Bay County Restore Coordinator)

Agenda Item #1 – Call to Order

Commissioner Grover Robinson called the meeting to order at 9:04 am (ET).

Agenda Item #2 – Public Comment

There was no public comment

Agenda Item #3 – Approval of Minutes from November 12, 2014 Executive Committee Meeting

Ms. Ginger Delegal, Interim Manager, presented minutes from the November 12, 2014 Executive Committee meeting. A motion to approve the November 12, 2014 Executive Committee minutes was presented by Commissioner George Neugent (Monroe) and seconded by Susan Latvala (Pinellas).

ACTION: APPROVED

Agenda Item #4 – Restoration Council Activity

Ms. Ginger Delegal, Interim Manager briefed the Committee on recent activities of the Restoration Council which included an overview of the timelines for the planning grant application and the Planning State Expenditure Plan, indicating that the Planning SEP would have to be submitted and approved before the Planning Grant Application was submitted.

Agenda Item # 5 – Overview of January 21, 2015 Board of Directors Meeting

Ms. Sarah Bleakley, Interim General Counsel, briefed the Committee on the ESA contract for development of the state expenditure plan and for Task Order 1. Discussion between the Committee and Ms. Bleakley ensued. A motion was presented by Susan Latvala (Pinellas) and seconded by Commissioner Warren Yeager (Gulf) to recommend, to the Board, approval of the ESA Contract for the Planning State Expenditure Plan and Task Order 1.

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, presented the draft Planning State Expenditure Plan to the Committee for discussion and recommendation to Board of Directors for approval. After a brief discussion among the Committee members, a motion was made by Susan Latvala (Pinellas) to recommend, to the Board of Directors, approval of the draft Planning State Expenditure Plan, said motion was seconded by Commissioner Warren Yeager (Gulf).

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, briefed the Committee on recent published notices from the Restoration Council on the need of the Consortium to have a financial infrastructure in place to administer the planning grant. Ms. Delegal further briefed the Committee on efforts to secure such grants administration and fiscal agent services for the Consortium from Leon County and the Leon County Clerk of Court. Discussion was held between Ms. Delegal and the Committee on the ratification of this course of action by the Committee. There being no questions by the Committee, a motion was made by Commissioner Warren Yeager (Gulf) that the Committee recommend the Board ratify those actions by the Interim Manager, said motion was seconded by Commissioner Sara Comander (Walton).

ACTION: APPROVED

Ms. Sarah Bleakley, Interim General Counsel, gave the Committee a brief overview of the proposed contract from Warren Averett, Independent Auditor for the state mandated audit for the Consortium for FY 2013/2014 that would be going before the Board of Directors at its meeting of January 21, 2015. There being no questions by the Committee, motion was made to recommend approval of the contract to the Board of Directors by Commissioner George Neugent (Monroe) and seconded by Commissioner Warren Yeager (Gulf).

ACTION: APPROVED

Mr. Chris Holley, Interim Manager, briefed the Committee on the need for the Gulf Consortium to identify a location for the 2015 NACo Gulf States Counties and Parishes Caucus Annual Meeting. Mr. Holley suggested to the Committee that a nomination of three (3) Gulf Coast counties be presented to the Board of Directors at their meeting of January 21, 2015. Discussion ensued among the Committee members and a motion was presented by Commissioner Sara Comander (Walton) to nominate Walton County, Bay County and Monroe County as the three (3) ranked counties in which to hold the 2015 NACo Gulf States Counties and Parishes Caucus. The motion was seconded by Commissioner George Neugent (Monroe).

ACTION: APPROVED

Finally, Mr. Holley, Interim Manager, briefed the Committee on the 2015 election of Officers which would occur at the Board of Directors' meeting of January 21, 2015. Discussion among the Committee members ensued.

Agenda Item #6 – New Business

The Chairman, Grover Robinson (Escambia) requested Ms. Sarah Bleakley, Interim General Counsel, give a status update on the BP litigation.

Agenda Item #7 – Public Comment

Mr. Jim Muller (Bay County Restore Coordinator).

Agenda Item #8 – Upcoming Meeting

The next meeting of the Consortium Board of Directors will be held on January 21, 2015, 1:00 pm Eastern at Florida Department of Environmental Protection, Carr Building, Room 170, 3800 Commonwealth Boulevard, Tallahassee, Florida.

Agenda Item #9 – Adjournment

There being no further business, the Committee adjourned at 9:51 am (ET).

Respectfully submitted,

Grover Robinson
Chairman

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.1
Update on Deepwater Horizon Restoration Partners**

Executive Summary:

This agenda item provides information about the Deepwater Horizon Restoration Partners activities since January, 2015.

Restoration Council:

Since the time of the last Gulf Consortium meeting in January 2015, Consortium staff has had several teleconferences with Council staff to clarify the Planning SEP and the planning grant application process.

State Partners:

Consortium staff continues to meet regularly with the Governor's Office and with DEP. Both of those offices have provided comment on several key items relating to the preparation of the Planning SEP and the beginning of the process for the planning grant application. DEP and the Governor's Office has reviewed and commented on the Planning SEP. The comments have been addressed in the final version at Item 4.8(a) on this agenda.

Other Federal Partners:

Consortium staff met with Rep. Graham's district staff in Tallahassee in late February and provided a detailed RESTORE Act briefing.

Options:

This agenda item is informational only. No action by the Board is required.

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: March 11, 2015

Attachments:

None.

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.2
Update on Progress Under ESA Contract**

Executive Summary:

This agenda item provides information on the management of the ESA contract to develop the State Expenditure Plan.

Contract Update:

The Interim General Counsel has been working closely with Doug Robison with ESA on obtaining all the signed exhibits to the contract, including all signed conflict of interest forms from each subcontractor. Because of this process, one subcontractor, Lewis, Longman & Walker, is no longer a part of the ESA Team. The legal review of the draft State Expenditure Plan would not occur until much later in the SEP development process (Phase IV). A new subcontractor will be presented to the Consortium Board of Directors, for Board approval, at a later time.

Task Order 1: Planning SEP and Planning Grant Application

Work has been progressing Under Task 1. The Planning SEP has been developed, drafted, revised and presented to the Governor. It is awaiting the Governor's submission to the Restoration Council. The planning grant application has been prepared in a preliminary draft form and is on this agenda for discussion at 4.8(b).

Task Order 2: Goal Setting Workshop

Task Order 2 is on the agenda at item 4.9 for discussion and action.

Options:

This agenda item is informational only. No action by the Board is required.

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Attachments:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: March 11, 2015

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.3
Update on Interlocal Agreement with
Leon County Clerk of Court for Fiscal Agent Services**

Executive Summary:

This agenda item provides an update on the development of an Interlocal Agreement with the Leon County Clerk of Court to provide fiscal agent services for the receipt and disbursement of federal planning grant funds.

Background:

The Consortium is poised to submit a grant application for federal funds to develop the State Expenditure Plan. Federal grant law requires an experienced fiscal agent to oversee and disburse federal funds. The Consortium currently has an interlocal agreement with Leon County to provide procurement services, and the County has provided excellent services. Consortium staff has been negotiating with the Clerk to provide fiscal management services for the federal funds. The Clerk is willing to provide those services at a reasonable cost to the Consortium.

On several occasions, Consortium staff has met with the Leon County Clerk to discuss the federal requirements and the scope of services necessary to assist the Consortium. Most recently, the Consortium Interim General Counsel and members of the ESA consultant team met with staff from the Clerk's office on March 4th. An Interlocal Agreement with the Leon County Clerk is currently being drafted by the Clerk's counsel and the Consortium interim General Counsel. It is anticipated that the Interlocal Agreement will be included in the Board meeting packet for the June meeting.

Analysis:

Federal grant agreements require the recipient to have in place specific fiscal management processes and controls to assure the proper expenditure of federal funds. The Leon County Clerk is experienced in meeting those requirements for federal grants issued to Leon County. The Clerk is willing to provide those services to the Gulf Consortium at a reasonable cost.

Entering into an Interlocal Agreement with the Leon County Clerk is an efficient and effective mechanism to meet the federal requirements, especially with Leon County's familiarity with the Consortium and the RESTORE Act as a consequence of the Consortium's interlocal agreement for procurement.

Options:

This agenda item is informational only. No action by the Board is required.

Fiscal Impact:

It is anticipated that the Interlocal Agreement will provide for reimbursement from federal planning grant funds to the Leon County Clerk for its cost of providing the necessary fiscal agent. The Board agenda item for June will include an estimate of the costs for these services.

Recommendation:

No Board action is required.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: March 16, 2015

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of the ____ day of _____, 2015, 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 _____, 2015 which is the effective date of this Agreement.

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

"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 multiyear implementation plan mandated by the RESTORE Act for the use of moneys allocated from the Trust Fund which may include milestones, projected completion of each activity, and a mechanism to evaluate the success of each activity in helping to restore and protect the Gulf Coast region impacted by the Deepwater Horizon oil spill.

"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 or 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.

[Remainder of Page Intentionally Left Blank]

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 and/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 [only through amendment of this Agreement OR 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) [NAME/TITLE TO COME].

(2) [NAME/TITLE TO COME].

(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/or 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 and programs.

(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 [NAME/TITLE TO COME] to manage financial records/recording financial transactions/drawdowns and be responsible for monthly reporting to the Consortium.

ii. The Clerk hereby designates [NAME/TITLE TO COME] to enter financial transactions/drawdowns.

iii. The Clerk hereby designates [NAME/TITLE TO COME] to approve financial transactions/drawdowns.

iv. The Clerk hereby designates [NAME/TITLE TO COME] 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 Clerk shall utilize the Cost Allocation Plan adopted by the Board of County Commissioners of Leon County, Florida, with respect to indirect costs.

(5) The Clerk shall 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 [NAME/TITLE TO COME] to complete online monthly reporting.

(2) The Clerk hereby designates [NAME/TITLE TO COME] 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.

(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**. [NEED FURTHER DESCRIPTION OF THIS RESP.]

(1) **The Clerk shall maintain self-monitoring procedures and schedules.**

(2) **The Clerk shall cooperate with the grantor agency to schedule on-site monitoring.]**

(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 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/or 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.

(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) [TO COME]

(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, by its approval and execution of this Agreement, agrees to 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: [TO COME]

with a separate copy sent to:

Sarah M. Bleakley, 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 and entered into as of the ___ day of _____ 2015.

GULF CONSORTIUM

(SEAL)

By: _____
Chair

Date: _____, 2015

IN WITNESS WHEREOF, the Consortium and the Clerk have caused this Interlocal Agreement to be duly executed and entered into as of the ___ day of _____ 2015.

**LEON COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

(SEAL)

By: _____
Bob Inzer

Date: _____, 2015

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.4
Update on Interlocal Agreement with
Leon County for Grant Administration Services**

Executive Summary:

This agenda item provides information regarding staff progress in presenting to the Board in June an amendment to the Interlocal Agreement with Leon County for the County to provide grant administration services to the Consortium for the planning grant.

Background:

The Consortium is poised to submit a grant application for federal RESTORE Act funds to pay for the development of the State Expenditure Plan. As is typical for all federal grants, the Consortium will be required to provide periodic reports to the Council and perform other administrative tasks related to the grant. The Consortium currently has an interlocal agreement with Leon County to provide procurement services, and the County has provided excellent services in that regard. Consortium staff has been negotiating with Leon County to provide grant administrative services for the federal funds. The County has experience in grant administrative requirements and is willing to provide assistance to the Consortium at a reasonable cost to the Consortium.

Consortium staff has met with Leon County officials on several occasions regarding the federal requirements and the scope of services necessary to assist the Consortium. An amendment to the existing Interlocal Agreement with Leon County is currently being drafted. It is anticipated that it will be included in the Board meeting packet for the June meeting.

Analysis:

Periodic reports and other administrative obligations are required for all federal grants. The Florida Association of Counties, the interim Manager of the Consortium, does not have experience meeting these federal requirements. Securing the assistance of Leon County would provide a cost effective mechanism for these federal requirements. Thus, entering into an Interlocal Agreement with the Leon County which does have the experience is a good way to meet the federal requirement, especially with Leon County's familiarity with the Consortium and the RESTORE Act as a consequence of the Consortium's interlocal agreement for procurement.

Options:

This agenda item is informational only. No action by the Board is required.

Fiscal Impact:

It is anticipated that the Interlocal Agreement will provide for reimbursement from federal planning grant funds to Leon County for its cost of providing the services. The Board agenda item for June will include an estimate of the costs for these services.

Recommendation:

No Board action is required.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: March 16, 2015

**Gulf Consortium Board of Directors
March 19, 2015**

**Agenda Item 4.5
Approval of FY 2013-2014 Independent Financial Audit**

Statement of Issue:

Discuss and receive the FY 2013/2014 Independent Financial Audit.

Background:

Florida law, under section 218.39, Florida Statutes, requires that an annual independent financial audit be conducted on the Gulf Consortium. The Consortium conducted a competitive selection process that led to the engagement of Warren Averett to conduct the Consortium's FY 2013/2014 independent audit.

The audit is complete and the report finalized. The report has been filed with both the State of Florida's Chief Financial Officer and the Florida Auditor General as further required by Florida law.

The auditor's opinion is that:

The financial statements..., in all material respects, the respective financial position of the business-type activities of the Gulf Consortium, as of September 30, 2014, and the respective changes in financial position, and,....cash flows thereof are in conformity with accounting principles generally accepted in the United States of America.

There were no negative management notes or comments in the report. The entire report is attached for review and discussion.

Members of the Warren Averett firm are available for questions, during the meeting.

Fiscal Impact:

Under the Consortium's contract for services with Warren Averett for the FY 2013/2014 independent financial audit, the Consortium will pay Warren Averett \$3,000.00 within 45 days of receipt of the invoice.

Recommendation:

Discuss and receive the final report.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: March 11, 2015

Attachment:

FY 2013/2014 Independent Financial Audit

March 3, 2015

To the Members of the Gulf Consortium

We have audited the financial statements of the business-type activities of the Gulf Consortium (the Consortium) for the year ended September 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 1, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Consortium are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2014. We noted no transactions entered into by the Consortium during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Consortium's financial statements was:

Management's estimate of the in-kind contribution is based on estimated administrative expenses, including time spent on the Consortium by employees of the Florida Association of Counties, Inc. Also included in the calculation was estimated rent expense as well as expenses incurred for meetings of the Consortium. We evaluated the key factors and assumptions used to develop the in-kind contribution in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was (were):

The disclosure of Consortium's contingent funding disclosed in Note 3 to the financial statements is particularly sensitive due to the potential amount of funding the Consortium could receive depending on the outcome of ongoing litigation between the federal government and parties responsible for the Deepwater Horizon Oil Spill.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We are pleased to report there were no such misstatements noted during our audit procedures.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 3, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Consortium's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Consortium's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the Members of the Gulf Consortium and management of the Consortium and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,


Warren Averett, LLC
CPAs and Consultants

GULF CONSORTIUM

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

**GULF CONSORTIUM
TABLE OF CONTENTS
SEPTEMBER 30, 2014**

INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	3
BASIC FINANCIAL STATEMENTS	
<u><i>Proprietary Fund – Business-Type Activities</i></u>	
Statement of Net Position	6
Statement of Revenues, Expenses and Changes in Net Position	7
Statement of Cash Flows	8
Notes to the Financial Statements	9
COMPLIANCE SECTION	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	12
Management Letter	14

INDEPENDENT AUDITORS' REPORT

To the Members of the Gulf Consortium

Report on the Financial Statements

We have audited the accompanying financial statements of the business- type activities of the Gulf Consortium (the Consortium), as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Consortium's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Gulf Consortium, as of September 30, 2014, and the respective changes in financial position, and, where applicable, cash flows thereof in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3-5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2015, on our consideration of the Gulf Consortium's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Gulf Consortium's internal control over financial reporting and compliance.

Emphasis of Matter Regarding Receipt of Federal Funds

As described in Notes 1 and 3 to the financial statements, the Consortium's activities pursuant to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), are dependent on: 1.) the final settlement of ongoing litigation between the federal government and parties responsible for the Deepwater Horizon Oil Spill of April 20, 2010; and 2.) completion of federal rules governing the expenditure of RESTORE Act funds.

Warren Averett, LLC

Fort Walton Beach, Florida
March 3, 2015

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Gulf Consortium (the Consortium), our discussion and analysis of the Consortium's financial performance provides an overview of the Consortium's financial activities for the fiscal year ended September 30, 2014. It should be read in conjunction with the Consortium's financial statements which follow this section.

FINANCIAL HIGHLIGHTS

- The Consortium's net position was \$8,294 as a result of this year's operations. Revenues consisted of member dues, which were assessed to each county and in-kind contributions of \$93,555 provided by the Florida Association of Counties (FAC), to cover administrative expenses for fiscal 2014.

OVERVIEW OF THE FINANCIAL STATEMENTS

In response to the Deepwater Horizon oil spill, the 112th Congress passed The Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). This Act was subsequently signed into law on July 6, 2012 (Public Law 112-141, Subtitle F, 112th Congress). The RESTORE Act requires the Consortium to produce a State Expenditure Plan that provides for economic and environmental recovery of the Gulf coast in Florida. The Consortium is a public entity formed by interlocal agreement pursuant to Chapter 163, Florida Statutes by the 23 counties along Florida's Gulf Coast. The Consortium operates as a special-purpose single-function government. The RESTORE Act provides for a portion of the Clean Water Act civil fines and penalties from the Deepwater Horizon Oil Spill to be used to prepare the State Expenditure Plan and to implement projects in support of the economic and environmental recovery. To date, none of the federal funds have been distributed to the Consortium, in part because the federal rules governing the expenditure of the Spill Impact Component related to the Gulf Consortium under the RESTORE Act have only recently been finalized. To date, the operation of the Consortium has been funded through contributions from its 23 member counties and contributions from the Florida Association of Counties.

As a result of the nature of the funding the Gulf Consortium will receive, this function is considered a business-type activity and is accounted for in an enterprise fund in accordance with generally accepted accounting principles for governments as established by the Governmental Accounting Standards Board (GASB). As such, the required components of the Consortium's financial statements are as follows:

- Management's Discussion and Analysis
- Statement of Net Position
- Statement of Revenues, Expenses, and Changes in Fund Net Position
- Statement of Cash Flows
- Notes to the Financial Statements

Required Supplementary Information, other than Management's Discussion and Analysis, is not applicable to the Consortium's form of government and related activities.

The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Fund Net Position report information about the Consortium using the accrual basis of accounting, similar to most private-sector companies, as required for enterprise funds. The Statement of Net Position presents information on the Consortium's (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources, with the difference between the two reported as net position. In the Statement of Revenues, Expenses and Changes in Net Position, the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. The Statement of Cash Flows provides information as to the sources and uses of the Consortium's funds.

FINANCIAL ANALYSIS

Table 1 focuses on net position. The Consortium's net position was \$8,294 as of September 30, 2014. Unrestricted net position is intended to cover Consortium operating expenses. Although the Consortium's budget is designed so that its revenues equal its expenses, grant writer expenses were budgeted for fiscal year 2014 but those services were delayed until fiscal year 2015. The Consortium had limited activity during fiscal 2014.

Table 2 focuses on the change in net position. Net position at the end of the year was \$8,294. Operating revenues normally consist of membership dues. Operating expenses normally consist of management and legal and other professional fees incurred by the Consortium.

