



**Gulf Consortium Agenda  
April 21 2016, 2:00 p.m. Eastern  
Frederick Karl Center  
601 E. Kennedy Boulevard  
26<sup>th</sup> Floor, Conference Rooms A & B  
Tampa, Hillsborough County, Florida  
1-888-670-3525  
Participant Passcode: 998 449 5298#**

1. Call to Order
2. Pledge
3. Public Comment
4. Opening Remarks
5. Approval of November 18, 2015 Board Meeting Minutes
6. Update on RESTORE, NRDA and Consent Decree  
Phil Coram  
Gareth Leonard, Esq.  
Florida Department of Environmental Protection
7. U.S. Treasury Update: Pot 1, Direct Allocation
8. Update on Environmental Impact of Oil Spill and Water Quality  
Steven Murawski, Ph.D.  
University of South Florida  
College of Marine Science
9. Update on Economic Impact and Restoration from the Oil Spill  
Institute of Food & Agricultural Science (invited)  
University of Florida
10. Revised Process for State Expenditure Plan and Approval of Next Steps  
Doug Robison  
Environmental Science Associates



11. ESA Agreement Amendment and Next Work Orders
  - 11.1 Amendment to and Approval of Environmental Science Associates Agreement
  - 11.2 Approval of Work Order # 4 for Phase II/Task 3 (County Visits)
  - 11.3 Approval of Work Order # 5 for Task 15 (Grant Administration)
  
12. Approval of Revised Planning Grant Application
  - Mike Langton
  - Lisa King
  - Langton Associates
  
13. 2016 Officer Elections
  
14. Receive FY 2014-2015 Independent Financial Audit Results
  
15. New Business
  
16. Public Comment
  
17. Upcoming 2016 Meetings
  - Full Board of Directors**  
Tuesday, June 28, 2016, 1:00 pm, ET  
*Hyatt Regency Orlando, Orange County*  
*Florida A Ballroom, Tentative*
  
  - Tuesday, September 13, 2016, 3:00 pm, ET  
*Hutchinson Island, Martin County*
  
  - Friday, December 2, 2016, 10:00 am, ET  
*Buena Vista Palace, Orange County*
  
18. Adjourn

**Gulf Consortium Directors, Alternates and Governor's Appointees  
2016**

<b>County</b>	<b>Director and Alternate</b>
Bay	Comm Guy Tunnell, 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 Gary McAlpin, 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; Restore Council Coordinator, Alan Pierce, Alternate
Gulf	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; Kurt Harclerode, 2nd Alternate
Levy	Comm John Meeks, Director; County Coordinator Tisha Whitehurst, Restore/Grants Coordinator, Alternate
Manatee	Comm Carol Whitmore, Director; Charlie Hunsicker, Natural Resources Dept., Alternate
Monroe	Commissioner George Neugent, Director; Comm David Rice, Alternate
Okaloosa	Comm Carolyn Ketchel, Director; Alternate
Pasco	Comm Jack Mariano, Director; Comm Mike Wells, Alternate
Pinellas	John Morroni, 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

**Gulf Consortium Directors, Alternates and Governor's Appointees  
2016**

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



## Notice of Meeting/Workshop Hearing

### OTHER AGENCIES AND ORGANIZATIONS

#### Gulf Consortium

The Gulf Consortium announces a public meeting, to which all persons are invited.

DATE AND TIME: April 21, 2016, 2:00 pm, ET

PLACE: Frederick Karl Center, 601 E. Kennedy Boulevard, 26th Floor, Conference Rooms A & B, Tampa, Hillsborough County, Florida

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Board of Directors of the Gulf Consortium will meet to discuss the progress of the planning grant application; officer elections for 2016; development of the State Expenditure Plan; FY 2014/2015 Independent Financial Audit report; and conduct other business.

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

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 5  
Approval of November 18, 2015  
Board of Directors Meeting Minutes**

**Statement of Issue:**

This agenda item proposes approval of the November 18, 2015 Board of Directors Meeting minutes.

**Options:**

- (1) Approve the November 18, 2015 minutes, as presented; or
- (2) Amend and then approve the November 18, 2015 minutes.

**Recommendation:**

Motion to approve the November 18, 2015 Board of Directors Meeting minutes, as presented.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

**Attachment:**

Draft 11/18/15 Board of Directors Meeting Minutes

**Action Taken:**

Motion to: \_\_\_\_\_, Made by: \_\_\_\_\_;

Seconded by: \_\_\_\_\_.

Approved\_\_\_\_; Approved as amended\_\_\_\_; Defeated\_\_\_\_\_.

**Gulf Consortium Meeting  
November 18, 2015, 9:00 a.m. (ET)  
Omni Amelia Island Plantation  
39 Beach Lagoon Road  
Amelia Island, Nassau County, Florida**

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**Board Members in Attendance:** Commissioner Mike Thomas (Bay), Commissioner Christopher Constance (Charlotte), Commissioner Scott Adams (Citrus), Gary McAlpin (Collier), Commissioner Grover Robinson (Escambia), Commissioner Cheryl Sanders (Franklin), Warren Yeager (Gulf), Commissioner Wayne Dukes (Hernando), Commissioner Betsy Barfield (Jefferson), Commissioner John Meeks (Levy), Commissioner Carol Whitmore (Manatee), Commissioner George Neugent (Monroe), Commissioner Kelly Windes (Okaloosa), Commissioner Jack Mariano (Pasco), Susan Latvala (Pinellas), Commissioner Rob Williamson (Santa Rosa), Commissioner Charles Hines (Sarasota), Commissioner Jim Moody (Taylor), Mr. David Edwards (Wakulla), Commissioner Sara Comander (Walton) Mr. Mike Sole and Mr. Neal Wade.

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**Agenda Item #1 – Call to Order**

Commissioner Grover Robinson (Escambia) called the meeting to order at 9:11 am (ET).

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**Agenda Item #3 – Public Comment**

Jessica Koelsch – National Wildlife Federation  
Chris Holley – Gulf County

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**Agenda Item #5 – Approval of August 26, 2015 Minutes**

Chairman Grover Robinson (Escambia) presented the minutes from the August 26, 2015 meeting of the Gulf Consortium. A motion to approve the minutes was presented by Commissioner Chris Constance (Charlotte) and seconded by Commissioner Betsy Barfield (Jefferson).

**ACTION: APPROVED**

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**Agenda Item #6 –DEP Update: RESTORE & NRDA**

Chairman Grover Robinson introduced Mimi Drew, Special Advisor to the FDEP Secretary, who gave a brief update on the status of Pot 2 funds. Chairman Robinson then introduced Phil Coram, FDEP, who presented to the Board a status update on projects submitted to the Restoration Council for consideration under Pot 2 of the RESTORE Act.

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**Agenda Item #7 –Gulf Consortium Comments to Proposed BP Consent Decree**

Ms. Sarah Bleakley, General Counsel, gave a brief overview of this agenda item which included a request to the Department of Justice to modify the proposed Consent Decree to include authorization for the Spill Impact Component payments to be accelerated through the issuance of debt by the Consortium with a pledge of the BP payments over the 15 year payout schedule. The Board had a question regarding bonding and, after response by Ms. Bleakley, a motion to approve the letter was made by Commissioner

Chris Constance (Charlotte) and seconded by Commissioner Wayne Dukes (Hernando). The motion passed unanimously.

**ACTION: APPROVED**

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**Agenda Item #8 –Planning Grant Application Update**

Ms. Ginger Delegal, Interim Manager, presented this agenda item to the Board and introduced Lisa King, with Langton Associates who gave an overview of the progress of the Planning Grant Application. There were no questions or comments by the Board and no action was required on this item.

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**Agenda Item #9 – 2016 Consortium Meeting Calendar**

Ms. Ginger Delegal, Interim Manager, gave an overview of this agenda item and went through each 2016 meeting date with the Board. There were no questions or comments by the Board and no action was required on this item.

**ACTION: APPROVED**

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**Agenda Item #10 – 2016 Officer Election Briefing**

Ms. Sarah Bleakley, General Counsel, gave a brief overview of this agenda item and went through the process by which the Consortium elects its officers annually. There were no questions and no action was required of the Board.

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**Agenda Item #11 – Discussion and Direction on Board Meeting Presentations: Scientists/Economists**

Ms. Ginger Delegal, Interim General Manager, presented this item to the Board and gave an overview of this agenda item, including the Executive Committee voting at its meeting of November 12, 2015 to bring this matter to the full Board for discussion purposes. After a lengthy Board discussion, a motion was made by Commissioner Chris Constance (Charlotte) and seconded by Commissioner Betsy Barfield (Jefferson) to have universities and economists local to the Gulf Consortium meetings present to the Board the most recent, relevant research and information on the health of the Gulf of Mexico and to direct staff to coordinate the presentations. The motion failed with 5 being in favor and 18 being opposed.

**ACTION: NOT APPROVED**

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**Agenda Item #12.1 – Approval of August 26, 2015 Workshop Minutes**

Chairman Grover Robinson (Escambia) presented the minutes from the August 26, 2015 workshop of the Gulf Consortium. A motion to approve the workshop minutes with the exception of the removing the section entitled “Discussion of Geographic Distribution of Projects,” was presented by Commissioner Chris Constance (Charlotte) and seconded by Commissioner John Meeks (Levy). The motion passed unanimously.

**ACTION: APPROVED**

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**Agenda Item #12.2 – Presentation of Report on August 26, 2015 Goal Setting Workshop**

Ms. Ginger Delegal, Interim Manager, presented this agenda item to the Board and introduced Doug Robison with Environmental Science Associates who gave an overview of the report on the Goal Setting Workshop. There was considerable Board discussion regarding the report and results of the workshop. No action was required on this item.

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**Agenda Item #12.3 – Action Items from August 26, 2015 Goal Setting Workshop**

Mr. Doug Robison with Environmental Science Associates gave an overview of the agenda item by presenting the three primary goals of the workshop: discuss and adopt a set of Florida-specific goals and objectives for the Florida State Expenditure Plan; discuss and debate preferences and various alternatives for a predetermined geographic allocation of Florida State Expenditure Plan funding; and, discuss and debate preferences and various alternatives for a predetermined project type allocation of Florida State Expenditure Plan funding for environmental vs. economic projects distribution report on the Goal Setting Workshop. There was a considerable lengthy Board discussion on all three primary goals.

With regard to the adoption of the State Expenditure Plan Goals and Objectives, Commissioner Charles Hines (Sarasota) made a motion to adopt the 8 goals and objectives as agreed upon at the August 26, 2015 Goal Setting Workshop. The motion was seconded by Carol Whitmore (Manatee) and passed unanimously.

**ACTION: APPROVED**

With regard to the adoption of the predetermined geographic allocation of Florida State Expenditure funding, a motion was made by Commissioner Carol Whitmore (Manatee) and seconded by Jack Mariano (Pasco), to support that each county get a share of Pot 3 for the purpose of funding projects so long as they are consistent with adopted objectives. The motion passed 22-1. A motion was then made by Commissioner George Neugent (Monroe) and seconded by Commissioner Scott Adams (Citrus) that the Gulf Consortium accept scenario 3, described as “Even Steven” (Attachment 1 to Minutes entitled “Memo Attachment 1: Pot 3 GEOGRAPHIC DISTRIBUTION SCENARIOS”) where every county gets the same amount of allocation of dollars for planning purposes. Said motion passed 11 to 7.

**ACTION: APPROVED**

With regard to the adoption of no predetermined funding allocations for environmental versus economic projects a motion was made by Chris Constance (Charlotte) and seconded by John Meeks (Levy) to adopt the consensus item that there is no predetermined funding allocations for environmental versus economic projects. The motion passed unanimously.

**ACTION: APPROVED**

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**Agenda Item #13 – Report of the Committee of 15**

Chairman Grover Robinson (Escambia) presented this item to the Board and recognized Susan Latvala as Chair of the Committee of 15. Ms. Latvala gave a summary of the meeting of the Committee of 15. Board discussion ensued with on the subject of the four criteria with respect to the State Expenditure Plan. A motion to approve the four criteria, as amended, was made by Commissioner Charles Hines (Sarasota) and seconded by Carol Whitmore (Manatee) as follows:

1. Put a plan together that the Governor will approve.
2. Regionalization and/or bundling of projects that would otherwise meet the established criteria.
3. Leverage of the money, when possible.
4. Every county shall have the ability to propose its allocation be used for Gulf Restoration as established by the criteria and objectives established by the Consortium.

Said motion passed 20 to 3.

**ACTION: APPROVED**

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**Agenda Item #14 – New Business**

Chairman Grover Robinson (Escambia) introduced an agenda item entitled Discussion and Direction on Committee Jurisdiction based on recent events and the Committee of 8 and 15 respective meetings. A draft Resolution has been prepared to address the authority and jurisdiction of the Consortium committees. After lengthy Board discussion, a motion to adopt the proposed Resolution was made by Commissioner Wayne Dukes (Hernando) and seconded by Carol Whitmore (Manatee). The motion passed

**ACTION: APPROVED**

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**Agenda Item #15 – Public Comment**

None.

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**Agenda Item #16 – Upcoming 2016 Meetings**

The next meeting of the Consortium Board of Directors will be held on February 4, 2016 at 8:30 am ET at the Florida Department of Environmental Protection Carr Building, Room 170, Tallahassee, Leon County.

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**Agenda Item #17 – Adjournment**

There being no further business, the Board adjourned at approximately 1:00 pm (ET).

Respectfully submitted,

Grover Robinson  
Chairman

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 6  
Update on RESTORE, NRDA and Consent Decree**

**Statement of Issue:**

Presentation by Florida's Department of Environmental Protection, updating the Consortium on Restoration Council activities under Pot 2 of the RESTORE Act, NRDA and the recently finalized Consent Decree.

**Background:**

Mr. Phil Coram, PE, the Administrator for the Florida Coastal Office with the Department of Environmental Protection will be presenting information for the Consortium on Restoration Council's Pot 2 activities, as well as other Deepwater Horizon matters, including NRDA.

Mr. Gareth Leonard, Esq., Assistant General Counsel, DEP, will be presenting information for the Consortium on the April 4, 2016 finalization of the Consent Decree among the Gulf Coast States, the U.S. Department of Justice, and BP Oil.

**Attachments:**

Power Point presentations will be provided at the meeting and available on the Consortium's website after the meeting.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 7  
U.S. Treasury Update: Pot 1, Direct Allocation**

**Statement of Issue:**

Update from U.S. Treasury on Pot 1, Direct Allocation.

**Background:**

The 23 Florida Gulf Coast counties will directly receive a distribution of the Clean Water Act fines under the RESTORE Act through the Direct Allocation Component (Pot 1). These same counties are the ones that compose the Gulf Consortium Board of Directors. However, U.S. Treasury is the federal agency tasked with administering Pot 1 whereas the Restoration Council administers Pot 3 (Spill Impact Component). The Gulf Consortium is now continually inviting U.S. Treasury representatives to present and provide information at Gulf Consortium meetings to facilitate communication and coordination. Because of pre-existing conflicts, Laurie McGilvray is unable to attend the meeting on April 2. She will be providing a written handout for the Board, however.

**Attachments:**

A handout will be distributed at the Board meeting and will be available on the Consortium website after the meeting.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016



**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 8  
Update on Environmental Impact of Oil Spill and Water Quality**

**Executive Summary:**

Presentation by Steven Murawski, Ph.D., University of South Florida, College of Marine Science

**Background:**

Due to considerable Board discussion in the past to have updates from scientists and/or economists with regard to long-term effects to the Gulf of Mexico from the oil spill and, due to the proximity of this Board meeting, Consortium staff and the ESA consultant team reached out to the University of South Florida, College of Marine Science who volunteered to give a short presentation to the Board.

**Attachments:**

CV of Steven Murawski, Ph.D. Supplemental material will be presented at the Board meeting and available on the Consortium website after the meeting.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

Steven A. Murawski, Ph.D.



*Steven A. Murawski, Ph.D. is Professor and the St. Petersburg Partnership - Peter Betzer Endowed Chair of Biological Oceanography at the University of South Florida, College of Marine Science in St. Petersburg, Florida.*

Dr. Murawski is a fishery biologist with 40 years of professional experience. He worked at NOAA for 35 years before coming to the University, where he retired as the Director of Scientific Programs and Chief Science Advisor for the National Marine Fisheries Service. Since coming to the Gulf of Mexico region he has been actively involved in assessing the environmental impacts of the *Deepwater Horizon* oil spill, and its implications for fisheries in the Gulf of Mexico. Murawski serves as Principal Investigator for the Center for Integrated Modeling and Analysis of Gulf Ecosystems (C-IMAGE) funded through the Gulf of Mexico Research Initiative. In addition to research on oil spill impacts, he and his graduate students have an active program to assess the status of fishery stocks and map their habitats in the Gulf of Mexico, with particular emphasis on reef fish stocks. This includes a program to develop new technologies focusing on the use of towed video camera systems. Dr. Murawski continues to be involved in international fisheries and marine science activities, recently serving a term as vice-president and current USA delegate to the International Council for the Exploration of the Seas (ICES). Additionally, he is a member of the National Academy of Science's Ocean Studies Board. He is an elected Fellow of the American Association for the Advancement of Science. He is the recipient of the Senior Executive Service Meritorious Service Award, conferred by President Obama, and the Department of Commerce Gold Medal, among other professional awards. His Ph.D. in Wildlife and Fisheries Biology was conferred in 1984 from the University of Massachusetts-Amherst

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 9  
Update on Economic Impact and Restoration from the Oil Spill**

**Executive Summary:**

Presentation by Institute of Food & Agricultural Science (IFAS), University of Florida.

**Background:**

Due to considerable Board discussion in the past to have updates from scientists and/or economists with regard to long-term effects to the Gulf of Mexico from the oil spill and, due to the proximity of this Board meeting, Consortium staff reached out to the Institute of Food & Agricultural Science, University of Florida who volunteered to give a short presentation to the Board.

**Attachments:**

Materials will be presented at the Board meeting and available on the Consortium website after the meeting.

**Prepared by:**

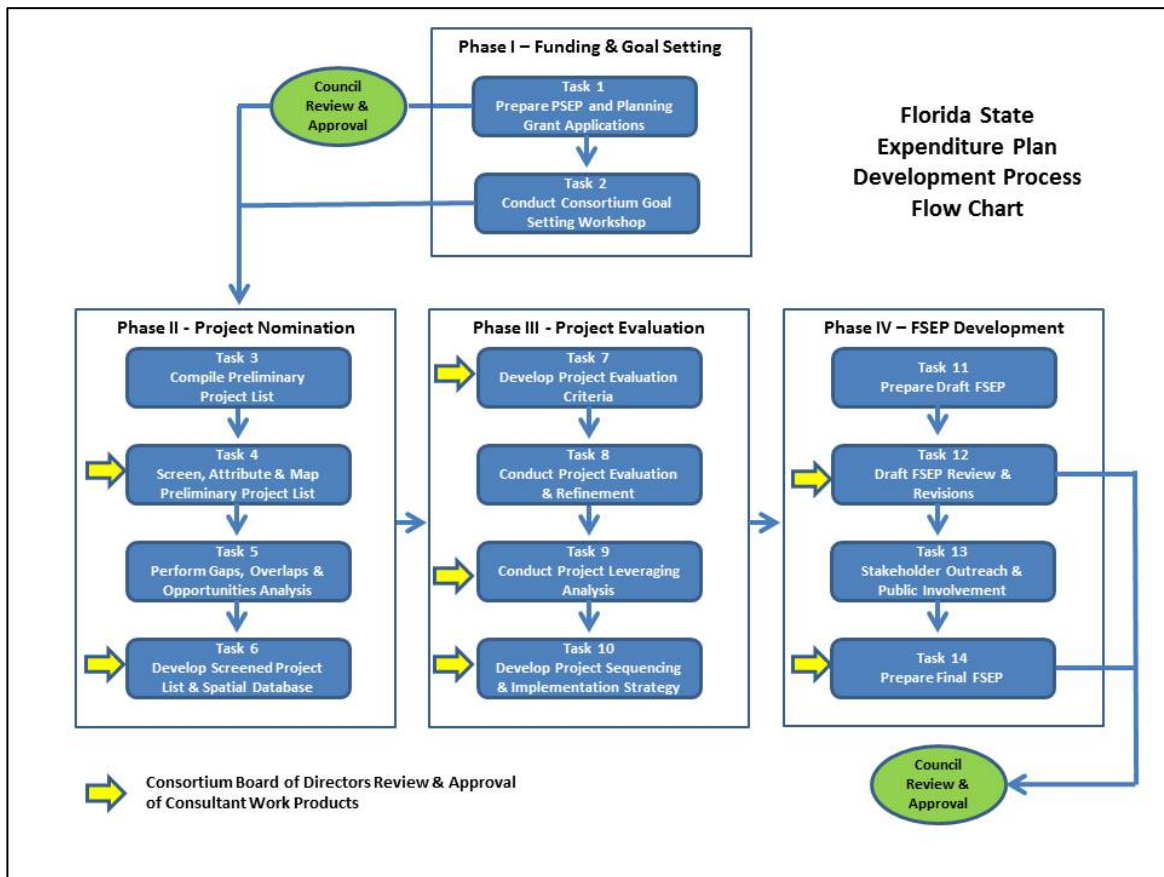
Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 10  
Revised Process for State Expenditure Plan and  
Approval of Next Steps**

**Background**

At the March 31, 2016 Executive Committee meeting Doug Robison, project manager of the ESA consultant team, presented an overview of proposed revisions to the FSEP development process shown in the project flow chart below.



At the March 31, 2016 meeting, the Executive Committee approved the revised FSEP development process depicted above and authorized the ESA consultant team to modify the Administrative Grant Application for planning grant funds to reflect this scope of work. The revised planning grant application and the revised ESA consultant team contract will be presented to the full Consortium at their April 21, 2016 meeting for review and approval.

With the completion of the Consortium Goal Setting Workshop, the approval of the revised FSEP development process, and the submittal of the revised Administrative Grant Application for planning grant funds, Phase I - Funding & Goal Setting will be complete. Upon approval of the planning grant by the Council the FSEP development process will move into Phase II - Project Nomination. What follows below is a brief description of the remaining work to be conducted under each task of the revised FSEP development process.

## **Phase II – Project Nomination**

### **Task 3 - Compile Preliminary Project List**

As specified in the Memorandum of Agreement (MOU) between the Consortium and the Governor, the Consortium must consult with the FDEP in the development and approval a “standard format” for submitting projects, programs and activities; and that said standard format must be consistent with the Florida Gulf of Mexico Project Submittal Form utilized by the FDEP. The ESA consultant team will consult with FDEP and develop a standard format project application for the counties to use in preparing and submitting their project concepts for compilation. It is anticipated that the project application will specify general screening criteria such as: 1) conformance with the RESTORE Act list eligible of activities; and 2) consistency with adopted goals, objectives and guiding principles.

The ESA consultant team will prepare and distribute project screening criteria, a standard format application form, and other guidance materials to each of the 23 counties to be utilized in development and submittal of their respective project concepts. Project concepts proposed by the individual counties could include the following.

- Projects identified as part of County Direct Component activities and associated local RESTORE Act committees.
- Projects identified in existing coastal resource and watershed management plans (e.g., National Estuary Program CCMPs; Water Management District SWIM Plans, etc.).
- Applicable County projects identified in Capital Improvement Programs or other County initiatives.

Following the distribution of standard format project application package to the counties the ESA consultant team will meet with individual counties, as requested, to assist them in developing and prioritizing project concepts. Upon submittal of project concepts from each of the counties, the ESA consultant team will compile

the preliminary project list which represents the first cut of project concepts for potential inclusion in the FSEP.

#### **Task 4 - Screen, Attribute and Map the Preliminary Project List**

The ESA consultant team will apply the screening criteria to the preliminary project list which may eliminate some projects that are not eligible for RESTORE Act funding or otherwise inconsistent with the goals, objectives and guiding principles adopted by the Consortium. The remaining projects will be attributed and converted into a spatial (GIS) database. Attribution will include such parameters as: project type; area affected by the project; project benefits; project costs; leveraging potential; project partners; etc. In addition, the screened preliminary project list will be digitized (e.g., project type; area affected; project cost; etc.) so that the full range and scope of the preliminary project list can be visually depicted in a map series. The screened preliminary project list will be summarized, mapped, and presented to the Consortium for discussion.