**Table 1
GULF CONSORTIUM
STATEMENTS OF NET POSITION
AS OF SEPTEMBER 30, 2014 AND 2013**

	Business-Type Activities	
	2014	2013
Current and other assets	\$ 21,468	\$ 34,715
Total assets	21,468	34,715
Accounts payable	13,174	34,715
Total liabilities	13,174	34,715
Net position		
Unrestricted	8,294	-
Total net position	\$ 8,294	\$ -

Table 2
GULF CONSORTIUM
STATEMENTS OF CHANGES IN NET POSITION
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	Business-Type Activities	
	2014	2013
REVENUES		
Operating revenues	\$ 233,633	\$ 221,028
EXPENSES		
Operating expenses	225,339	221,028
CHANGE IN NET POSITION	8,294	-
NET POSITION AT BEGINNING OF YEAR	-	-
NET POSITION AT END OF YEAR	\$ 8,294	\$ -

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The development of Florida's State Expenditure Plan that will identify projects to be funded out of the Spill Impact Component of the RESTORE Act are dependent upon the disbursement of federal funds, pursuant to the RESTORE Act. The timing of the disbursement of such funds is still unknown.

REQUESTS FOR INFORMATION

This financial report is designed to provide a narrative overview and analysis of the financial activities of the Consortium for the fiscal year that ended September 30, 2014. Management's Discussion and Analysis is designed to: (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the Consortium's financial activities, (c) identify changes in the Consortium's financial position, and (d) identify individual fund issues or concerns of the Gulf Consortium's financial activity. Questions concerning any of the information provided in the report or requests for additional information should be addressed to the Executive Director, Florida Association of Counties, 100 South Monroe Street, Tallahassee, Florida 32301.

**GULF CONSORTIUM
STATEMENT OF NET POSITION
SEPTEMBER 30, 2014**

ASSETS

Current assets

Cash

\$ 21,468

TOTAL ASSETS

21,468

LIABILITIES

Current liabilities

Accounts payable

13,174

TOTAL LIABILITIES

13,174

NET POSITION

Unrestricted

8,294

TOTAL NET POSITION

\$ 8,294

See notes to the financial statements.

GULF CONSORTIUM
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2014

OPERATING REVENUES

Membership dues	\$ 140,050
In-kind contribution - Florida Association of Counties	93,555
Other	<u>28</u>
Total operating revenues	<u>233,633</u>

OPERATING EXPENSES

Management	60,000
Legal and other professional fees	63,000
Travel and other	8,784
In-kind administrative expenses - Florida Association of Counties	<u>93,555</u>
Total operating expenses	<u>225,339</u>

CHANGE IN NET POSITION

8,294

NET POSITION AT BEGINNING OF YEAR

-

NET POSITION AT END OF YEAR

\$ 8,294

See notes to the financial statements.

**GULF CONSORTIUM
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2014**

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from members	\$ 142,684
Payments to vendors for services	(153,325)
Receipts from other sources	<u>28</u>
Net cash used in operating activities	<u>(10,613)</u>

NET DECREASE IN CASH

(10,613)

CASH AT BEGINNING OF YEAR

32,081

CASH AT END OF YEAR

\$ 21,468

**RECONCILIATION OF OPERATING INCOME TO NET CASH
USED IN OPERATING ACTIVITIES**

Operating income	\$ 8,294
Adjustments to reconcile operating income to net cash provided by operating activities:	
Decrease (increase) in assets:	
Accounts receivable	2,634
Increase (decrease) in liabilities:	
Accounts payable	<u>(21,541)</u>
Net cash provided by operating activities	<u><u>\$ (10,613)</u></u>

See notes to the financial statements.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2014**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF DISTRICT

Description of District

The Gulf Consortium (Consortium), was created in response to the United States Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The RESTORE Act was established as a mechanism for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged by the Deepwater Horizon Oil Spill which occurred on April 20, 2010. The RESTORE Act established the Gulf Coast Ecosystem Restoration Council (the Council), an independent entity, which is composed of certain federal officials and the Governors of Alabama, Florida, Mississippi, Louisiana and Texas. 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. The projects and programs are to be funded from a portion of the Gulf Coast Restoration Trust Fund. For Florida, the RESTORE Act, under 33 U.S.C. Chapter 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 the criteria specified in the RESTORE Act. Therefore, pursuant to Section 163.01, *Florida Statutes*, by Interlocal Agreement among 23 Florida Gulf Coast affected counties, the Gulf Consortium was created on November 19, 2012 to: 1) develop Florida's State Expenditure Plan, 2) prepare and process proposals for funding under the competitive program to be processed and administered by the Council, and 3) act as a resource and advocate for Consortium members.

The Reporting Entity

The Consortium operates independently and is not subject to the oversight of any individual governmental unit and therefore is not a component unit of another primary government. Membership of the Consortium is limited to the counties that were impacted by the Deepwater Horizon Oil Spill. As of September 30, 2014, the Consortium's membership consisted of the 23 Florida counties with frontage to the Gulf of Mexico. Each member appoints one Director of the Consortium to act as a representative on its behalf.

Measurement Focus and Basis of Accounting

The Consortium is accounted for as an enterprise fund. Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of the excess of revenues over expenses is necessary or useful to sound financial accountability. The accounting records of the Consortium are organized on the basis of funds as prescribed by generally accepted accounting principles (GAAP) for governments as established by the Governmental Accounting Standards Board (GASB).

The accrual basis of accounting is used by the Consortium. Revenues are recognized when they are earned and expenses when they are incurred, regardless of the timing of related cash flows.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Consortium's enterprise fund are member dues. Operating expenses for the enterprise fund consist of legal and management contract expenses.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2014**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF DISTRICT – CONTINUED

Measurement Focus and Basis of Accounting - Continued

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

Assets, Liabilities, and Net Position or Equity

Cash and Cash Equivalents

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

In-Kind Contributions

In-kind contributions consist of administrative services. They are recorded at fair value as revenue with a corresponding entry to expense. Only those services which create or enhance non-financial assets or require specialized skills are recognized on the Statement of Revenues, Expenses and Changes in Fund Net Position. The fair value of contributed services is determined by estimating the cost of purchasing similar services elsewhere.

Subsequent Events

Subsequent events were evaluated through March 3, 2015, which is the date the financial statements were available to be issued.

2. CASH

At September 30, 2014, cash consists of \$21,468 with a local commercial bank. The carrying amount is equal to the bank balance.

Custodial Credit Risk

Custodial Credit Risk is the risk that, in the event of a failure of the counterparty, the government's deposits may not be returned to it or the organization may not be able to recover the value of its investments that are in the possession of an outside party. Funds deposited in the local commercial bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank or by collateral pursuant to the Public Depository Security Act of the State of Florida and are therefore considered fully insured or collateralized.

3. CONTINGENCY

As described at Note 1, the Consortium is required under the provisions of the RESTORE Act to develop a comprehensive Economic and Environmental Restoration Plan that identifies projects and programs to restore and protect the natural resources and ecosystems of the Gulf Coast region. The Consortium's funding for these activities is dependent on the settlement of on-going litigation between the federal government and parties responsible for the Deepwater Horizon Oil Spill, related to the application and extent of associated fines and penalties.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2014**

4. IN-KIND CONTRIBUTIONS

The Florida Association of Counties, Inc. provides certain administrative services to the Gulf Consortium which include advocacy and accounting services. For the year ended September 30, 2014, the estimated fair market value of these donated services totaled \$93,555.

5. RELATED PARTIES

State of Florida

On June 12, 2013, the Consortium entered into a Memorandum of Understanding (MOU) with the Governor of the State of Florida to work together for the benefit of the Gulf of Mexico and the State of Florida with a focus on maximizing Florida's attainment of funds under the RESTORE Act to restore the Gulf Coast resources and energize the economy recovery in the region. The MOD establishes the process of coordinating with the Governor's office on projects in the State Expenditure Plan for Florida, which will be certified, if appropriate, by the Governor to the Gulf Coast Ecosystem Restoration Council for approval (see Note 1 for information on the Council). As part of the MOD, the Governor shall appoint six individuals to provide input and guidance to the Consortium on policies and criteria used to determine projects, activities, and programs for consideration in the State Expenditure Plan (the Plan). Additionally, the Consortium will consult with the State on the development of the Plan and provide the Plan to the Governor for review prior to submission to the Council.

Florida Association of Counties, Inc.

The Consortium entered into an agreement on October 19, 2012, with the Florida Association of Counties, Inc. (FAC) for the FAC to serve as the Consortium's interim manager. Services to be provided include administration of Consortium operations as well as other administrative duties, including the annual budget preparation. The term of the initial agreement was extended effective October 2013. According to the amendment, the contract term shall be extended and continue until sixty (60) days after the effective date of the Consortium's hiring, engaging, or retaining a permanent manager, unless an earlier expiration date is mutually agreed to in writing. FAC is to be compensated \$5,000 per month for these services. Management expenses for the year ended September 30, 2014, totaled \$60,000.

6. SUBSEQUENT EVENTS

In January 2015, final federal Restoration Council rules governing the expenditure of the RESTORE Act's Spill Impact Component planning grant funds for the development of the State Expenditure Plan became effective.

In January 2015, the Board of Directors approved a consulting contract for the development of the State Expenditure Plan. The contract period is from February 1, 2015 to January 31, 2017. The first task order of \$50,980 was also approved; however, payment is contingent on the receipt of federal funds.

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

To the Members of the Gulf Consortium

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Gulf Consortium, as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Gulf Consortium's basic financial statements and have issued our report thereon dated March 3, 2015.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Gulf Consortium's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Gulf Consortium's internal control. Accordingly, we do not express an opinion on the effectiveness of the Gulf Consortium's internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Warren Averett, LLC

Fort Walton Beach, Florida
March 3, 2015

MANAGEMENT LETTER

To the Members of the Gulf Consortium

Report on the Financial Statements

We have audited the financial statements of the Gulf Consortium (the Consortium), as of and for the fiscal year ended September 30, 2014, and have issued our report thereon dated March 3, 2015.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Report

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements in Accordance with *Government Auditing Standards*. Disclosures in this report, which is dated March 3, 2015, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title and legal authority for the Consortium has been disclosed in Note 1 to the financial statements. The Consortium has no component units.

Financial Condition

Section 10.554(1)(i)5.a., *Rules of the Auditor General*, requires that we report the results of our determination as to whether or not the Consortium has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Consortium did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

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

Annual Financial Report

Section 10.554(1)(i)5.b., *Rules of the Auditor General*, requires that we report the results of our determination as to whether the annual financial report for the Consortium, for the fiscal year ended September 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

Special District Component Units

Section 10.554(1)(i)5.d, *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. The Consortium has no special districts that are component units.

Other Matters

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

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

Purpose of this Letter

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

We sincerely hope these comments and recommendations will be of assistance in the administration and operation of the Consortium. Please feel free to contact us regarding the preceding or any other aspect of the audit of your financial statements.

We greatly appreciate the assistance and cooperation extended to us during our audit.

Warren Averett, LLC

March 3, 2015

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.6
Approval of Decision Pathways for Gulf Consortium in
Development of the State Expenditure Plan**

Executive Summary:

Throughout the development of the Florida State Expenditure Plan (SEP) there will be several key decision points for Board review and approval of interim work products produced by the ESA consultant team. This agenda item identifies those key decision points.

Background:

At the January 21 Board of Directors meeting in Tallahassee, Doug Robison, project manager for the ESA consultant team, presented a project flow chart showing the sequential phases and tasks involved in the SEP development. Board member Mike Sole asked a question regarding key decision points at which the Gulf Consortium Board of Directors could review and approve interim work products. This agenda item provides clarification and additional information to address that inquiry.

Analysis:

Throughout the SEP development process, the consultant team will actively engage the Consortium Board for input and guidance, as well as for the review and approval of interim work products. Anticipated key decision points for the Board include the following, broken down by project phase.

Phase I

- Define Florida-specific goals, objectives, guiding principles and success measures for the SEP;
- Provide guidance on the composition of the Technical Advisory Committee and Economic Advisory Committee;
- Provide guidance on the appropriate balance of project types;
- Provide guidance on the appropriate geographic balance of projects; and
- Provide guidance on priority criteria for screening the initial project list;

Phase II

- Review and approve advisory committee membership;
- Review and approve the gaps analysis of initial project list; and
- Review and approve the new project nomination process.

Phases III & IV

- Review and approve the project evaluation criteria;
- Review and approve the draft and final priority project rankings; and
- Review and approve the draft and revised final SEP documents.

It is anticipated that the Technical Advisory Committee and the Economic Advisory Committee will have key roles in the review of interim work products produced by the consultant team, and that these committees will provide recommendations to the Board for action at the key decision points in the planning process. The SEP project flow chart has been revised to indicate key decision points for input and action by the Board of Directors. If approved, key decision points will be integrated into the project schedule so that interim work products and briefings are coordinated with Board of Directors meetings.

Options:

Further discussion and revisions to the recommended key decision points and project flow diagram.

Fiscal Impact:

None

Recommendation:

Recommend that the Board of Directors approve the recommended key decision points and revised SEP project flow diagram.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: March 11, 2015

Attachments

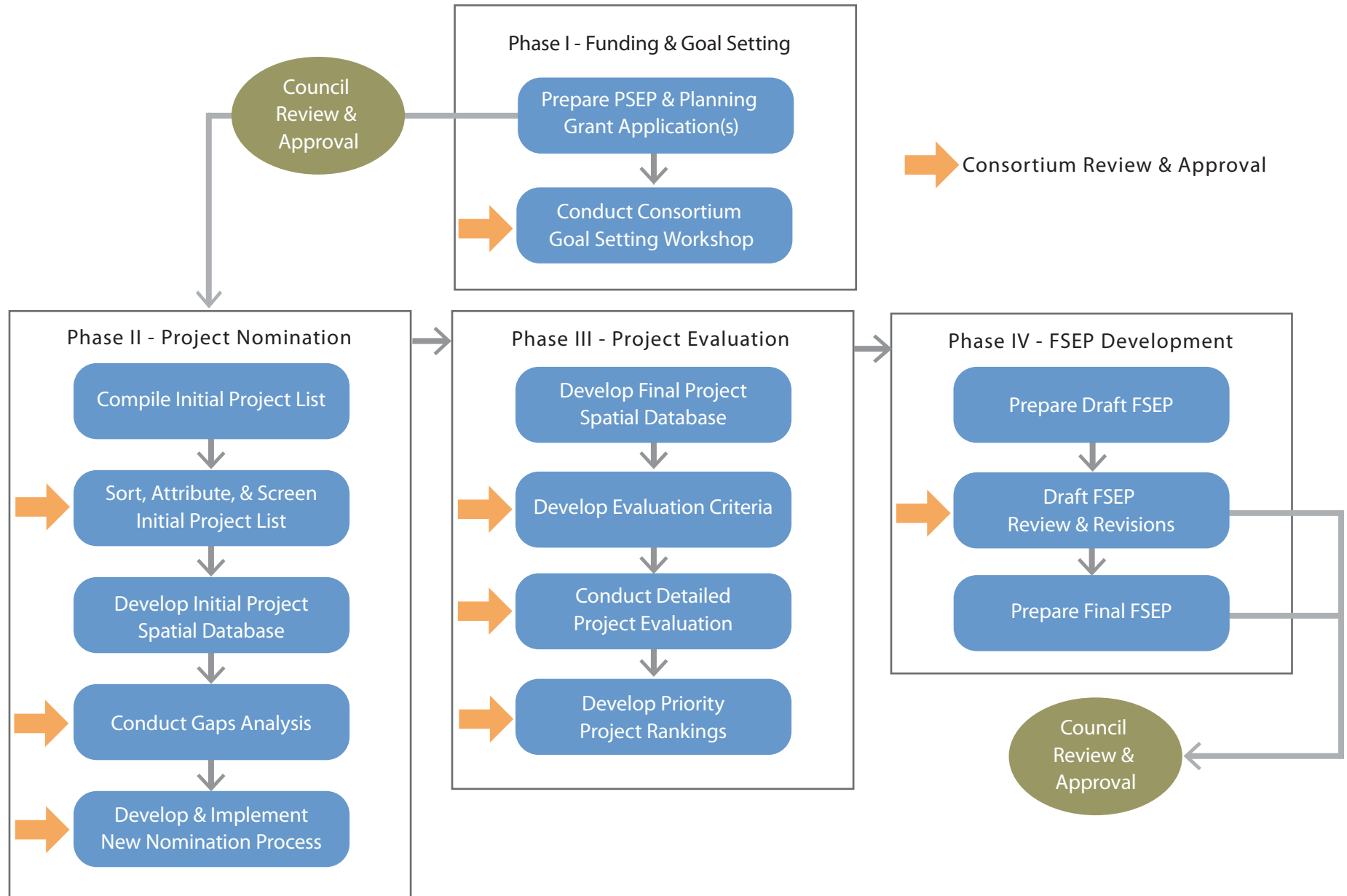
Revised project flow diagram showing key Board decision points.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.7(a)
Recommend Approval of Purchasing Policy for
Legal Services – Resolution 2015-01**

Executive Summary:

Discuss and recommend approval of Resolution 2015-01, establishing the purchasing policy for legal services.

Background:

On October 22, 2012, the Consortium hired the firm of Nabors, Giblin & Nickerson to provide Interim General Counsel services to the Consortium. The original contract contained a one year term. That term was then extended in September 2013 until “the effective date of the Consortium’s hiring, engaging or retaining a permanent General Counsel, unless an earlier expiration date is mutually agreed to in writing.” (see Attachment 1, Section 1).

In anticipation of planning grant funds, the Consortium needs to begin the process of hiring a permanent Manager and a permanent General Counsel.

As a part of the development process for the Planning SEP and the planning grant application; and the review of the Restoration Council releases; and conversations with Restoration Council staff, a competitive process for the engagement of the General Counsel and Manager is necessary. Consortium staff is recommending that the General Counsel be procured first.

Consortium staff has used the services of Leon County Procurement to assist the Interim Manager in the development of the attached procurement policy for Legal Services; Leon County has provided this assistance under its Interlocal Agreement with the Consortium for procurement assistance.

Analysis:

Attached is proposed Resolution 2015-01, the Purchasing Policy for Legal Services. The Policy is similar to those already adopted by the Consortium for the procurement of the Consultant Team and develop the state procurement of the FY 2013/2014 Independent Financial Auditor.

Resolution 2015-01 sets forth the following:

- authorizes the Interim Manager, working with the Leon County Procurement Director, to supervise the purchase of legal services for the Consortium;

- requires an Evaluation Team for the independent review and evaluation of the responses to the RFP for Legal Services (see Agenda Item 4.7(b) for the proposed RFP);
- establishes a bid protest process;
- creates the award process, including review by the Evaluation Team and a required ranked list presentation to the Board of Directors;
- authorizes the Board of Directors, based on receipt and review of the Evaluation Team report, to determine which proposal is the most advantageous to the Consortium;
- establishes a Request for Proposal competitive sealed bid process for soliciting responses from qualified firms for the permanent General Counsel Services for the Consortium; and
- creates ethical standards for the transparent procurement process of a permanent General Counsel.

Fiscal Impact:

Legal Services: It is currently anticipated that any contract for legal services and the Consortium entered into under this Resolution 2015-01 will not create any payment obligation as the part of the Consortium until federal planning grant award dollars are received. A budget is being prepared for general counsel contract services and for inclusion in the planning grant application. It is not yet known whether that request will be awarded in full or in part. The final contract for legal services will come back before the Consortium for discussion and approval, including compensation provisions.

Leon County: Under the Interlocal Agreement with Leon County for Procurement Services, the Consortium has committed to compensating Leon County for its expenses and services in providing such assistance to the Consortium, when the Consortium receives federal planning grant award dollars for that purpose. A request item for this Interlocal Agreement's compensation will be made as a part of the planning grant application. It is not yet known whether that request will be approved in whole or in part.

Recommendation:

Recommend that the Consortium Board of Directors approve Resolution 2015-01, the purchasing policy governing the procurement of General Counsel Services.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: March 11, 2015

Attachments

Proposed Resolution 2015-01.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



**PURCHASING POLICY FOR
LEGAL SERVICES FOR THE GULF CONSORTIUM**

Resolution 2015-01

As adopted on March 25, 2015

GULF CONSORTIUM
PURCHASING POLICY FOR LEGAL SERVICES

TABLE OF CONTENTS

SECTION 1 - PURPOSE.....	4
SECTION 2 – APPLICATION OF POLICY	4
SECTION 3 – DEFINITIONS AND CONSTRUCTION	4
SECTION 4 – AUTHORITY OF CONSORTIUM MANAGER AND LEON COUNTY PURCHASING DIRECTOR	7
SECTION 5 – COMPETITIVE SEALED PROPOSALS.....	7
SECTION 5.01 – REQUEST FOR PROPOSALS (RFP)	7
PUBLIC NOTICE	7
EVALUATION FACTORS.....	7
CANCELLATION OF REQUEST FOR PROPOSALS	7
PROPOSAL OPENING	7
CORRECTION OR WITHDRAWAL OF PROPOSALS; CANCELLATION OF AWARDS	7
CONFERENCES.....	8
EVALUATION TEAM.....	8
REVISIONS AND DISCUSSIONS WITH RESPONSIBLE OFFERORS	8
PROPOSAL AGENDA ITEM	8
AWARD	9
DISQUALIFICATION OF VENDORS	9
SECTION 5.02 – COOPERATIVE PURCHASING	9
SECTION 5.03 – PROTESTING AN INTENDED DECISION AND PROCUREMENT AWARD	10
RIGHT TO PROTEST	10
FILING A PROTEST.....	10
GENERAL PROVISIONS	11
PROTEST OF INTENDED DECISIONS; PROCUREMENT APPEAL BOARD PROCEEDING.....	11
PROTEST OF PROCUREMENT AWARD, SPECIAL MASTER PROCEEDING	12
SECTION 5.04 – CONTRACT CLAIMS.....	14
AUTHORITY TO SETTLE CONTRACT CONTROVERSIES	14
SECTION 5.05 – REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW	15
PRIOR TO OPENING OR CLOSING DATE FOR RECEIPT OF PROPOSALS	15
PRIOR TO AWARD.....	15
AFTER AWARD	15
SECTION 5.06 – EMPLOYMENT ELIGIBILITY AND VERIFICATION	15
SECTION 6 – CONTRACT ADMINISTRATION.....	16
SECTION 6.01 – CONTRACT PROVISIONS.....	16
SECTION 6.02 – PRICE ADJUSTMENTS.....	17
SECTION 6.03 – ASSIGNMENT OF CONTRACTS.....	17
SECTION 6.04 – RIGHT TO INSPECT PLANT.....	17
SECTION 7 – RIGHTS OF THE BOARD OF DIRECTORS OF THE GULF CONSORTIUM.....	17
SECTION 8 – GULF CONSORTIUM PROCUREMENT RECORDS	17
SECTION 9 – SPECIFICATIONS	18
SECTION 9.01 – MAXIMUM PRACTICABLE COMPETITION	18
SECTION 10 – ETHICS IN PUBLIC CONTRACTING	18
SECTION 10.1 – CRIMINAL PENALTIES	18
SECTION 10.2 – EMPLOYEE CONFLICT OF INTEREST	18
SECTION 10.3 – CONTEMPORANEOUS EMPLOYMENT PROHIBITED.....	18
SECTION 10.4 – USE OF CONFIDENTIAL INFORMATION	18
SECTION 10.5 – WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST	18

SECTION 10.6 – GRATUITIES AND KICKBACKS	19
SECTION 10.7 – SANCTIONS	19
SECTION 10.8 – RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS	19
SECTION 11 – FEDERAL POLICY	19
SECTION 11.01 - FEDERAL POLICY NOTICE PATENTS	19
SECTION 11.02 - NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS	20
SECTION 12 – INSURANCE REQUIREMENTS	20
SECTION 13 – BONDS AND DEPOSITS	20
SECTION 13.01 – TYPES OF BONDS AND DEPOSITS	20
SECTION 13.02 – AMOUNT OF BOND OR DEPOSIT	21
SECTION 13.03 – PROCESSING OF BONDS AND DEPOSITS	21
SECTION 14 – PAYMENT TO VENDORS	22
SECTION 15 – PAYMENT DISPUTE RESOLUTION	22
SECTION 16 – AUTHORIZATION TO DEBAR OR SUSPEND VENDOR	23
SECTION 16.01 – APPEAL OF DECISION TO DEBAR OR SUSPEND	24
SECTION 17 – SEVERABILITY	24
SECTION 18 – EFFECTIVE DATE	24

SECTION 1. PURPOSE.

This policy is adopted to promote the following purposes:

- A. To establish the process and procedure for procuring legal services for the Gulf Consortium.
- B. To set forth the procurement responsibilities of the Manager.
- C. To implement the Consortium's Interlocal Agreement with Leon County whereby the County agrees to provide procurement services to the Consortium.
- D. To promote public confidence in the purchasing procedures followed by the Gulf Consortium.
- E. To ensure the fair and equitable treatment of all people who deal with the procurement system of the Gulf Consortium.
- F. To maximize economy in the Gulf Consortium procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Gulf Consortium.
- G. To provide safeguards for the maintenance of a procurement system of high quality and integrity for the Gulf Consortium.

SECTION 2. APPLICATION OF POLICY.

- A. Contracts: This policy shall apply to Legal services contracts solicited or entered into after the effective date of this policy and subsequent amendments or revisions to those contracts.
- B. Exemptions: The following are exempted from this Policy:
 - 1. All services purchased at a price established in any of the authorized forms of state contracts of the State of Florida Department of Management Services, Division of Purchasing; or under the terms and conditions of a cooperative purchasing agreement or term contract by other governmental units.
 - 2. All services purchased from another unit of government not otherwise limited or prohibited by law.

SECTION 3. DEFINITIONS AND CONSTRUCTION.

The Board hereby adopts the Leon County Board of County Commissioner's Purchasing Policy and regulations promulgated to implement the County's Policy as though set forth here verbatim. In all circumstances, where the RESTORE Act or other Federal Law imposes a requirement on the Consortium that conflicts with this Policy, Federal Law takes precedence.

In construing this policy, and each and every word, phrase, or part thereof, where the context will permit:

- A. The singular includes the plural and vice versa.
- B. Gender-specific language includes the other gender and neuter.
- C. The following terms defined in this section shall have the meanings set forth below whenever they appear in this policy:

1. "Addendum" is a written document used to expand or more fully explain the terms of a bid instrument including an Invitation to Bid or Request for Proposals. An addendum is not a contract "Amendment."
2. "Board" means the Board of Directors of the Consortium.
3. "Consortium" means the Gulf Consortium created by the Interlocal Agreement.
4. "Contract" means all types of the Gulf Consortium agreements, regardless of what they may be called, for the purchase of commodities or services and which specify the terms and obligations of the business transaction.
5. "Contract Amendment" or "Contract Modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
6. "Contractor" means any person having a contract with the Consortium.
7. "Contractual Services" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms which are independent contractors. Such services may include, but are not limited to, evaluations; consultations; auditing; accounting; management systems; management consulting; public involvement and relations services; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.
8. "Contractual Services Contract" is a contract for a contractor's time and effort rather than the furnishing of a specific commodity. Satisfactory completion of the service or providing the service for a specified period of time or date or both completes such a contract.
9. "Cooperative Purchasing" is procurement conducted by, or on behalf of, more than one public procurement unit.
10. "Data" means recorded information, regardless of form or characteristic.
11. "Designee" means a duly authorized representative of a person holding a superior position. In the case of the Manager, the term "Designee" includes, but is not limited to, the Purchasing Director of Leon County.
12. "Federal Law" means the RESTORE Act, the Rule promulgated by the United States Department of the Treasury, the Regulation promulgated by the Gulf Coast Ecosystem Restoration Council, applicable federal grant law and any other federal law applicable to the Consortium's responsibility for developing the State Expenditure Plan under the RESTORE Act.
13. "Firm" means any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
14. "General Counsel" means the general counsel or interim general counsel, or her designee of the Gulf Consortium.
15. "Gratuity" is a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, inuring to the benefit of an employee, unless consideration of substantially equal or greater value is given by the recipient.
16. "Intended Decision" means a written notice that states the Firm to whom the Consortium intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision is posted on the Gulf Consortium website and on the Public Notice board in the Leon County Purchasing Division.
17. "Interlocal Agreement" means the Interlocal Agreement Relating to Establishment of the Gulf Consortium dated as

of September 19, 2012.

18. "Manager" and "Consortium Manager" mean the Manager or Interim Manager of the Consortium, or his designee.
19. "Person" means any Firm, individual, committee, club, other organization, or group of individuals.
20. "Procurement Award" is an award of a contract for services resulting from a solicitation through action by the Board of Directors of the Consortium in a public meeting.
21. "Purchase Order" means that document used by the Consortium to request that a contract be entered into for a specified need, and may include, but not be limited to, the technical description of the requested services, delivery schedule, criteria for evaluation, payment terms, and other specifications.
22. "Purchasing" means buying, procuring, renting, leasing, or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
23. "Purchasing Director" means the Leon County employee duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the purchasing policies of the Board of County Commissioners of Leon County.
24. "Regulation" means a statement by the Board of County Commissioners of Leon County having general or particular applicability and future effect, designed to implement, interpret, or prescribe law, policy, or practice.
25. "Request for Proposal (RFP)" means a written solicitation for sealed proposals with the title, date, and hour of public opening designated. The request for proposals may be used when the Consortium is unable to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required, and when the Consortium is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.
26. "Responsive Bidder" means a person who has submitted a bid, which conforms in all material respects to the Invitation to Negotiate.
27. "RESTORE Act" means the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 adopted by the United States Congress in Public Law 112-141 and signed by the President.
28. "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which are not defined as "supplies."
29. "Specification" means any description of the functional characteristics of the nature of a service. It may include a description of any requirement for inspection, testing, or preparing a service for delivery.
30. "State Expenditure Plan" means the Florida Plan required by the RESTORE Act to be developed by the Gulf Consortium and submitted for approval to the Gulf Coast Ecosystem Restoration Council for funding projects, programs and activities that will improve the ecosystems or economy of the Gulf Coast Region.
31. "Term Contract" means an indefinite quantity contract whereby a contractor agrees to furnish service during a prescribed period of time (such as 3, 6, 9, 12 months or a specific date). The specified period of time or date completes such a contract.

SECTION 4. AUTHORITY OF CONSORTIUM MANAGER AND LEON COUNTY PURCHASING DIRECTOR.

The Manager shall purchase or supervise the purchase of all services for the Consortium. In executing those duties, the Manager shall rely upon Leon County's Purchasing Director and her technical and strategic procurement support, including, but not limited to, preparing the solicitation document, advertising and disseminating a solicitation document, and advising the Manager, the procurement Evaluation Team and the Board in the selection of the most qualified firm.

SECTION 5. COMPETITIVE SEALED PROPOSALS.

SECTION 5.01. REQUEST FOR PROPOSALS (RFP).

Utilizing the procurement services of Leon County and at the direction of the Board, the Manager shall issue a written solicitation in the form of an Request for Proposal for Legal Services to the Board. The Request for Proposal shall solicit qualified Firms to offer proposals for counsel and legal services and an estimate of the cost for services. After the proposals are submitted, an Evaluation Team shall evaluate the proposals and determine which are responsive. The Evaluation Team may rank the firms based on the evaluation criteria. The Manager shall apprise the Board of the result and recommendation of the Evaluation Team. This section sets forth the process for the issuance of the solicitations for Request for Proposals.

- A. Public Notice. The Request for Proposals shall include the place, date, and time for submitting and opening the proposals. If the location, date, or time of the proposal opening changes, written notice of the changes shall be given in the form of an addendum, as soon as practicable after the change is made and posted on the Consortium and Leon County Purchasing Websites.
- B. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation criteria.
- C. Cancellation of Request for Proposals. A Request for Proposals or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the Consortium. Notice of cancellation shall be provided to all planholders and posted on the Leon County and Consortium websites. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
- D. Proposal Opening. Proposals shall be opened publicly. The Manager shall open the proposals in the presence of one or more witnesses at the time and place designated in the Request for Proposal. The name of each proposer and all witnesses shall be recorded.
- E. Correction or Withdrawal of Proposals; Cancellation of Awards. After the publicized submission time and date, any proposal received shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Manager at any point in the process prior to contract negotiations.
 - 1. Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate under the sole discretion of the Manager.
 - 2. Mistakes discovered before proposal opening may be modified or withdrawn upon written notice received in the office designated in the Request for Proposals prior to the time set for proposal opening. After proposal opening, corrections in proposals shall be permitted only to the extent that the proposer can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the proposal price actually intended. After proposal opening, no changes in proposal price or other provisions of proposals prejudicial to the interest of the Consortium or fair competition shall be permitted. In lieu of proposal correction, a proposer alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b. the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Manager.
- F. Conferences. The Manager may hold a Pre-Proposal Conference or a Pre-Bid Conference, or both.
- G. Evaluation Team.
1. The Board shall appoint an Evaluation Team to evaluate the proposals, composed of no less than three and no more than five persons.
 2. Public Meetings. The Evaluation Team meetings shall be conducted in accordance with the public meeting and closed meeting requirements of Section 286.011, Florida Statutes. The Evaluation Team Chairperson shall be responsible to provide the Manager and the Leon County Purchasing Director with all meeting information (date, time, location, and reason for meeting) no less than 96 hours in advance of any scheduled meeting, excluding holidays and weekends. The Purchasing Director will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Team Meeting on the public notice bulletin board in the Division offices, on the Leon County website, and on the Gulf Consortium website. The Manager shall ensure compliance with public meeting requirements.
 3. Contact with the Evaluation Team. Members of the Evaluation Team are prohibited from discussing a solicitation with any person that may submit a proposal during the procurement process, except in formal committee meetings. The conduct of the business and discussions regarding the proposals before the Evaluation Team must be done in a public meeting only.
 4. Evaluation of Proposals. Proposals shall be evaluated based on the requirements and criteria set forth in the Request for Proposals. No criteria may be used in proposal evaluation that is not set forth in the Request for Proposals, in Leon County regulations or policy, or in this Policy. Only proposals received in the Purchasing office by the publicized submission time and date shall be evaluated. The initial ranking of proposals is based upon the points given by the Evaluation Team utilizing the Evaluation Criteria.
 5. Presentations/Interviews (Optional). The Evaluation Team may choose to shortlist firms based upon the initial ranking and conduct formal presentations/interviews with shortlisted firms prior to final ranking.
 6. Final Ranking. The Evaluation Team may utilize an Ordinal Process Rating System to rank the firms. The respondents shall be listed in order of preference starting at the top of the list. The list of best-qualified persons shall be forwarded to the Executive Committee or Board, as determined in the Request for Proposals.
- H. Revisions and Discussions with Responsible Offerors. Discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- I. Proposal Agenda Item. The Tabulation Sheet and other bid documents, as necessary, shall be presented to the Manager for review and recommendation. The Manager shall prepare the recommendation in the appropriate format to the Board.

- J. Award. Award shall be made to the responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the Consortium, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The Consortium reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the Consortium. Every procurement of contractual services shall be evidenced by a written contract.
1. Notice of Intended Decision. The Intended Decision shall be posted on the County website and on the public notice board in the Leon County Purchasing Division. This written notice shall state the Firm to whom the Consortium intends to award the contract resulting from the solicitation and establishes the 72 consecutive hour period in which a notice of intent to protest may be timely filed.
 2. Notice of Right to Protest. Any bid award recommendation may be protested if the recommendation is alleged to be contrary to the Consortium's or County's rules or policies, the solicitation specifications, or law. The standard of proof for such proceedings shall be whether the action is clearly erroneous, contrary to competition, arbitrary or capricious. Such notice of intent of bid protest shall be delivered to the Purchasing Director within 72 consecutive hours after posting of the Notice of Intended Decision of Award (excluding Saturdays, Sundays, and County holidays). A Protestor shall file thereafter a formal written bid challenge within 10 calendar days after the date in which the notice of intent of bid protest has been submitted. Failure to timely file a notice of intent of bid protest or failure to timely file a formal written bid protest with the proper bond shall constitute a waiver of all rights provided under the Leon County Purchasing Policy.
- K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Manager for the following reasons:
1. Failure to materially perform according to contract provisions on prior contracts with the County or the Consortium.
 2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
 3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 4. Clear and convincing evidence that the vendor has attempted to give an employee of the County, the Manager or the General Counsel a Gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
 5. Failure to execute a Public Entity Crimes Statement as required by Section 287.133(3)(a), Florida Statutes.
 6. Other reasons deemed appropriate by the Board.
- L. If less than two responsive bids, proposals, or replies for contractual services purchases are received, or all bids received exceed the anticipated budget identified for the contractual service, the Manager may negotiate on the best terms and conditions. The Manager shall document the reasons that such action is in the best interest of the Consortium in lieu of resoliciting competitive sealed bids, proposals, or replies. The Manager shall report all such actions to the General Counsel prior to final award of any contract resulting from the negotiations.

SECTION 5.02. COOPERATIVE PURCHASING.

- A. State Contracts. The Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements [State Negotiated Agreement Price Schedules], agreements resulting from Invitations to Negotiate, or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services or other state agencies. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board.

- B. Federal Supply Service. The Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the eligible Federal Supply Schedules issued by the Federal General Services Administration. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Consortium in Department/Division accounts.
- C. Other Public Procurement Units. The Manager shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the Gulf Consortium would be served thereby, and the same is in accordance with the Gulf Consortium and State law. The Manager shall appropriately document such cooperative purchasing arrangements. All Cooperative Purchasing conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.

SECTION 5.03. PROTESTING AN INTENDED DECISION AND PROCUREMENT AWARD.