#### **Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis**

The ESA consultant team will conduct an analysis of the preliminary project list to determine if there are substantial gaps in geographic coverage or project type focus. In addition, this analysis will explore opportunities to combine similar nearby projects into larger single projects to improve cost-effectiveness, as well as opportunities to modify or enhance projects in ways that will increase leveraging potential and streamline regulatory approvals. This task will involve coordination with individual counties to modify and enhance their project concepts, as appropriate.

#### **Task 6 - Develop Screened Project List and Spatial Database**

Recommended revisions to the preliminary project list generated from Task 5 will be presented to the Consortium for discussion and approval. Based on input from the Consortium, the ESA consultant team will revise and update the initial project list and develop the screened project list and associated spatial database. The screened project list will be summarized and presented to the Consortium for discussion and approval. Upon Consortium approval, the screened project list will represent the universe of projects that will be taken into Phase III – Project Evaluation.

## **Phase III – Project Evaluation**

### **Task 7 - Develop Project Evaluation Criteria**

Based on the range of projects represented in the revised project list, the ESA consultant team will develop project evaluation criteria to comparatively assess each project. Detailed evaluation criteria will focus on two key project attributes: 1) technical basis; and 2) feasibility. Evaluating the technical basis of proposed actions will be based on best professional judgment. This attribute will be assessed in terms of whether or not proposed projects are based on the best available science and/or engineering, as required by the Council, and whether they have a clearly defined technical rationale and justification. In addition, this attribute will address the relative benefits and risks associated with proposed actions. Evaluating the feasibility of proposed projects will essentially constitute a “reality check” also based largely on best professional judgment. The feasibility attribute will be assessed in terms of numerous factors including but not limited to: technical feasibility (e.g., both science and engineering), permitability, constructability, cost-effectiveness, leveragability, and public acceptance. The detailed project evaluation criteria will be presented to the Consortium for review and approval.

### **Task 8 - Conduct Project Evaluation & Refinement**

All projects ultimately included in the FSEP should be technically justifiable, feasible, and affordable within the budget limitations of the Spill Impact Component. Towards that end, the ESA consultant team will apply the approved evaluation criteria to the revised project list to screen out those project concepts that don't meet the criteria, or modify them so that they do meet the criteria. It is anticipated that many project concepts submitted by the counties will have significant information gaps, while other project submittals will be well-developed as conceptual or even final designs with accompanying feasibility, engineering and environmental studies. To fairly and objectively evaluate the various project concepts submitted by the counties, those that are lacking in basic details with regard to such factors as technical justification, project boundaries, anticipated benefits, technical approach, construction methods, cost estimates, etc. will need to be further developed. Therefore, this task will involve the ESA consultant team working with individual counties, as needed, to further refine their project concepts.

### **Task 9 - Conduct Project Leveraging Analysis**

The ESA consultant team will develop a *Grant Sources Inventory* applicable to the revised suite of projects generated from Task 8. This inventory will include a wide

range of federal, state, private and NGO grant programs (e.g., National Fish & Wildlife Foundation) that could potentially be used to leverage projects to be included in the FSEP. This task will also involve close coordination with the Restoration Council and FDEP with regard to the availability and applicability of leveraged funds from the Council Selected Restoration Component and the Florida portion of the Natural Resource Damages (NRD) settlement. The refined suite of projects will be individually linked to potential leveraging sources applicable to each, along with estimated dollar amounts. Upon completion of this task, the refined project list, and the leveraging potential for each, will be presented to the Consortium for review, modification, and/or approval.

### **Task 10 - Develop Project Sequencing & Implementation Strategy**

The approximate funding levels available to each county from the Spill Impact Compact component have been estimated for the tentative BP settlement. Furthermore, based on current knowledge of the settlement, these will be paid out over a 15-year period, without the ability of using these funds to repay debt. Finally, Council implementation grants for all projects included in the FSEP must be project-specific, and be channeled through a single grant portal by the FSEP implementing entity. Individual counties will not be able to engage with the Council independently with regard to implementation grant funds. To address these complexities, a project sequencing strategy is necessary to expedite and optimize the distribution of Council implementation grant funds.

It is anticipated that the suite of projects ultimately included in the FSEP will vary significantly with regard to their relative complexity and level of development and/or design. For example, some projects may be ready to receive construction funds, while other projects may require planning or design funds. The ESA consultant team will develop a project sequencing schedule that optimizes the 15-year payout such that each county is annually making progress on their respective projects. In addition, this task will involve the development of an overall implementation strategy that considers multiple alternatives for managing the accounting of Spill Impact Component funds amongst the 23 counties over the 15-year payout schedule. A draft *Project Sequencing & Implementation Strategy* document will be prepared and presented to the Consortium for review, modification, and/or approval. The approved refined suite of projects along with the approved project sequencing and implementation strategy will serve as the basis for Phase IV - FSEP Development.



## **Phase IV – FSEP Development**

### **Task 11 - Prepare Draft FSEP**

Using the results of the previous tasks, the ESA consultant team will prepare the draft FSEP document to comply with all informational requirements specified by the Council in applicable rules and guidance documents. Prior to release of the Draft FSEP for formal review and public comment, the ESA consultant team will facilitate the performance of an independent legal review of the document to ensure compliance and consistency with all applicable federal, state, and local laws, rules, and agreements. Revisions to the Draft FSEP will be made to address any legal noncompliance or inconsistencies.

### **Task 12 - Draft FSEP Review and Revisions**

The Draft FSEP will be submitted to the Consortium for review and approval prior to distribution to other reviewing entities. Upon approval by the Consortium, the Draft FSEP will be submitted to the FDEP, the Governor, the Council and other appropriate reviewing entities. The ESA consultant team will deliver summary presentations of the draft FSEP to the Consortium and other reviewing entities as requested, and will work closely with each of the reviewers to revise and amend the Draft FSEP document as appropriate to address any informational gaps, technical deficiencies, or other concerns. The review and revision process for the Draft FSEP will be an iterative process.

### **Task 13 - Stakeholder Outreach and Public Involvement**

The ESA consultant team will develop and implement a Stakeholder Outreach and Public Involvement program to facilitate stakeholder review and solicit public comments on the Draft FSEP. This program will be tailored to meet the requirements of the Consortium, the Governor, and the Council, and may include the following:

- Facilitation of advertised public meetings with various affected stakeholder and citizen groups;
- Development of an online website and portal for the submittal and documentation of public comments; and
- Coordination of independent expert peer reviews of the Draft FSEP.

## **Task 14 - Prepare Final FSEP**

The ESA consultant team will produce a Final FSEP document that incorporates all accepted revisions and amendments proposed by the Consortium, other reviewing entities, and the public. The ESA consultant team will deliver a presentation of the Final FSEP document to the Consortium summarizing the comments received, and the revisions and amendments made to the Draft FSEP. Upon approval by the Consortium, the Final FSEP document will be prepared for formal submittal to the Governor and the Council.

### **Analysis:**

Pursuant to the Memorandum of Understanding between the State of Florida and the Gulf Consortium, the project submittal and consideration process for the development of the FSEP must include the following elements 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; and
- Approval by an affirmative vote of at least a majority of the Directors present at a duly noticed public meeting of the Consortium.

The revised FSEP development process described above is consistent with these minimum requirements. In addition, this comprehensive scope of work should better facilitate the expeditious approval of the FSEP by the FDEP, the Governor, and the Council; as well as increase the overall leveragability of the FSEP to increase the overall benefits of the Spill Impact Component.

On March 31, 2016, the Executive Committee approved the revised FSEP development process presented in this agenda item. These revisions have been incorporated into the proposed contract amendment between the Consortium and ESA. See Agenda Item 11.1 for those revisions. Exhibit H (Page 10) to the proposed amendment contains the revised cost estimates for the tasks described in this agenda item.

### **Recommendation:**

Approve the revised process for State Expenditure Plan as presented in this agenda item and approve, in concept, the next steps, articulated in this agenda item's explanation of Tasks 3 through 14.

### **Attachments:**

None.

**Prepared by:**

Doug Robison  
Environmental Science Associates  
On: April 14, 2016

**Action Taken:**

Motion to: \_\_\_\_\_, Made by: \_\_\_\_\_;

Seconded by: \_\_\_\_\_.

Approved\_\_\_\_; Approved as amended\_\_\_\_; Defeated\_\_\_\_\_.

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 11.1  
Amendment to and Approval of  
Environmental Science Associates Agreement**

**Executive Summary:**

A substantial revision to the SEP development process is presented in this meeting's agenda as item 11.1, necessitating a change in the scope and cost for services provided by ESA as well as the term of the Agreement. This agenda item requests action on the attached Amendment to the Consortium's Agreement with ESA. The Executive Committee has recommended approval of the attached Amendment to the Agreement with ESA. The changes from the original Agreement are presented in legislative formatting protocol, which underlines language added to the agreement and ~~strikes through~~ language deleted from the Agreement.

**Background:**

The Consortium and ESA, the consultant team procured to develop the SEP, entered into an Agreement for services on March 13, 2015 (Agreement). The Agreement provides for a scope of services, a contract sum and other provisions which, because of a change in the scope and costs as well as changes in personnel at the Consortium manager (FAC) in the Agreement should be updated.

*Change in Scope.* The Agreement provides for a scope of services through incorporating ESA's approach to the development of the SEP as described in its response to the Consortium's two procurement documents, the Invitation to Negotiate (ITN) and the Request for Best and Final Offer (RBAFO). ESA had proposed a county-independent approach whereby the Florida Department of Environmental Protection (FDEP) Deepwater Horizon project portal would serve as the universe of potential projects to be included in the SEP. Projects in the portal were to be reviewed, screened, evaluated, and prioritized as the SEP suite of projects. However, the Consortium Board implicitly rejected that approach when it adopted the Even-Steven, county-driven approach at its meeting on November 18, 2015.

After the execution of the Agreement with ESA, other events have occurred that necessitate a change in scope. These events include: 1) the announcement of the BP Consent Decree which defines a 15-year payout as well as the approximate dollar allocations to the various components of the RESTORE Act; 2) the publication of additional rules and guidance by the Council regarding planning grants and State Expenditure Plans requirements; 3) experience working with the Council on the approval of the Consortium's planning grant

request; 4) uncertainties going forward regarding the needs and expectations of the Consortium and the individual member counties with respect to the content of the SEP.

The county-driven approach approved by the Consortium in November 2015, as well as the other factors cited above, necessitate several changes to the ESA scope of work. The most prominent changes include the following:

- Alters the starting point for identifying potential projects from the FDEP's project portal to working with each of the individual counties to develop their best project concepts.
- Modifies the project evaluation process from a benefit/cost analysis of projects in the FDEP portal to conducting detailed feasibility reviews and refinement of proposed county projects.
- Replaces the priority project ranking process with the development of a sequencing and implementation strategy for county projects, based on grant-readiness, leveragability, and other factors.
- Revises the length of the term of the Agreement to reflect the additional two year time period necessary to complete the SEP development.

The revised scope of services is incorporated into the attached Amended Agreement in section 1C and Exhibit H, of the attached Amended Agreement.

*Change in Budget.* Section 5 of the Agreement provides for a contract sum that in no event may exceed the amounts offered by ESA in its RBAFO, which was incorporated as part of the Agreement. In the RBAFO, ESA's cost proposal totaled \$1,773,880 for all the services to be provided by it and its sub-contractors.

The change in the scope of services necessitates a change in the contract sum as well. The new total is included in Exhibit H of the attached Amended Agreement and totals \$2,722,780. Of that new total, \$154,928 has been encumbered under the existing agreement for services rendered by ESA, and for which ESA has not yet been compensated because the Consortium grant application has not yet been approved by the Council. This contract maximum constitutes less than 1% of the projected amount available to Florida under the Spill Impact Component.

*Change in Public Records Provisions.* The Amended Agreement revises the public records requirements to bring the agreement into compliance with the law changes made in the 2016 Session in Chapter 2016-20, Laws of Florida. See section 14, attached Amended Agreement.

*Changes in Manager's Personnel.* Section 8 of the Amended Agreement revises the prompt payment information to update the manager contact from Chris Holley to Virginia Delegal.

*No Other Revisions.* Staff is not recommending any other changes to the Agreement. Accordingly, Section 7 which implements Council Rule 31 C.F.R. Part 34, § 34.503(b)(3), and its requirement to prevent conflicts of interest in the development and implementation of the SEP continues ESA's agreement to recuse itself from all participation in any projects, programs and activities ultimately included in the SEP.

**Analysis:**

The attached Amended Agreement provides for several changes including the following:

- a. Modification of the scope of services to be provided by ESA in accordance with the direction provide by the Board of Directors at its November 18, 2015 meeting and the revised SEP development process recommended by the Executive Committee and included in Agenda Item 10. See, section 1C, and Exhibit H, attached Amended Agreement.
- b. Revision to the Contract Sum to include additional costs attributable to the new approach. See new "Whereas" clauses, and section 5 and Exhibit H, attached Amended Agreement.
- c. Revisions to the public records requirements to comply with 2016 legislative amendments to the Public Records Law pursuant to chapter 2016-20, Laws of Florida. See section 14, attached Amended Agreement.
- d. Update for personnel changes of FAC, the project manager. See, section 8A, attached Amended Agreement.
- e. Extension of the term of the Agreement from the current expiration date of January 31, 2016 to June 30, 2018 to reflect the 24 month period necessary to complete the SEP. See, section 4, attached Amended Agreement.

The Amended Agreement will be included as part of the Consortium's submission of the Administrative Grant Application. As such, the Amended Agreement will be subject to review by the Restoration Council staff in accordance with federal grant law and Council rules.

**Options:**

- (1) Agree to the revised terms as expressed in the attached Amended Agreement between ESA and the Consortium, or
- (2) Provide other direction.

**Fiscal Impact:**

By agreeing to the revised terms in the Amended Agreement, the Consortium could incur up to \$2,567,852 in costs for services to be rendered by ESA to complete the revised scope of services described in the Amended Agreement. The Agreement provides that payment to ESA is contingent upon the receipt of federal funds and federal approval (see section 3, attached Amended Agreement). Further, the Agreement provides that the payment is contingent upon the availability of funds lawfully available. Thus, the Consortium is not legally obligated to pay ESA the additional costs until it receives grant funds from the Council. Finally, the Consortium's express approval is required to approve any and all future Work Orders to be performed by ESA (see section 3, attached Amended Agreement).

**Recommendation:**

Adopt a motion approving the Amended Agreement.

**Attachment:**

Proposed Amended Gulf Consortium and Environmental Science Associates Agreement for Consultant Services for State Expenditure Plan

**Prepared by:**

Sarah M. Bleakley  
Nabors, Giblin & Nickerson, P.A.  
General Counsel  
On: April 14, 2016

**Action Taken:**

Motion to: \_\_\_\_\_, Made by: \_\_\_\_\_;

Seconded by: \_\_\_\_\_.

Approved\_\_\_\_; Approved as amended\_\_\_\_; Defeated\_\_\_\_\_.

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

THIS AMENDED AGREEMENT is by and between the Gulf Consortium, which is a special district established pursuant to an interlocal agreement among the 23 county governments along Florida's Gulf Coast (the "Consortium"), and Environmental Science Associates, a California corporation (the "Consultant"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into an Agreement on March 13, 2015 which authorized the Consultant to provide specified services to the Consortium;

WHEREAS, in its response to the Consortium's Request for Best and Final Offer, the Consultant had proposed a county-independent approach whereby the Florida Department of Environmental Protection Deepwater Horizon project portal would serve as the universe of potential projects to be included in the State Expenditure Plan (SEP). However, the Consortium implicitly rejected that approach when it adopted the Even-Steven, county-driven approach at its meeting on November 18, 2015. Furthermore, since the execution of the Agreement with the Consultant, other events have occurred that necessitate a change in scope, including: 1) the announcement of the BP Consent Decree and the entering of the Order approving the Consent Decree which defines a 15-year payout as well as the approximate dollar allocations to the various components of the RESTORE Act; 2) the publication of additional rules and guidance by the Restoration Council (Council) regarding planning grants and SEP requirements; 3) experience working with the Council on the approval of the Consortium's planning grant request; 4) uncertainties going forward regarding the needs and expectations of the Consortium and the individual member counties with respect to the content of the SEP. Additionally, the Consortium's decision to change its approach to the development to the SEP, plus the referenced intervening events requires a change in the Contract Sum and an extension of the Contract Term through June 30, 2018;

WHEREAS, the legislature amended the Public Records Law in chapter 2016-20, Laws of Florida, necessitating a revision to the Agreement;

WHEREAS, the Consortium's Project Manager has been changed, requiring revisions to the Agreement;

WHEREAS, the Consortium is required to develop a State Expenditure Plan in accordance with the requirements of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, Public Law 112-141 (the "RESTORE Act"), and rules and regulations promulgated by the United States Department of the Treasury and the Gulf Coast Ecosystem Restoration Council;

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WHEREAS, the Consortium anticipates that the costs for the development of the State Expenditure Plan will be funded by federal grant funds from the Gulf Coast Ecosystem Restoration Council to the Consortium;

WHEREAS, the Consortium has determined that it would be better to contract for consultant services for the development of the State Expenditure Plan than to hire the necessary personnel to satisfy the needs of the Consortium: and

WHEREAS, in order to secure the best value for these services, the Consortium sought and received competitive bids from qualified consulting firms the Consultant for such services through a two-phased procurement process established by the Consortium in Resolution 2014-01. The first phase consisted of an Invitation to Negotiate for Consultant Services for the Development of the Gulf Consortium's State Expenditure Plan Required by the RESTORE Act, ITN Number BC-06-17-14-33 (ITN) issued by Leon County on behalf of the Consortium. Six firms responded to the ITN and the Evaluation Team considered the responses and recommended that four of the six firms met the requirements. The Consortium accepted the Evaluation Team's recommendation and issued a Request for Best and Final Offer (RBAFO), which included a revised scope of services recommended by the Evaluation Team after interviews with each of the four qualified firms. The Evaluation Team reviewed and ranked the RBAFO responses of the four firms and recommended the Consortium enter into contract negotiations with the Consultant. The Board of Directors of the Consortium adopted the recommendation of the Evaluation Team at its meeting on November 19, 2014.

NOW, THEREFORE, the Parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Consultant hereby agrees to provide to the Consortium services related to the development of a State Expenditure Plan for the Consortium in accordance with:

- A. The Invitation to Negotiate and the Request for Best and Final Offer for the development of a State Expenditure Plan for implementation of the oil spill impact funding program of the 2012 RESTORE Act for the Gulf Consortium, Bid# BC-06-17-14-33 which are attached hereto and incorporated herein as Exhibit A and Exhibit B respectively, to the extent that the Invitation to Negotiate and the Request for Best and Final Offer are not inconsistent with this Agreement; and
- B. The Consultant's submissions to the Invitation to Negotiate and the Request for Best and Final Offer, which are attached hereto and incorporated herein as Exhibit C and Exhibit D respectively, to the extent that the proposal submissions are not inconsistent with this Agreement or with Exhibits A and B. Where inconsistent, the terms of the Agreement will prevail.
- C. The Consultant's revised Scope of Services, Schedule and Compensation as

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provided in Exhibit H hereto.

2. WORK ORDERS

Any work to be performed under this Agreement shall be upon the written request of the Consortium, which request shall be set forth in a Work Order that includes a description of the work to be performed, the commencement date of such work, the time within which such work shall be completed, and the method and schedule of payments to the Consultant.

3. FUND AVAILABILITY

The performance of the Consortium of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within this Agreement.

The following statement is included in this Agreement in accordance with section 218.77, Florida Statutes, regarding requirements for disclosure of contingencies associated with federal requirements: The payment of costs to the Consultant for the development of the State Expenditure Plan is contingent upon the receipt of federal funds and federal approval.

4. TERM OF AGREEMENT

The Amended Agreement shall be for a ~~period of two years term~~ commencing on the effective date of this Amended Agreement ~~February 1, 2015~~ and shall continue until ~~January 31, 2017~~ the later of June 30, 2018, or on the date which is two years after the Council's approval of the Administrative Grant Application. After the initial ~~two-year period term~~, at the sole option of the Consortium, this Agreement may be extended for no more than two additional one year periods. Such one year extensions will be automatic unless the Consortium provides written notice of non-renewal to the Consultant no less than 30 days prior to the expiration date of the then-current term.

5. CONTRACT SUM

The Consultant agrees that for the performance of the Services as outlined in Section 1 above, it shall be compensated by the Gulf Consortium in a manner that maximizes the use of federal funds to pay for such services, ~~and~~ and In no event shall the compensation exceed the amounts offered by the Consultant in its ~~Request for Best and Final Offer proposal~~ revised Scope of Services and Compensation which is attached in Exhibit H ~~D~~ unless the compensation amount is expressly modified in writing by the Parties.

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6. PAYMENTS

In accordance with part VII of Chapter 218, Florida Statutes, the Consortium shall make such payments within forty-five (45) days of submission and approval of invoice for services.

7. CONFLICT OF INTEREST

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.

8. STATUTORY PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The Consortium Project Manager is:

Name: Virginia S. Delegal ~~Christopher L. Holley~~  
Street Address: 100 So. Monroe Street  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: (850) 922-4300  
E-mail: [gdelegal@fl-counties.com](mailto:gdelegal@fl-counties.com) ~~cholley@fl-counties.com~~

B. The Consultant's Project Manager is:

Name: Doug Robison, PWS  
Street Address: 4350 West Cypress Street, Suite 950  
City, State, Zip Code: Tampa, FL 33607  
Telephone: (813) 207-7200  
E-mail: drobison@esassoc.com

C. Notices to the Consultant are to be submitted to:

Name: Doug Robison, PWS  
Street Address: 4350 West Cypress Street, Suite 950  
City, State, Zip Code: Tampa, FL 33607  
Telephone: (813) 207-7200  
E-mail: drobison@esassoc.com

D. Invoice: The Consultant shall submit requests for payment to the Consortium Project Manager in the following form:

A numbered invoice document with date of invoice; reference of the Consortium contract number; itemized listing of all goods and services being billed with unit prices and extended pricing, including timesheets or labor summaries and expense

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receipts and other necessary substantiation of the request for payment; Consultant's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the contact identified above.

- E. Payment Dispute Resolution: Resolution 2014-01 of the Consortium establishes the Gulf Consortium Purchasing Policy for State Expenditure Plan Consultant. A copy of the resolution is attached as Exhibit F. Section 15 of the Resolution and part VII of chapter 218, Florida Statutes, establish the policy and procedures for payment disputes that apply to this Agreement.

## 9. STATUS

The Consultant at all times relevant to this Agreement shall be an independent Consultant and in no event shall the Consultant nor any employees or sub-Consultants under it be considered to be employees of the Gulf Consortium.

## 10. INSURANCE

Consultant shall procure and maintain for the duration of this Agreement 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 Consultant, his agents, representatives, employees or subConsultants. The cost of such insurance shall be included in the Consultant's proposal.

A. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits 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.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Consortium. At the option of the Consortium, either: the insurer shall reduce or

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eliminate such deductibles or self-insured retentions as respects the Consortium, its officers, officials, employees and volunteers; or the Consortium shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (the Consortium is to be named as Additional Insured).

- a. The Consortium, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, including the insured's general supervision of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protections afforded the Consortium, its officers, officials, employees or volunteers.
- b. The Consultant'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 Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Consortium, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2. 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 Consortium.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

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- E. Verification of Coverage. Consultant 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.
- F. SubConsultants. Consultant shall include all subConsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subConsultant. All coverages for subConsultants shall be subject to all of the requirements stated herein.

## 11. LICENSES

The Consultant shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of the State of Florida. Should the Consultant, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Consultant shall be in default as of the date such license is lost.

## 12. ASSIGNMENTS

- A. In providing services under this Agreement, the Consultant agrees to utilize the services of the team of subConsultants designated in its proposals as described in Exhibits C and D. If the Consultant desires to utilize the services of subConsultants that were not part of the Consultant's proposal submission team, it can do so only with the written approval of the Consortium.
- B. This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Consortium. The Consultant shall not assign any monies due or to become due to it hereunder without the previous written consent of the Consortium.