- A. Right to Protest. Any person, hereinafter referred to as Protestor, who submits a timely response to a Request for Proposals, an Invitation to Negotiate, a Request for a Best and Final Offer, a request for qualifications, a multistep sealed bid, or multi-step request for proposals under Sections 5.01 or 5.02 of this Policy, and who is aggrieved with an Intended Decision of the Gulf Consortium or a Procurement Award rendered by the Board of Directors of the Gulf Consortium shall have the right to protest. Failure to protest an Intended Decision shall act as a bar to protest a subsequent Procurement Award that adopts the Intended Decision in all material respects.
 - 1. Any Protestor wishing to protest an Intended Decision shall follow the procedures set forth in paragraphs B, C, and D of this Section.
 - 2. Any Protestor wishing to protest a Procurement Award shall follow the procedures in paragraphs B, C, and E of this Section.
- B. Filing a Protest. A Protestor shall file with Leon County a notice of intent to protest in writing within 72 consecutive hours after the posting of the notice of Intended Decision or Procurement Award of the Gulf Consortium. A formal written protest shall be filed within 10 calendar days after the date the notice of intent to protest has been filed. Failure to timely file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of the right to proceedings under this Section. A notice of intent to protest and the formal written protest are deemed filed with Leon County when it is received by the Purchasing Division.
 - 1. The notice of intent to protest shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and, a brief factual summary of the basis of the protest.
 - 2. The formal written protest shall: identify the Protestor and the solicitation involved; include a plain, clear statement of the grounds upon which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds; and, specify the relief to which the Protestor deems himself entitled.
 - 3. A formal written protest shall include the posting of a bond with the Purchasing Division at the time of filing the formal written protest, made payable to the Gulf Consortium in an amount equal to one percent (1 %) of the Gulf Consortium's estimate of the total dollar amount of the contract or \$5000, whichever is greater. If after completion of the bid protest process and any court proceedings, the Gulf Consortium prevails, the Gulf Consortium shall be entitled to recover all court costs provided under Florida law, but in no event attorney fees, which shall be included in the final order of judgment rendered by the court. Upon payment of such court costs by the Protestor, the bond

shall be returned to him. After completion of the bid protest process and any court proceedings, if the Protestor prevails, the protestor shall be entitled to have his bond returned and he shall be entitled to recover from the Gulf Consortium all court costs provided under Florida law, but in no event attorney fees, lost profits or bid preparation costs, which shall be included in the final order of judgment rendered by the court. In no case will the Protestor or Intervenor be entitled to any costs incurred with the solicitation, including bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.

4. Timeliness of protest determinations. All determinations on the timeliness of notices of intent to protest and formal written protests will be made by the Manager.

C. General Provisions.

1. Intervenor. Any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, Invitation to Negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Intended Decision or Procurement Award of the Gulf Consortium, may be granted the right to intervene by order of the Chairperson of the Procurement Appeals Board or Special Master in response to a petition to intervene. A petition to intervene shall be filed within five calendar days of the filing of a formal written protest. Failure to timely file a petition to intervene shall constitute a waiver of all rights to intervene in the subject protest proceeding. Petitions to intervene will be considered by the Chairman of the Procurement Appeals Board, and any decision concerning a Petition to Intervene shall be made by the Chairman and shall be deemed final.
2. Time Limits. The time limits in which formal written protests shall be filed as provided herein may be altered by specific provisions in the invitation to bid, request for proposals, Invitation to Negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals or upon the mutual written consent of the Protestor and the Gulf Consortium.
3. Entitlement to Costs. In no case will the Protestor or Intervenor be entitled to any costs incurred with the Invitation to Negotiate, or Request for Proposals, or multi-step sealed bids, or multi-step requests for proposals, or Best And Final Offers, including, but not limited to bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.
4. After a formal written protest has been filed with the Manager, the Protestor may not discontinue such appeal without prejudice, except as authorized by the Procurement Appeals Board or Special Master.
5. Stay of Procurement During Protests. In the event of a timely protest under Section 5.03 herein, the Purchasing Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Consortium Manager makes a written determination that the award of a contract without delay is necessary to protect the substantial interests of the Gulf Consortium.

D. Protest of Intended Decisions; Procurement Appeal Board Proceeding.

1. Upon timely receipt of a notice of intent to protest an Intended Decision, the Manager shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Manager shall within one business day mail a copy of the notice of intent to protest to all persons who responded to an Invitation to Negotiate, or multi-step sealed bids, or multi-step requests for proposals, or Best And Final Offer.
2. Upon timely receipt of a formal written protest of an Intended Decision, the Manager shall provide the Protestor with acknowledgement of receipt and will notify the Chairman of the Procurement Appeals Board. The Manager shall within one business day mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an Invitation to Negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.

3. Procurement Appeals Board. There is hereby established a Procurement Appeals Board to be composed of a chairperson and two members and two alternates. The chairperson, members, and alternates of the Procurement Appeals Board shall be appointed by the Manager. The term of office of the chairperson, members, and alternates of the Procurement Appeals Board shall be three years. For the initial appointments, the Manager shall appoint the chairperson for a term of three years, one member and one alternate for a term of two years, and one member and one alternate for a term of one year so that a term of office expires every year. Thereafter, their successors shall be appointed for terms of three years, or for the balance of any unexpired term, but members may continue to serve beyond their terms until their successors take office. Members may be reappointed for succeeding terms.
 - a. Acting by two or more of its members, the Procurement Appeals Board shall issue a decision in writing or take other appropriate action on each formal written protest submitted. A copy of any decision shall be provided to all parties and the Manager.
 - b. Procurement Appeals Board Proceeding Procedures.
 - i. The Procurement Appeals Board shall give reasonable notice to all substantially affected persons or Firms, including the Protestor, and any Intervenor.
 - ii. At or prior to the protest proceeding, the Protestor and Intervenor or both, as the case may be, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the issues raised.
 - iii. In the protest proceeding, the Protestor, and Intervenor, or both, as the case may be, or his representative or counsel, may also make an oral presentation of his evidence and arguments.

Further, only reasonable direct and cross examination of witnesses shall be permitted, at the discretion of the Chairman of the Procurement Appeals Board. The members of the Procurement Appeals Board may make whatever inquiries they deem pertinent to a determination of the protest.
 - iv. The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Procurement Appeals Board shall base their decision on competent, substantial evidence. The protest proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - v. Within seven working days of the conclusion of the protest proceeding, the Procurement Appeals Board shall render a decision. The Procurement Appeals Board decision shall be reduced to writing and provided to the Protestor and/or Intervenor, as the case may be, and the Gulf Consortium.
 - vi. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

E. Protest of Procurement Award; Special Master Proceeding.

1. Upon timely receipt of a notice of intent to protest a Procurement Award of the Gulf Consortium, the Manager shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Manager shall within one business day mail a copy of the notice of intent to protest to all persons who responded to an invitation to bid, a request for proposals, an Invitation to Negotiate, a Request for a Best and Final Offer, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
2. Upon timely receipt of a formal written protest of a Procurement Award of the Gulf Consortium, the Manager

shall provide the Protestor with acknowledgement of receipt and will notify the General Counsel of the protest. The Manager shall within one business day mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an Invitation to Negotiate, a request for qualifications, or multistep sealed bids, or multi-step requests for proposals.

3. Appointment of a Special Master. The Consortium Manager shall appoint and retain a special master or shall contract with the Florida Division of Administrative Hearings for an administrative law judge to act as a special master to conduct evidentiary proceedings regarding formal written protests of Procurement Awards. Each special master shall be a licensed attorney with the Florida Bar who has practiced law in Florida for at least five years, and who has experience in procurement law, local governmental law, or administrative law. Each special master appointed and retained by the Gulf Consortium shall serve at the pleasure of the Consortium Manager and shall be compensated at a rate or rates to be fixed by the Consortium Manager. The expense of each special master proceeding shall be borne equally by the Protestor and the Gulf Consortium.
4. Ex parte communication.
 - a. No Gulf Consortium employee, elected official, or other person who is or may become a party to a proceeding before a special master may engage in an ex parte communication with the special master. However, the foregoing does not prohibit discussions between the special master and Gulf Consortium staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the hearing.
 - b. If a person engages in an ex parte communication with the special master, the special master shall place on the record of the pending case all ex parte written communications received, all written responses to such communications, a memorandum stating the substance of all oral communications received, and all oral responses made, and shall advise all parties that such matters have been placed on the record. Any party desiring to rebut the ex parte communication shall be entitled to do so, but only if such party requests the opportunity for rebuttal within ten days after notice of such communication. If he or she deems it necessary due to the effect of an ex parte communication received by him, the special master may withdraw from the case.
5. Powers of special masters. The special masters who conduct hearings pursuant to this Section shall have the powers of hearing officers enumerated in Section 120.569(2)(f), Florida Statutes, as amended.
6. Prehearing requirements. At least fourteen days prior to the date set for the hearing, the parties shall exchange a list of names and addresses of witnesses planned to testify at the hearing, and a list of exhibits planned to be introduced at the hearing, as well as produce the physical exhibits for inspection by the parties. Each party is entitled to depose witnesses scheduled to testify at the evidentiary hearing.
7. Hearings.
 - a. All hearings shall be commenced within 45 days of the date of the filing of the formal written protest. Requests for continuance by any party, either before or during the hearing, may be considered upon good cause shown.
 - b. All hearings shall be open to the public.
 - c. The participants before the special master shall be the Protestor, the Protestor's witnesses, if any, Gulf Consortium staff and witnesses, and any Intervenor. The participation of Intervenor shall be governed by the terms of the order issued by the special master in response to a petition to intervene. Intervention may only be permitted to any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, an Invitation to Negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Procurement Award.

- d. Testimony and evidence shall be limited to matters directly relating to the formal written protest. Irrelevant, immaterial, or unduly repetitious testimony or evidence may be excluded.
- e. All testimony shall be under oath. The order of presentation of testimony and evidence shall be as set forth by the special master.
- f. To the maximum extent practicable, the hearings shall be informal.
- g. All parties shall have the opportunity to respond, to present evidence and provide argument on all issues involved which are related to the formal written protest, and to conduct cross examination and submit rebuttal evidence. During cross- examination of witnesses, questioning shall be confined as closely as possible to the scope of direct testimony and matters involving impeachment. The special master may call and question witnesses or request additional evidence as he or she deems necessary and appropriate.
- h. The special master shall render a final order on the formal written protest to the parties within ten days after the hearing concludes, unless the parties waive the time requirement. The final order shall contain written findings of fact and conclusions of law.

SECTION 5.04. CONTRACT CLAIMS.

- A. Authority to Settle Contract Controversies. This Section applies to controversies between the Gulf Consortium and a contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, where the contractor and Gulf Consortium agree to utilize the provision of this Section.
 1. The Manager is authorized to settle any controversy arising out of the performance of a Gulf Consortium contract, prior to the commencement of an action in a court of competent jurisdiction up to \$10,000 in value. Approval of the Board of Directors is required to settle any controversy in excess of \$10,000 in value.
 - a. If such a controversy is not resolved by mutual agreement, the Manager shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise be furnished to the contractor immediately. The decision shall:
 - i. State the reason for the action taken; and,
 - ii. Inform the Contractor of its right to administrative review as provided in this Section.
 - b. If the Purchasing Director does not issue a written decision required in paragraph (a) of this subsection within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
 - c. The decision of the Manager may be appealed to the Procurement Appeals Board by the protestor by filing a formal written appeal with the Manager within five calendar days of receipt of the Manager's decision.
 2. The Procurement Appeals Board is authorized to review any appeal of a decision on a contract controversy by the Manager or to hear any contract controversy in excess of \$10,000.
 3. The Procurement Appeals Board shall promptly decide the contract or breach of contract controversy. The proceeding shall be de novo and shall follow the proceeding procedures contained in Section 5.03(D)(3). Any prior determination by administrative officials shall not be final or conclusive.

SECTION 5.05. REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.

- A. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Consortium Manager, after consultation with the General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance or the Interlocal Agreement, then the solicitation shall be canceled or revised to comply with applicable law.
- B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Manager, after consultation with the General Counsel, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- C. After Award. If, after award, the Manager, after consultation with the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 - 1. If the person awarded the contract has not acted fraudulently or in bad faith:
 - a. the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Gulf Consortium; or
 - b. the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to termination, but excluding attorney's fees; or
 - 2. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the Gulf Consortium.

SECTION 5.06. EMPLOYMENT ELIGIBILITY AND VERIFICATION.

- A. Federal statutes and executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. It is the policy of the Gulf Consortium, Florida that unauthorized aliens shall not be employed nor utilized in the performance of contracted services for the Gulf Consortium, in accordance with the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended (8 U.S.C. § 1324a), and Subpart 22.18 of the Federal Acquisition Register.
- B. Employment Eligibility Verification.
 - 1. This Section on employment eligibility verification ("E-Verify") requirements shall apply to contractors and subcontractors performing contracted services for the Gulf Consortium, where the contracted services are funded pursuant to federal grants, federal contracts, state grants, or state contracts.
 - 2. Each Contractor and subcontractor, as defined in this section, shall agree to enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Gulf Consortium, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 - 3. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and

the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen, indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

4. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Contract by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Contract a) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Contract by Contractor to perform employment duties within Florida within three business days after the date of hire.

Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Contract within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

5. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided previously, and to make such records available to the Gulf Consortium or other authorized state entity consistent with the terms of the Memorandum of Understanding.
6. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Gulf Consortium may treat a failure to comply as a material breach of the contract.

SECTION 6. CONTRACT ADMINISTRATION.

The Manager shall serve as the chief contract administrator for the Gulf Consortium.

SECTION 6.01. CONTRACT PROVISIONS.

- A. All Contracts for Legal Services shall be subject to approval by the Board.
- B. Standard Contract Clauses and Their Modification. The Manager, after consultation with the General Counsel, may establish standard contract clauses for use in Gulf Consortium contracts. However, the Manager may, upon consultation with the General Counsel, vary any such standard contract clauses for any particular contract.
- C. Contract Clauses. All Gulf Consortium contracts for services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Manager, after consultation with the General Counsel, may propose provisions appropriate for service contracts, addressing among others the following subjects:
 1. the unilateral right of the Gulf Consortium to order, in writing, changes in the work within the scope of the contract;
 2. the unilateral right of the Gulf Consortium to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 3. variations occurring between estimated quantities or work in contract and actual quantities;
 4. defective pricing;
 5. time of performance and liquidated damages;
 6. specified excuses for delay or nonperformance;
 7. termination of the contract for default which shall require Board approval; and
 8. termination of the contract in whole or in part for the convenience of the Gulf Consortium.

SECTION 6.02. PRICE ADJUSTMENTS.

- A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the Board:
1. by contract on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 2. by unit prices specified in the contract or subsequently agreed upon;
 3. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the Board;
 4. in such other manner as the contracting parties may mutually agree; or
 5. in the absence of agreement by the parties, by a unilateral determination by the Gulf Consortium of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the Gulf Consortium, subject to the provisions of this Section.
- B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

SECTION 6.03. ASSIGNMENTS OF CONTRACTS.

No contract made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the Gulf Consortium nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the Gulf Consortium.

SECTION 6.04. RIGHT TO INSPECT PLANT.

The Gulf Consortium may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor, which is related to the performance of any contract awarded, or to be awarded, by the Gulf Consortium. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the Gulf Consortium.

SECTION 7. RIGHTS OF THE BOARD OF DIRECTORS OF THE GULF CONSORTIUM.

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Board in accordance with Florida law and in the best interests of the Gulf Consortium, to reject all bids/proposals received in response to a solicitation, to determine in its sole discretion the responsiveness and responsibility of any bidder/proposer, to approve and authorize or to enter or not to enter into any contract as it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when necessary and desirable for the public welfare.

SECTION 8. GULF CONSORTIUM PROCUREMENT RECORDS.

- A. Procurement Files. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Gulf Consortium in appropriate files by the Manager.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the Gulf Consortium in accordance with records retention guidelines and schedules established by the State of Florida.

SECTION 9. SPECIFICATIONS.

SECTION 9.01. MAXIMUM PRACTICABLE COMPETITION.

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the Gulf Consortium's needs and shall not be unduly restrictive.

SECTION 10. ETHICS IN PUBLIC CONTRACTING.

SECTION 10.01. CRIMINAL PENALTIES.

To the extent that violations of the ethical standards of conduct set forth in this Section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

SECTION 10.02. EMPLOYEE CONFLICT OF INTEREST.

- A. Participation. It shall be unethical for the Manager and the General Counsel and the employees of either to participate directly or indirectly in a procurement contract when the Manager and the General Counsel and the employees of either knows that:
1. the Manager and the General Counsel and the employees of either or any member of the immediate family (father, mother, brother, sister, child, grandparent, or grandchild of employee or spouse) has a financial interest pertaining to the procurement contract; or
 2. any other person, Firm, or organization with whom the Manager and the General Counsel and the employees of either or any member of a Gulf Consortium employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- B. Blind Trust. The Manager and the General Counsel and the employees of either who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

SECTION 10.03. CONTEMPORANEOUS EMPLOYMENT PROHIBITED.

It shall be unethical for the Manager and the General Counsel and the employees of either who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Gulf Consortium.

SECTION 10.04. USE OF CONFIDENTIAL INFORMATION.

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

SECTION 10.05. WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST.

The Consortium Manager may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

- A. the contemporaneous employment or financial interest of the Manager's or General Counsel's employee has been publicly disclosed;

- B. the Manager's or General Counsel's employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and
- C. the award will be in the best interest of the Gulf Consortium.

SECTION 10.06. GRATUITIES AND KICKBACKS.

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee of the Manager or the General Counsel, or a Director, Alternate or Ex- Officio member of the Board, or for any employee of the Manager or the General Counsel, or a Director, Alternate or Ex-Officio member of the Board, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

SECTION 10.07. SANCTIONS.

The Board may impose any one or more of the following sanctions for violation of the ethical standards:

- 1. written warnings;
- 2. termination of contracts; or
- 3. debarment or suspension as provided in Section 16.

SECTION 10.08. RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS.

- A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by the Manager or General Counsel's employee or a non-employee may be recovered from both Gulf Consortium employee and non-employee.
- B. Recovery of Kickbacks by the Gulf Consortium. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Gulf Consortium and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 11.

SECTION 11.01. FEDERAL POLICY NOTICE PATENTS.

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

- A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and

regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.

- B. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

SECTION 11.02. NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS.

- A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
1. equal employment opportunity;
 2. affirmative action;
 3. fair labor standards;
 4. energy conservation;
 5. environmental protection; or
 6. other similar socio-economic programs.
- B. Notice. The Manager shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Manager shall include in the contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

SECTION 12. INSURANCE REQUIREMENTS.

- A. Minimum Requirements. Contractor shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in amounts determined by the provisions of the Risk Management Policy.
- B. Certificates of Insurance. Certificates of Insurance acceptable to the Gulf Consortium shall be filed with the Purchasing Division prior to the commencement of the work and periodically thereafter upon any renewals during the term of the contract.
- C. Change of Insurance Requirements. The Gulf Consortium reserves the right to change the insurance requirements based on the project scope, or when determined in the best interest of the Gulf Consortium.

SECTION 13. BONDS AND DEPOSITS.

When any of the following bonds are required, the bond will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the appropriate bond is accepted by the Gulf Consortium.

SECTION 13.01. TYPES OF BONDS AND DEPOSITS.

- A. Performance Bond - For a project of an estimated value less than \$200,000, requirement of a performance bond will be at the discretion of the Manager with the approval of the Consortium Manager. For projects estimated to be \$200,000 or more, such bond will be required to insure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.
- B. Payment and Material Bond - For a project of an estimated value less than \$200,000, requirement of a payment and material bond will be at the discretion of the Consortium Manager. For projects estimated to be \$200,000 or more, such bond will be required to protect the Gulf Consortium from suits for non-payment of debts, which might be incurred by a contractor's performance for the Gulf Consortium.