## 13. INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the Consortium and Leon County, their officials, officers, representatives, 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 Consultant, 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 Consultant to provide the defense.

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#### 14. AUDITS, RECORDS, AND RECORDS RETENTION

The Consultant agrees:

- a. 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 Agreement.
- b. To the extent the Consultant is performing services on behalf of the Consortium, the Consultant must:
  - (i) Keep and maintain public records ~~that ordinarily and necessarily would be~~ required by the Consortium in order to perform the service;
  - (ii) Upon request from the Consortium's custodian of public records, provide the public Consortium with access to public a copy of the requested records or allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the Consortium would provide the records and at a cost that not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contracted term and following completion of the contract if the Consultant does not transfer the records to the Consortium;
  - (iv) ~~Meet all requirements for retaining public records and~~ Upon completion of the Agreement, transfer, at no cost, to the Consortium all public records in possession of the Consultant or keep and maintain public records required by the Consortium to perform the services. If the Consultant transfers all public records to the Consortium upon completion of the agreement, the Consultant shall upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Consortium, upon request from the Consortium's custodian of public records, in a format that is compatible with the Consortium's information technology systems.
- c. **If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide**

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**public records relating to this Agreement, contact the custodian of public records as follows: Virginia S. Delegal, 100 So. Monroe Street, Tallahassee, FL 32301; Telephone: (850) 922-4300; E-mail: gdelegal@fl-counties.com.**

- e d. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, 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 Agreement.
- e e. Upon completion or termination of the Agreement and at the request of the Consortium, the Consultant will cooperate with the Consortium to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in this Section.
- e f. 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.
- f g. 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 the Consultant's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- g h. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## 15. MONITORING

The Consultant shall permit persons duly authorized by the Consortium to inspect any records, papers, documents, facilities, goods, and services of the Consultant which are relevant to this Agreement, and interview any clients and employees of the Consultant to assure the Consortium of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the Consortium will deliver to the Consultant a written report of its findings and will include written recommendations with regard to the Consultant's performance of the terms and conditions of this Agreement. The Consultant will correct all noted deficiencies identified by the Consortium within the specified period of time set forth in the recommendations. The Consultant'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 Consultant being deemed in breach or default of this

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Agreement; (2) the withholding of payments to the Consultant by the Consortium; and (3) the termination of this Agreement for cause.

16. TERMINATION

The Gulf Consortium may terminate this Agreement without cause, by giving the Consultant 30 days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto 30 days written notice of termination. The Consortium shall not be required to give Consultant such 30 day written notice if, in the opinion of the Consortium, the Consultant is unable to perform its obligations hereunder, or if in the Consortium's opinion, the services being provided are not satisfactory. In such case, the Consortium may immediately terminate the Agreement by mailing a notice of termination to the Consultant. Provided, however, the Parties may agree in writing to utilize the contract claim dispute process established in section 5.04 of the Consortium's Resolution 2014-10, which is included in Exhibit F.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Consultant hereby certifies that to the best of his knowledge and belief neither Consultant nor his affiliates has been convicted of a public entity crime. Consultant and his affiliates shall provide the Consortium with a completed public entity crime statement form no later than February 15 of each year this Agreement is in effect. Violation of this section by the Consultant shall be grounds for cancellation of this Agreement by the Gulf Consortium.

18. UNAUTHORIZED ALIENS

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. 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.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. Consultant agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. A copy of the Memorandum of Understanding is attached as Exhibit G. Consultant further agrees to provide to the 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).

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- b. Consultant further agrees that it will require each subConsultant 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 Consultant and the subConsultant, whichever is later. The Consultant shall obtain from the subConsultant(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.
- c. Consultant 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 Agreement by Consultant to perform employment duties within Florida; and (b) all persons (including subConsultants) assigned by Consultant to perform work pursuant to the Agreement.
  - 1) Consultant must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Consultant to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Consultant must initiate verification of each person (including subConsultants) assigned by Consultant to perform work pursuant to the Agreement 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.
- d. Consultant further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subConsultants as provided above, and to make such records available to the Consortium or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Consortium may treat a failure to comply as a material breach of the contract.

20. NON-WAIVER

Failure by the Consortium to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the Consortium by reason of any delays. The Consultant shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the Consortium for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Consortium or its agents. Otherwise, the Consultant shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Consultant to deviate from the requirements of the Agreement, the Consultant shall obtain the prior written consent of the Consortium.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

**ATTACHMENTS**

**Exhibit A** Invitation to Negotiate for Consultant Services for the Development of the Gulf Consortium's State Expenditure Plan Required by the RESTORE Act, ITN Number BC-06-17-14-33

**Exhibit B** Request for Best and Final Offer for Consultant Services for the Development of

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the Gulf Consortium's State Expenditure Plan Required by the RESTORE Act, ITN Number BC-06-17-14-33

- Exhibit C** Environmental Science Associates Proposal in Response to Invitation to Negotiate for Consultant Services for the Development of the Gulf Consortium's State Expenditure Plan Required by the RESTORE Act, ITN Number BC-06-17-14-33
- Exhibit D** Environmental Science Associates Proposal in Response to Request for Best and Final Offer for Consultant Services for the Development of the Gulf Consortium's State Expenditure Plan Required by the RESTORE Act, ITN Number BC-06-17-14-33
- Exhibit E** Composite of Consultant's agreements with each of its named team partner firms and individuals regarding recusal from SEP pursuits
- Exhibit F** Consortium Purchasing Policy for State Expenditure Plan Consultant: Resolution 2014-01
- Exhibit G** THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS
- Exhibit H** Consultant Revised Scope of Services, Schedule and Compensation

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

**GULF CONSORTIUM**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SECRETARY/TREASURER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ENVIRONMENTAL SCIENCE ASSOCIATES**

By: \_\_\_\_\_  
Vice President or designee

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Approved as to Form:  
Gulf Consortium Attorney

BY: \_\_\_\_\_

Sarah M. Bleakley  
Nabors, Giblin & Nickerson, P.A.  
~~Interim~~ General Counsel to  
the Gulf Consortium

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## EXHIBIT H

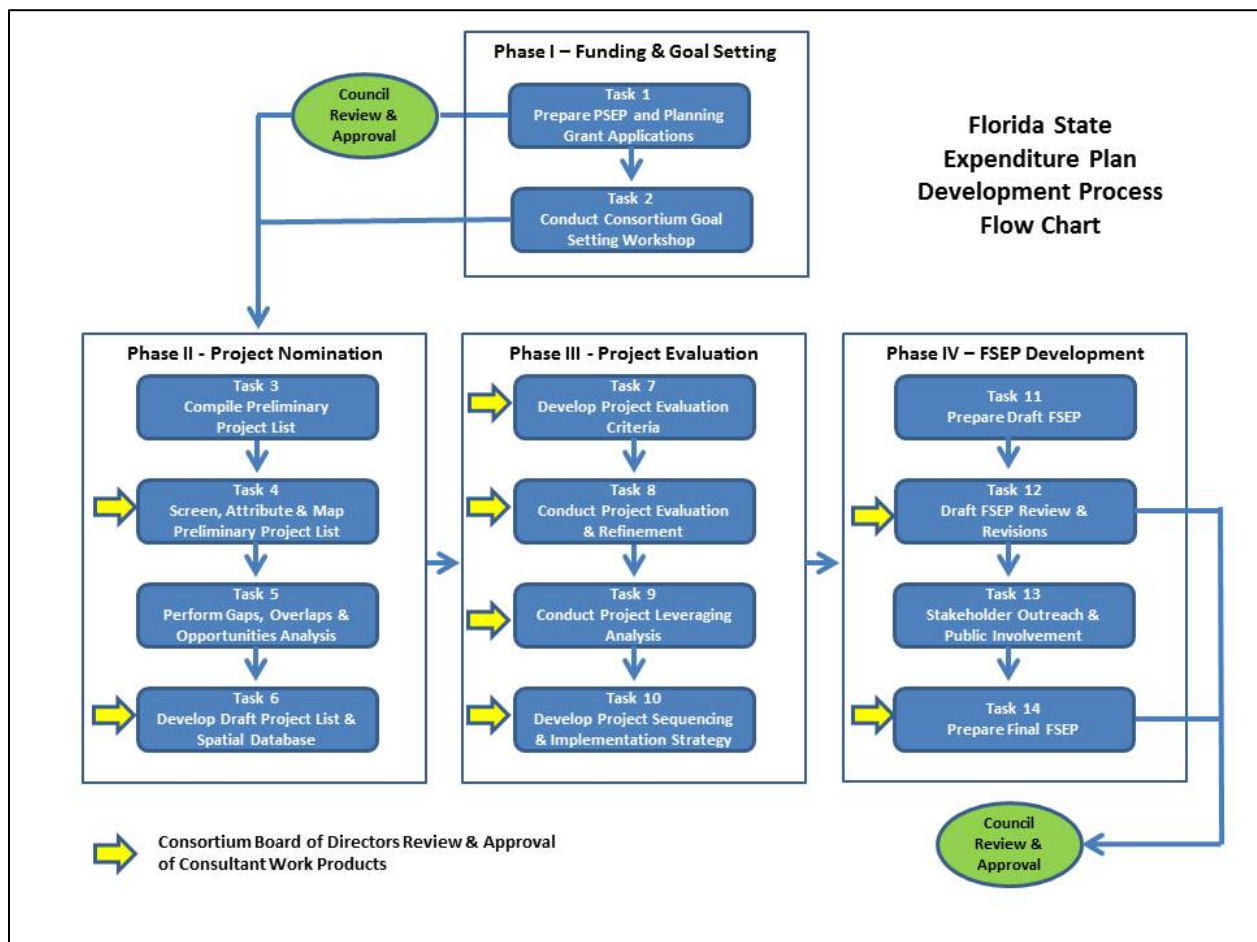
### **ESA CONSULTANT TEAM SCOPE OF WORK, SCHEDULE AND COMPENSATION**

The ESA consultant team shall prepare the Florida State Expenditure Plan (FSEP) pursuant to the scope of work, schedule and compensation described herein.

#### **Scope of Work**

The project scope of work for FSEP development is broken down into four phases and 14 tasks, as shown in the flow chart below. An additional administrative task is also included for planning grant management.

**Florida SEP Development Flow Chart**



It should be noted that Tasks 1 and 2 (Phase I), and a portion of Task 13, have been completed, with the exception of the final revisions and submittal of the planning grant request to reflect the scope of work described herein. Task descriptions, including interim deliverables and Consortium review and approval of consultant work products, are described in the following sections.

## **Phase I – Funding and Goal Setting**

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

This task involved the preparation of the Planning State Expenditure Plan (PSEP) for the State of Florida, submittal of the PSEP to the Council for review, and coordination with the Council to obtain approval of the PSEP. This task also included the preparation of the Administrative Grant Application (AGA) for a planning grant, submittal of the AGA to the Council for review, and subsequent responses to requests for clarification and additional information from the Council. This task also includes all meetings, teleconferences, and subsequent revisions to the original AGA as needed to obtain grant award by the Council. Task order 1 was approved by the Board on January 21, 2016.

The PSEP has been approved by the Council, and the Council has indicated tentative approval of the AGA, pending revisions that reflect this scope of work.

### **Task 2 – Conduct Consortium Goal Setting Workshop**

This task involved the facilitation of a one-day goal setting workshop with the Gulf Consortium Board of Directors to deliberate on Florida-specific goals, objectives, and guiding principles for the Florida SEP. In addition, this workshop addressed two key questions: 1) should there be a pre-determined geographic allocation of funds; and 2) should there be a pre-determined allocation of funds for environmental vs. economic projects. The workshop was held on August 26, 2015 in St. Petersburg, Florida. This task also included: pre-workshop interviews with all Consortium Directors; the development and distribution of a pre-workshop survey and supporting informational materials; analysis of survey results and development of summary workshop presentations. Finally, this task involved the development of a final summary report of the workshop proceedings, as well as an action item agenda for the subsequent November 17, 2015 Consortium meeting where formal decisions were voted on.

This task has been completed, pursuant to Task Order 2, which was approved by ESA and the Board on May 4, 2015.

## **Phase II – Project Nomination**

### **Task 3 - Compile Preliminary Project List**

The ESA consultant team will prepare general screening criteria, to be approved by the Gulf Consortium and used as the guiding criteria throughout the preliminary project list development

process. A standard project nomination form will be distributed, along with the screening criteria and other guidance materials, to assist the counties in identifying potential project concepts and develop the preliminary project list. The 23 counties will utilize these materials to submit their preliminary project concepts for review. It is important to note that the submittal of project concepts at this stage is totally non-binding for the counties. Project concepts proposed by the individual counties could include:

- Environmental and economic projects identified as part of County Direct Component activities through coordination with local RESTORE Act citizen and stakeholder committees
- Environmental projects identified in existing coastal resource and watershed management plans (e.g., National Estuary Program CCMPs; Water Management District SWIM Plans, etc.).
- Applicable County projects identified in Capital Improvement Programs or other County economic development initiatives.

The ESA consultant team will review the submitted materials and then meet with each of the 23 counties, as requested, to assist them in identifying and/or prioritizing their preliminary project concepts, and in finalizing their project nomination forms. In addition, if requested, the ESA consultant team will facilitate regional discussions and assist in identifying potential shared interests, goals, themes, and collaborative opportunities through the Spill Impact Component. These discussions will include assistance and advice on the potential for leveraging and partnering in order to maximize the efficient use of dollars and the cumulative benefits of all projects ultimately included in the FSEP.

Upon submittal of revised project nomination forms and project concepts from each of the counties, the ESA consultant team will compile the preliminary project list which represents the first cut of project concepts for potential inclusion in the FSEP.

#### **Task 4 - Screen, Attribute and Map the Preliminary Project List**

The ESA consultant team will apply the screening criteria to the preliminary project list which may eliminate some projects that are not eligible for RESTORE Act funding or otherwise inconsistent with the goals, objectives and guiding principles adopted by the Consortium. The remaining projects will be attributed and converted into a GIS spatial database. Attribution will include such parameters as: project type; area affected by the project; project benefits; project costs; leveraging potential; project partners; etc. In addition, the screened preliminary project list will be digitized (e.g., project type; area affected; project cost; etc.) so that the full range and scope of the preliminary project list can be visually depicted in a map series. The screened



preliminary project list will be mapped and summarized in a Technical Memorandum, and presented to the Consortium for discussion.

### **Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis**

The ESA consultant team will conduct an analysis of the preliminary project list to determine if there are substantial gaps in geographic coverage or project type focus. In addition, this analysis will explore opportunities to combine similar nearby projects into larger single projects to improve cost-effectiveness; as well as, opportunities to modify or enhance projects in ways that will increase leveraging potential based on funding availability research and streamline regulatory approvals. The ESA consultant team will work with individual counties to update and/or revise their preliminary project concepts accordingly.

### **Task 6 - Develop the Draft Project List and Spatial Database**

Based on input from the Consortium and the individual counties received in Tasks 4 and 5, respectively, the ESA consultant team will revise and update the preliminary project list and develop the draft project list and associated GIS spatial database. The draft project list will be mapped, and summarized in a Technical Memorandum, and presented to the Consortium for review and approval. Based on input from the Consortium, the draft project list and spatial database may be further revised. Upon Consortium approval, the draft project list will represent the universe of projects that will be taken into Phase III – Project Evaluation.

## **Phase III – Project Evaluation**

### **Task 7 - Develop Project Evaluation Criteria**

It should be noted that the purpose of project evaluation under the revised County-driven process is not necessarily to eliminate projects, or to prioritize some projects over others, but rather to improve and refine each project included in the final project list to maximize its impact, cost-effectiveness, and grant readiness.

Based on the range of projects represented in the draft project list, the ESA consultant team will develop detailed project evaluation criteria to comparatively assess each project. Detailed evaluation criteria for environmental projects will focus on three key project attributes:

- **Technical basis and justification:** Evaluating the technical basis of proposed actions will be based on best professional judgment. This attribute will be assessed in terms of whether or not proposed projects are based on the best available science and/or engineering, as required by the Council, and whether they have a clearly defined technical rationale and justification (i.e., will the project address a demonstrated need).

- **Feasibility:** Evaluating the feasibility of proposed projects will essentially constitute a “reality check” also based largely on best professional judgment. The feasibility attribute will be assessed in terms of numerous factors including but not limited to: technical efficacy (both science and engineering) workability, permitability, constructability, cost-effectiveness, and public acceptance.
- **Leveragability:** Evaluating leveragability will involve an assessment of the ability for the project to attract leveraged funded from a range of sources. Under this task, the primary focus will be on funding streams associated with the Deepwater Horizon oil spill settlements.

Separate criteria will be developed for economic projects. The recommended project evaluation criteria will be summarized in a Technical Memorandum, and presented to the Consortium for review and approval.

### **Task 8 - Conduct Project Evaluation and Refinement**

To facilitate approval by the Council, all projects ultimately included in the FSEP should ideally be technically justifiable, feasible, and affordable within the budget limitations of the Spill Impact Component. Towards that end, the ESA consultant team will apply the approved evaluation criteria to the draft project list to screen out those project concepts that cannot meet the criteria, or modify them so that they do meet the criteria. Furthermore, projects that can attract other funds through leveraging increase the overall value of the FSEP. Therefore, refining projects so that they can meet criteria for various leveraged funding sources will also be addressed in this task. It is anticipated that many project concepts submitted by the counties will have significant information gaps, while other project submittals will be well-developed as conceptual or even final designs with accompanying feasibility, engineering and environmental studies. To fairly and objectively evaluate the various project concepts submitted by the counties, those that are lacking in basic details with regard to such factors as technical justification, project boundaries, anticipated benefits, technical approach, construction methods, cost estimates, etc. will need to be further developed. Therefore, this task will involve the ESA consultant team working with individual counties, as needed, to further refine their project concepts.

It should be noted that conceptual design and feasibility studies (up to 30% design) for individual projects to be included in the FSEP are allowable activities for the use of planning grant funds. Accordingly, a total of \$1,500,000 has been reserved in the planning grant for these services if the Consortium decides to accelerate design activities for high priority projects identified at this stage of FSEP development; however, such services will need to be procured separately as the ESA consultant team selection did not include engineering design.

Upon completion of project evaluation and refinement activities, a final project list will be developed. This methods and findings of the project evaluation/refinement process, and the recommended final project list will be summarized in a Technical Memorandum and presented to the Consortium for review and approval. The final project list will serve as the basis for the remaining tasks.

### **Task 9 - Conduct Project Leveraging Analysis**

The ESA consultant team will develop an *Other Grant Sources Inventory* document that addresses potential leveraged funding sources applicable to the final suite of projects recommended in Task 8. This inventory will include a wide range of federal, state, private and NGO grant programs (e.g., National Fish & Wildlife Foundation) that could potentially be used to leverage projects to be included in the FSEP. This task will also involve close coordination with the Restoration Council and FDEP with regard to the availability and applicability of leveraged funds from the Council Selected Restoration Component (RESTORE Act Pot 2) and the Florida portion of the Natural Resource Damages (NRD) settlement. The final suite of projects will be individually linked to potential leveraging sources applicable to each, along with estimated dollar amounts. Upon completion of this task, the final project list, and the leveraging potential for each, will be summarized in a Technical Memorandum, and presented to the Consortium for review and approval.

### **Task 10 - Develop Project Sequencing & Implementation Strategy**

The approximate funding levels available to each county from the Spill Impact Compact component have been estimated for the BP settlement. Furthermore, based on current knowledge of the settlement, funds will be paid out over a 15-year period, without the ability to use these funds for bonding and debt payments. Finally, Council implementation grants for all projects included in the FSEP must be project-specific, and be channeled through a single grant portal by the FSEP implementing entity. Individual counties will not be able to engage with the Council independently with regard to implementation grant funds. To address these complexities, a project sequencing strategy is necessary to expedite and optimize the distribution of Council implementation grant funds.

It is anticipated that the final suite of projects ultimately included in the FSEP will vary significantly with regard to their relative complexity and level of development and/or design. For example, some projects may be ready to receive construction funds, while other projects may require planning or design funds. The ESA consultant team will develop a project sequencing schedule that optimizes the 15-year payout such that each county is annually making progress on their respective projects. In addition, this task will involve the development of an overall implementation strategy that considers multiple alternatives for managing the accounting of Spill Impact Component funds amongst the 23 counties over the 15-year payout schedule. A draft

*Project Sequencing & Implementation Strategy* document will be prepared and presented to the Consortium for review, modification, and/or approval. The approved final suite of projects along with the approved project sequencing and implementation strategy will serve as the basis for Phase IV - FSEP Development.

## **Phase IV – FSEP Development**

### **Task 11 - Prepare Draft FSEP**

Using the results of the previous tasks and the priority project rankings, the ESA consultant team will prepare the draft FSEP document to comply with all informational requirements specified by the Council in applicable rules and guidance documents. Prior to release of the Draft FSEP for formal review and public comment, the consultant team will conduct a legal review of the document to ensure compliance and consistency with all applicable federal, state, and local laws, rules, and agreements. Revisions to the Draft FSEP will be made to address any legal noncompliance or inconsistencies.

### **Task 12 - Draft FSEP Review and Revisions**

The ESA consultant team will make a summary presentation of the Draft FSEP to the consortium. Upon approval of the Consortium the Draft FSEP will be submitted to the FDEP for a coordinated review by FDEP and other appropriate state agencies, including: the Florida Fish & Wildlife Conservation Commission; the Department of Economic Opportunity; the Department of Transportation; the Department of Agriculture and Consumer Services; and Florida Water Management Districts with regulatory jurisdiction over projects, programs and activities included in the Draft FSEP. Comments received from the FDEP coordinate review will be summarized in a Technical Memorandum and presented to the Consortium. Upon approval by the Consortium, the ESA consultant team will make recommended revisions to the Draft FSEP, as appropriate.

### **Task 13 - Stakeholder Outreach and Public Involvement**

Pursuant to the MOU between the Governor and the Consortium, the Consortium must formally adopt the revised Draft FSEP, and allow the opportunity for the public review and comment on the document, prior to submittal of the Draft FSEP to the Governor. The ESA consultant team will develop and implement a *Stakeholder Outreach and Public Involvement* program to facilitate stakeholder review, and to solicit public comments. This program will be tailored to meet the specific requirements of the Consortium and the Governor, and may include the following:

- Development of an online website and portal for the submittal and documentation of public comments; and

- Facilitation of advertised public meetings with various stakeholder and citizen groups.

Comments received from stakeholders and the public will be summarized in a Technical Memorandum, and presented to the Consortium. If directed by the Consortium, the ESA consultant team will make further revisions to the Draft FSEP.

#### **Task 14 - Prepare Final FSEP**

Upon formal adoption by the Consortium, the Draft FSEP will be submitted to the Governor for review. Pursuant to the MOU between the Governor and the Consortium, the Draft FSEP shall be submitted to the Governor at least 90 day prior to its transmittal to the Council. Upon receipt of the Draft FSEP, the Governor shall provide comments back to the Consortium within 30 days. The Consortium shall have 30 days from the date of receipt of the Governor's comments to revise the Draft FSEP in accordance with the Governor's comments and submit the revised Draft FSEP back to the Governor for formal transmittal to the Council.

It is anticipated that further coordination and liaison with the Governor and the Council will be required to obtain formal Council approval of the FSEP. Therefore, this task includes formal presentations of the revised Draft FSEP to the Governor and the Council, as well as continued coordination with the Consortium and the FDEP. Upon receipt of comments on the revised Draft FSEP from the Council, the ESA consultant team will prepare the final FSEP document for formal approval by the Council.

The ESA consultant team will produce up to 50 hard and electronic (CD) copies of the final FSEP for distribution to the Council, the Governor, the FDEP, and the Consortium.

#### **Task 15 – Planning Grant Management**

Langton Associates of the ESA consultant team will provide planning grant management services throughout the duration of the FSEP development process. Services will include coordination with the Council with regard to grant allocation requests, progress reports, etc.

## Schedule

It is anticipated that the scope of work described above will be completed within 24 months from the award of the planning grant from the Council. The anticipated project schedule broken down by task is shown in the Gantt chart below.

Task No.	Months from Planning Grant Award																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Complete Pending Approval of Revised AGA																							
2	Complete																							
3	█	█	█	█																				
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15	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

Events not under the control by the ESA consultant team (e.g., delayed agency review times) may affect the project schedule. The Consortium shall be notified by ESA in writing of any substantial modifications to this project schedule, and shall provide documentation of the causes for any project delays.

## Compensation

As noted above, Tasks 1 and 2 (Phase I), and a portion of Task 13, have been completed. The total and remaining project budget amounts are broken down in the table below by task.

<b>Task No.</b>	<b>Task Description</b>	<b>Maximum Hours</b>	<b>Maximum Dollars</b>	<b>Percent Complete</b>	<b>Remaining Budget</b>
1	Prepare PSEP & Administrative Grant Application	248	\$50,980	100%	\$0
2	Conduct Consortium Goal Setting Workshop	104	\$21,560	100%	\$0
3	Compile Preliminary Project List	1,472	\$301,760	0%	\$301,760
4	Screen, Attribute and Map the Preliminary Project List	922	\$189,010	0%	\$189,010
5	Perform Gaps, Overlaps, and Opportunities Analysis	734	\$150,470	0%	\$150,470
6	Develop the Draft Project List and Spatial Database	568	\$116,440	0%	\$116,440
7	Develop Project Evaluation Criteria	480	\$98,400	0%	\$98,400
8	Conduct Project Evaluation and Refinement	1,480	\$303,400	0%	\$303,400
9	Conduct Project Leveraging Analysis	982	\$201,310	0%	\$201,310
10	Develop Project Sequencing & Implementation Strategy	960	\$196,800	0%	\$196,800
11	Prepare Draft FSEP	1,600	\$328,000	0%	\$328,000
12	Draft FSEP Review and Revisions	1,300	\$266,500	0%	\$266,500
13	Stakeholder Outreach and Public Involvement	1,204	\$246,820	33%	\$164,432
14	Prepare Final FSEP	640	\$131,200	0%	\$131,200
15	Planning Grant Management	586	\$120,130	0%	\$120,130
<b>Totals</b>		<b>13,282</b>	<b>\$2,722,780</b>	<b>6%</b>	<b>\$2,567,852</b>

It should be noted that the labor hours and dollars shown in the budget summary table above represent maximums. Work to be conducted under each task will be subject to detailed Work Orders to be reviewed and approved by the Consortium prior to authorization to proceed.

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 11.2  
Approval of Work Order # 4 for Phase II/Task 3  
(County Visits)**

**Executive Summary:**

Board approval of Work Order # 4 for Phase II/Task 3 of the ESA Consulting Contract for the Development of the State Expenditure Plan, to compile the preliminary project list - Phase II.

**Background:**

The development of the Florida State Expenditure Plan is being conducted by a competitively-procured team of consultants, led by Environmental Science Associates (ESA). The agreement between ESA and the Gulf Consortium is a not-to-exceed contract, with the work being approved by the Board of Directors, in the form of Work Orders.

**Analysis:**

The objective of Work Order # 4 for Phase II/Task 3 is to compile the preliminary lists of projects, programs and activities to potentially be included in the Florida State Expenditure Plan. This list is to be generated by the 23 member counties through a preliminary nomination and consultation process facilitated by the ESA consultant team.

The specific activities and work products associated with each is described in the attached Work Order # 4 for Phase II/Task 3.

**Options:**

- (1) Approval of Work Order # 4 for Phase II/Task 3; or
- (2) Provide other direction to staff.

**Fiscal Impact:**

The Consortium's payment obligation for this work order is contingent upon the receipt of planning grant funds from the Restoration Council. The Consultant shall be compensated on a fixed fee basis, and shall provide monthly invoices indicating the percent complete for each subtask through completion of Task 3. The total fixed fee for Work Order #4 shall not exceed \$301,760 regardless of actual accrued costs.

**Attachments**

Work Order # 4 for Phase II/Task 3.



**Recommendation:**

Approve Work Order # 4 for Phase II/Task 3.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

**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**

**-WORK ORDER #4-**

**Phase II/Task 3 - Compile the Preliminary Project List**

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

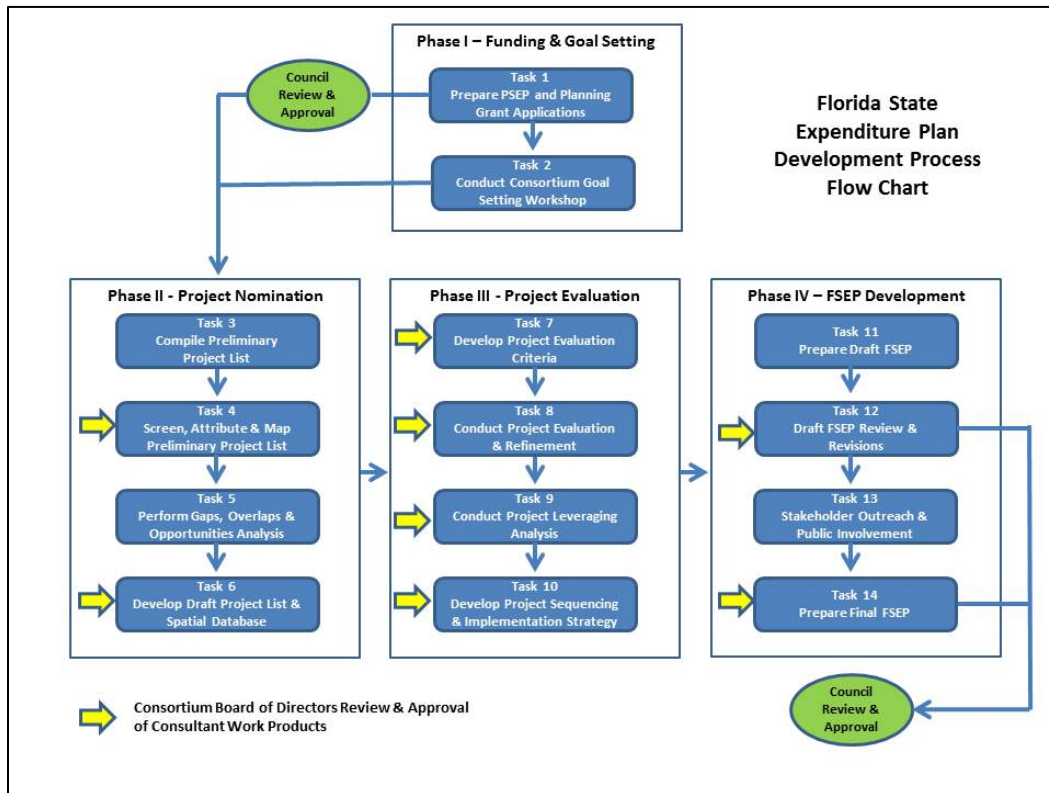
WHEREAS, the Agreement requires written Work Orders to be issued by the Consortium for work to be performed by the Consultant; and

WHEREAS, the Consortium desires the Consultant to compile the preliminary list of projects, programs and activities to potentially be included in the Florida State Expenditure Plan.

NOW, THEREFORE, the Parties agree to Work Order #4 as follows:

**Background**

This Work Order #4 authorizes the Consultant to conduct all work necessary to complete Task 3 of the amended State Expenditure Plan development process shown in the flow chart below.



Task 3 is the first of four tasks to be conducted in Phase II – Project Nomination - of the FSEP development process. Task 3 involves the compilation of the preliminary list of projects, programs and activities to potentially be included in the Florida State Expenditure Plan. This list is to be generated by the 23 member counties through a preliminary nomination and consultation process facilitated by the ESA consultant team. The specific activities and deliverables associated with Work Order #4 are described below.

### **Scope of Work**

The ESA consultant team will prepare general screening criteria, to be approved by the Gulf Consortium and used as the guiding criteria throughout the preliminary project list development process. A standard project nomination form will be distributed, along with the screening criteria and other guidance materials, to assist the counties in identifying potential project concepts and develop the preliminary project list. The 23 counties will utilize these materials to submit their preliminary project concepts for review. It is important to note that the submittal of project concepts at this stage is totally non-binding for the counties. Project concepts proposed by the individual counties could include:

- Environmental and economic projects identified as part of County Direct Component activities through coordination with local RESTORE Act citizen and stakeholder committees
- Environmental projects identified in existing coastal resource and watershed management plans (e.g., National Estuary Program CCMPs; Water Management District SWIM Plans, etc.).
- Applicable County projects identified in Capital Improvement Programs or other County economic development initiatives.

The ESA consultant team will review the submitted materials and then meet with each of the 23 counties, as requested, to assist them in identifying and/or prioritizing their preliminary project concepts, and in finalizing their project nomination forms. These county work sessions will be conducted as 1-day planning sessions. The format of these sessions will be determined by the county and may or may not include an elected official and staff from each county, as well as stakeholders. In addition, if requested, the ESA consultant team will facilitate regional discussions and assist in identifying potential shared interests, goals, themes, and collaborative opportunities through the Spill Impact Component. These discussions will include assistance and advice on the potential for leveraging and partnering in order to maximize the efficient use of dollars and the cumulative benefits of all projects ultimately included in the FSEP. If required by the format, these work sessions will be conducted in accordance with Florida's Open Government Laws. Upon submittal of revised project nomination forms and project concepts from each of the counties, the ESA consultant team will compile the preliminary project list which represents the first cut of project concepts for potential inclusion in the FSEP.

**Schedule**

The Task 3 work effort described above will commence on June 28, 2016 - contingent upon Consortium Board approval - and will be completed on or before October 31, 2016.

**Compensation**

Compensation of the Consultant for this and all future Work Orders shall be contingent upon receipt of planning grant funds from the Restoration Council. For cost-estimating purposes the Task 3 work effort is broken down into subtasks, and the approximate effort for each subtask is shown in the table below. Depending on the needs of the project, the actual work effort for each subtask may vary, however, the total shall dollar cost shall not be exceeded.

Task 3 - Compile Preliminary Project List			
Subtask	Description	Hours	Dollars @\$205/hour*
3.1	Develop project screening criteria	48	\$9,840
3.2	Develop standard project nomination form	48	\$9,840
3.3	Distribute and review form with each county	88	\$18,040
3.4	Review submitted project nomination forms	92	\$18,860
3.5	Conduct project planning workshops	1,104	\$226,320
3.6	Compile preliminary project list	92	\$18,860
Totals		1,472	\$301,760

\* Blended rate used for cost estimating includes: overhead; profit; reimbursable expenses; and project management.

The Consultant shall be compensated on a fixed fee basis, and shall provide monthly invoices indicating the percent complete for each subtask through completion of Task 3. The total fixed fee for Work Order #4 shall not exceed \$301,760 regardless of actual accrued costs.

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: \_\_\_\_\_  
Vice President or designee

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECRETARY/TREASURER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
Gulf Consortium General Counsel

BY: \_\_\_\_\_

Sarah M. Bleakley  
Nabors, Giblin & Nickerson, P.A.  
General Counsel to the  
Gulf Consortium

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 11.3  
Approval of Work Order # 5 for Task 15  
(Grant Administration)**

**Executive Summary:**

Board approval of Work Order # 5 for Task 15 of the ESA Consulting Contract for the Development of the State Expenditure Plan, planning grant management services.

**Background:**

The development of the Florida State Expenditure Plan is being conducted by a competitively-procured team of consultants, led by Environmental Science Associates (ESA). The agreement between ESA and the Gulf Consortium is a not-to-exceed contract, with the work being approved by the Board of Directors, in the form of Work Orders.

In June 2015, the Consortium Board planned to use the grant administration services of Leon County to assist with the work effort described in attached Work Order # 5 by amending the Consortium's Interlocal Agreement with Leon County. However, during the iterative planning grant application process between the Consortium and the Restoration Council, it became clear that these services needed to be competitively procured in order to be eligible for grant funding. Accordingly, the Gulf Consortium would not have been able to compensate Leon County for its ongoing work effort in this regard. A part of the original RBAFO from the ESA Consultant Team did include grant services and the attached Work Order has been included in the ESA Agreement Amendment in Agenda Item 11.1.

**Analysis:**

The objective of Work Order #5 authorizes the Consultant to conduct Task 15 - Planning Grant Management Services - throughout the duration of FSEP development process, and the life of the planning grant.

**Options:**

- (1) Approval of Work Order # 5 for Task 15; or
- (2) Provide other direction to staff.

**Fiscal Impact:**

The Consortium's payment obligation for this work order is contingent upon the receipt of planning grant funds from the Restoration Council. The Consultant shall be compensated on a fixed fee basis for 24 months, or the life of the planning grant, whichever is less, and shall provide monthly invoices for 1/24<sup>th</sup> of

the fixed fee not-to-exceed amount, or \$5,000 per month. The total fixed fee for Work Order #5 shall not exceed \$120,000, regardless of actual accrued costs.

**Attachments**

Work Order # 5 for Task 15.

**Recommendation:**

Approve Work Order # 5 for Task 15.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

**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**

**-WORK ORDER #5-**

**Task 15 - Planning Grant Management Services**

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

WHEREAS, the Agreement requires written Work Orders to be issued by the Consortium for work to be performed by the Consultant; and

WHEREAS, the Consortium desires the Consultant to conduct grant management services for the Council Planning Grant to prepare the Florida State Expenditure Plan

NOW, THEREFORE, the Parties agree to Work Order #5 as follows:

**Background**

This Work Order #5 authorizes the Consultant to conduct Task 15 - Planning Grant Management Services - throughout the duration of FSEP development process, and the life of the planning grant.

An element of the original Invitation To Negotiate (ITN) and the subsequent Request for Best And Final Offer (RBAFO) proposals from the ESA Consultant Team was to provide SEP implementation & grant management as an additional service. During the proposal review process ESA added to their team the grant writing and grant management firm of Langton Associates. Therefore, having been properly procured the Gulf Consortium, Langton Associates of the ESA consultant team will provide planning grant management services throughout the duration of the FSEP development process.

**Scope of Work**

Services will include coordination with the Council with regard to all required financial controls, coordination and communications with the Council, documentation, reporting, record-keeping, monitoring, procurement, grant amendments/modifications, closeout, and independent auditing.

**Schedule**

Planning grant management services will commence on June 28, 2016 - contingent upon Consortium Board approval - and will continue for the life of the planning grant, which is anticipated to be approximately 2 years or June 30, 2018.



**Compensation**

Compensation of the Consultant for this and all future Work Orders shall be contingent upon receipt of planning grant funds from the Restoration Council. For cost-estimating purposes the Task 15 work effort is broken down into subtasks, and the approximate effort for each subtask is shown in the table below. Depending on the needs of the project, the actual work effort for each subtask may vary, however, the total shall dollar cost shall not be exceeded.

Task 15 – Planning Grant Management			
Subtask	Description	Hours	Dollars @\$205/hour*
15.1	Financial controls	120	\$24,600
15.2	Continuing education/coordination with Council	80	\$16,400
15.3	Reporting through RAAMs	100	\$20,500
15.4	Record keeping	80	\$16,400
15.5	Monitoring	90	\$18,450
15.6	Procurement	40	\$8,200
15.7	AGA amendments/modifications through RAAMS	20	\$4,100
15.8	Documenting internal policies and procedures	20	\$4,100
15.9	Project closeout through RAAMS	20	\$4,100
15.10	Independent audit of grant	16	\$3,280
Totals		586	\$120,130

\* Blended rate used for cost estimating includes: overhead; profit; reimbursable expenses; and project management.

The Consultant shall be compensated on a fixed fee basis for 24 months, or the life of the planning grant, whichever is less, and shall provide monthly invoices for 1/24<sup>th</sup> of the fixed fee not-to-exceed amount, or \$5,000 per month. The total fixed fee for Work Order #5 shall not exceed \$120,000, regardless of actual accrued costs.

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: \_\_\_\_\_  
Vice President or designee

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECRETARY/TREASURER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
Gulf Consortium General Counsel

BY: \_\_\_\_\_

Sarah M. Bleakley  
Nabors, Giblin & Nickerson, P.A.  
General Counsel to the  
Gulf Consortium

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 12  
Approval of Revised Planning Grant Application**

**Executive Summary:**

This item seeks approval of the revised Planning Grant Application for submission to the Restoration Council on April 22, 2016.

**Background:**

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

After exercising its delegated authority, on September 23, the Executive Committee approved the final grant applicability and it was submitted on September 24, 2015, to the Restoration Council.

Langton Associates contacted Council staff for comments on the Planning Grant application and on November 6, 2015, Council staff responded with five questions, labeled as "initial review". Those questions related to procurement, cost basis and budget. Lisa King of Langton Associates submitted a response to those questions to Council staff via email on December 10, 2015.

On December 7, 2015 Mary Pleffner, CFO of the Council sent a letter to Chair Robinson with 14 additional questions related to the Planning Grant application. Those questions related to Task 16 (Conceptual Design and Feasibility Studies) and differences between the budget and the consultant's BAFO. Chair Robinson replied to those questions, in writing, on December 22, 2015. Ms. Pleffner responded to Chair Robinson's letter on January 28, 2016 requesting additional revisions to the application (attached). On February 12, 2016 Chair Robinson, Consortium staff and the consultant team met with Justin Ehrenwerth, Executive Director of the Gulf Coast Ecosystem Restoration County, Ms. Pleffner and others of his staff, and Mimi Drew and others from DEP to discuss clarification of several issues related to the administrative grant.

The Council staff gave direction to the Consortium at this meeting on outstanding issues including:

- Change in project selection process originally recommended in the PSEP to a county-by-county basis. The Council has asked for a revised scope of work and budget narrative that reflects this change as well as the changes to the ESA scope since the BAFO.
- The Council requested a single-source procurement justification for Task 16. (This task is now referred to as Task 8 in the revised SEP development process)

- Council has adopted our suggested definition of “conceptual plans and feasibility studies”.
- Council requested re-work of the grant budget to include all pre-award costs (Our Phase 1 activities) to reflect the time lapse since the submission of the application in September 2015.
- Council requested more in-depth justification for blended hourly wage rates for consultant fixed fee contracts.

On March 8, 2016 Doug Robison, Mike Langton, and Ginger Delegal met with Mary Pleffner in Tampa to discuss changes to the grant application. At that time Ms. Pleffner advised that the vendor for Task 8 would require competitive procurement. This meeting also resulted in agreement on items requiring additional detail, the list of which was memorialized in an email from Joshua Easton of the Council staff which identified the following five items to be provided immediately:

1. Detailed cost basis information on the Langton sub-award;
2. Draft invoice for Task Order #3 with detailed labor & expense backup;
3. Example detailed cost estimate for Task 3;
4. State of Florida procurement provisions (Competitive Consultants Negotiation Act – CCNA); and,
5. Revised ESA contract summary tables.

The above items were submitted to Council staff by the consultant team on March 15, 2016.

Mr. Easton’s email also indicated that the following items should be submitted to the Council as they become available:

1. A new, complete application package that includes new SF-424 and certifications;
2. Full detailed cost basis for all ESA tasks based on the example provided and that Council staff approves; and,
3. Copy of the new executed ESA contract.

On April 5, Lisa King and Heather Pullen of Langton Associates attended a workshop in Baton Rouge about the Restoration Assistance and Award Management System (RAAMS) sponsored by the Council. This web-based system will be used for all stages of the grant cycle including Planning Grant Application, State Expenditure Plan, and SEP project application submissions as well as amendments, financial and performance reports and final closeout documentation. This system has previously been used by the Council for submission of Pot 2 projects and they have now mandated that this system will be used for the submission of the Consortium’s Planning Grant Application. While the format is different than the grant application submitted by the Consortium previously, the information required is the same. Staff has initiated registration procedures needed to ready the application for submission through this system, and the grant will be submitted on April 22, 2016 pending approval by the Consortium.

The revised planning grant application that is being presented addresses all of the concerns and issues that Langton Associates, Consortium staff, and the Restoration Council have informally resolved in the last several months. In addition, this revision will contain the amendment ESA Team contract cost and scope. The total amount of the planning grant application will not exceed the PSEP original planning grant application submission (approximately \$4.8 million).

**Fiscal Impact:**

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

**Attachments:**

Revised Planning Grant Application.

**Recommendation:**

- (1) Approve the revised Planning Grant Application for immediate submission to the Restoration Council;
- (2) Authorize staff to make technical changes, before submission, as necessary and prudent; and,
- (3) Authorize the Executive Committee to approve any substantive changes as necessary so long as the total grant amount does not exceed what is attached hereto.

**Prepared by:**

Lisa King  
Langton Associates  
On: April 14, 2016

**Action Taken:**

Motion to: \_\_\_\_\_, Made by: \_\_\_\_\_;

Seconded by: \_\_\_\_\_.

Approved\_\_\_\_; Approved as amended\_\_\_\_; Defeated\_\_\_\_\_.