- C. Warranty Bonds- At the discretion of the Manager, after consultation, a Warranty Bond may be required from a successful bidder to insure warranty provisions are fulfilled.
- D. Guaranty of Good Faith Deposit (Bid Deposit) - For projects estimated to be less than \$200,000, requirement of a bid bond will be at the discretion of the Consortium Manager. For purchases where it is determined by the Manager to be in the best interest of the Gulf Consortium, and projects estimated to be \$200,000 or more, bidders will be required to submit with their bid or proposal a guaranty of good faith deposit. When in the best interest of the Gulf Consortium, the Consortium Manager may waive these requirements.
 - 1. Return of Bond. Such deposit may not be withdrawn until a specified time after the proposals are opened and awards made. The deposit of the bond shall be retained by the Manager until satisfied that the Contractor's obligations have been satisfactorily completed.
 - 2. Substitutes. In lieu of a surety bid bond, contractor may submit a certified check, cashier's check, or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond. Such deposits shall be retained by the Manager until all provisions of the contract have been met.
- E. Irrevocable Letter of Credit. Upon approval of the Manager, a contractor may present an Irrevocable Letter of Credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date of the purchase of the contracted services or materials.
- F. Retention of Payments. The Gulf Consortium may require the payment for a project, or a portion thereof, be withheld until the project has been completed as a method of protecting the Gulf Consortium's interest. Retention may also be used in lieu of the above listed bonds. The solicitation documents shall specifically state if retention of any portion or all of the payment for the project is to be done.

SECTION 13.02. AMOUNT OF BOND OR DEPOSIT.

- A. Amount of Bond. Bonds or deposits, which may be required, shall normally be in the following amounts, except as provided in the following subsection B.
 - 1. Performance Bond: 100% of contract price.
 - 2. Payment Bond: 100% of contract price.
 - 3. Payment and Performance Bond: 100% of contract price.
 - 4. Guaranty of Good Faith Deposit (Bid Deposit or Bond): The bid deposit will be 5% of the price bid by the vendor.
- B. Exceptions to Amount of Bond. Any of the previously listed bonds may be required at another amount approved by the Consortium Manager when in the best interest of the Gulf Consortium.

SECTION 13.03. PROCESSING OF BONDS AND DEPOSITS.

- A. Responsibility for Securing Bonds. The contractor shall be responsible for securing the bond. Any costs may be included in the contract price.
- B. Licensure of Bonding Company. The company acting as surety for any bond issued shall be licensed to do business in the State of Florida.
- C. Review of Bonds by General Counsel. Surety bonds furnished will be reviewed by the General Counsel, who shall either accept or reject it for the Board. All surety bonds accepted shall be forwarded to the Manager to be filed in the official records of the Board.

- D. Failure to Provide Required Bond. In the event a contractor fails to provide an acceptable bond when required, within 10 days after notification, the General Counsel will be notified. Upon the recommendation of the General Counsel, the Board may declare the contract null and void, and retain in the account of the Gulf Consortium any good faith deposits or guaranty which may have been submitted as liquidated damages under the terms of the solicitation.
- E. Filing of Bonds. Bonds, when accepted, shall be forwarded to the Manager and shall be filed with the applicable contract documents.
- F. Deposits. Cash deposits (cashier's check, money orders, bank drafts, etc.) of all bidders shall be forwarded to the Manager for deposit to the account of the Gulf Consortium. Upon award of contract, the Manager shall be responsible for approving the return of deposits to unsuccessful bidders.
- G. Plans and Specification Deposit/Fees. The Manager is authorized to assess reasonable deposits or fees or both, not to exceed the cost of reproduction, for plans and specifications issued as a part of invitations for bids or requests for proposals. Deposits of all bidders for plans and specifications shall be forwarded to the Manager for deposit to the account of the Gulf Consortium. Upon award of contract, the Manager or designee shall be responsible for approving the return of refundable deposits to unsuccessful bidders. Fees are to be deposited into the account from which applicable reproduction costs are paid.

SECTION 14. PAYMENT TO VENDORS.

It is the policy of the Gulf Consortium that payment for all purchases by the Gulf Consortium be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," Sections 218.70-218.79, Florida Statutes.

SECTION 15. PAYMENT DISPUTE RESOLUTION.

- A. In the event a dispute occurs between a contractor/vendor, herein referred to as "vendor", and the Gulf Consortium concerning payment of a payment request for construction work or an invoice for goods and/or services, the vendor should first attempt to resolve the issue with the Manager. If the dispute cannot be resolved between the vendor and the Manager within two business days of the dispute first being raised, the vendor may file a formal payment dispute. Formal payment dispute resolution shall be finally determined by the Gulf Consortium, under this procedure in accordance with Section 218.76, Florida Statutes.
- B. Filing a Dispute. Any vendor shall file with the Manager in a formal notice of payment dispute in writing within two business days of the dispute first being raised.
 - 1. The notice of payment dispute shall contain at a minimum: the name of the vendor; the vendor's address and phone number; the name of the vendor's representative to whom notices may be sent; the contract number associated with the payment dispute; and, a brief factual summary of the basis of the dispute.
 - 2. Waiver. Failure to timely file a written payment dispute shall constitute a waiver of proceedings under this Section.
 - 3. Upon timely receipt of a formal payment dispute, the Contract Manager shall provide the vendor with acknowledgement of receipt, will notify the Payment Dispute Resolution Committee, and will coordinate with all parties to establish the date and time for a Payment Dispute Resolution Proceeding.
- C. General Provisions.
 - 1. Time Limits. Proceedings to resolve the dispute shall be commenced not later than 45 calendar days after the date on which the payment request or proper invoice (as specified in the contract document) was received by the Gulf Consortium and shall be concluded by final decision of the Gulf Consortium not later than 60 calendar days after the date on which the payment request or proper invoice was received by the Gulf Consortium.

2. Protest. Dispute resolution procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding, which prohibits a court from deciding de novo any action arising out of the dispute.
3. Interest. If the dispute is resolved in favor of the Gulf Consortium, then interest charges shall begin to accrue 15 calendar days after the Gulf Consortium's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.
4. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

D. Payment Dispute Resolution Proceeding Process.

1. All formal payment disputes shall be presented to the Payment Dispute Resolution Committee. The committee shall be comprised of the members designated by the Manager.
2. Within three (3) business days of timely receipt of a formal notice of payment dispute, the Contract Manager shall schedule a proceeding before the Payment Dispute Resolution Committee to include all substantially affected persons or Firms, including the vendor and Gulf Consortium project manager. Non-appearance by the vendor shall constitute a forfeiture of proceedings with prejudice.
3. At or prior to the dispute proceeding, the vendor and project manager, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the payment dispute.
4. In the proceeding, the vendor and project manager, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Payment Dispute Resolution Committee. The members of the Payment Dispute Resolution Committee may make whatever inquiries they deem pertinent to a determination of the dispute.
 - a. The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Payment Dispute Resolution Committee shall base their decision on competent, substantial evidence. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - b. Within three business days of the conclusion of the proceeding, the Payment Dispute Resolution Committee shall render a decision. The Payment Dispute Resolution Committee decision shall be reduced to writing and provided to the vendor and the Gulf Consortium project manager. The decision of the Payment Dispute Resolution Committee shall be final and conclusive for all disputes valued less than \$100,000.
 - c. For those disputes valued above \$100,000, the Payment Dispute Resolution Committee shall file a Recommended Order for approval by the Manager.

SECTION 16. AUTHORIZATION TO DEBAR OR SUSPEND VENDOR.

- A. Suspension. After consultation with the General Counsel, the Manager is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed three months, and the Manager shall immediately inform the Board and provide notice to the affected person.

- B. Debarment. After reasonable notice and a reasonable opportunity for the suspended person to be heard, the Board shall either disbar such person or terminate the suspension. The debarment should be for a period of not more than three years.
- C. Causes for Debarment. The causes for debarment include:
1. entry of a plea of guilty, no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Gulf Consortium contractor;
 3. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. violation of contract provisions, as set forth below, of a character which is regarded by the Board to be so serious as to justify debarment action:
 - a. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; and
 5. any other cause the Manager or Board determines to be as serious and compelling as to affect responsibility as a Gulf Consortium contractor, including debarment by another governmental entity.
- D. Notice of Decision. The Manager shall issue a written notice to the person of the decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

SECTION 16.01. APPEAL OF DECISION TO DEBAR OR SUSPEND.

The Board's decision to debar or suspend a person or Firm shall be final and conclusive, unless the debarred person commences a timely action in court in accordance with applicable law.

SECTION 17. SEVERABILITY.

The provisions of this Resolution are severable and it is the intention to confer the whole or any part of the Powers herein provided for. If any of the provisions of this Resolution shall be held unconstitutional by any court of competent jurisdiction, the decision of such Court shall not affect or impair any remaining provisions of this Resolution. It is hereby declared to be the legislative intent that this Resolution would have been adopted had such unconstitutional provision not been included therein.

SECTION 18. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

Gulf Consortium Executive Committee
March 19, 2015

Agenda Item 4.7(b)
Recommend Approval of RFP
for General Counsel Services

Executive Summary:

Discuss and recommend approval of the attached RFP for Legal Services. Recommend composition of the Evaluation Team.

Background:

On October 22, 2012, the Consortium hired the firm of Nabors, Giblin & Nickerson to provide Interim General Counsel services to the Consortium. The original contract contained a one year term. That term was then extended in September 2013 until “the effective date of the Consortium’s hiring, engaging or retaining a permanent General Counsel, unless an earlier expiration date is mutually agreed to in writing.” (see Attachment 1, Section 1).

In anticipation of planning grant funds, the Consortium needs to begin the process of hiring a permanent Manager and a permanent General Counsel.

As a part of the development process for the Planning SEP and the planning grant application; the review of the Restoration Council releases; and conversations with Restoration Council staff, a competitive process for the engagement of the General Counsel and Manager is necessary. Consortium staff is recommending that the General Counsel be procured first.

Consortium staff has used the services of Leon County Procurement to assist the Interim Manager in the development of the attached for General Counsel services; Leon County has provided this assistance under its Interlocal Agreement with the Consortium for procurement assistance.

Analysis:

Attached is proposed RFP for Legal Services. The RFP achieves the following:

- articulates a desired scope of services;
- establishes a schedule for the PRF process (RFP issuance on March 27; responses due on April 23; Evaluation Team report to the Board on June 19, 2015)
- sets forth response and submission requirements;
- articulates evaluation criteria and scoring; and
- creates policies for ethical business practices and excludes firms with certain conflicts of interests from consideration under the RFP.

The Board will need to approve the Composition of the Evaluation Team for this RFP. Staff recommends that it be composed of five (5) members, as follows:

- A legal representative from the Department of Environmental Protection;
- A county attorney from the eight (8) disproportionately impacted counties, preferably Franklin County;
- A county attorney from the remaining fifteen (15) counties, preferably Hillsborough County;
- A county manager from the eight (8) disproportionately impacted counties, preferably Gulf County;
- A county manager from the remaining fifteen (15) counties, preferably Charlotte County;

Fiscal Impact:

Please see note in Agenda Item 4.7(a).

Recommendation:

- (1) Recommend that the Consortium Board of Directors approve the proposed RFP for Legal Services; and,
- (2) Recommend that the Consortium Board approve the composition of the RFP Evaluation Committee as set forth in this agenda item.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: March 11, 2015

Attachments

RFP for General Counsel Services

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



**REQUEST FOR PROPOSALS
For**

**LEGAL SERVICES
for the
GULF CONSORTIUM**

Proposal Number BC-04-23-15-24

Release Date: March 27, 2015

I. INTRODUCTION

Leon County (County) is issuing this Request for Proposals (RFP) as part of the procurement services it is providing to the Gulf Consortium (Consortium) pursuant to an interlocal agreement between them. The Consortium serves as the ultimate decision making body in the selection process for this RFP.

A. BACKGROUND

In response to the explosion of and the resulting oil spill from the Deepwater Horizon offshore drilling rig in the Gulf of Mexico on April 20, 2010 (Deepwater Horizon Oil Spill), the United States Congress enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (title 1, subtitle F of Public Law 112-141) as part of the Moving Ahead for Progress in the 21st Century Act. The RESTORE Act was passed by Congress on June 29, 2012 and signed into law on July 6, 2012 by the President.

The RESTORE Act establishes funding from a portion of the administrative and civil penalties under the Federal Water Pollution Control Act from the Deepwater Horizon Oil Spill for the ecological and economic restoration of the Gulf Coast region. The RESTORE Act directs funding for the development and implementation of the State Expenditure Plan in each of the five Gulf Coast States.

The Gulf Consortium is a public entity created in October 2012 by Interlocal Agreement among Florida's 23 Gulf Coast counties, from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida and the United States.

Florida's 23 Gulf Coast Counties formed the Consortium to meet requirements of the RESTORE Act for Florida to develop a State Expenditure Plan. The Consortium Board of Directors consists of one representative from each county government and six members appointed by the Governor. As a public entity, the Consortium must meet all government transparency requirements in Florida, including open public records and meetings, ethics and state auditing obligations.

The Gulf Consortium is working with Florida's Governor, state agencies and other restoration partners to advance common goals, reduce duplication, and maximize benefits to the Gulf Coast region. To this end, the Governor and the Consortium entered into a Memorandum of Understanding (MOU) on June 12, 2013 to further the collective objectives of maximizing efficiencies and revenue opportunities under the RESTORE Act. The Governor's appointees represent diverse interests to provide input and guidance to the Consortium on policies and criteria used to select projects, activities and programs for inclusion in the State Expenditure Plan.

The MOU provides for a coordinated review and input by the Florida Department of Environmental Protection (FDEP) and other state agencies during the development of the State Expenditure Plan (SEP). The MOU requires the Consortium to meet the following requirements at a minimum for the selection of projects, activities and programs for inclusion in the SEP:

- Consistency with the applicable laws and rules;
- Prioritization based on criteria established by the Consortium;
- Consideration of public comments;
- Approval by an affirmative vote of at least a majority of the Consortium Directors present at a duly noticed public meeting of the Consortium; and
- State agency involvement, input and review in the development the State Expenditure Plan, pursuant to the MOU.

After development of the SEP by the Consortium, the Governor is responsible for submitting it to the Gulf Coast Ecosystem Restoration Council (Council) for approval.

The RESTORE Act provides criteria for the State Expenditure Plans. Included among those criteria are requirements that the SEP take into consideration the Council's Comprehensive Plan and that the SEP be consistent with the goals and objectives of the Council's Comprehensive Plan.

B. FUNDING CONSTRAINTS

The Consortium is a newly created governmental entity. At this point, the Consortium functions with modest resources provided directly by its 23 member counties. The current resources are not sufficient to fund the Scope of Services sought by this RFP. The Consortium anticipates that it will receive RESTORE Act planning grant funding for developing the State Expenditure Plan from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund). The grant application is in process: the Planning State Expenditure Plan has been prepared and is awaiting submission to the Restoration Council. Once the Planning SEP is approved, the Consortium can submit the planning grant application. That application will include a budget for the Consortium's legal services over a two year planning horizon. It is not known at the time of this RFP release whether and at what level that budget will be approved by the Restoration Council.

C. PROJECT OVERVIEW

The Consortium has no employees but instead contracts for services. The Consortium is seeking Proposals from qualified individual attorneys or by law firms, to represent and serve as counsel to the Gulf Consortium Board of Directors, which is responsible for meeting the requirements of the RESTORE Act to develop a State Expenditure Plan for economic and environmental recovery of the Gulf coast in Florida following the Deepwater Horizon oil spill.

D. EXHIBITS AND RESOURCES

The following resources are listed for informational purposes to assist firms in preparing responses. To download copies of the following resources, follow the link provided or go to the Leon County website at www.leoncountyfl.gov/ProcurementConnect.

1. RESTORE ACT
2. Interlocal Agreement Establishing the Gulf Consortium
3. Memorandum of Understanding between the Gulf Consortium and Florida Governor Rick Scott
4. Applicable U.S. Treasury Rules
5. Applicable Restoration Council Rules and Releases
6. The Consortium's Purchasing Policy for Legal Services
7. Initial Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy by the Gulf Coast Ecosystem Restoration Council (August 2013)
8. Gulf Consortium's Planning State Expenditure Plan, as submitted to the Restoration Council

II. DEFINITIONS

- A. "Addendum" is a written document used to expand or more fully explain the terms of a bid instrument including an Invitation to Negotiate. An addendum is not a contract "Amendment."
- B. "Board" means the Board of Directors of the Consortium.
- C. "Consortium" means the Gulf Consortium created by the Interlocal Agreement.
- D. "Contractor" means any person having a contract with the Consortium.
- E. "Designee" means a duly authorized representative of a person holding a superior position. In the case of the Manager, the term "Designee" includes, but is not limited to, the Purchasing Director of Leon County.
- F. "Firm" means any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, business or any other private legal entity.
- G. "Intended Decision" means a written notice that states the Firm to whom the Consortium intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision is posted on the Leon County website and on the Public Notice board in the Leon County Purchasing Division.
- H. "Manager" and "Consortium Manager" mean the Manager or Interim Manager of the Consortium, or his designee.
- I. "Plan Holder" or "Registered Plan Holder" means a firm, business, or individual who has either downloaded or requested a copy of the solicitation document from the Purchasing Director or the Leon County purchasing website.
- J. "Purchasing Director" means the Leon County employee duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the purchasing policies of the Board of County Commissioners of Leon County.
- K. "RESTORE Act" means the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 adopted by the United States Congress in Public Law 112-141 and signed by the President.
- L. "State Expenditure Plan" means the Florida Plan required by the RESTORE Act to be developed by the Gulf Consortium and submitted for approval to the Gulf Coast Ecosystem Restoration Council for funding projects, programs and activities that will improve the ecosystems or economy of the Gulf Coast Region, under the Spill Impact Component.

III. GENERAL INSTRUCTIONS

A. Schedule of Events:

Below in Table 1 is the current schedule of the events that will take place as part of this RFP process (**Schedule of Events**). Leon County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/ProcurementConnect>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices> and <http://www.leoncountyfl.gov/ProcurementConnect>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
March 27, 2015	Release of the RFP
April 10, 2015, 2015 - Not later than: 5:00 p.m. Eastern Time	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the RFP must be received by Leon County
April 23, 2015 - Not later than: 2:00 p.m. Eastern Time	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
June 19, 2015	Anticipated Date of Consortium Board of Directors consideration of Evaluation Team recommendation

- B. Information, Communication, and Addenda: Any questions concerning this RFP process, required submittals, evaluation criteria, Schedule of Events, and selection process shall be directed via e-mail to Shelly Kelley (at kelleys@leoncountyfl.gov) AND Don Tobin (at tobind@leoncountyfl.gov). Firms are required to send such requests to both representatives.

Each Respondent shall examine the RFP documents carefully; and, no later than the date and time identified in the Schedule of Events as the Questions/Inquiries Deadline, he or she shall make a written request to Leon County for interpretations or corrections of any ambiguity, inconsistency or error which he or she may discover. Such request shall be directed via e-mail to Shelly Kelley (at kelleys@leoncountyfl.gov) AND Don Tobin (at tobind@leoncountyfl.gov). **Firms are required to send such requests to both representatives.**

All interpretations or corrections will be issued as addenda. Leon County and the Consortium will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the Respondent as a result of any discussions with any Leon County employee or Consortium representative prior to the opening of the Proposals. Only those communications which are in writing from the Purchasing Director may be considered as a duly authorized expression on the behalf of the County and Consortium. Also, only communications from a Respondent which are in writing and signed will be recognized by the County and Consortium as duly authorized expressions on behalf of a Respondent.