Administrative Grant Application

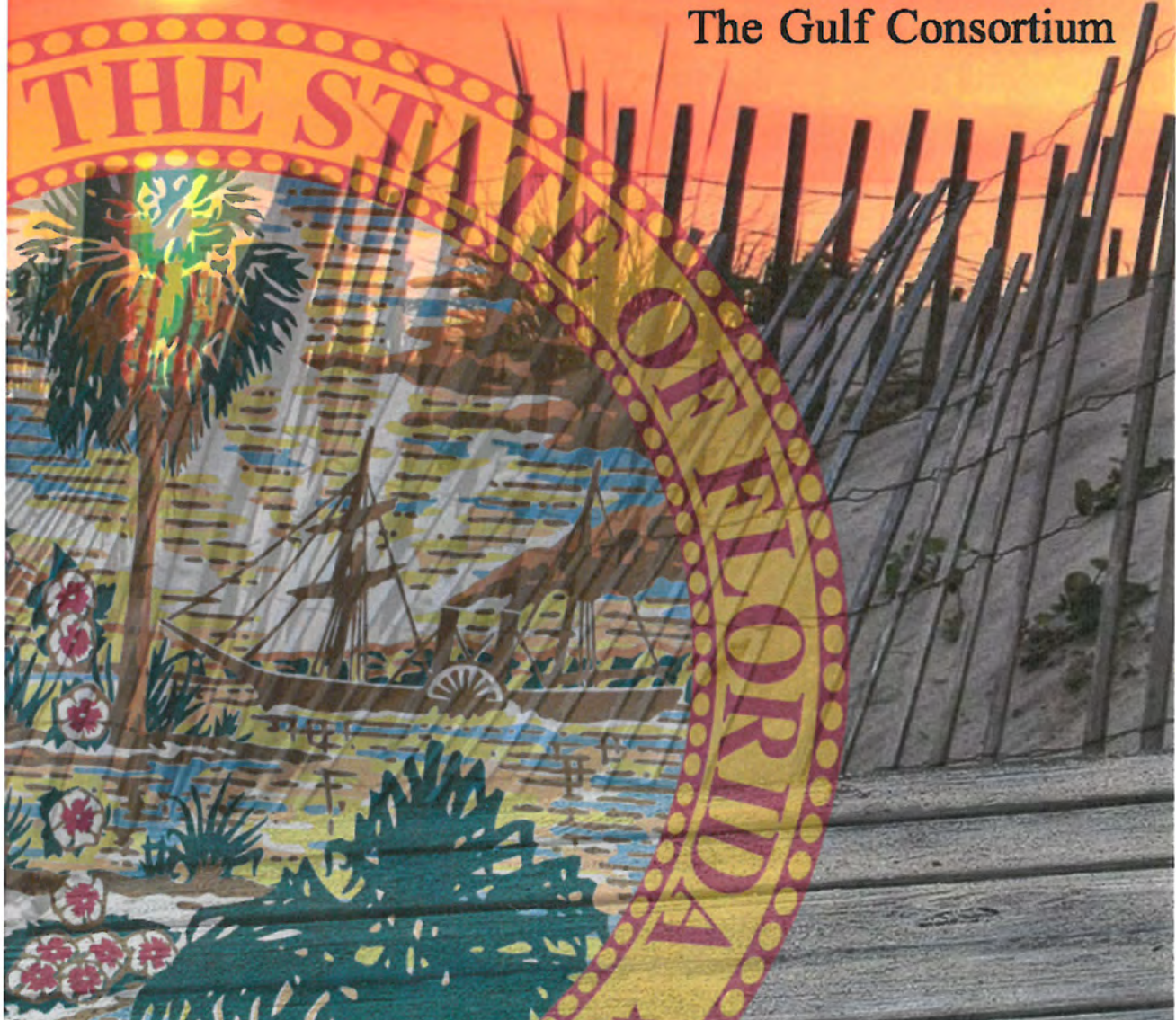
# State Expenditure Plan For The State Of Florida

Submitted To:

The Gulf Coast Ecosystem  
Restoration Council

Submitted By:

The Gulf Consortium





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

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<u>Appendix 16</u> Leon County Clerk's Office Policy and Procedure Manual	
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# Required Forms





Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> _____	<b>4. Applicant Identifier:</b> _____	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> _____	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Gulf Consortium		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 46-1662290	<b>* c. Organizational DUNS:</b> 0799370650000	
<b>d. Address:</b>		
<b>* Street1:</b> 100 South Monroe Street	_____	
<b>Street2:</b>	_____	
<b>* City:</b> Tallahassee	_____	
<b>County/Parish:</b>	_____	
<b>* State:</b>	FL: Florida	
<b>Province:</b>	_____	
<b>* Country:</b>	USA: UNITED STATES	
<b>* Zip / Postal Code:</b> 32301-9999	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b>	<b>Division Name:</b>	
_____	_____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr	<b>* First Name:</b> Scott	_____
<b>Middle Name:</b>	_____	
<b>* Last Name:</b> Shalley	_____	
<b>Suffix:</b>	_____	
<b>Title:</b> Executive Director		
<b>Organizational Affiliation:</b> Florida Associate of Counties (FAC)		
<b>* Telephone Number:</b> 850-922-4300	<b>Fax Number:</b> 850-488-7501	
<b>* Email:</b> sshalley@fl-counties.com		

**Application for Federal Assistance SF-424**

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

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Gulf Consortium

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

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

**11. Catalog of Federal Domestic Assistance Number:**

87.052

CFDA Title:

Gulf Coast Ecosystem Restoration Council Spill Impact Program

**\* 12. Funding Opportunity Number:**

GCC-GRANT-SEP-15-001

\* Title:

Spill Impact Component Planning Grants

**13. Competition Identification Number:**

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

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

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="4,640,675.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="4,640,675.00"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

- Yes  No

If "Yes", provide explanation and attach

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix:

\* First Name:

Middle Name:

\* Last Name:

Suffix:

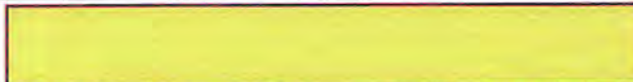
\* Title:

\* Telephone Number:

Fax Number:

\* Email:

\* Signature of Authorized Representative:



\* Date Signed:

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Spill Impact Component Planning Grants		\$ 4,640,675.00	\$ 0.00	\$	\$	\$ 4,640,675.00
2.						
3.						
4.						
5. Totals		\$ 4,640,675.00	\$	\$	\$	\$ 4,640,675.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Spill Impact Component Planning Grants				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	4,640,675.00				4,640,675.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	4,640,675.00				4,640,675.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 4,640,675.00	\$	\$	\$	\$ 4,640,675.00
7. Program Income	\$ 0.00	\$	\$	\$	\$

Authorized for Local Reproduction



**SECTION C - NON-FEDERAL RESOURCES**

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

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	13. Federal	\$ 3,087,433.00	\$ 900,073.00	\$ 729,120.00	\$ 729,120.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 3,087,433.00	\$ 900,073.00	\$ 729,120.00	\$ 729,120.00	\$ 729,120.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Spill Impact Component Planning Grants	\$ 1,553,242.00	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 1,553,242.00	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:		22. Indirect Charges:	
23. Remarks:			



# The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

## Certifications

### Preface

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

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

### Section 1 – Certifications for Expenditures

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

# The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

## Section 2 - Assurances, Non-construction programs (SF 424 B equivalent)<sup>1</sup>

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

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

---

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



# The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

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

# The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

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

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

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

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

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

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

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## Section 3 - Assurances, Construction Programs (SF 424 D equivalent)<sup>2</sup>

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

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

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

# The Gulf Coast Ecosystem Restoration Council

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

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

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

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

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

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



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

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

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

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

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

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

# The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 7013

## Section 4 - Required Certifications - Council Standard Terms and Conditions<sup>3</sup>

a. I certify that each activity funded under this Agreement has been primarily designed to plan for or undertake activities to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast Region.

b. I certify that each activity funded under this Agreement is designed to carry out one or more of the eligible activities for this component.

c. I certify that each activity funded under this Agreement, other than planning assistance, was part of a plan made available for public review and comment in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, and that the activity was selected after consideration of meaningful input from the public, as described in the grant application.

d. I certify that each activity funded under this Agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.

e. I certify that this recipient has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. This recipient agrees that it will not request funds under this award for any contract unless this certification remains true and accurate.

f. I certify that a conflict of interest policy is in effect and covering each activity funded under this Award agreement.

g. I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that this recipient maintains written documentation sufficient to support each certification made above, and that this recipient's compliance with each of these certifications is a condition of this recipient's initial and continuing receipt and use of the funds provided under this Agreement.

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

# The Gulf Coast Ecosystem Restoration Council

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## Section 5 - Submission

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

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

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

Project Name: State Expenditure Plan Development

Name of Authorizing Official

Prefix: The Honorable

First Name: Grover

Middle Name: (Optional): C.

Last Name: Robinson

Suffix: IV

Title of Authorizing Official: Chair, Gulf Consortium

SIGNATURE: \_\_\_\_\_

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

Phone Number: (850) 922-4300

Date submitted: 04/22/2016



The Gulf Coast Ecosystem Restoration Council  
New Orleans, LA 7013

## Certification Instructions

The Gulf Coast Ecosystem Restoration Council (Council) is the independent federal entity responsible for managing a portion of the Gulf Coast Restoration Trust fund. The Council uses the standards set forth in Code of Federal Regulations, Title 2 Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200), and which the Council has adopted in Code of Federal Regulations Title 2, Part 5900.101, Adoption of 2 CFR Part 200.<sup>1</sup>

These certifications are required by federal law, Department of the Treasury (Treasury) regulations and the Restore Act and must be submitted with each application to the Council for financial assistance under the RESTORE Act Comprehensive Plan Component and Spill Impact Component. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of the Restore Act funds.

Please read the forms carefully and complete the required certifying information electronically. Once the authorized senior official has signed the documents, please scan the signed certification documents and submit them electronically.

- If submitting the application by email, the completed signed forms must be returned by email to:

For SEP: [sep-grant\\_applications@restorethegulf.gov](mailto:sep-grant_applications@restorethegulf.gov)

For FPL: [fplproposalsubmissions@restorethegulf.gov](mailto:fplproposalsubmissions@restorethegulf.gov)

- If the application is submitted through the Council's automated Restoration Assistance and Award Management System (RAAMS), the scanned certification documents must be uploaded as part of the application process.
- **DO NOT USE** the submit form button that appears at the upper right-hand corner of the form.

Normally, two original certification documents must be submitted with the application, as follows. In addition, these certifications must be submitted to the Council on at least an annual basis.<sup>2</sup>

- RESTORE Council Applicant Certifications – includes the required RESTORE Act certifications, certification regarding debarment, suspension and other responsibility matters, certification regarding drug-free workplace requirements, and required certifications regarding lobbying.
- Assurances (SF-424B or SF-424D) – for projects involving construction or real property/ land acquisition, complete the Assurances for Construction Programs (Standard Form 424D); for non-construction projects, complete the Assurances – Non-Construction Programs (Standard Form 424B). Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Council Grants Officer.

<sup>1</sup> See also § 200.205, 200.207, 200.300, 200.302, 200.303

<sup>2</sup> See 2 C.F.R. § 200.208



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Additional certifications are required in the following situations throughout the award life cycle

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

Certification of the Applicant's Authorized Representative

For each of the certification documents, identify the individual who has the authority to commit the organization to the Council's grant management requirements and who can certify the accuracy of the statements made in the forms.



## RESTORE Council Applicant Certifications Gulf Coast Ecosystem Restoration Council

Based on OMB Approval No. 1505-0250

Directions: These certifications are required by federal law and Department of the Treasury (Treasury) regulations to be submitted with each application to The Gulf Coast Ecosystem Restoration Council (the Council) for financial assistance under the RESTORE Act Council-Selected Restoration Component or Spill Impact Component. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of the Comprehensive Plan or Spill Impact Component funds.

### A. RESTORE Act Certification

Pursuant to the RESTORE Act, I certify that for any award Agreement resulting from this application:

1. Each activity funded under this Agreement has been primarily designed to plan for or undertake activities to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast region.
2. Each activity funded under this Agreement is designed to carry out one or more of the eligible activities for the Council Selected Restoration Component or Spill Impact Component.
3. Each activity funded under this Agreement, other than planning assistance, was part of a plan made available for public review and comment in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, and that the activity was selected after consideration of meaningful input from the public, as described in the grant application.
4. Each activity funded under this Agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.
5. This recipient has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. This recipient will not request funds under this award for any contract unless this certification remains true and accurate.
6. Pursuant to 2 C.F.R. § 200.303, this recipient will establish and maintain effective internal control over any award made based on this application that provides reasonable assurance that this recipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. No material deficiencies in this recipient's internal controls are known.
7. A conflict of interest policy consistent with 2 C.F.R. § 200.318(c) is in effect and covering each activity funded under this Agreement.
8. This recipient will comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and all other applicable federal laws and regulations concerning anti-discrimination.

I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that this Applicant maintains written documentation sufficient to support each certification made above, and that this Applicant's compliance with each of these certifications is a condition of this Applicant's initial and continuing receipt and use of the funds provided under this Agreement.

### B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

Instructions: The inability of an applicant to provide the certification required below will not necessarily result in the denial of participation in

this covered transaction. The prospective Applicant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Council's approval of the proposed Application. However, failure of the Applicant to furnish a certification or an explanation shall disqualify such person/entity from participation in this transaction. Please be advised of the following:

1. This certification is a material representation of fact upon which reliance is placed when the Council determines to enter into this transaction. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Council may terminate this transaction for cause or default.
2. The Applicant shall provide immediate written notice to the Council if at any time the Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause (certification), have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Council for assistance in obtaining a copy of those regulations (31 C.F.R. Part 19).
4. The Applicant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Council.
5. The Applicant further agrees by submitting this Application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," to be provided by the Council, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions (see 31 C.F.R. Part 19, Appendix).
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of this certification, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. This collection is based upon OBM control number 1505-0250. The time required to complete this information collection is estimated to average 10 hours, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of the time estimate and suggestions for reducing this burden should be directed to the Department of the Treasury, RESTORE Act Program, 1500 Pennsylvania Ave., NW, Washington, DC 20005.



transaction, in addition to other remedies available to the Federal government, the Council may terminate this transaction for cause or default.

By signing and submitting this Application, the prospective primary participants (the Applicant) is providing the certification set out below.

**The prospective primary participant (the Applicant) certifies to the best of its knowledge and belief, that it and its principals:**

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Application 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, such Applicant shall attach an explanation to this proposal.

**C. Certification Regarding Drug-Free Workplace Requirements**

**The Applicant certifies that it will provide a drug-free workplace by:**

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employee for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Applicant's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance program;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying the employee in the statement required by paragraph (1) of this certification that, as a condition of employment in such grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug use statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the granting agency in writing, within ten calendar days after receiving notice of a conviction under paragraph (4)(b) of this certification from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 days of receiving notice under paragraph (4)(b) of this certification, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

**D. Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S. Code section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Project Name: <b>Gulf Consortium State Expenditure Plan Planning Grant</b>	
Signature of Authorized Senior Official:	
Name: <b>Grover C. Robinson, IV</b>	Date: <b>04/22/2016</b>
Title: <b>Chair</b>	Organization: <b>Gulf Consortium</b>

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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


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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Gulf Consortium
APPLICANT ORGANIZATION Gulf Consortium	DATE SUBMITTED 04/22/2016





The Gulf Coast Ecosystem Restoration Council  
New Orleans, LA 70130

## Certification Regarding Lobbying

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

### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

# The Gulf Coast Ecosystem Restoration Council

New Orleans, LA 70130

Name of applicant Organization: Gulf Consortium

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

Project Name: State Expenditure Plan Development

## **Name of Authorizing Official**

Prefix: The Honorable

First Name: Grover

Middle Name: (Optional): C.

Last Name: Robinson

Suffix: IV

Title of Authorizing Official: Chair, Gulf Consortium

**SIGNATURE** (digital or manual): \_\_\_\_\_

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

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

Date submitted (mm/dd/yyyy): 04/22/2016

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

**LOBBYING**

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

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

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

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

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

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

\* NAME OF APPLICANT

Gulf Consortium

\* AWARD NUMBER

\* PROJECT NAME

State Expenditure Plan Development

Prefix:

\* First Name:

Grover

Middle Name:

C.

\* Last Name:

Robinson

Suffix:

IV

\* Title:

Chair, Gulf Consortium

\* SIGNATURE: Sign here:

Completed by Grants.gov upon submission.

\* DATE: Date : 04/22/2016

Completed by Grants.gov upon submission.

**Statement for Loan Guarantees and Loan Insurance**

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

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

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



# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name: Gulf Consortium

\* Street 1: 100 South Monroe Street    Street 2: \_\_\_\_\_

\* City: Tallahassee    State: Florida    Zip: \_\_\_\_\_

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

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

<b>6. * Federal Department/Agency:</b> <u>The Gulf Coast Ecosystem Restoration Council/U.S. Department of Commerce</u>	<b>7. * Federal Program Name/Description:</b> <u>Spill Impact Component Planning Grants</u> CFDA Number, if applicable: _____
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<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ <u>4,640,675.00</u>
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**10. a. Name and Address of Lobbying Registrant:**

Prefix \_\_\_\_\_ \* First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

\* Last Name N/A Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ Street 2 \_\_\_\_\_

\* City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Prefix \_\_\_\_\_ \* First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

\* Last Name N/A Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ Street 2 \_\_\_\_\_

\* City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

\* Name: Prefix \_\_\_\_\_ \* First Name Grover Middle Name C.

\* Last Name Robinson Suffix IV    Date: 04/22/2016

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





**GULF**  
CONSORTIUM

# Project Narrative



## II. Project Narrative

### Introduction

This document constitutes the revised Administrative Grant Application for a planning grant to prepare the State of Florida's State Expenditure Plan. It has been prepared to meet or exceed the requirements for Administrative Grant Applications set forth in the *Announcement for Spill Impact Component Planning Grants*, Funding Opportunity #GCC-GRANT-SEP-15-001 (December, 2014) and the *Gulf Coast Ecosystem Restoration Council Recipient Proposal and Award Guide for Grant Recipients and Federal Interagency Agreement Servicing Agencies Recipient Guidance Manual version 1.01 (12-21-2015)*. Pursuant to direction provided in these guidance 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 must be approved by the Chairperson of the Council; and 2) the submission of all required administrative grant application materials by the responsible entity.

The State of Florida submitted its Planning State Expenditure Plan to the Council on April 2, 2015, and the Chairperson of the Council subsequently approved it on May 21, 2015, attached as **Appendix 1**. The State of Florida subsequently submitted its Administrative Grant Application addressing the requirements of the second phase of this process on September 24, 2015. Due to subsequent changes in the proposed Florida SEP development process revisions to the original Administrative Grant Application, as provided herein, were deemed necessary. Therefore, this document constitutes the revised Administrative Grant Application for a planning grant to prepare the State of Florida's SEP, and supplants the original Administrative Grant Application submitted on September 24, 2015.

### Responsible Entity

The Gulf Consortium (Consortium) is the designated entity responsible for the development of the Florida SEP, as recognized in the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) and subsequent rulemaking. The Consortium is a public entity created in October 2012 through an Interlocal Agreement between Florida's 23 Gulf Coast counties - from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida - to meet the requirements of the RESTORE Act. The *Interlocal Agreement Relating to the Establishment of the Gulf Consortium* is attached as **Appendix 2**.

The Consortium's Board of Directors consists of one representative from each of those county governments and six persons appointed by the Governor, for a total of 29 board members. Since its inception, the Consortium has met more or less every other month and has held numerous committee meetings to begin developing Florida's SEP. 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](mailto:gcrobins@co.escambia.fl.us)

**Administrative**

Scott Shalley, Executive Director  
Florida Association of Counties  
100 South Monroe Street  
Tallahassee, Florida 32301  
T: (850) 922-4300  
F: (850) 488-7501  
Email: [sshalley@fl-counties.com](mailto:sshalley@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 SEP. The MOU between the State of Florida and the Consortium is provided herein as **Appendix 3**.

The MOU recognizes that the RESTORE Act directs the Consortium to develop the Florida SEP. 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 SEP. 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 SEP:

- 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 SEP 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.
- The State Expenditure Plan takes into consideration the Council's Comprehensive Plan and is consistent with the goals, objectives and commitments of the Comprehensive Plan.

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

The Gulf Consortium has no taxing authority and receives no appropriations from the Florida Legislature. To date, the operations of the Consortium, including contract services and the initial phases of development of the Florida's SEP, have all been funded by way of contributions: Monetary contributions by the Consortium counties, totaling no more than \$147,550 in any given year, and through in-kind uncompensated services by the Florida Association of Counties, Leon County and Nabors, Giblin & Nickerson, P.A.

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

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

## **Selection of SEP Development Consultant**

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



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 Florida SEP including the project nomination process, the project evaluation process, the public involvement process, the team's cost proposals, and the additional services the team could provide to add value to the Consortium. Following completion of the interviews the Executive Committee, also in a public meeting, approved a Request for Best and Final Offer (RBAFO). Leon County Purchasing released the RBAFO to each of the four short-listed firms, and each firm provided a timely response to the RBAFO.

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

In light of policy decisions made at the Gulf Consortium's Board Meeting of November 17, 2015 to establish a predetermined geographic allocation of Spill Impact Component Funds pursuant to an "even-steven" or equal distribution of funds among the 23 Gulf Consortium Counties, revisions to the SEP development process are necessary. This change in direction reflects a movement from a "County-Independent" process to a "County-Driven" process and brings with it certain advantages and changes to the overall SEP development process.

The Gulf Consortium Board of Directors will consider a modification of ESA's contract including the scope of work, specific tasks and allocation of the budget line items. Those contract modification elements are reflected in the following project and budget narratives.

### **Pre-Award Activities**

In its RBAFO response, the ESA consultant team proposed a Florida SEP (FSEP) development process that was broken down into four phases:

- Phase I - Project Funding & Goal Setting;
- Phase II - Project Nomination;
- Phase III - Project Evaluation; and
- Phase IV - FSEP Development.

The ESA consultant team initiated work on Phase I in March 2015 with the preparation of the Planning State Expenditure Plan. The State of Florida submitted its Planning State Expenditure Plan to the Council on April 2, 2015, and the Chairperson of the Council subsequently approved it on May 21, 2015 (see **Appendix 1**). Shortly thereafter, the ESA consultant team began preparation of the Administrative Grant Application, which was subsequently submitted to the Council on September 24, 2015. Since that time the Consortium and the ESA consultant team have been responding to Council comments on the original Administrative Grant Application.

Concurrently, the ESA consultant team initiated planning and preparation for a facilitated goal setting workshop with the Gulf Consortium, which was held on August 26, 2015. At its November 17, 2015 meeting the Gulf Consortium formally voted on the three primary issues discussed at the August 26, 2015 goal setting workshop. With these votes the Consortium formally approved the following:

- Adoption of the Restoration Council’s Comprehensive Plan goals and objectives to serve as the framework for the FSEP, with the addition of a new eighth objective for the Florida SEP specifically addressing economic recovery.
- Decision to not establish predetermined project type allocations of Spill Impact Component funds for environmental versus economic projects to be included in the FSEP.
- Decision to establish a predetermined geographic allocation of Spill Impact Component funds pursuant to an “even-stein” or equal distribution of funds among the 23 counties.

The decision regarding a predetermined geographic allocation of Spill Impact Component funds essentially changes the FSEP development approach from a “County-Independent” process to a “County-Driven” process. This change brings with it certain advantages, including:

- Ensures that every Florida Gulf Coast county will actively participate in, and benefit from, the implementation of the FSEP by directing the use of its equal funding allocation towards county-proposed projects and/or county-supported projects proposed by other entities (e.g., National Estuary Programs; Water Management Districts, etc.).
- Provides more predictable programming and budgeting conditions for each county;
- Minimizes competition among counties and projects for funding, allowing counties to focus on plan development and to work more collaboratively; and
- Potentially streamlines the FSEP development process.

In addition, by working together to develop an integrated FSEP that is tied together thematically and, where appropriate, regionally, the Consortium and 23 counties will be able to:

- Gain more rapid and comprehensive support and approval of the FSEP and individual projects from the Governor's Office and the Restoration Council; and
- Maximize the ability to attract leveraged funds from other applicable funding sources including the Direct Component (Pot 1), the Council Selected Component (Pot 2), Florida Natural Resource Damages (NRD) funds, the Gulf Environmental Benefit Fund (NFWF), and others.

A County-driven FSEP development process necessitates the following changes to the approach originally proposed by the ESA consultant team:

- Changes the starting point for identifying potential projects from the Florida Department of Environmental Protection's online portal to the individual counties or to groups of counties working together and/or with other agencies;
- Eliminates the need to develop a separate online portal to solicit new project concepts from stakeholders;
- Modifies the project evaluation process from detailed benefit/cost analysis of multiple projects to conceptual design and feasibility reviews of proposed county projects;
- Alters the priority project ranking process from the inclusion/exclusion of projects to the temporal sequencing of projects, based on grant-readiness, leveragability, and other factors;
- Reduces the level of effort and shifts the focus of the public involvement program primarily to the review of the draft FSEP, to be conducted in Phase IV (FSEP development).

It should be noted that with the submittal and subsequent approval of the Planning State Expenditure Plan by the Council in May 2015, the completion of the Consortium Goal Setting Workshop in August 2015, and the submittal of this revised Administrative Grant Application, Phase I (Funding & Goal Setting) of the FSEP development process has been completed. Therefore, all work efforts and expenditures associated with Phase I now constitute Pre-Award Activities to be reimbursed with planning grant funds. Upon approval of this Administrative Grant Application by the Council the FSEP development process will move into Phase II (Project Nomination).