Also, only communications from Respondents which are in writing and signed will be recognized as duly authorized expressions on behalf of Respondents.

- C. Prohibited Communications: Any form of communication, except as otherwise authorized in this RFP, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person’s representative seeking an award from such competitive solicitation; and

2. A County Commissioner or Commissioner's staff, or a county employee authorized to act on behalf of the Commission; a Director, Alternate, or Ex-official Member of the Gulf Consortium Board of Directors, the Consortium Manager or General Counsel or any employee of the Manager or General Counsel; or a member of the Evaluation Team or Negotiation Team.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication restriction shall be in effect commencing as of the release of the RFP and terminate at the time the Consortium awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before the Evaluation Teams, contract negotiations during any public meetings, presentations made to the Consortium, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between the Consortium Manager and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and the Consortium Manager.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Purchasing Division at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. Firm/Vendor Registration: Firms who obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division via ProcurementConnect (www.leoncountyfl.gov/ProcurementConnect) in order to be placed on the Registered Plan Holders list for the solicitation. This list is used for communications from the County to prospective Firms. Also, Firms should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document. Failure to register as a prospective Firm through the Purchasing Division or online through Procurement Connect may cause a firm's submittal to be rejected as non-responsive.

As a convenience to firms, Leon County has made available via the internet lists of all Registered Plan Holders for each invitation to bid, invitation to negotiate, or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/ProcurementConnect> by simply clicking the plan holder link at the bottom of the respective solicitation page. A listing of the registered firms with their telephone and fax numbers is designed to assist Firms in preparation of their responses.

- F. Proposal Deadline: **Proposals must arrive at the Leon County Purchasing Division at the above listed address by no later than the Opening Date (date and time) to be considered.**

- G. Receipt and Opening of Proposals: Proposals will be opened publicly, at the location, and at the date and time identified in the Schedule of Events as the Opening Date, and a tabulation sheet of the timely received Proposals shall be made public and will be posted on the Purchasing Division's Website at: <http://leoncountyfl.gov/ProcurementConnect>.

Proposals received by the Purchasing Division prior to Opening Date will be secured unopened until the Opening Date. The purchasing agent, whose duty it is to open the Proposals will decide when the time specified as the Opening Date has arrived and no Proposals received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Proposal not properly addressed and identified on the outside of the envelope(s)/package(s), including the proposal number on the outside of the envelope/package. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

- H. Timely Delivery: It is the Respondent's responsibility to assure that their Proposal is delivered at the proper date, time and location. Proposals will not be received, opened, reviewed, or evaluated by the Purchasing Division after the Opening Date.
- I. Public Record: Sealed bids, Proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.
- J. Preparation Costs: Leon County and the Gulf Consortium are not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- K. Interviews: Firms responding to this RFP must be available for interviews by the Evaluation Team, Leon County staff, and/or the Gulf Consortium Board of Directors. Although it is not yet known whether interviews will be held.
- L. Preparation and Changes: Proposals must be typed or printed in ink. All corrections made by the Respondent prior to the Opening Date must be initialed and dated by the Respondent. No changes or corrections will be allowed after the Opening Date, or after Proposals are opened.
- M. Reservation of Rights: Leon County and/or the Gulf Consortium reserve the right to reject any and/or all Proposals, in whole or in part, when such rejection is in the best interest of Leon County and/or the Gulf Consortium. Further, the County/Consortium reserves the right to withdraw this solicitation at any time prior to final award of contract.
- N. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. **By submission of a Proposal in response to this document, the Respondent certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.**

- O. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- P. Licenses and Registrations. The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the response. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the response being determined as non-responsive.

- Q. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/ProcurementConnect>. It is the responsibility of the Respondent, prior to submission of any Proposal, to check the above website to verify any addenda issued. The receipt of all addenda must be acknowledged on the Proposal Response Cover Sheet.
- R. Award of RFP, Notice of Intended Decision and Protest: An award will be made as soon as possible to the responsive, responsible Respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The Consortium reserves the right to waive any informality in Proposals and to award a Proposal in whole or in part when either or both conditions are in the best interest of the Gulf Consortium.
1. Notice of the Intended Decision will be posted on the Leon County website at: <http://leoncountyfl.gov/ProcurementConnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, solicitation procedure, or the evaluation of the solicitation. Such notice of intent of solicitation protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.
 2. A Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The Firm shall be responsible for inquiring as to any and all award recommendation and postings.

3. Should concerns or discrepancies arise during the solicitation process, Firms are encouraged to contact the Purchasing Division prior to the scheduled solicitation opening. Such matters will be addressed and remedied if necessary prior to a solicitation opening or award whenever practically possible. Firms are not to contact departments or divisions regarding the Firm's complaint.
- S. Errors and Omissions: Neither the County and its representatives nor the Consortium and its representatives shall be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful Respondent.
- T. Non-Collusion Affidavit: Any person submitting a Response to this RFP must execute the attached Non-Collusion Affidavit. If it is discovered that collusion exists among the Respondents, the Proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.
- U. Conflict of Interest: **Any attorney who is deemed to have a conflict of interest prohibited by the Florida Bar Rules or Chapter 112, Florida Statutes, shall be disqualified.**
- V. Unauthorized Aliens: The Contractor must agree that an unauthorized alien shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The Consortium shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Consortium. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- W. Agreement: After the solicitation award, the Consortium will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this solicitation. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of the Consortium of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the solicitation specifications.

IV. SCOPE OF SERVICES:

A. Minimum Eligibility Requirements

To be eligible for submission/consideration, Respondents must:

1. Be licensed to practice law in the State of Florida;
2. Be in good standing with the Florida Bar;

3. Respondent and the attorneys who comprise the Respondent's firm may not represent any member of the Gulf Consortium Board of Directors on any matter related to advocacy as to the member's securing of funding under the Spill Impact Component of the RESTORE Act or related to advocacy as to the selection and placement of projects and programs in the State Expenditure Plan. The Respondent's attorney, who is identified in the respondent's Proposal as the Gulf Consortium Board's General Counsel ("General Counsel"), must have engaged in the active practice of law for no less than five (5) consecutive years prior to the date of issuance of the Respondent's Proposal, with no less than two (2) years of experience representing governmental bodies, special districts or similar public entities; and
4. Not be excluded from submitting a Proposal due to a conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Background - Primary Legal Counsel, Supervision and Personnel

It is expected that the selected Respondent will be required to perform all services identified in the Scope of Work on a non-exclusive basis. In addition, it is expected that the selected Respondent will be asked to perform other services that may be duly assigned, authorized and relate to the operation of the Gulf Consortium. The selected Respondent will work in close coordination with members and the Manager of the Gulf Consortium.

C. Scope of Work

1. Provide legal opinions on Gulf Consortium matters, including, but not limited to, the Consortium's duties, powers, responsibilities and obligations under the following:
 - a. RESTORE Act;
 - b. Applicable US Treasury and Resotation Council Rules, Releases, and Guidelines
 - c. Chapter 163, Florida Statutes (Interlocal Cooperation Act)
 - d. Chapter 119, Florida Statutes (Public Records);
 - e. §286.011, Florida Statutes (Sunshine Law);
 - f. Chapter 112, Part III (Code of Ethics);
 - g. Roberts Rules of Order;
 - h. Parliamentary procedures;
 - i. Interpretation of applicable policy and legal documents; and,
 - j. Other laws, regulations and guidelines that apply to the functioning of the Gulf Consortium.
2. Attend all regular and special meetings of the Executive Committee and Board of Directors of the Gulf Consortium, which are currently held in various locations throughout the state, estimated to be approximately 15 times per year. The General Counsel is required to attend all of these meetings, except when unforeseen situations arise outside the control of the General

Counsel, in which case another of the Respondent's firm's attorneys may attend. Many of the Executive Committee meetings are conducted by way of conference call.

3. Perform follow-up activities as a result of matters addressed or considered during the Gulf Consortium Executive Committee and Board of Directors meetings at the request of the either the Executive Committee or the Board, as applicable. Either the General Counsel or another of the Respondent's firm's attorneys may perform these follow-up activities unless either the Executive Committee or the Board of the Consortium requests otherwise.
4. Provide legal opinions as may be reasonably requested by the Executive Committee or Board of Directors of the Consortium. Legal opinions will be provided in a summarized written format suitable for presentation to the Gulf Consortium and/or for incorporating into the Consortium's agenda. Either the General Counsel or another of the Respondent's firm's attorneys may provide the written legal opinions, however the General Counsel is responsible for the presentation of legal opinions at Executive Committee and Board of Directors Consortium meetings.
5. Provide telephonic legal consultation with the Chairman of the Consortium, members of the Gulf Consortium, the Manager of the Gulf Consortium, and others as directed by either the Executive Committee or the Board. Either the General Counsel or another of the Respondent's firm's attorneys may participate in these telephonic consultations.
6. Participate in the development and revisions of the Consortium's policy, procedures, and governing documents, at the request of the Executive Committee or the Board of the Gulf Consortium. Either the General Counsel or another of the Respondent's firm's attorneys may provide these services.
7. Monitor the status of the Gulf Consortium's activities, and be able to provide contemporaneous legal opinions during Consortium Executive Committee and Board of Directors meetings.
8. Respond to direct inquiries from members of the Gulf Consortium.
9. Provide litigation services to the Gulf Consortium, at the request and authorization of the either the Executive Committee or the Board of the Consortium.
10. Participate in contract reviews, negotiations, settlements, changes and protests at the request of the Executive Committee or the Board of the Consortium.
11. Participate with the Manager and the consultant engaged to assist in developing the SEP in periodic but regular meetings related to the development of the State Expenditure Plan, including but not limited to the implementation of the anticipated Planning Grant Award from the Restoration Council.
12. Provide additional services, as requested by the Gulf Consortium Executive Committee or Board of Directors.

V. REQUIRED SUBMITTALS

One ORIGINAL, five (5) copies and one electronic copy of the Response must be furnished on or before the Opening Date identified in the Schedule of Events. Responses will be retained as property of the

County. **The ORIGINAL of the reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding vendor (firm or individual)**, all other copies may be photocopies and should be printed double-sided. The contents of the response of the successful Firm will become part of the contractual obligations.

Proposals not received at the following location by the Opening Date will result in the determination that the Proposal is non-responsive, and Proposals found to be non-responsive shall not be considered. The responsibility for submitting the Proposal to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such Proposal by no later than the Opening Date, is solely that of the Respondent. Leon County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

**ADDRESS LOCATION: Board of County Commissioners
 Leon County Purchasing Division
 1800-3 North Blair Stone Road
 Tallahassee, FL 32308**

The Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable. As part of Leon County's sustainability program, Leon County is trying to reduce the excess packaging, binders, and waste associated with submittals.

The front of each Proposal envelope/container shall contain the following information for proper identification:

1. The name and address of the Respondent,
2. The letters "RFP" and the RFP number,
3. That this is a Proposal,
4. The time/date specified for the Opening Date for Proposals, and
5. The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3").

This RFP will be used as the instrument to solicit Proposals for Legal Services to Gulf Consortium. In order to maintain comparability and simplify the review and evaluation process, all Proposals submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the Proposal from consideration.

Be sure to follow and clearly mark each section of your Proposal according to the sections below.

A. Tab A – Firm Information and Transmittal Letter

This is a brief introductory section with a letter detailing the specific services being sought in the proposal. Present in brief, concise terms, a summary level description of the contents of the proposal and your firm and its capabilities. The Respondent must declare that the proposal is in all respects fair and in good faith without collusion or fraud. This section should also include the following:

1. Completed Proposal Response Cover Sheet Form (the Proposal Response Cover Sheet form is attached to this RFP).

2. Table of Contents: The table of contents should include a clear identification of the material included in the Proposal, by section and by page number.
 3. Letter of Transmittal:
 - a. Briefly summarize the key points of the Proposal including the Respondent's understanding of the work to be done.
 - b. Incorporate the following information:
 - i. Business address and office location.
 - ii. Name(s) of the persons who will be authorized to make representations for the Respondent, their titles, addresses, e-mail addresses, telephone and fax number.
 - iii. Telephone number, email address and fax number of the primary contact person.
 - iv. Address of the office that is to perform the work.
 - v. Federal Identification Tax Number or Social Security Number.
 - c. The signer of the Letter of Transmittal shall declare that:
 - i. The Respondent's attorney, who is identified in the Respondent's Proposal as the Gulf Consortium's General Counsel ("General Counsel") is licensed to practice law in the State of Florida, is in good standing with the Florida Bar, and has been engaged in the active practice of law for no less than five (5) consecutive years prior to the date of issuance of the Respondent's firm's Proposal, with no less than two (2) years of experience representing governmental bodies, special districts or similar public entities;
 - ii. The General Counsel will be the attorney who regularly attends all Management, Executive Committee and Board of Directors Gulf Consortium meetings and will be the primary legal representative for the Gulf Consortium;
 - iii. Respondent and the attorneys who comprise the Respondent's firm do not represent any member of the Gulf Consortium Board of Directors on any matter related to advocacy as to the member's securing of funding under the Spill Impact Component of the RESTORE Act or related to advocacy as to the selection and placement of projects and programs in the State Expenditure Plan at the time the Respondent's Proposal is submitted, and will not engage in any such representation on behalf of any member of the Gulf Consortium Board of Directors at any time during the term of any contact entered into as a result of this RFP;
 - iv. That the information submitted in the Proposal is in all respects fair and in good faith, without collusion or fraud; no principal (which includes officers, directors, or executives) is presently suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation on this transaction by any agency; and that the signer has the authority to bond the Respondent.
- B. Tab B – Account Responsibility and **General Counsel's** Experience, Demonstrated Ability and Location
1. Identify the contact person who will have account responsibility. Provide a statement as to such person's ability to speak and commit the firm in connection with any action required by the Gulf Consortium.
 2. Provide the name and title of the General Counsel.
 3. Provide the permanent business address for the General Counsel.
 4. Provide a resume for the General Counsel as an appendix.

5. Provide the number of years the General Counsel has been engaged in the active practice of law. Identify the General Counsel's experience representing local governmental bodies, advisory boards, or similar public entities.
6. Provide a straightforward, concise description of the capabilities of the General Counsel to satisfy the requirements of the RFP.
7. Provide information related to the General Counsel's workload and ability to assume new work.

C. Tab C – The **Responding Firm's** Experience, Demonstrated Ability and Performance Information

1. Provide a straightforward, concise description of the capabilities of the Respondent to satisfy the requirements of the RFP.
2. Provide information that clearly reflects the Respondent's experience in similar governmental contracts and demonstrates the Respondent's ability to provide the solicited legal services. Discuss experience only since 2005 and only for current members of the firm. Include experience working with Federal grants. For each account or activity being claimed as experience in a similar governmental contact provide a point of contact at the account, the annual value of the account, the duration of the contact and a brief explanation of service provided. (Limit to five pages).
3. Provide information related to the Respondent's organization and ability to assume new work (Limit to three pages).
 - a. Describe your firm including the organization. Compare the firm today as compared to three years ago.
 - b. Provide a table that reflects a current list of public entity clients. Include a point of contact and phone number for each.

D. Tab D – Responding Firm's Ability to Provide Support to the Gulf Consortium

1. Provide a written description of the following
 - a. Any litigation during the last five years involving the Respondent or any attorney listed in the Respondent's Proposal relating to professional services or in any way relating to the practice of law, including a summary of the disposition of such matter or matters;
 - b. A list of any grievances filed within the last five years against the Respondent or any attorney listed in the Respondent's Proposal with the Florida Bar or any regulatory or judicial body, including a summary of the disposition of such matter or matters;
 - c. Actual or potential conflicts of interest under the Code of Professional Responsibility relating to attorneys that Respondent may have in performing the services described in the RFP; and,
 - d. Describe ethical standards that are enforced by the Respondent that will ensure the firm's good faith performance of the services identified herein.
2. State whether or not your firm has current malpractice insurance. If your firm currently has malpractice insurance, state:
 - a. Name of carrier and policy number;
 - b. Effective dates of insurance;
 - c. Policy exclusions, if any; and
 - d. Current coverage amounts.
3. Provide all pertinent information regarding any and all litigation against your firm may have which may be affected under the representation and legal services to be provided to the Gulf Consortium. Should present or potential conflicts exist, specify the party with which there is a conflict, the

nature of the conflict, and whether the prospective counsel would or would not set aside or resign from the engagement or representation creating the conflict in favor of the Gulf Consortium.

- E. Tab E – Firm’s Fees and Expenses: State the General Counsel’s and any other attorneys of the Respondent anticipated to provide services to the Consortium hourly rate that the Gulf Consortium will be charged for the provision of the services identified in the section above entitled “Scope of Services” for year one, and for two one-year optional extensions as follows, indicating a monthly not to exceed amount for each time period.

As part of the Monthly Not-to-Exceed Rate, the Gulf Consortium will reimburse the General Counsel for actual costs and expenses (such as copying, long distance phone, travel) but not for general overhead. Travel expenses will be reimbursed at actual costs with the General Counsel (or other attorney) being reimbursed at thirty percent (30%) of the hourly rate for non-productive travel time.

The Monthly Not-to-Exceed amount shall include all services provided by the awarded firm, with the exemption of litigation and extraordinary projects or work. The cost for these types of work will be negotiated and mutually agreed upon by both parties, based upon the hourly rates listed below.

Contract Term	General Counsel’s Hourly Rate	Monthly Not-to-Exceed Rate
Year One	\$ /Hour	\$
Year Two (if contract extended)	\$ /Hour	\$
Year Three (if contract extended)	\$ /Hour	\$

- F. Tab F – Forms, Licenses, Registrations

Complete and provide the required forms, listed below. Provide a copy of all required licenses and registrations. The following forms are attached to, and by reference a part of, this RFP:

1. Proposal Response Cover Sheet
2. Equal Opportunity/Affirmative Action Statement
3. Insurance Certification Form
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
5. Affidavit Certification Immigration Laws
6. Non-Collusion Affidavit
7. Drug-Free Workplace Form

VI. SELECTION PROCESS

- A. Evaluation Committee: The Consortium Board of Directors shall appoint an Evaluation Committee composed of a minimum of three and a maximum of five members who will review and evaluate all timely received Proposals not otherwise found to be non-responsive.
- B. Evaluation Committee Meetings: Meetings of Evaluation Committee subsequent to the opening of the solicitation shall be subject to state law regarding public meeting requirements, including, but not limited to, those regarding a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the

competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. However, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Leon County Purchasing Division website at: www.leoncountyfl.gov/ProcurementConnect and in the Leon County Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

C. Steps in the Evaluation Process. The Evaluation Committee will proceed with its selection process as follows:

Step 1 Interested firms must submit their response to this solicitation to Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 at the time and date specified in the Calendar of Events.

Step 2 The Evaluation Committee will evaluate the replies received timely with the intention of ranking Proposals based upon the Rating System. The Evaluation Committee will evaluate each Proposal against the Evaluation Criteria, assigning points that will not exceed the maximum points allowed for each Evaluation Criteria. The total points given each Proposal will be totaled, and a ranking will be determined. The best qualified Respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Evaluation Criteria. The highest ranked Respondent will be the Respondent with the greatest number of rating points.