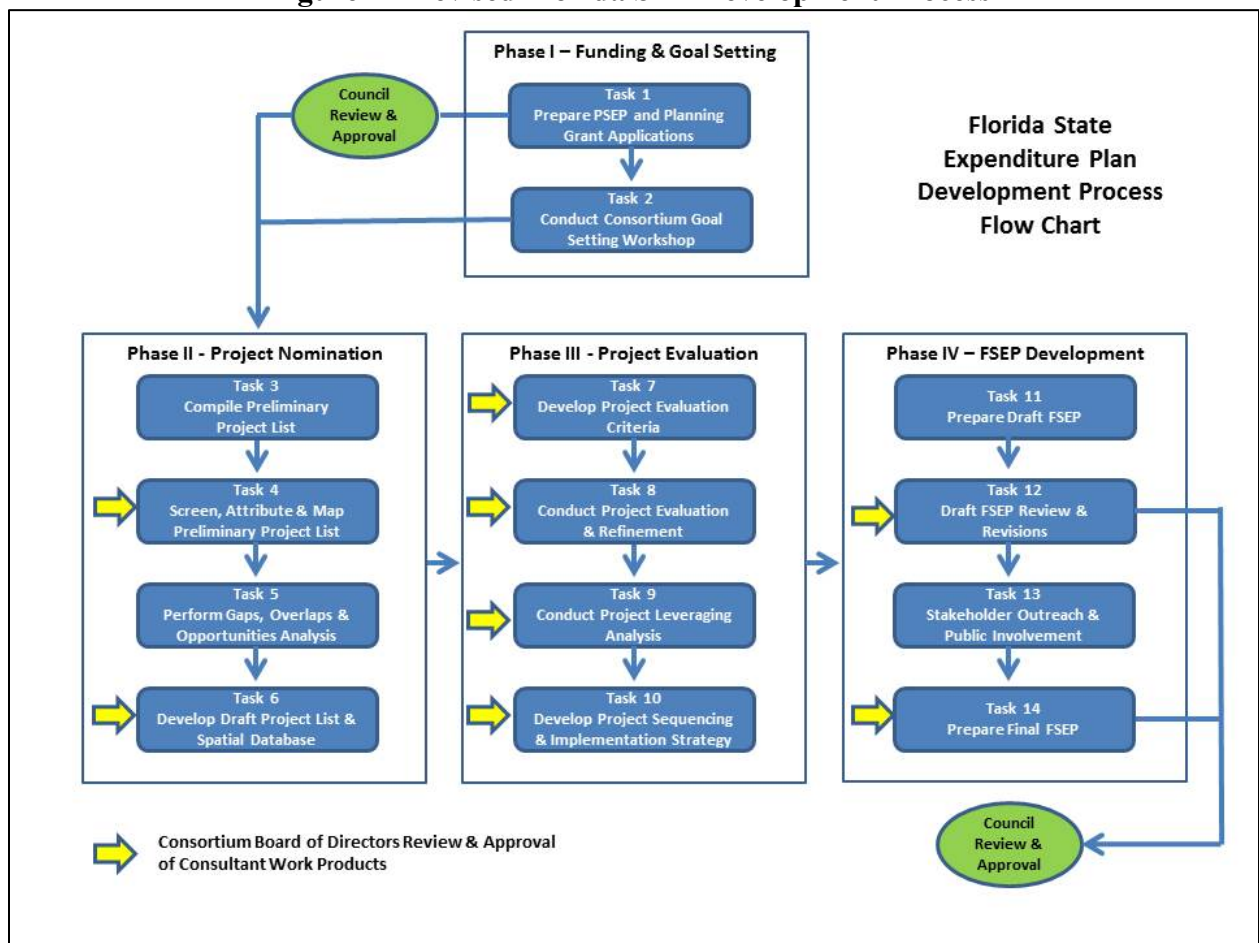
## **Revised FSEP Development Process**



In response to the Consortium’s direction, the ESA consultant team has developed a revised FSEP development process that accommodates the changes described above. The revised process still involves the same four phases; however, the tasks in Phases II, III, and IV have been modified, and the level of effort and costs associated with each has been updated accordingly. The schedule to develop the FSEP under the revised process is still estimated to be 24 months from the date of grant award. Finally, the revised approach will still exceed the minimum requirements set forth in the MOU, and will be consistent with the criteria specified in the RESTORE Act and the Council’s Comprehensive Plan.

The revised process flow chart of the development of the FSEP is shown in Figure 1, while **Appendix 6** provides the Proposed Milestones for the revised FSEP development process.

**Figure 1 - Revised Florida SEP Development Process**



The tasks under each phase of the revised FSEP development process are described below. Tasks are organized under three funding cycle categories: pre-award activities; year-one activities; and year-two activities. A breakout of the ESA Consultant Team contract by task and budget year can be found in Section III - Budget Narrative.

## **Pre-Award Activities**

### **Phase I – Funding and Goal Setting**

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

This task involved the preparation of the Planning State Expenditure Plan (PSEP) for the State of Florida, submittal of the PSEP to the Council for review, and coordination with the Council to obtain approval of the PSEP. This task also included the preparation of the Administrative Grant Application (AGA) for a planning grant, submittal of the AGA to the Council for review, and subsequent responses to requests for clarification and additional information from the Council. This task also included all meetings, teleconferences, and subsequent revisions to the original AGA as needed to obtain grant award by the Council. Subtasks included the following:

- 1.1 Prepare the PSEP.
- 1.2 Obtain approval by Gulf Consortium.
- 1.3 Submit PSEP to RESTORE Council.
- 1.4 Liaison and negotiate with Council for approval.
- 1.5 Prepare the AGA.
- 1.6 Obtain approval from Gulf Consortium.
- 1.7 Submit AGA to RESTORE Council for formal review.
- 1.8 Liaison and negotiate with Council for approval.

#### **Task 2 – Conduct Consortium Goal Setting Workshop**

This task involved the facilitation of a one-day goal setting workshop with the Gulf Consortium Board of Directors to deliberate on Florida-specific goals, objectives, and guiding principles for the Florida SEP. In addition, this workshop addressed two key questions: 1) should there be a pre-determined geographic allocation of funds; and 2) should there be a pre-determined allocation of funds for environmental vs. economic projects. The workshop was held on August 26, 2015 in St. Petersburg, Florida. This task also included: extensive pre-workshop interviews with all Consortium Directors (see **Appendix 7**); the development and distribution of a pre-workshop survey and supporting informational materials; analysis of survey results and development of summary workshop presentations. Finally, this task involved the development of a final summary report of the workshop proceedings (see **Appendix 8**), as well as an action item agenda for the subsequent November 17, 2015 Consortium meeting where formal decisions were voted on (see **Appendix 9**). Subtasks included the following:

- 2.1 Develop pre-workshop survey for Consortium Directors.
- 2.2 Conduct interviews with Consortium Directors.
- 2.3 Analyze survey results.
- 2.4 Conduct 8-hour Goal Setting Workshop.
- 2.5 Produce final Workshop Summary Report.
- 2.6 Prepare agenda item and present a summary brief to the Consortium for approval.

## **Year-One Activities**

### **Phase II – Project Nomination**

#### **Task 3 - Compile Preliminary Project Concept List**

The ESA consultant team will prepare general screening criteria, to be approved by the Gulf Consortium and used as the guiding criteria throughout the preliminary project list development process. A standard project nomination form will be distributed, along with the screening criteria and other guidance materials, to assist the counties in identifying potential project concepts and develop the preliminary project list. The 23 counties will utilize these materials to submit their preliminary project concepts for review. It is important to note that the submittal of project concepts at this stage is totally non-binding for the counties. Project concepts proposed by the individual counties could include:

- Environmental and economic projects identified as part of County Direct Component activities through coordination with local RESTORE Act citizen and stakeholder committees
- Environmental projects identified in existing coastal resource and watershed management plans (e.g., National Estuary Program CCMPs; Water Management District SWIM Plans, etc.).
- Applicable County projects identified in Capital Improvement Programs or other County economic development initiatives.

The ESA consultant team will review the submitted materials and then meet with each of the 23 counties, as requested, to assist them in identifying and/or prioritizing their preliminary project concepts, and in finalizing their project nomination forms. In addition, if requested, the ESA consultant team will facilitate regional discussions and assist in identifying potential shared interests, goals, themes, and collaborative opportunities through the Spill Impact Component. These discussions will include assistance and advice on the potential for leveraging and partnering in order to maximize the efficient use of dollars and the cumulative benefits of all projects ultimately included in the FSEP.

Upon submittal of revised project nomination forms and project concepts from each of the counties, the ESA consultant team will compile the preliminary project list which represents the first cut of project concepts for potential inclusion in the FSEP. Subtasks include the following:

- 3.1 Develop project screening criteria.
- 3.2 Develop standard project nomination form.
- 3.3 Distribute and review form and criteria with each county.
- 3.4 Review submitted project nomination forms.

- 3.5 Conduct county project planning workshops.
- 3.6 Compile the preliminary project list.

#### **Task 4 - Screen, Attribute and Map the Preliminary Project List**

The ESA consultant team will apply the screening criteria to the preliminary project list which may eliminate some projects that are not eligible for RESTORE Act funding or otherwise inconsistent with the goals, objectives and guiding principles adopted by the Consortium. The remaining projects will be attributed and converted into a GIS spatial database. Attribution will include such parameters as: project type; area affected by the project; project benefits; project costs; leveraging potential; project partners; etc. In addition, the screened preliminary project list will be digitized (e.g., project type; area affected; project cost; etc.) so that the full range and scope of the preliminary project list can be visually depicted in a map series. The screened preliminary project list will be mapped and summarized in a Technical Memorandum, and presented to the Consortium for discussion. Subtasks include the following:

- 4.1 Apply the screening criteria to preliminary project list.
- 4.2 Review and attribute preliminary project list.
- 4.3 Compile preliminary project list into a GIS spatial database.
- 4.4 Prepare GIS maps series of preliminary project list.
- 4.5 Prepare Technical Memorandum.
- 4.6 Prepare agenda item and present preliminary project list to the Consortium.

#### **Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis**

The ESA consultant team will conduct an analysis of the preliminary project list to determine if there are substantial gaps in geographic coverage or project type focus. In addition, this analysis will explore opportunities to combine similar nearby projects into larger single projects to improve cost-effectiveness; as well as, opportunities to modify or enhance projects in ways that will increase leveraging potential and/or streamline regulatory approvals. The ESA consultant team will work with individual counties to update and/or revise their preliminary project concepts accordingly. Subtasks include the following:

- 5.1 Conduct gaps and overlaps analysis.
- 5.2 Evaluate opportunities to improve project cost-effectiveness.
- 5.3 Conduct preliminary research on leveraging sources.
- 5.4 Evaluate opportunities to increase leveraging and streamline regulatory approvals.
- 5.5 Consult with individual counties to modify their preliminary project concepts.

## **Task 6 - Develop the Draft Project List and Spatial Database**

Based on input from the Consortium and the individual counties received in Tasks 4 and 5, respectively, the ESA consultant team will revise and update the preliminary project list and develop the draft project list and associated GIS spatial database. The draft project list will be mapped, and summarized in a Technical Memorandum, and presented to the Consortium for review and approval. Based on input from the Consortium, the draft project list and spatial database may be further revised. Upon Consortium approval, the draft project list will represent the universe of projects that will be taken into Phase III – Project Evaluation. Subtasks include the following:

- 6.1 Develop the draft project list;
- 6.2 Revise GIS spatial database;
- 6.3 Prepare Technical Memorandum.
- 6.4 Prepare agenda item and present preliminary project list to the Consortium.

## **Phase III – Project Evaluation**

### **Task 7 - Develop Project Evaluation Criteria**

It should be noted that the purpose of project evaluation under the revised County-driven process is not necessarily to eliminate projects, or to prioritize some projects over others, but rather to improve and refine each project included in the final project list to maximize its impact, cost-effectiveness, and grant readiness.

Based on the range of projects represented in the draft project list, the ESA consultant team will develop detailed project evaluation criteria to comparatively assess each project. Detailed evaluation criteria for environmental projects will focus on three key project attributes:

- **Technical basis and justification:** Evaluating the technical basis of proposed actions will be based on best professional judgment. This attribute will be assessed in terms of whether or not proposed projects are based on the best available science and/or engineering, as required by the Council, and whether they have a clearly defined technical rationale and justification (i.e., will the project address a demonstrated need).
- **Feasibility:** Evaluating the feasibility of proposed projects will essentially constitute a “reality check” also based largely on best professional judgment. The feasibility attribute will be assessed in terms of numerous factors including but not limited to: technical efficacy (both science and engineering) workability, permitability, constructability, cost-effectiveness, and public acceptance.

- **Leveragability:** Evaluating leveragability will involve an assessment of the ability for the project to attract leveraged funded from a range of sources. Under this task, the primary focus will be on funding streams associated with the Deepwater Horizon oil spill settlements.

Separate criteria will be developed for economic projects. The recommended project evaluation criteria will be summarized in a Technical Memorandum, and presented to the Consortium for review and approval. Subtasks include the following:

- 7.1 Develop draft project evaluation criteria for environmental projects.
- 7.2 Develop draft project evaluation criteria for economic projects.
- 7.3 Prepare Technical Memorandum summarizing draft project evaluation criteria.
- 7.4 Prepare agenda item and present draft project evaluation criteria to the Consortium.

### **Task 8 - Conduct Project Evaluation and Refinement**

To facilitate approval by the Council, all projects ultimately included in the FSEP should ideally be technically justifiable, feasible, and affordable within the budget limitations of the Spill Impact Component. Towards that end, the ESA consultant team will apply the approved evaluation criteria to the draft project list to screen out those project concepts that cannot meet the criteria, or modify them so that they do meet the criteria. Furthermore, projects that can attract other funds through leveraging increase the overall value of the FSEP. Therefore, refining projects so that they can meet criteria for various leveraged funding sources will also be addressed in this task. It is anticipated that many project concepts submitted by the counties will have significant information gaps, while other project submittals will be well-developed as conceptual or even final designs with accompanying feasibility, engineering and environmental studies. To fairly and objectively evaluate the various project concepts submitted by the counties, those that are lacking in basic details with regard to such factors as technical justification, project boundaries, anticipated benefits, technical approach, construction methods, cost estimates, etc. will need to be further developed. Therefore, this task will involve the ESA consultant team working with individual counties, as needed, to further refine their project concepts.

Upon completion of project evaluation and refinement activities, a final project list will be developed. This methods and findings of the project evaluation/refinement process, and the recommended final project list will be summarized in a Technical Memorandum and presented to the Consortium for review and approval. The final project list will serve as the basis for the remaining tasks. Subtasks include the following:

- 8.1 Apply approved project evaluation criteria to draft project list.
- 8.2 Consult with individual counties to improve and refine their projects.
- 8.3 Develop final project list.

- 8.4 Prepare Technical Memorandum summarizing final project list.
- 8.5 Prepare agenda item and present final project list to the Consortium.

### **Optional Services: Conceptual Design & Feasibility Studies**

The Restoration Council approves that conceptual design and feasibility studies are allowable activities under the planning grant; however, they are not requiring that every project in the FSEP be developed to a 30 percent design level. Therefore, \$1,500,000 will be reserved in the planning grant request for those counties desiring to use planning grant funds for project conceptual designs concurrent with the development of the FSEP. This budget amount was derived by assuming \$50,000 in conceptual design costs for each of 30 projects. Each design and study will be individually engaged on an “as indicated and need basis.” Each engagement will be contracted for on a fixed fee basis. The totality of the design and study costs will not exceed \$1,500,000. It should be noted that this reserved amount will not be included in ESA consultant team contract as it is not directly related to the development of the FSEP.

The Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division will conduct an RFQ process to competitively procure a consultant’s services. The purchasing policy of the Consortium establishes the procurement requirements for the Board, and incorporates by reference, the Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division purchasing policy. Section 5.09 of the Leon County policy describes the process for procuring professional engineering services, in accordance to the State's statutory requirements in the Competitive Consultant Negotiation Act (CCNA). Documentation of the purchasing policy and Florida statute are attached as **Appendix 18**.

## Year-Two Activities

### **Task 9 - Conduct Project Leveraging Analysis**

The ESA consultant team will develop an *Other Grant Sources Inventory* document that addresses potential leveraged funding sources applicable to the final suite of projects recommended in Task 8. This inventory will include a wide range of federal, state, private and NGO grant programs (e.g., National Fish & Wildlife Foundation) that could potentially be used to leverage projects to be included in the FSEP. This task will also involve close coordination with the Restoration Council and FDEP with regard to the availability and applicability of leveraged funds from the Council Selected Restoration Component (RESTORE Act Pot 2) and the Florida portion of the Natural Resource Damages (NRD) settlement. The final suite of projects will be individually linked to potential leveraging sources applicable to each, along with estimated dollar amounts. Upon completion of this task, the final project list, and the leveraging potential for each, will be summarized in a Technical Memorandum, and presented to the Consortium for review and approval. Subtasks include the following:

- 9.1 Develop an *Other Grant Sources Inventory* document.
- 9.2 Consult with individual counties and grant source entities.
- 9.3 Link the final project list with potential leveraged funding sources.
- 9.4 Prepare Technical Memorandum summarizing the leveraging analysis.
- 9.5 Prepare agenda item and present results of the leveraging analysis to the Consortium.

### **Task 10 - Develop Project Sequencing and Implementation Strategy**

The approximate funding levels available to each county from the Spill Impact Compact component have been estimated for the BP settlement. Furthermore, based on current knowledge of the settlement, funds will be paid out over a 15-year period, without the ability to use these funds for bonding and debt payments. Finally, Council implementation grants for all projects included in the FSEP must be project-specific, and be channeled through a single grant portal by the FSEP implementing entity. Individual counties will not be able to engage with the Council independently with regard to implementation grant funds. To address these complexities, a project sequencing strategy is necessary to expedite and optimize the distribution of Council implementation grant funds.

It is anticipated that the final suite of projects ultimately included in the FSEP will vary significantly with regard to their relative complexity and level of development and/or design. For example, some projects may be ready to receive construction funds, while other projects may require planning or design funds. The ESA consultant team will develop a project sequencing schedule that optimizes the 15-year payout such that each county is annually making progress on their respective projects. In addition, this task will involve the development of an overall implementation strategy that considers multiple alternatives for managing the accounting of Spill



Impact Component funds amongst the 23 counties over the 15-year payout schedule. A draft *Project Sequencing & Implementation Strategy* document will be prepared and presented to the Consortium for review, modification, and/or approval. The approved final suite of projects along with the approved project sequencing and implementation strategy will serve as the basis for Phase IV - FSEP Development. Subtasks include the following:

- 10.1 Consult with individual counties regarding project implementation and grant-readiness.
- 10.2 Develop project sequencing schedule over the 15-year payout period.
- 10.2 Prepare the *Project Sequencing & Implementation Strategy* document.
- 10.3 Prepare agenda item and present the recommended project sequencing implementation strategy to the Consortium.

## **Phase IV – FSEP Development**

### **Task 11 - Prepare Draft FSEP**

Using the results of the previous tasks and the priority project rankings, the ESA consultant team will prepare the draft FSEP document to comply with all informational requirements specified by the Council in applicable rules and guidance documents. Prior to release of the Draft FSEP for formal review and public comment, the consultant team will conduct a legal review of the document to ensure compliance and consistency with all applicable federal, state, and local laws, rules, and agreements. Revisions to the Draft FSEP will be made to address any legal noncompliance or inconsistencies. Subtasks include the following:

- 11.1 Prepare Draft FSEP document;
- 11.2 Conduct legal review;
- 11.3 Incorporate legal recommendations and revise Draft FSEP document.

### **Task 12 - Draft FSEP Review and Revisions**

The ESA consultant team will make a summary presentation of the Draft FSEP to the consortium. Upon approval of the Consortium the Draft FSEP will be submitted to the FDEP for a coordinated review by FDEP and other appropriate state agencies, including: the Florida Fish & Wildlife Conservation Commission; the Department of Economic Opportunity; the Department of Transportation; the Department of Agriculture and Consumer Services; and Florida Water Management Districts with regulatory jurisdiction over projects, programs and activities included in the Draft FSEP. Comments received from the FDEP coordinate review will be summarized in a Technical Memorandum and presented to the Consortium. Upon approval by the Consortium, the ESA consultant team will make recommended revisions to the Draft FSEP, as appropriate. Subtasks include the following:

- 12.1 Prepare agenda item and present Draft FSEP to the Consortium.

- 12.2 Submit Draft FSEP to the FDEP.
- 12.3 Coordinate with FDEP and other reviewing state agencies.
- 12.4 Prepare Technical Memorandum summarizing comments from the state agencies.
- 12.5 Prepare agenda item and present summary of state agency comments to the Consortium.
- 12.6 Revise the Draft FSEP as directed by the Consortium for formal adoption.

### **Task 13 - Stakeholder Outreach and Public Involvement**

Pursuant to the MOU between the Governor and the Consortium, the Consortium must formally adopt the revised Draft FSEP, and allow the opportunity for the public review and comment on the document, prior to submittal of the Draft FSEP to the Governor. The ESA consultant team will develop and implement a *Stakeholder Outreach and Public Involvement* program to facilitate stakeholder review, and to solicit public comments. This program will be tailored to meet the specific requirements of the Consortium and the Governor, and may include the following:

- Development of an online website and portal for the submittal and documentation of public comments; and
- Facilitation of advertised public meetings with various stakeholder and citizen groups.

Comments received from stakeholders and the public will be summarized in a Technical Memorandum, and presented to the Consortium. If directed by the Consortium, the ESA consultant team will make further revisions to the Draft FSEP.

- 13.1 Develop *Stakeholder Outreach and Public Involvement* program.
- 13.2 Develop online portal for public review and posting of comments.
- 13.3 Facilitate advertised public meetings with various stakeholder and citizen groups.
- 13.4 Compile all stakeholder feedback and public commentary.
- 13.5 Prepare Technical Memorandum summarizing public comments.
- 13.5 Prepare agenda item and present the summary of public comments to the Consortium.

### **Task 14 - Prepare Final FSEP**

Upon formal adoption by the Consortium, the Draft FSEP will be submitted to the Governor for review. Pursuant to the MOU between the Governor and the Consortium, the Draft FSEP shall be submitted to the Governor at least 90 day prior to its transmittal to the Council. Upon receipt of the Draft FSEP, the Governor shall provide comments back to the Consortium within 30 days. The Consortium shall have 30 days from the date of receipt of the Governor's comments to revise the Draft FSEP in accordance with the Governor's comments and submit the revised Draft FSEP back to the Governor for formal transmittal to the Council.

It is anticipated that further coordination and liaison with the Governor and the Council will be required to obtain formal Council approval of the FSEP. Therefore, this task includes formal presentations of the revised Draft FSEP to the Governor and the Council, as well as continued coordination with the Consortium and the FDEP. Upon receipt of comments on the revised Draft FSEP from the Council, the ESA consultant team will prepare the final FSEP document for formal approval by the Council.

The ESA consultant team will produce up to 50 hard and electronic (CD) copies of the final FSEP for distribution to the Council, the Governor, the FDEP, and the Consortium.

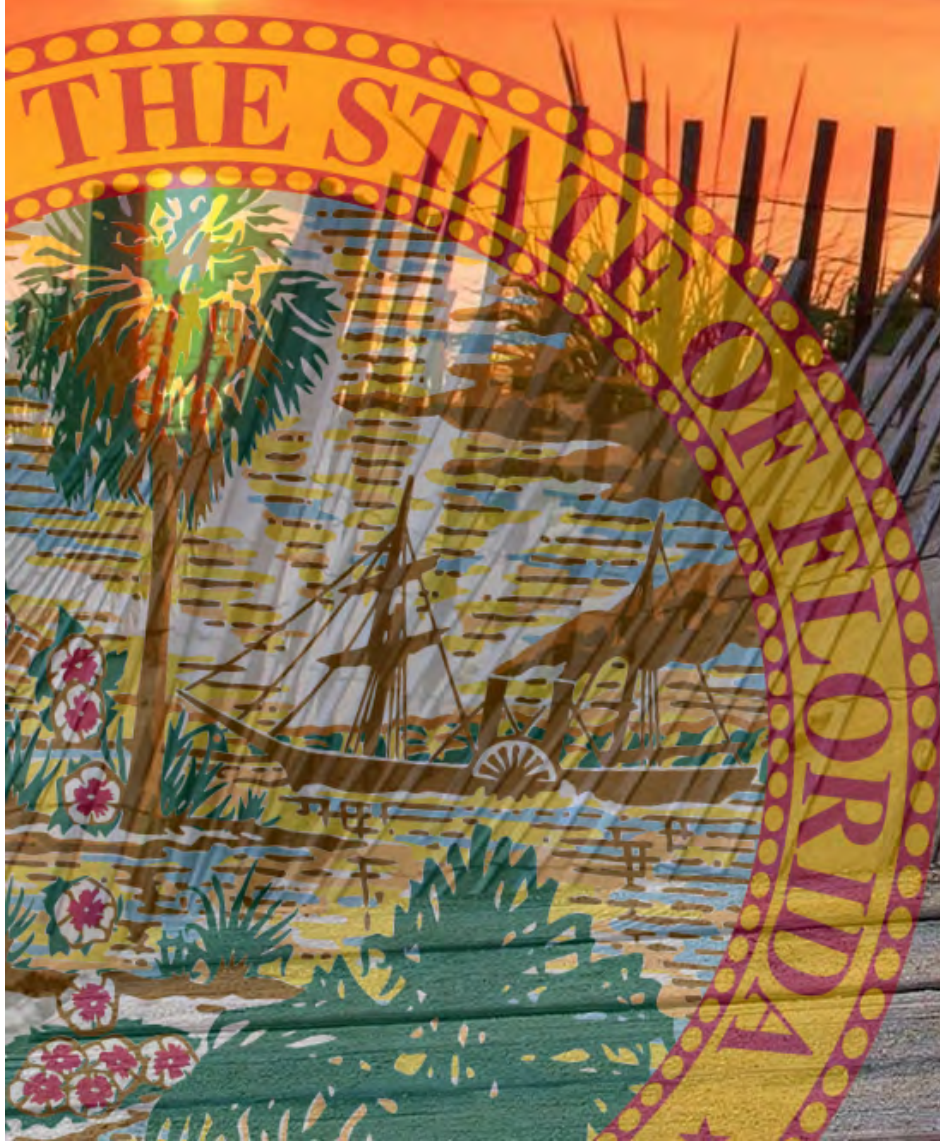
Subtasks include the following:

- 14.1 Produce the Final FSEP document with incorporated feedback.
- 14.2 Present the Final FSEP document to the Consortium, the Governor and the Council.
- 14.3 Submit Final FSEP to FDEP and the Governor's for approval and formal submission.
- 14.4 Liaison and negotiate with Council for final approval.
- 14.5 Prepare final hard and electronic copies for distribution.