Step 3 Presentations and Interviews (Optional) – The Evaluation Committee may invite a short-listing of the best qualified Respondents (Short-Listed Respondents) for formal presentations and interviews with the Evaluation Committee. NOTE: If this option is selected, a posting of the selected shortlist will be posted as stated herein.

Step 4 Final Ranking

a. The final ranking for those Respondents that do not participate in Step Three – Presentations and Interviews – will be the rankings assigned as part of Step Two – Initial Ranking. If the Evaluation Committee does not pursue Step Three, then the Step Two rankings will be the final rankings for all Respondents.

b. The following process will also be followed if the Evaluation Committee pursues Step Three, and conducts formal presentations and interviews with the Short-Listed Respondents:

i. After conducting formal presentations and interviews with the Short-Listed Respondents, the Evaluation Committee shall utilize the Ordinal Process Rating System to rank the Short-Listed Respondents that participated in Step Three, and shall list those Short-Listed Respondents interviewed by the Evaluation Committee in order of preference.

ii. The Short-Listed Respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list.

iii. The most qualified Short-Listed Respondent that was interviewed by the

Evaluation Committee shall be listed as number 1, the second most qualified Short-Listed Respondent that was interviewed by the Evaluation Committee shall be listed as number 2, and so forth.

- c. The list of the best-qualified Respondents shall be forwarded to the Consortium Board of Directors for approval prior to beginning contract negotiations.

Step 5 Negotiation (if needed) - The Consortium Manager will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the Consortium determines is fair, competitive, and reasonable for said services. Should the Consortium be unable to negotiate a satisfactory contract with the first ranked firm, considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The Consortium may then undertake negotiations with the second most qualified firm (second ranked firm). Failing accord with the second most qualified firm, negotiations with the second ranked firm shall be formally terminated. The Consortium’s representative may then undertake negotiations with the third most qualified firm (third ranked firm). Failing accord with the third most qualified firm, negotiations with the third ranked firm shall be formally terminated. Should the Consortium be unable to negotiate a satisfactory contract with any of the selected firms, the Consortium may select additional firms to continue negotiations.

The Manager's recommendation of an acceptable negotiated contract will be presented to the Gulf Consortium Board of Directors for approval and execution.

- D. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations (“Rating System”):

Rating System	
Evaluation Criteria	Maximum Rating Points*
1. General Counsel’s Experience and Demonstrated Ability	25
2. Firm’s Past Experience, Demonstrated Ability and Performance	20
3. Firm’s Ability to Provide Support to the Gulf Consortium	15
4. Sufficiency of the Proposal	10
5. Firm’s Fee	30
Maximum Points Allowed	100
*Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria	

Definitions of the Evaluation Criteria are as follows:

- 1. General Counsel’s Experience and Demonstrated Ability: Shall consider General Counsel’s past experience in providing the same or similar type of service identified in this RFP for the Gulf Consortium; demonstrated ability to effectively and accurately communicate and work with the client; and the capacity to perform the tasks required in a timely and complete manner.

2. Firm’s Past Experience, Demonstrated Ability and Performance: Shall consider past experience of the firm in providing the same or similar type of services requested herein; the ability, capacity, and skill of the firm to perform the requested services on a timely basis; responses of the client references; and continuing direction and vision of the firm.
3. Firm’s Ability to Provide Support to the Gulf Consortium: Shall consider the firm’s business integrity and reliability that will assure the firm’s good faith performance of the services identified herein; the lack of actual or perceived conflicts of interest and the ability of the firm to provide legal opinions without outside influence from other clients; and the ability of the firm to be unbiased in their legal support.
4. Sufficiency of the Proposal: Shall consider demonstration of the firm’s understanding of the Gulf Consortium’s objectives, and the needs as stated herein; the firm’s approach to servicing the Gulf Consortium and the methods they will use to carry out their responsibilities; and compliance with the proposal preparation instructions and adequacy of information presented.
5. Firm’s Fee: This criterion considers the firm’s proposed average hourly rate for the General Counsel, over a three-year period (the average of the hourly rates for Year One, Year Two, and Year Three) and the Monthly Not-to-Exceed Amount.

1. The firm with the lowest three-year average hourly rate for the General Counsel will receive 15 points. Firms with greater three-year average hourly rates will receive fewer points, on a pro-rata basis, using the formula below:

$$\frac{L}{P} \times 15$$

Where:

L = Lowest three-year average hourly rate among all proposers

P = Proposer’s three-year average hourly rate

An example of how the Average Hourly Rate Points will be awarded follows:

Firms	General Counsel’s Proposed Average 3-Year Hourly Rate for the Gulf Consortium	Fee Points
Firm 1	\$120	12.50
Firm 2	\$115	13.04
Firm 3	\$100	15.00

2. The firm with the lowest Monthly Not-to-Exceed Amount for the General Counsel will receive 15 points. Firms with greater Monthly Not-to-Exceed Amounts will receive fewer points, on a pro-rata basis, using the formula below:

$$\frac{L}{P} \times 15$$

Where:

L = Lowest Monthly Not-to-Exceed Amount among all proposers

P = Proposer’s Monthly Not-to-Exceed Amount

An example of how the Monthly Not-to-Exceed Amount Points will be awarded follows:

Firms	General Counsel’s Proposed Monthly Not-to-Exceed Amount for the Gulf Consortium	Fee Points
Firm 1	\$3500	9.64
Firm 2	\$2250	15.00
Firm 3	\$2825	11.95

3. Each firm’s points for the average hourly rate and the monthly not-to exceed amount will be added together to determine the total cost points.

Firms	Average Hourly Rate Points	Monthly Not-to-Exceed Point	TOTAL Cost Points
Firm 1	12.50	9.64	22.14
Firm 2	13.04	15.00	28.04
Firm 3	15.00	11.95	26.95

E. Ordinal Scoring.

Each response will be reviewed by the Evaluation Team. Each of the evaluators will work independently using the evaluation criteria above. Each Team member will use the total point scores to rank the responses (i.e. highest point total = 1, 2nd highest = 2). The Purchasing Director or the Evaluation Committee Chair will calculate an average rank for each response, combining all rankings of the reviewers, and present them to the Evaluation Team.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

*In the event that multiple firms have the same raw point score point, the rank positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied at 180 raw points, so 3 + 4 = 7; 7 divided by 2 = 3.5. Each of the tied firms receives a rank of 3.5.

VII. CONTRACT PROVISIONS:

- A. Cancellation: The contract may be terminated by the Gulf Consortium without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Gulf Consortium may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The Gulf Consortium may retain/withhold payment for nonperformance if deemed appropriate to do so by the Consortium.

B. Audits, Records, and Records Retention: The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Consortium under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the Consortium, the contractor will cooperate with the Consortium to facilitate the duplication and transfer of any said records or documents during the required retention.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Consortium.
5. Persons duly authorized by the Consortium and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

C. Monitoring: To permit persons duly authorized by the Consortium to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and interview any clients and employees of the Contractor to assure the Consortium of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the Consortium will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of the contract. The Contractor will correct all noted deficiencies identified by the Consortium within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Consortium, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Consortium; and (3) the termination of this contract for cause.

D. Indemnification: The Contractor shall indemnify, defend and hold harmless the Consortium, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees.

The Consortium may, at its sole option, defend itself or require the successful Contractor to provide the defense. The successful contractor will agree to acknowledge that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the Consortium.

- E. Equal Opportunity/Affirmative Action Requirements: The Contractor and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the Contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

- F. Insurance: Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance - Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
 - b. Automobile Liability: \$1,000,000.00 Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
 - c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**
 - d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of \$1,000,000.00 Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
2. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the Consortium, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the

Consortium, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions - The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages (***Consortium is to be named as Additional Insured***).
 - i. The Consortium, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the Consortium, its officers, officials, employees or volunteers.
 - ii. The Contractor's insurance coverage shall be primary insurance as respects the Consortium, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Consortium, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Consortium, its officers, officials, employees or volunteers.
 - iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Companies issuing the insurance policy, or policies, shall have no recourse against the Consortium for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
 - b. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage - Contractor shall furnish the Consortium with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Consortium before work commences. The Consortium reserves the right to require complete, certified copies of all required insurance policies at any time.
6. Subcontractors - Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ETHICAL BUSINESS PRACTICES:

- A. Gratuities. It shall be unethical for any person to offer, give or agree to give any Gulf Consortium Board member or Consortium employee or agent, or for any Gulf Consortium Board member or Consortium employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- C. The Consortium reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Consortium may deny award or cancel the contract if it determines that unethical business practices were involved.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your Proposal prepared in response to the subject Request for Proposals (RFP).

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all Proposals in the best interest of Leon County.

Shelly Kelley, Leon County Purchasing Director

Christopher L. Holley, Interim Manager
Gulf Consortium

This solicitation response is submitted in response to the subject RFP by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto: Indicate Best Rating:
Indicate Best Financial Classification:

Professional Liability: Indicate Best Rating:
Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____

COUNTY OF _____

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

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____

in response to the Notice for Calling for Proposal for:

Legal Counsel Services for the Gulf Consortium and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

_____ PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Responder's Signature

Date

Gulf Consortium Executive Committee
March 19, 2015

Agenda Item 4.8(a)
Recommend Ratification of Planning State Expenditure Plan

Executive Summary:

Review and recommend that the Consortium Board of Directors ratify approval of the final Planning State Expenditure Plan for the Governor's submission to the Restoration Council.

Background:

The attachment is the final Planning State Expenditure Plan for the State of Florida, and has been prepared to meet or exceed the requirements for Planning State Expenditure Plans as set forth in the *Oil Spill Impact Component: State Expenditure Plan Guidelines prepared by the Gulf Coast Ecosystem Restoration Council* (December 2014) ("the Guidelines"), as well as the *Announcement for Spill Impact Component Planning Grants, Funding Opportunity #GCC-GRANT-SEP-15-001* (December 2014) ("the RFA").

In accordance with the direction provided in the Restoration Council published releases, the application process for Spill Impact Component planning grants is organized into two phases: 1) the submission of a Planning State Expenditure Plan by Florida's Restoration Council member (which will be approved by the Chairperson of the Council); and 2) the administrative application process for the planning grants, which includes the submission of all administrative grant application materials by the "eligible entities" (the Gulf Consortium is expressly defined as an "eligible entity" for these grants). This attachment begins the process of Phase I.

Once the Planning SEP is approved by the Restoration Council, then the Gulf Consortium can begin Phase II, the submission of the planning grant application.

The Consortium approved the Planning State Expenditure Plan, in substantially the form that was attached, at its January 21, 2015 meeting. As reported to the Board at that time, Consortium staff was having ongoing discussions with Restoration Council, DEP and Governor's Office staff. Additional information and processes for development and submission was requested.

Analysis:

The Guidelines and the RFA expressly articulate the requirements for the contents of the Planning SEP, as well as the process of approval. In order to meet the submission requirements and review criteria for the Planning SEP, the attached draft contains information that addresses the following:

- Selection of the Consultant Firm for the Development of the SEP

- The Proposed Planning Approach to the SEP Development
- Required Narrative Components:
 - The proposed planning activities are limited to the development of a comprehensive (final) SEP
 - That the SEP will contribute to the overall economic and ecological recovery of the Gulf Coast
 - That the SEP will take into consideration and will be consistent with the goals and objectives of the Restoration Council's Comprehensive Plan
 - That the Planning SEP will not include costs for infrastructure or engineering and environmental studies related to specific projects
- A proposed, estimated budget for the planning grant
- Financial Management
- Conflict of Interest

Of primary note on changes from the January 21 draft Planning SEP version to the final version attached is the estimated budget for the planning grant and the financial agent and SEP development management procurement processes. The presentation of these issues is on page 10 and 11, respectively, of the attached final Planning SEP.

Once the State of Florida, by way of the Governor, submits the Planning SEP to the Restoration Council, Council staff will conduct a review of the Planning SEP and submit a staff recommendation to the Council Chairperson for consideration. Within 60 days of the submission of the Planning SEP, the Council Chairperson will approve or disapprove the Planning SEP. That decision will be based on the completeness of the Planning SEP and on the criteria described above. The Chairperson will consider any comments received from a Council member on the Planning SEP as well as the recommendation of the Council staff.

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.

Recommendation:

Recommend that the Board ratify the final Planning State Expenditure Plan and its submission to the Governor for his delivery to the Restoration Council.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: March 11, 2015

Attachments

Final Planning SEP

Action Taken:

Motion to: _____, Made by: _____;

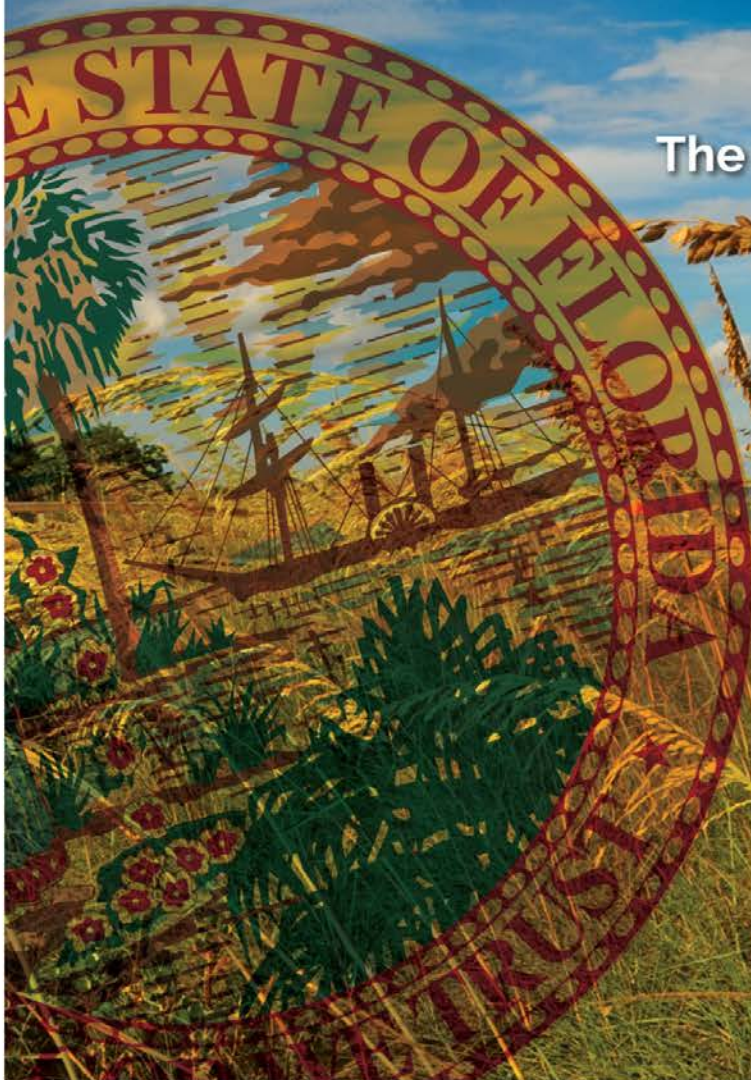
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



PLANNING STATE EXPENDITURE PLAN FOR THE STATE OF FLORIDA

Submitted to:
The Gulf Coast Ecosystem
Restoration Council



Prepared by:



**100 South Monroe Street
Tallahassee, FL 32301**



**4350 West Cypress Avenue
Suite 9050
Tampa, FL 33607**

Table of Contents

Section 1 – Executive Summary	3
Section 2 – Planning State Expenditure Plan Narrative	5
Selection of Consultant	5
Proposed Planning Approach.....	6
Phase I – Funding and Goal Setting.....	7
Phase II – Project Nomination	7
Phase III – Project Evaluation	7
Phase IV – FSEP Development	8
Public Involvement and Stakeholder Coordination.....	8
Planning Schedule.....	8
Planning Cost Estimate	9
Required Narrative Components A-D	9
A. Exclusive Purpose of Planning SEP	9
B. Economic and Ecological Recovery	10
C. Consistency with the Comprehensive Plan.....	10
D. Excluded Projects.....	10
Financial Management.....	10
Conflicts of Interest.....	11
Appendices.....	12

-Section 1- Executive Summary

Introduction

This document constitutes the Planning State Expenditure Plan for the State of Florida, and has been prepared to meet or exceed the requirements for Planning State Expenditure Plans as set forth in the *Oil Spill Impact Component: State Expenditure Plan Guidelines prepared by the Gulf Coast Ecosystem Restoration Council* (December, 2014), as well as the *Announcement for Spill Impact Component Planning Grants, Funding Opportunity #GCC-GRANT-SEP-15-001* (December, 2014). Pursuant to direction provided in these documents, 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 will be approved by the Chairperson of the Council; and 2) the administrative application process for the planning grants, which includes the submission of all administrative grant application materials by the eligible entities. This submittal addresses the requirements of the first phase.

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 1**. The Consortium's Board of Directors consists of one representative from each county government. 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

Chris Holley, Executive Director
Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301
T: (850) 922-4300
F: (850) 488-7501
Email: cholley@fl-counties.com

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 2**.

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 the consideration the Council's Comprehensive Plan and is consistent with the goals, objectives and commitments of the Comprehensive Plan.

-Section 2- Planning State Expenditure Plan Narrative

This document constitutes the Planning State Expenditure Plan for the State of Florida, and has been prepared to meet or exceed the requirements for Planning State Expenditure Plans as set forth in the *Oil Spill Impact Component: State Expenditure Plan Guidelines prepared by the Gulf Coast Ecosystem Restoration Council* (December, 2014), as well as the *Announcement for Spill Impact Component Planning Grants, Funding Opportunity #GCC-GRANT-SEP-15-001* (December, 2014), and additional guidance provided in communications with Council staff. Accordingly, the required information is organized under the following headings:

- Selection of Consultant;
- Proposed Planning Approach;
- Planning Schedule;
- Estimated Planning Costs;
- Required Narrative Components A-D;
- Financial Management; and
- Conflicts of Interest.

Selection of 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 (FSEP). 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.