#### **Task 15 – Planning Grant Management**

Langton Associates of the ESA consultant team will provide planning grant management services throughout the duration of the FSEP development process. Services will include coordination with the Council with regard to grant allocation requests, progress reports, etc.

# Budget Narrative



### **III. Budget Narrative**

#### **Introduction**

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

The Consortium's Board of Directors consists of one representative from each of the 23 county governments of Florida, plus six Appointees from the Governor, for a total of 29 members. The Gulf Consortium is a public body and a unit of local government, with all the duties, powers and authority provided for in the Interlocal Agreement and by Florida law and the RESTORE Act.

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

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

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

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

Furthermore, a working relationship between the Consortium and Leon County also currently exists. The Consortium entered into an Interlocal Agreement with the Leon County Board of County Commissioners in March 2014 to provide procurement services for the selection of a planning consultant to assist the Consortium in the development of the Florida State Expenditure Plan. The Interlocal Agreement was amended in December 2014 to provide for all goods and services the Consortium may need to develop Florida's SEP, including the provision of procurement assistance for the competitive selection of the permanent, contractual legal services and the permanent, contractual SEP development management services for the Consortium. Copies of the two Interlocal Agreements with Leon County are attached in **Appendix 4 & 5**. The Consortium is not requesting grant funding for these pre-award services. The Consortium is requesting grant funding in the amount of \$4,740 to reimburse the Leon County Clerk's Office for fees paid to its outside legal counsel for preparing the Interlocal Agreement to provide financial management services for the Planning Grant. On June 19, 2015 the Consortium entered into an Interlocal Agreement with the Leon County Clerk's Office to provide certain financial management services for implementation of the SEP Grant Application. See **Appendix 10**.

The agreements with The Leon County Board of County Commissioners (procurement) and the Leon County Clerk's Office (financial management) were entered into as sole source contracts; however, both local government offices have chosen to provide these services at no cost to the grant. The Leon County Clerk's Office will be reimbursed for actual costs incurred on behalf of the consortium, including Special Counsel Services, like those provided by Bryant, Miller, & Olive for the preparation of the Interlocal Agreement between parties.

All these initial steps were necessary and vital to the standing up of a new local government to fulfill the mandates of the RESTORE Act in Florida; the provision of board services for a statewide board of 29 members; establishing financial controls and securing services and facilities, mostly on a volunteer and pro bono basis for the Consortium to begin its work to develop Florida's SEP. Please refer to **Appendix 11** the GCERC Organizational Self Assessment.

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

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

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

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



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

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

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

## **Process for Selection of SEP Implementation and Grants Management**

An element of the original Invitation To Negotiate (ITN) and the subsequent Request for Best And Final Offer (RBAFO) proposals from the ESA Consultant Team was to provide SEP implementation & grant management as an additional service. In its RBAFO response ESA added to their team the grant writing and grant management firm of Langton Associates.

Therefore, having been properly procured the Gulf Consortium is engaging the services of ESA Subcontractor, Langton Associates, to provide general grant management services during the SEP implementation. For the Grant Management and Financial Controls Tasks to be conducted please refer to **Appendix 12**.

## **Process for Selection of the Permanent Legal Counsel**

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

The Consortium has fully complied with 2 CFR 200 in the procurement of professional services including the legal services for the Consortium. The Leon County Board of County Commissioner Office of Financial Stewardship, Purchasing Division has completed the process

of assisting the Consortium in an open, competitive RFP process to secure contractual legal services for the Consortium. This process included the establishment of an open, transparent Evaluation Team, composed of the Department of Environmental Protection General Counsel; two county attorneys; and two county administrators. That team evaluated, ranked, and recommended an award for the permanent, contractual legal services firm for the Consortium to Nabors, Giblin, Nickerson for an annual fee not to exceed \$150,000.

## **Process for Selection of the Contracts Manager/Subject Area Technical Reviewer**

The Gulf Consortium intends to engage one professional person with the skill set to oversee and manage the contracts such as the ESA Consultant Team and one who possess the subject area technical expertise to properly evaluate Task invoices that are submitted periodically. The selection of this person or firm will be accomplished through a competitive bid process conducted by Leon County Board of County Commissioner Office of Financial Stewardship, Purchasing Division.

## **Pre-Award Activities**

### **Procurement Services by Leon County Board of County Commissioners**

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

### **ESA Consultant Team Planning Activities**

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

- Task 1 – Preparation of the Planning State Expenditure Plan and the Administrative Grant Application to receive planning grant monies.
- Task 2 – Conduct Consortium Goal Setting Workshop: Facilitate a goal setting workshop with the Gulf Consortium to develop and adopt Florida – specific goals and objectives. Held on August 26, 2015 in St. Petersburg, Florida.
- Task 13 – Workshop preparatory meetings with 29 Consortium Board Members through on-site and telephone interviews, survey completion and the analysis of all data from interviews and surveys conducted. A final Workshop Summary Report was produced and presented to the Board for review.



### **Audio/Visual & Meeting Room Rental**

This includes all direct costs of conducting periodic meetings (7) of the Gulf Consortium Board of Directors.

### **Legal fees for Clerk's Office Planning Grant Fiscal Agent Services Agreement**

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

### **Work Order Funding Authorization**

It is important to note that funds included in year 1 and 2 represent the best cost estimates based on actual budgets from past state and federal contracts for these types of services. As these tasks actualize through the implementation process, each task will be negotiated on an individual basis with the Gulf Consortium Board of Directors to ensure the reasonableness of these charges.

The Council's approval of these budget items should be similar to the process of a Federal Authorization thereby requiring a specific appropriation of these funds based on specific Work Orders with the Consortium and its management team. No Work Order will be appropriated to exceed the authorized level within the scope of the following budget allocation.

**PRE-AWARD PERIOD: 8/22/14-4/30/16 = \$170,953**

**Object Class Categories**

**f. Contractual**

<b>Procurement Services by Leon County Board of County Commissioners</b>		<b>-0-</b>
<p>Performed by Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division. The Gulf Consortium, through an Interlocal Agreement engaged the Leon County Board of County Commissioners and its staff to perform procurement services including the selection of a consultant to prepare the SEP, permanent management, and legal services. Copies of the Agreements are attached as <b>Appendix 4 &amp; 5</b>.</p> <p>Leon County is not charging for these services.</p>		
<b>ESA Consultant Contract Task 1, 2 &amp; 13 (partial)</b>		<b>\$154,928</b>
<p>Negotiated professional services fixed fee contract with ESA consultant team. The ESA Consultant Team calculated the number of hours necessary to complete each task and applied a weighted (all costs included) professional hourly rate of \$205 per hour to arrive at a fixed fee cost for each task. Therefore, each task will be paid at the fixed fee agreed upon cost regardless of the level of effort contributed by the ESA Consultant Team. This ensures the Consortium will not experience any cost overruns. The ESA Consultant Team will not be responsible for keeping hourly records since all fees are determined on a fixed fee basis and successful outcomes will be based on Task Deliverables outlined in each specific Work Order. Please see the Justification of the Blended Hourly Rate of Professional Services, <b>Appendix 13</b>. The invoices for all ESA Consultant Contract pre-award Task Orders can be found in <b>Appendix 17</b>.</p>		
<b>TASK</b>	<b>DESCRIPTION (HOURS NEEDED TO COMPLETE)</b>	<b>TASK COST</b>
1	Prepare PSEP and Administrative Grant Application (248 hrs.)	\$50,980
2	Conduct Consortium Goal Setting Workshop (105 hrs.) For Workshop documents see <b>Appendix 8</b>	\$21,560
13	Workshop Preparatory Meetings and Follow-Up Actions (244 hrs.) For preparatory documents see <b>Appendix 7</b>	\$82,388
<b>Audio/Visual and Meeting Room Rental</b>		<b>\$11,285</b>
<p>Based on actual invoices for conducting 7 meetings. The invoices for the 7 meetings expenses can be found in <b>Appendix 17</b>.</p>		

<b>Legal Fees for Clerk's Office Planning Grant Financial Management Services Interlocal Agreement</b>	<b>\$4,740</b>
The Law Firm of Bryant, Miller, & Olive which serves as the Leon County Clerk's Office outside legal counsel, prepared the Interlocal Agreement between the parties. Cost is based on invoice from law firm to Clerk's Office. The invoice for the pre-award cost legal fees can be found in <b>Appendix 17</b> .	

**YEAR 1 PERIOD: 5/1/16-4/30/17 = \$2,916,480**

**Object Class Categories**

**f. Contractual**

<b>SEP Contracts Manager/Subject Area Technical Reviewer</b>	<b>\$50,000</b>
<p>The Gulf Consortium intends to competitively procure a professional with the skill set to oversee and manage the contracts (such as the ESA Consultant Team) and who possesses the subject area technical expertise to properly evaluate individual Task Invoices that are periodically submitted. The contractor will provide input and guidance to FAC on evaluating the reasonableness of the costs for each Work Order. Upon approval, the consultant team will conduct the Task and then the contractor will provide final assessment on whether the Work Order has been completed and should be paid.</p> <p>Scope of services include:</p> <ul style="list-style-type: none"><li>• Oversight to ensure contractors perform in accordance with the terms, conditions and specifications of their contracts and task orders.</li><li>• Review and approval of Task Invoices</li><li>• Recommend to the Consortium for payment</li><li>• Skill level in line with wage rate established for ESA work</li></ul> <p>The Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division will conduct a competitive procurement process to hire the SEP Contract Manager/Subject Area Technical Reviewer to conduct the above described scope of duties.</p> <p>This contractor must have an engineering and environmental background that gives them the subject area expertise to determine whether technical aspects of tasks have been performed to a satisfactory standard.</p> <p>This engagement will be an hourly based contract with a not to exceed \$50,000 Annual Fee. The contract is based on an estimate of 244 hours per year at a blended rate of \$205.00 an hour. The hourly rate is based on similar projects with a GSA Rate of \$187.00 per hour for a Senior Director LII plus overhead expenses and profit.</p>	

<b>TASK 15 – Planning Grant Management (293 hours)</b>	<b>\$60,000</b>						
<p>An element of the original Invitation To Negotiate (ITN) and the subsequent Request for Best And Final Offer (RBAFO) proposals from the ESA Consultant Team was to provide SEP implementation &amp; grant management as an additional service.</p> <p>During the proposal review process ESA added to their team the grant writing and grant management firm of Langton Associates. Therefore, having been properly procured the Gulf Consortium, Langton Associates of the ESA consultant team will provide planning grant management services throughout the duration of the FSEP development process. Services will include coordination with the Council with regard to grant allocation requests, progress reports, etc., throughout the SEP development process.</p> <p>The services will be provided at a fixed fee basis for twelve months. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a rate of \$205 per hour. This budget breakdown is based off of the competitively bid project Langton Associates completed providing grant management services for the State of Florida and the Department of Housing and Urban Development’s Neighborhood Stabilization Program. The estimated hours spent at this hourly rate for the projected participation breakdown was negotiated on a fixed fee contract and will not increase or change based on scope of work for the predetermined Work Orders.</p> <table border="1"> <thead> <tr> <th>Langton Associates Staff in Project Positions</th> <th>Hourly Rate</th> <th>Participation Breakdown per Hour of Project Work</th> </tr> </thead> <tbody> <tr> <td>Senior Grant Administrator</td> <td>\$205.00</td> <td>100%</td> </tr> </tbody> </table> <p>For the specific subtasks and services to be provided please refer to <b>Appendix 12</b> and for a detailed process overview please refer to Section IV Certification and Documentation, Administrative and Financial Management Tasks.</p>		Langton Associates Staff in Project Positions	Hourly Rate	Participation Breakdown per Hour of Project Work	Senior Grant Administrator	\$205.00	100%
Langton Associates Staff in Project Positions	Hourly Rate	Participation Breakdown per Hour of Project Work					
Senior Grant Administrator	\$205.00	100%					

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

fiscal agents, managers and other providers of necessary services; 2. Preparation and interpretation of contracts for services for the development of the SEP; 3. Preparation and administration of grants and grant agreements; and 4. Requirements for the development, public notice, submission of the SEP.

<b>Audio/Visual and Meeting Room Rental</b>	<b>\$32,000</b>
Based on conducting 8 meetings at approximately \$4,000 per meeting.	

<b>Audit Services</b>	<b>\$25,000</b>
Estimate based on recent history of similar independent audit contract amounts for similar government grant contracts (ranges between \$23,000 and \$27,000). The Gulf Consortium intends to competitively procure these services through the Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division.	

<b>ESA Consultant Team Tasks 3-8</b>	<b>\$1,159,480</b>
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The Consortium will negotiate with the ESA team for each specific task utilizing a task order system with a fixed professional fee for each task. For further detail please refer to project narrative description of tasks. Budget is based on a weighted professional hourly rate of \$205 an hour times the estimated number of hours needed to complete each task. Each task will be paid at the fixed fee negotiated professional services contract rate with ESA consultant team. The ESA Consultant Team calculated the number of hours necessary to complete each task and applied a weighted (all overhead costs and profit included) professional hourly rate of \$205 per hour to arrive at a fixed fee cost for each task. Therefore, each task will be paid at the fixed fee agreed upon cost, regardless of the level of effort contributed by the ESA Consultant Team. This ensures the Consortium will not experience any cost overruns. The ESA Consultant Team will not be responsible for keeping hourly records since all fees are determined on a fixed fee basis and successful outcomes will be based on Task Deliverables outlined in each specific Work Order. Please refer to **Appendix 13**.

<b>Task 3</b>	<b>Compile the Preliminary Project List (1,472 hours) = \$301,760</b>	<b>Hours</b>	<b>Amount @ \$205</b>
3.1	Develop project screening criteria	48	\$9,840
3.2	Develop standard project nomination form	48	\$9,840
3.3	Distribute and review form with each county	88	\$18,040
3.4	Review submitted project nomination forms	92	\$18,860
3.5	Conduct project planning workshops	1104	\$226,320
3.6	Compile preliminary project list	92	\$18,860

<b>Task 4</b>	<b>Screen, Attribute &amp; Map Preliminary Project Lists and Leveraging Opportunities (922 hours) = \$189,010</b>	<b>Hours</b>	<b>Amount @ \$205</b>
4.1	Apply screening criteria to preliminary project list	80	\$16,400
4.2	Review and attribute preliminary project list	240	\$49,200
4.3	Compile preliminary project list into a GIS spatial database	340	\$69,700
4.4	Prepare GIS maps series of preliminary project list	158	\$32,390
4.5	Prepare Technical Memorandum summarizing preliminary project list	80	\$16,400
4.6	Prepare agenda item and present preliminary project list to the Consortium	24	\$4,920
<b>Task 5</b>	<b>Perform Gaps, Overlaps &amp; Opportunities Analysis (734 hours) = \$150,470</b>	<b>Hours</b>	<b>Amount @ \$205</b>
5.1	Conduct gaps and overlaps analysis	48	\$9,840
5.2	Evaluate opportunities to improve project cost-effectiveness	144	\$29,520
5.3	Conduct preliminary research on leveraging sources	80	\$16,400
5.4	Evaluate opportunities to increase leveraging and streamline regulatory approvals	174	\$35,670
5.5	Consult with individual counties to modify their preliminary project concepts	288	\$59,040
<b>Task 6</b>	<b>Develop Screened Project List &amp; Spatial Database (568 hours) = \$116,440</b>	<b>Hours</b>	<b>Amount @ \$205</b>
6.1	Develop the draft project list	176	\$36,080
6.2	Revise GIS spatial database and map series	288	\$59,040
6.3	Prepare Technical Memorandum summarizing draft project list and database	80	\$16,400
6.4	Prepare agenda item and present draft project list to the Consortium	24	\$4,920
<b>Task 7</b>	<b>Develop Project Evaluation Criteria (480 hours) = \$98,400</b>	<b>Hours</b>	<b>Amount @ \$205</b>
7.1	Develop draft project evaluation criteria for environmental projects	120	\$24,600
7.2	Develop draft project evaluation criteria for economic projects	120	\$24,600
7.3	Consult with individual counties to obtain feedback on draft evaluation criteria	136	\$27,880
7.4	Prepare Technical Memorandum summarizing draft project evaluation criteria	80	\$16,400
7.5	Prepare agenda item and present draft project evaluation criteria to the Consortium	24	\$4,920



<b>Task 8</b>	<b>Conduct Project Evaluation &amp; Refinement (1,480 hours) = \$303,400</b>	<b>Hours</b>	<b>Amount @ \$205</b>
8.1	Apply approved project evaluation criteria to draft project list	136	\$27,880
8.2	Consult with individual counties to improve and refine their projects	1044	\$214,020
8.3	Develop final project list	196	\$40,180
8.4	Prepare Technical Memorandum summarizing final project list.	80	\$16,400
8.5	Prepare agenda item and present final project list to the Consortium	24	\$4,920

<b>Optional Services – Conceptual Design &amp; Feasibility Studies</b>	<b>\$1,500,000</b>
<p>The Restoration Council approves that conceptual design and feasibility studies are allowable activities under the planning grant; however, they are not requiring that every project in the FSEP be developed to a 30 percent design level. Therefore, \$1,500,000 will be reserved in the planning grant request for those counties desiring to use planning grant funds for project conceptual designs concurrent with the development of the FSEP. This budget amount was derived by assuming \$50,000 in conceptual design costs for each of 30 projects. Each design and study will be individually engaged on an “as indicated and need basis.” Each engagement will be contracted for on a fixed fee basis. The totality of the design and study costs will not exceed \$1,500,000. It should be noted that this reserved amount will not be included in ESA consultant team contract as it is not directly related to the development of the FSEP.</p> <p>The Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division will conduct an RFQ process to competitively procure a consultant’s services. The purchasing policy of the Consortium establishes the procurement requirements for the Board, and incorporates by reference, the Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division purchasing policy. Section 5.09 of the Leon County policy describes the process for procuring professional engineering services, in accordance to the State's statutory requirements in the Competitive Consultant Negotiation Act (CCNA). Documentation of the purchasing policy and Florida statute are attached as <b>Appendix 18</b>.</p>	

**YEAR 2 PERIOD: 5/1/17-4/30/18 = \$1,553,242**

**Object Class Categories**

**f. Contractual**

<b>SEP Contracts Manager/Subject Area Technical Reviewer</b>	<b>\$50,000</b>
<p>The Gulf Consortium intends to competitively procure a professional with the skill set to oversee and manage the contracts (such as the ESA Consultant Team) and who possesses the subject area technical expertise to properly evaluate individual Task Invoices that are periodically submitted. The contractor will provide input and guidance to FAC on evaluating the reasonableness of the costs for each Work Order. Upon approval, the consultant team will conduct the Task and then the contractor will provide final assessment on whether the Work Order has been completed and should be paid.</p> <p>Scope of services include:</p> <ul style="list-style-type: none"><li>• Oversight to ensure contractors perform in accordance with the terms, conditions and specifications of their contracts and task orders.</li><li>• Review and approval of Task Invoices</li><li>• Recommend to the Consortium for payment</li><li>• Skill level in line with wage rate established for ESA work</li></ul> <p>The Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division will conduct a competitive procurement process to hire the SEP Contract Manager/Subject Area Technical Reviewer to conduct the above described scope of duties.</p> <p>This contractor must have an engineering and environmental background that gives them the subject area expertise to determine whether technical aspects of tasks have been performed to a satisfactory standard.</p> <p>This engagement will be an hourly based contract with a not to exceed \$50,000 Annual Fee. The contract is based on an estimate of 244 hours per year at a blended rate of \$205.00 an hour. The hourly rate is based on similar projects with a GSA Rate of \$187.00 per hour for a Senior Director LII plus overhead expenses and profit.</p>	

<b>TASK 15 – Planning Grant Management (293 hours)</b>	<b>\$60,000</b>
<p>An element of the original Invitation To Negotiate (ITN) and the subsequent Request for Best And Final Offer (RBAFO) proposals from the ESA Consultant Team, was to provide SEP implementation &amp; grant management as an additional service.</p>	

During the proposal review process ESA added to their team the grant writing and grant management firm of Langton Associates. Therefore, having been properly procured the Gulf Consortium, Langton Associates of the ESA consultant team will provide planning grant management services throughout the duration of the FSEP development process. Services will include coordination with the Council with regard to grant allocation requests, progress reports, etc., throughout the SEP development process.

The services will be provided at a fixed fee basis for twelve months. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a rate of \$205 per hour. This budget breakdown is based off of the competitively bid project Langton Associates completed providing grant management services for the State of Florida and the Department of Housing and Urban Development's Neighborhood Stabilization Program. The estimated hours spent at this hourly rate for the projected participation breakdown was negotiated on a fixed fee contract and will not increase or change based on scope of work for the predetermined Work Orders.

Langton Associates Staff in Project Positions	Hourly Rate	Participation Breakdown per Hour of Project Work
Senior Grant Administrator	\$205.00	100%

For the specific subtasks and services to be provided please refer to **Appendix 12** and for a detailed process overview please refer to Section IV Certification and Documentation, Administrative and Financial Management Tasks.

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

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

<b>Audit Services</b>	<b>\$25,000</b>
Estimate based on recent history of similar independent audit contract amounts for similar government grant contracts (ranges between \$23,000 and \$27,000). The Gulf Consortium intends to competitively procure these services through the Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division.	