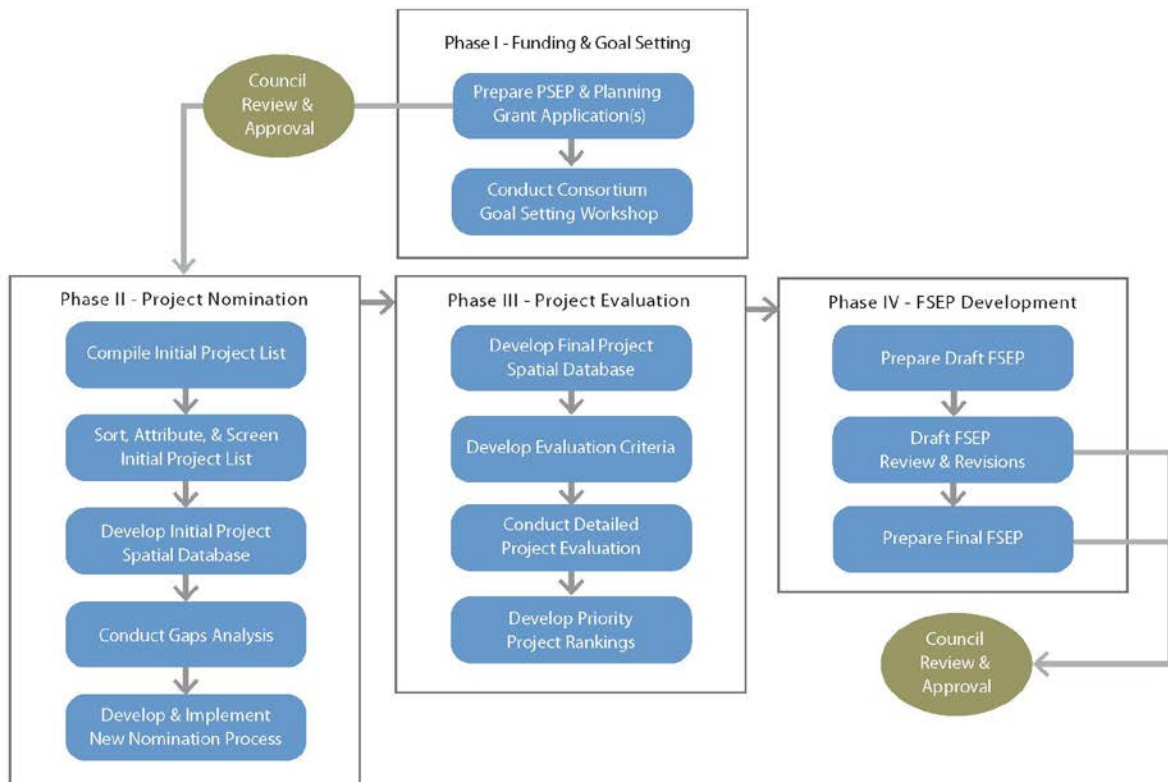
The first phase of the consultant selection process began with Leon County Purchasing issuing an Invitation to Negotiate (ITN) on behalf of the Consortium, followed by the selection of an independent and balanced consultant Evaluation Team that included five highly qualified professionals with diverse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

Proposed Planning Approach

The ESA consultant team has developed a comprehensive planning approach to developing the FSEP 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 FSEP will require an iterative and goal oriented process that integrates both technical analysis and production performed by the consultant team, as well as intensive public involvement and stakeholder coordination directed by the consultant team. The project flow diagram above shows both the sequence of the various project tasks and the interrelationships between them. The proposed planning effort is divided into four phases, and fourteen tasks. Public involvement and stakeholder coordination will be conducted throughout the entire project. The phases and associated tasks are summarized below.

Phase I – Funding and Goal Setting

In this phase the consultant team will prepare a Planning State Expenditure Plan (PSEP) to be submitted to the Council to secure approval of the planning approach, the use of planning funds, and other provisions including financial management and conflict of interest controls. Upon Council approval of the PSEP, the consultant team will prepare an administrative planning grant application, which will be reviewed by the Gulf Consortium Board and the Governor pursuant to the MOU process. Upon completion of these reviews, the consultant team, on behalf of the Consortium, shall submit the grant application to the Council for the purpose of securing funding for the development of the FSEP. Concurrent with Council review of the administrative planning grant application, the consultant team will begin work directly with the Consortium to define goals, objectives, guiding principles, and success measures for the FSEP that reflect Florida-specific priorities while still being consistent with the Council's Comprehensive Plan. This phase will include the following two tasks:

- Task 1 – Prepare PSEP and Planning Administrative Grant Application materials; and
- Task 2 – Conduct Consortium Goal Setting Workshop.

Phase II – Project Nomination

In this phase the consultant team will sort, screen, attribute, and map existing lists of projects compiled by the Florida Department of Environmental Protection. In addition, the consultant team will conduct a gaps analysis and develop a new open project nomination process that involves a project-specific website and an online portal for new project submittals. The gaps analysis will include a review and evaluation of other planning efforts including the Florida Department of Environmental Protection's Basin Management Action Plans and the Water Management's District's Surface Water Improvement & Management Plans. This phase will include the following five tasks:

- Task 3 – Compile Initial Project List;
- Task 4 – Sort, Attribute, & Screen Initial Project List;
- Task 5 – Develop Initial Project Spatial Database;
- Task 6 – Conduct Gaps Analysis; and
- Task 7 – Develop & Implement New Nomination Process.

Phase III - Project Evaluation

In this phase the consultant team will develop a final spatial database of all projects, programs, and activities submitted for consideration; and then will conduct a comprehensive, multi-level approach to project screening, evaluation, and ranking that includes eligibility, environmental

and economic attributes, and considers leveraging of various funding sources. This phase will include the following four tasks:

- Task 8 – Develop Final Project Spatial Database;
- Task 9 – Develop Evaluation Criteria;
- Task 10 – Conduct Detailed Project Evaluation; and
- Task 11 – Develop Priority Project Rankings.

Phase IV – FSEP Development

In this phase the consultant team will prepare a Draft FSEP document; coordinate document review, public comment, and revisions; and then prepare the Final FSEP document. This phase, per the MOU, will also include close coordination with the Governor and the Council to obtain document approval from both. This phase will include following three tasks:

- Task 12 - Prepare Draft Final FSEP;
- Task 13 - Review & Revisions; and
- Task 14 - Prepare Final FSEP.

Public Involvement and Stakeholder Coordination

A rigorous program of public involvement and stakeholder coordination will be conducted throughout all four phases of the development of the FSEP, and will be critical to the success of the planning effort. This program will include the establishment and direction of two adjunct advisory committees – the Technical Advisory Committee and the Economic Advisory Committee - as well as a broad based approach to public outreach involving social media and other communication tools.

Throughout the FSEP planning process, the consultant team will actively engage the Consortium for the review and approval of interim work products at key decision points during the FSEP development process, including the: setting of goals, objectives, guiding principles and FSEP success measures; selection of advisory committee members; initial project list; gaps analysis; new project nomination process; final project list; project evaluation criteria; draft and final priority project rankings; and draft and final FSEP documents.

Finally, the consultant team, through the Consortium, will regularly communicate with the Florida Governor, his designee on the Council, the Florida Department of Environmental Protection, the Water Management Districts, and other applicable state agencies to promote consistency among the entities related Gulf of Mexico ecosystem restoration planning efforts.

Planning Schedule

To fully incorporate the RESTORE Act’s criteria directing the development of projects, programs, and other activities to be included in the FSEP, as well as Council review and approval, 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 Florida State Expenditure Plan, pursuant to the planning approach summarized above.**

Planning Cost Estimate

The Consortium anticipates requesting a planning grant amount of **\$4,851,525** to cover contractual services and office space. This amount includes pre-award costs incurred from August 22, 2014 to June 1, 2015, as well as anticipated post-award costs to be incurred over the two year planning horizon. The table below provides an itemized breakdown of this planning cost estimate.

Category		Pre-Award 8/22/14–6/1/15	Year 1	Year 2	Totals
Contractual	Consultant services – planning and SEP development	\$15,000	\$1,108,675	\$1,108,675	\$2,232,350
	Consultant services - conceptual design and feasibility studies	\$0	\$0	\$1,000,000	\$1,000,000
	Planning development management services for SEP development	\$106,875	\$250,000	\$250,000	\$606,875
	Legal services	\$142,700	\$250,000	\$250,000	\$642,700
	Procurement of SEP consultant	\$15,000	\$0	\$0	\$15,000
	Leon County grant and financial management services (via Interlocal Agreement)	\$0	\$100,000	\$100,000	\$200,000
	Independent audit services	\$0	\$25,000	\$25,000	\$50,000
	A/V and meeting room rental	\$4,500	\$40,000	\$40,000	\$84,500
Other	Office space	\$5,700	\$7,200	\$7,200	\$20,100
Totals		\$289,775	\$1,780,875	\$2,780,875	\$4,851,525

Upon approval of the Planning State Expenditure Plan by the Council Chairperson, a more detailed description of the planning work effort, project schedule, and resource budgets will be provided as part of the Consortium's administrative grant application. Should the demands of developing the FSEP justify additional planning funds, it is the understanding of the Consortium that its administrative grant application could be amended or supplemented to request such additional funds.

Required Narrative Components A-D

A. Exclusive Purpose of the Planning State Expenditure Plan

This Planning State Expenditure Plan deals exclusively with the development of the State Expenditure Plan for the State of Florida. The sole purpose of this submittal is to inform the Council of the Gulf Consortium's intent to develop the Florida State Expenditure Plan, and its proposed approach and methodologies for doing so. In addition, it is expected that this Planning State Expenditure Plan (Phase I) will provide the basis for a subsequent request for an administrative grant application (Phase II) to the Council. **The Consortium hereby certifies that the planning funds granted by the Council to the Consortium will be used solely to support the development of the Florida State Expenditure Plan (defined as an eligible activity in 33 U.S.C. § 1321(t)(1)(B)(i)(VIII)), and may include conceptual design and feasibility studies related to specific projects.**

B. Economic and Ecological Recovery

The RESTORE Act establishes the Gulf Coast Ecosystem Restoration Council's primary responsibility as restoration of the economy and ecology of the Gulf Coast Region. Therefore, the Consortium will adopt ecological and economy recovery as the overarching standard for all projects that will be included in the Florida State Expenditure Plan. In addition, the Florida State Expenditure Plan will be prepared in such a manner that it is fully consistent with the criteria set out in the RESTORE Act.

C. Consistency with the Comprehensive Plan

The Gulf Consortium and its planning consultant team are very knowledgeable of the various aspects of the RESTORE Act, especially the Spill Impact Component and related rulemaking. It is fully understood that the Florida State Expenditure Plan must be developed in a manner that is consistent with the criteria set out in the RESTORE Act, which includes consistency with the goals and objectives of the Council's Comprehensive Plan.

The Council adopted five overarching goals in its Comprehensive Plan. Furthermore, the Council adopted seven objectives in its Comprehensive Plan that provide greater detail with respect to the specific types of projects and intended outcomes that should be promoted in State Expenditure Plans. The Florida State Expenditure Plan will be fully compliant with these goals and objectives.

Beyond the five overarching goals and seven objectives, the Council has also defined five commitments to direct the development of projects, programs, and other activities under its purview, including both the Council's Final Comprehensive Plan as well as State Expenditure Plans. The Florida State Expenditure Plan will be fully compliant with those commitments.

D. Excluded Projects

As stated in Component A above, planning funds granted by the Council to the Consortium will be used solely to support the development of the Florida State Expenditure Plan (defined as an eligible activity in 33 U.S.C. § 1321(t)(1)(B)(i)(VIII)), and may include conceptual design and feasibility studies related to specific projects. **The Consortium hereby certifies that the planning funds granted by the Council to the Consortium to support the development of the Florida State Expenditure Plan will expressly not be used for infrastructure improvements or engineering and environmental studies related to specific projects.**

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. The Consortium intends to competitively procure planning development management services and legal services to develop the SEP on a permanent basis. In addition, a working relationship between the Consortium and Leon County 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 the procurement of all goods and services the Consortium may need, including procurement of the planning development management services and legal services. Copies of the Interlocal Agreements with Leon County are attached in **Appendix 3**.

The Consortium is in the process of expanding the Interlocal Agreement with Leon County and entering into a new Interlocal Agreement with the Leon County Clerk, to provide the financial management infrastructure for RESTORE Act grant funding to include the following services:

- Fiscal management functions;
- General ledger accounting;
- Budgeting; and
- Auditing.

The Consortium anticipates finalizing the Interlocal Agreements for grant and financial management services prior to the submission of the planning grant application to the Council. 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's Governmental Fund audited financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

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 4**. 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 5**.

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.

Appendices

Appendix 1

Interlocal Agreement Relating to the Establishment of the Gulf Consortium

Appendix 2

Memorandum of Understanding between the State of Florida and the Gulf Consortium

Appendix 3

Interlocal Agreements between Leon County, Florida and the Gulf Consortium

Appendix 4

The Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes

Appendix 5

Conflict of Interest Form executed by members of the Consortium's Evaluation Team for the selection of the State Expenditure Plan Consultant

**Gulf Consortium Executive Committee
March 19, 2015**

**Agenda Item 4.8(b)
Update on Planning Grant Application**

Executive Summary:

This agenda item provides an update on the Planning Grant Application process.

Background:

Once the Planning State Expenditure Plan is submitted to the Restoration Council for approval, the Council has a 60-day review period. Once approved, the Consortium then has 30 days to submit a planning grant application. Because that date may fall just before or just after the regularly scheduled June Board meeting, Consortium staff asked the ESA consultant team to begin assembling the data and information necessary to complete the planning grant application. That effort is underway and the consultant team member, Langton Association, is currently pursuing the preparation of a grant application that is consistent with the Planning SEP, the PSEP proposed budget, the PSEP's procurement explanation of grants management, fiscal agent, permanent general counsel and, permanent management services.

Fiscal Impact:

See agenda item 4.8(a).

Recommendation:

No action required at this time.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: March 11, 2015

Gulf Consortium Executive Committee
March 19, 2015

Agenda Item 4.9
Recommend Approval for Task 2 of the ESA Contract for
Development of State Expenditure Plan

Executive Summary:

This agenda item seeks a recommendation from the Executive Committee that the Board approve the attached Task Order 2, to authorize the development of the Planning State Expenditure Plan and the preparation of the planning and facilitation of a goal setting workshop for the full Board of the Gulf Consortium

Background:

In their proposal the ESA consultant team proposed conducting a goal setting workshop with the Gulf Consortium Board of Directors as the second task in Phase I of the SEP planning process. The purpose of the goal setting workshop is to define Florida-specific goals and objectives, commitments and guiding principles, measures of success, and other priorities to reach a general consensus prior to commencing with the development of the SEP to avoid potential conflicts later in the process. This agenda item is requesting approval of Task Order #2 authorizing the ESA consultant team to complete this task.

Analysis:

Although guidance provided by the Council defines federal consistency requirements for State Expenditure Plans, there is a great deal of flexibility in how the Florida SEP can be developed, as well as its focus and content. The Consortium has the opportunity to ensure that the SEP accommodates the diverse character, interests, and priorities of each of the member counties.

The objective of this Task Order #2 is to conduct a facilitated one-day workshop with the Gulf Consortium Board of Directors to define Florida-specific goals and objectives, commitments and guiding principles, measures of success, and priority considerations for the public involvement program and project screening for the Florida SEP.

Consortium staff is recommending that the workshop be held on August 26, 2015, in conjunction with the FAC Board of Directors Leadership Summit and the FAC Policy Conference to be held in Pinellas County.

Options:

Further discussion on the proposed goal setting workshop and revisions to Task Order #2.

Fiscal Impact:

Under Task Order 2, ESA agrees to conduct the goal setting workshop and prepare all associated deliverables for a lump sum fee of \$21,560. The fee is consistent with the Consultants proposal submitted in response to the RBAFO. Pursuant to the master agreement with ESA, payment is contingent upon the Consortium receiving federal funds.

Recommendation:

Recommend that the Board approve Task Order #2 for execution by the Chairman and the Consultant.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: March 11, 2015

Attachments

Task Order #2.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**GULF CONSORTIUM AND ENVIRONMENTAL SCIENCE ASSOCIATES
AGREEMENT FOR CONSULTANT SERVICES
FOR STATE EXPENDITURE PLAN**

Task Order #2

Gulf Consortium Goal Setting Workshop

WHEREAS, the Gulf Consortium (Consortium) and Environmental Science Associates (Consultant) entered into an agreement for consultant services for the State Expenditure Plan (Agreement);

WHEREAS, the Agreement requires a written task order to be issued by the Consortium for work to be performed by ESA; and

WHEREAS, the Consortium desires the Consultant to conduct a goal setting workshop as described herein to assist in the development and adoption of Florida's State Expenditure Plan.

NOW, THEREFORE, the Parties agree to Task Order #2 as follows:

Background

Substantial guidance has been developed to direct the preparation of State Expenditure Plans (SEPs) for the Spill Impact Component. First, the RESTORE Act defined eleven categories of projects, programs and activities that are eligible for funding. Second, in its Initial Comprehensive Plan the Restoration Council adopted five overarching goals and seven objectives with which State Expenditure Plans must be consistent. Third, the Council also adopted five commitments and guiding principles to direct the development of its own Comprehensive Plan as well as State Expenditure Plans. Fourth, the Memorandum of Understanding between the Consortium and the Governor (MOU) establishes a selection process that includes, at a minimum, a review for consistency with the applicable laws and rules; prioritization based on criteria established by the Consortium; consideration of public comments; review by State agencies coordinated by the Florida Department of Environmental Protection; and approval by an affirmative vote of at least a majority of the Directors.

Although this guidance framework defines consistency requirements, there still remains a great deal of flexibility in how the Florida SEP is developed, as well as its focus and content. The Consortium has the opportunity to ensure that the SEP accommodates the diverse character, interests, and priorities of the member counties. Compared to State-directed planning processes being implemented in the other Gulf Coast states, the Consortium has the unique opportunity and ability to direct the development of a Florida SEP that fully reflects the diverse range of resources and interests among the 23 member counties rather than a top down vision.

The objective of this Task Order #2 is to conduct and report on a facilitated full day (8 hour) workshop with the Gulf Consortium Board of Directors to review the Florida-specific goals and objectives, commitments and guiding principles, define broad project considerations for the Florida SEP, and refine the planning process including key decision points, the selection of

advisory committee membership, regional delineations for the public involvement process, and initial project screening criteria.

Scope of Work

The Consultant shall plan and facilitate a one-day goal setting workshop with the Gulf Consortium Board of Directors. The workshop agenda is anticipated to include the following:

- Review of the RESTORE Act provisions related to the Spill Impact Component and SEPs.
- Review and discussion of the Restoration Council's goals and objectives, followed by the development of Florida-specific goals, objectives, and measures of success for the Florida SEP.
- Review and discussion of the Restoration Council's commitments and guiding principles, followed by the development of Florida-specific commitments and guiding principles including but not limited to:
 - Appropriate balance of the various types of projects, programs and activities that are eligible for RESTORE Act funding; and
 - Appropriate geographic balance of eligible projects, programs and activities among regions, counties, major watersheds, etc.
- Review and discussion of the Florida SEP planning process including:
 - Key decision points for the Consortium's review and approval of interim SEP work products;
 - Priority considerations for the SEP public involvement program including appropriate regional delineations for stakeholder coordination;
 - Appropriate membership of the Economic Advisory Committee and Technical Advisory Committee; and
 - Priority considerations for SEP screening criteria for eligible projects, programs and activities.

Schedule

It is anticipated that the one-day goal setting workshop can be conducted on Wednesday, August 26, 2015 in advance of the regularly scheduled Florida Association of Counties Policy Conference and Board of Directors Leadership Summit in Pinellas County.

Deliverables

The deliverables for this Task Order #2 include the following:

- Preparation of the agenda, handout materials, presentations, etc. provided to the Board of Directors at least two-weeks in advance of the workshop; and
- Preparation of a written workshop summary report describing the workshop agenda, process, key discussion points, and final conclusions and recommendations.

Compensation

Compensation of the Consultant for this and future task orders shall be contingent upon receipt of planning grant funds from the Council. The Consultant shall be compensated for work conducted under this task order a lump sum amount of **\$21,560** upon completion of the workshop and approval of the deliverables.

WHERETO, the Parties have set their hands and seals effective the date whereon the last party executes this Agreement.

GULF CONSORTIUM

ENVIRONMENTAL SCIENCE ASSOCIATES

By: _____

By: _____
President or designee

Date: _____

Title: _____

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