<b>ESA Consultant Team Tasks 9-14</b>	<b>\$1,288,242</b>		
<p>The Consortium will negotiate with the ESA team for each specific tasks utilizing a task order system with a fixed professional fees for each task. For further detail please refer to project narrative description of tasks. Budget is based on a weighted professional hourly rate of \$205 an hour times the estimated number of hours needed to complete each task. Each task will be paid at the fixed fee negotiated professional services contract rates with ESA Consultant Team. The ESA Consultant Team calculated the number of hours necessary to complete each task and applied a weighted (all overhead costs and profit included) professional hourly rate of \$205 per hour to arrive at a maximum fixed fee cost for each task. Therefore, each task will be paid at the fixed fee agreed upon cost. This ensures the Consortium will not experience any cost overruns. The ESA Consultant Team will not be responsible for keeping hourly records since all fees are determined on a fixed fee basis and successful outcomes will be based on Task Deliverables. Please refer to <b>Appendix 13</b>.</p>			
<b>Task 9</b>	<b>Conduct Project Leveraging Analysis (982 hours) = \$201,310</b>	<b>Hours</b>	<b>Amount @ \$205</b>
9.1	Develop an <i>Other Grant Sources Inventory</i> document	160	\$32,800
9.2	Consult with individual counties and grant source entities	184	\$37,720
9.3	Link the final project list with potential leveraged funding sources	120	\$24,600
9.4	Prepare Technical Memorandum summarizing the leveraging analysis	80	\$16,400
9.5	Prepare agenda item and present results of the leveraging analysis to the Consortium	24	\$4,920

<b>Task 10</b>	<b>Develop Project Sequencing &amp; Implementation Strategy (960 hours) = \$196,800</b>	<b>Hours</b>	<b>Amount @ \$205</b>
10.1	Consult with individual counties regarding project implementation and grant readiness	552	\$113,160
10.2	Develop project sequencing schedule over the 15-year payout period	184	\$37,720
10.3	Prepare the <i>Project Sequencing &amp; Implementation Strategy</i> document	200	\$41,000
10.4	Prepare agenda item and present recommended strategy to the Consortium	24	\$4,920
<b>Task 11</b>	<b>Prepare Draft FSEP (1,600 hours) = \$328,000</b>	<b>Hours</b>	<b>Amount @ \$205</b>
11.1	Prepare draft FSEP document	1120	\$229,600
11.2	Conduct legal review	400	\$82,000
11.3	Incorporate legal recommendations and revise Draft FSEP	80	\$16,400
<b>Task 12</b>	<b>Draft FSEP Review &amp; Revisions (1,300 hours) = \$266,500</b>	<b>Hours</b>	<b>Amount @ \$205</b>
12.1	Prepare agenda item and present Draft FSEP to the Consortium	64	\$13,120
12.2	Submit and present Draft FSEP to the FDEP	36	\$7,380
12.3	Coordinate with FDEP and other reviewing state agencies	360	\$73,800
12.4	Prepare Technical Memorandum summarizing comments from state agencies	80	\$16,400
12.5	Prepare agenda item and present summary of state agency comments to the Consortium	40	\$8,200
12.6	Revise the Draft FSEP as directed by the Consortium for formal adoption	720	\$147,600
<b>Task 13</b>	<b>Stakeholder Outreach &amp; Public Involvement (802 hours) = \$164,432</b>	<b>Hours</b>	<b>Amount @ \$205</b>
13.1	Develop Stakeholder Outreach and Public Involvement program document	64	\$13,120
13.2	Develop online portal for public review and posting of comments	72	\$14,760
13.3	Facilitate advertised public meetings with various stakeholders and citizen groups	480	\$98,400
13.4	Compile stakeholder feedback and public comments	122	\$25,010
13.5	Prepare Technical Memorandum summarizing public comments	40	\$8,200
13.6	Prepare agenda item and present summary of public comments to the Consortium	24	\$4,920

<b>Task 14</b>	<b>Prepare Final SEP (640 hours) = \$131,200</b>	<b>Hours</b>	<b>Amount @ \$205</b>
14.1	Prepare the Final FSEP document with incorporated feedback	408	\$83,640
14.2	Present summary of the Final FSEP to the Consortium, the Governor, and the Council	48	\$9,840
14.3	Submit Final FSEP to FDEP and Governor for approval and formal Council submission	24	\$4,920
14.3	Liaison and coordination with Governor and Council	80	\$16,400
14.5	Produce final and hard and electronic copies for distribution	80	\$16,400





**GULF**  
CONSORTIUM

# Certification and Documentation





## **IV. Certification and Documentation**

### **Financial Management**

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

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

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

The Consortium entered into a new Interlocal Agreement June 19, 2015 with the Leon County Clerk of Courts, to provide the financial management primarily bookkeeping services for SEP grant funding to include fiscal management functions; an general ledger accounting. The Interlocal Agreement with the Leon County Clerk's Office is attached in **Appendix 10**.

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

ESA sub-contractor Langton Associates will provide grant management services during the two (2) years of the implementation of the \$4.6 million Administrative Grant Program. This firm has extensive experience with managing complex federal and state grants over the last 33 years.

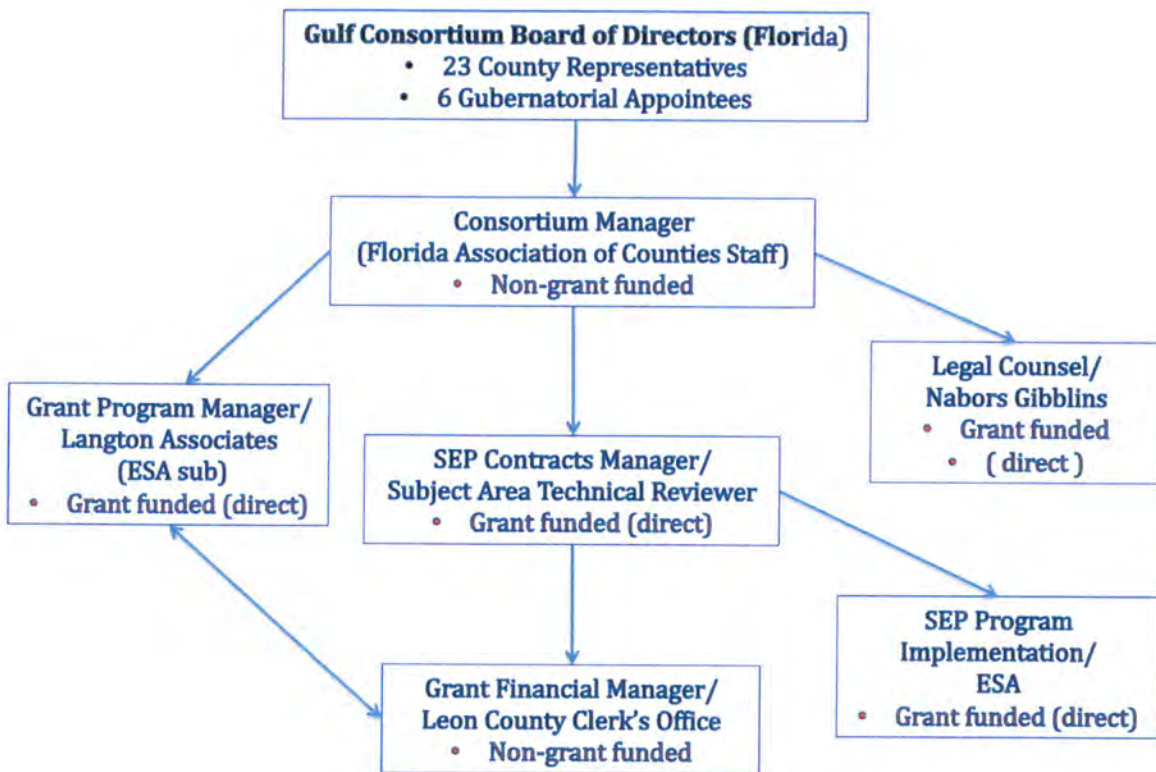
The Gulf Consortium has established an expansive system of check and balances within their grant and financial management system to ward against potential fraud and abuse. No system is perfect but this one has multiple players and approval procedures to reduce the risk of unallowable expenditures or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

**Our system components include:**

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

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

### Organizational Flow Chart



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

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

**FINANCIAL CONTROLS**

**Payment Process**

**Invoice Review/Approval Process**

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

Number of Person to Complete Task: 2

Estimated Time to Complete the Initial Review Process: 2 days

Tasks to be completed:

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

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

Responsible Party: Leon County Clerk's Office

Number of Persons to Complete Task: 2

Estimated Time to Complete the Review Process: 1 day

Tasks to be completed:

1. Record receipt (date and time stamp) of the invoice by Disbursement Department (Clerk Staff #1)
2. Disbursement Department will attach an explanation of why the invoice is not billed to the Leon County Clerk's Office (required by the BCC Department) (Clerk Staff #1)
3. A Purchase Order (PO) must be attached to the payment with a PO# to include in the Clerk's internal financial system (ACS Banner) (Clerk Staff #1)
4. Ensure that all proper pre-auditing procedures are completed per the *Leon County Clerk Finance Department Operating Policy and Procedure Manual (see Appendix 16)* (Clerk Staff #1)
5. The Disbursement Department determines the proper coded and recorded line item activity that the invoice should be paid from (Clerk Staff #2)
6. Verify that the project budget supports the cost of the invoice (Clerk Staff #2)
7. Record receipt of the invoice in the Clerk's internal financial system (ACS Banner)
8. Send approval notice to the person responsible for entering drawdown (Clerk Staff #2)

**Submission of Drawdown in designated Electronic Format and System**

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

Number of Persons to Complete Task: 2

Estimated Time to Complete the Submission Process: 2 days

Tasks to be completed:

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

**Issue Payment to Vendors**

Responsible Party: Leon County Clerk's Office

Number of Persons to Complete Task: 1

Estimated Time to Complete the Transactions: 3 days

Tasks to be completed:

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

**Reporting Process****Financial Reporting Process**

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

Number of Persons to Complete Task: 2

Reporting Timeline: Monthly to Consortium Manager

Tasks to be completed:

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



### **Progress Reporting Process**

Responsible Party: Langton Associates

Number of Persons to Complete Task: 2

Reporting Timeline: Monthly to Consortium Manager

Tasks to be completed:

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

### **Quarterly/Bi-Annual Reporting to Council**

Responsible Party: Langton Associates and Consortium Manager

Number of Persons to Complete Task: 3

Reporting Timeline: Quarterly/Bi-Annually to Council

Task to be completed:

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



## **The Gulf Consortium General Grant Management Tasks**

### **RECORDKEEPING**

#### **Establish an Electronic and Hard Copy Recordkeeping System**

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

Contents should include, but are not limited to:

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

#### **Recordkeeping System Access**

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

## **MONITORING**

### **Self-Monitoring Process**

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

Self-Monitoring Timeline: Quarterly

Areas to Monitor:

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

### **Formal Grantor (Council) Monitoring Process**

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

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

Types of Formal Grantor Monitoring:

- Desktop Monitoring
- On-site Monitoring

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

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

## **ENVIRONMENTAL REVIEW PROCESS**

### **Environmental Review Process**

Responsible Party: Langton Associates

The Environmental Review Record is created in three parts:

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

## **PROCUREMENT**

### **Advertisement/Selection Process**

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

The advertisement process consists of the following steps:

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

## **AMENDMENTS/MODIFICATIONS**

### **Amendment/Modification Process**

Responsible Party: Consortium Manager and Langton Associates

The amendment/modification process consists of the following steps:

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

## **POLICIES AND PROCEDURES**

### **Policies and Procedures Process**

Responsible Party: Langton Associates

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

## **PROJECT CLOSEOUT**

### **Project Closeout Process**

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

The project closeout process happens in two stages:

- Administrative Closeout
- Final Closeout

Administrative Closeout Procedures include:

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

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

Final Closeout Procedures include:

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

## AUDIT

### **Audit Process**

Responsible Party: Consortium Manager and Professional Auditing Services

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

### **Conflicts of Interest**

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

In addition to general conflict of interest disclosures and controls, the Consortium has implemented controls to prevent any and all persons involved in the preparation, review and approval of the Florida State Expenditure Plan – and by extension their employers, associates, heirs, etc. – from inappropriately profiting or otherwise benefitting from the subsequent funding and implementation of the State Expenditure Plan. As discussed above, the Consortium utilized an independent Evaluation Team to review and make recommendations regarding the selection of a planning consultant to assist the Consortium in developing the Florida State Expenditure Plan. The members of the consultant Evaluation Team were required to execute a conflict of interest statement, a copy of which is included as **Appendix 15**.

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

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

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

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

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



# Appendices



## V. Appendices

Appendix 1 Approval of Florida's Planning State Expenditure Plan by the chair of the Gulf Coast Ecosystem Restoration Council

Appendix 2 Interlocal Agreement Relating to the Establishment of the Gulf Consortium

Appendix 3 Memorandum of Understanding between the State of Florida and the Gulf Consortium

Appendix 4 Interlocal Agreements between Leon County Board of County Commissions, Florida and the Gulf Consortium for Procurement and Grant Management Services

Appendix 5 Second Amended Interlocal Agreement between Leon County, Florida and Gulf Consortium Regarding Procurement Services

Appendix 6 GCERC Proposed Milestones

Appendix 7 Pre-Workshop Questionnaire Results

Appendix 8 Goal Setting Workshop Summary Report

Appendix 9 Consortium Board Summary of Goal Setting Workshop

Appendix 10 Interlocal Agreement between Leon County Clerk of Courts and the Gulf Consortium for Fiscal Management Services

Appendix 11 GCERC Organizational Self Assessment

Appendix 12 Grant Management and Financial Controls Tasks

Appendix 13 Justification for Blended Hourly Rate for Professional Services

Appendix 14 The Code of Ethics for Public Officers and Employees, Part 11, Chapter 112, Florida Statutes

Appendix 15 Conflict of Interest Form

Appendix 16 Leon County Clerk's Office Policy and Procedure Manual

Appendix 17 Invoices for Pre-Award Activities

Appendix 18 Florida's Consultant's Competitive Negotiations Act (CCNA)





The Gulf Coast Ecosystem Restoration Council  
New Orleans, Louisiana

May 21, 2015

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

Dear Ms. Drew:

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

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

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

Sincerely,

Penny Pritzker  
Chairperson  
Gulf Coast Ecosystem Restoration Council

EXECUTION COPY

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

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Dated as of September 19, 2012

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

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

**WITNESSETH:**

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

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

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

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



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

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

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

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

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

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

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

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

**ARTICLE I**

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

"**State**" shall mean the State of Florida.

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

ARTICLE II

THE CONSORTIUM

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

**SECTION 2.02. PURPOSES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III**

**MEMBERSHIP AND REPRESENTATION**

**SECTION 3.01. MEMBERSHIP.**

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

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

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

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

**SECTION 3.02. REPRESENTATION.**

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



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

**SECTION 3.03. ACTION.**

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

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

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

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

**SECTION 3.05. AUTHORITY OF OFFICERS.**

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

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

**SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.**

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

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

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

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

**SECTION 3.07. MEETINGS.**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV**

**POWERS AND DUTIES**

**SECTION 4.01. POWERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**SECTION 4.02. ANNUAL BUDGET.**

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

**SECTION 5.03. IMMUNITY.**

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

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

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

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

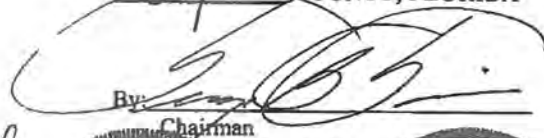
**SECTION 5.05. AMENDMENTS.** This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may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

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

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

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

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

*Bay* COUNTY, FLORIDA  
By:   
Chairman

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

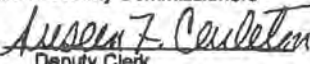


**SIGNATURE PAGE  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM**

BOARD OF COUNTY COMMISSIONERS  
CHARLOTTE COUNTY, FLORIDA

By:   
Christopher G. Constance, Chairman

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

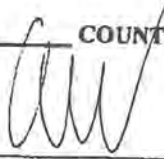
By:   
Deputy Clerk  
AGR 2012-051  
9-25-12

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Janelle S. Knowlton, County Attorney  
LR 2012-2086

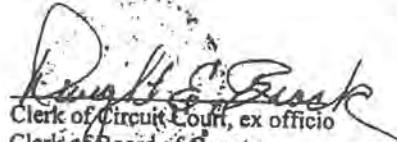
SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM

COLLIER COUNTY, FLORIDA

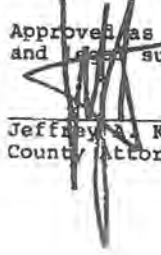


By: GEORGIA A. HILLER, ESQ., CHAIRWOMAN  
Board of County Commissioners  
as approved on January 8, 2013

ATTEST:

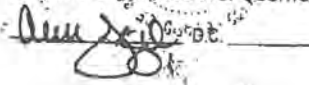
  
Clerk of Circuit Court, ex officio  
Clerk of Board of County  
Commissioners *Test as to Chairmen*  
signature

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

  
Jeffrey A. Klatzkow  
County Attorney

State of Florida  
County of COLLIER


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

DWIGHT E. BROCK, CLERK OF COURTS  


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

CITRUS COUNTY, FLORIDA

ATTEST:

By:   
Chairman  
Board of County Commissioners

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





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

DIXIE COUNTY, FLORIDA

ATTEST:



*Merna*  
Clerk of Circuit Court & ex officio  
Clerk of Board of County  
Commissioners

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

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

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Doris Harris  
Deputy Clerk



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

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

GULF COUNTY, FLORIDA

ATTEST:

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

By:

  
Chairman  
Board of County Commissioners

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

**FRANKLIN COUNTY, FLORIDA**

ATTEST:

*Marcia M Johnson*  
Clerk of Circuit Court, ex officio  
Clerk of Board of County  
Commissioners

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

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

HERNANDO COUNTY, FLORIDA



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

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

Reviewed for Legal Form  
and Sufficiency:

*Garth C. Collier*  
\_\_\_\_\_  
Garth C. Collier  
County Attorney

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



HILLSBOROUGH COUNTY, FLORIDA

ATTEST:

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

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

Approval Date: October 3, 2012

APPROVED BY COUNTY ATTORNEY  
As To Form And Legal Sufficiency

BY: [Signature]  
Assistant County Attorney

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

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

Jefferson COUNTY, FLORIDA



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

By: [Signature]  
Chairman  
Board of County Commissioners



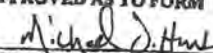
**SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM**

LEE COUNTY, FLORIDA

ATTEST:

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

By:   
Chairman  
Board of County Commissioners

APPROVED AS TO FORM  
  
OFFICE OF COUNTY ATTORNEY



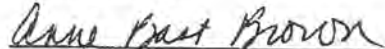
SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM

LEVY COUNTY, FLORIDA

By:   
Chairman Danny Stevens  
Board of County Commissioners

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

Approved as to form and  
legal sufficiency:

  
Anne Bast Brown, County Attorney

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



MANATEE COUNTY, FLORIDA

BY: *John Chappin*  
Chairman (executed 10/4/12)

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

By: *Debi Jassman*  
Deputy Clerk

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

MONROE COUNTY, FLORIDA

(SEAL)

ATTEST: Danny L. Kolhage, CLERK

BY: *Danny L. Kolhage*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *[Signature]*  
Mayor

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

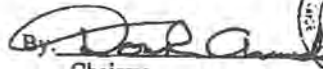
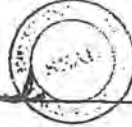
*[Signature]*  
ROBERT B. SHILLINGER, JR.  
CHIEF ASSISTANT COUNTY ATTORNEY

Date: 7-20-12

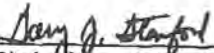
SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM

OKALOOSA COUNTY, FLORIDA

ATTEST:

By    
Chairman

Board of County Commissioners  
Approved on October 2, 2012

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



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



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

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

*Ann Hildebrand*  
ANN HILDEBRAND, CHAIRMAN

APPROVED  
IN SESSION  
SEP 25 2012  
PASCO COUNTY  
BCC

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

PIRELLAS COUNTY, FLORIDA

ATTEST:

Ken Burke,

by: *Nancy D. King* Deputy Clerk

Clerk of Circuit Court, ex officio

Clerk of Board of County

Commissioners



By: *John Mounis*  
Chairman  
Board of County Commissioners

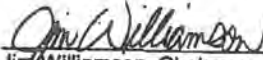
APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*  
Attorney



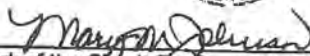
**SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM**

**SANTA ROSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Jim Williamson, Chairman  
Board of County Commissioners

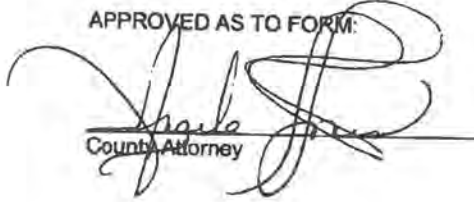
ATTEST:



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

BCC Approved 10-11-12

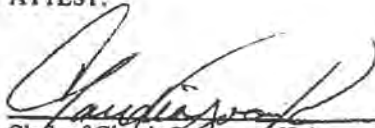
APPROVED AS TO FORM:


  
\_\_\_\_\_  
County Attorney

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

SARASOTA COUNTY, FLORIDA

ATTEST:

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

By:   
Chairman  
Board of County Commissioners



te

APPROVED AS TO FORM AND CORRECTNESS  
  
COUNTY ATTORNEY

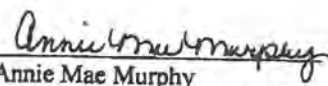
SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM

TAYLOR COUNTY, FLORIDA

ATTEST:

By 

Patricia Patterson  
Chairman  
Board of County Commissioners

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

Approved as to Form

  
County Attorney

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

Wakulla COUNTY, FLORIDA

ATTEST:



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

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

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

Waltm COUNTY, FLORIDA

By: Scott A. Boyer  
Chairman  
Board of County Commissioners

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

STATE OF FLORIDA, COUNTY OF LEON

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



BOE INZER  
Clerk of County Court

A. Coleman

# Memorandum of Understanding Between the State of Florida & Gulf Consortium

---

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

## Recitals

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

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

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

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

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

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

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

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

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

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

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

**Section 1. General.**

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

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

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



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

**Section 4. Consortium Project Submittal and Consideration Process.**

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

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

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

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



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

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

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

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

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

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

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

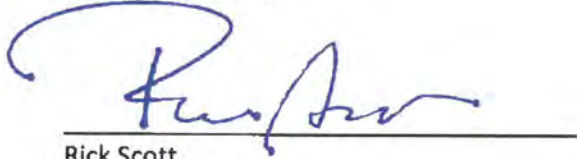
**Section 13. Term of MOU.** This MOU will expire once all the money allocated to the State of Florida under 33 U.S.C. §1321(t)(3) (2012) has been accounted for in a Council approved State Expenditure Plan and all the money has been distributed to implement a Council approved State Expenditure Plan.

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

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

STATE OF FLORIDA

Dated: 6/12/13

A handwritten signature in blue ink, appearing to read "Rick Scott", written over a horizontal line.

Rick Scott,  
Governor

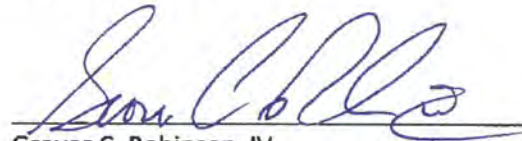
Attest:

A handwritten signature in blue ink, appearing to read "Heidi Roop", written over a horizontal line.  
Secretary of State

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

GULF CONSORTIUM

Dated: 4/5/13



Grover C. Robinson, IV  
Chairman

Attest:



Warren Yeager,  
Secretary-Treasurer

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

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

**RECITALS**

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

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

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

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

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

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

**SECTION 1. DEFINITIONS AND CONSTRUCTION**

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

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

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

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

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

## SECTION 2. PROCUREMENT SERVICES

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

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

## SECTION 3. GENERAL PROVISIONS

### A. Funding.

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

### B. Compliance with Applicable Law.

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

C. Choice of Law, Venue and Severability.

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

D. Amendments.

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

E. Assignment.

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

F. Conflict Resolution.

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

G. Recordation.

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

SECTION 3. EFFECTIVE DATE

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

SECTION 4. TERM; COMMENCEMENT DATE; RENEWAL

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

IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 20<sup>th</sup> day of March, 2014.

Attest:  
Bob Inzer, Clerk of the Court



By: \_\_\_\_\_

Approved as to form:  
County Attorney's Office

By: \_\_\_\_\_

Herbert W.A. Thiele, Esq.  
County Attorney

LEON COUNTY, FLORIDA

By: \_\_\_\_\_

Kristin Dozier, Chairman  
Board of County Commissioners



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

**THE GULE CONSORTIUM**

By: \_\_\_\_\_



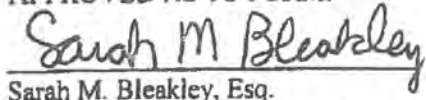
Chairman  
Board of Directors

ATTEST:



Secretary-Treasurer  
Board of Directors

APPROVED AS TO FORM:



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

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

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

**RECITALS**

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

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

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

**SECTION 2. PROCUREMENT SERVICES**

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

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

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

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

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



**LEON COUNTY, FLORIDA**

Attest:  
Bob Inzer, Clerk of the Court

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

By: John Stott, Deputy Clerk

Approved as to form:  
County Attorney's Office

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

**THE GULF CONSORTIUM**

ATTEST:

By: [Signature]  
Chairman  
Board of Directors

Warren J. Gagnier  
Secretary-Treasurer  
Board of Directors

APPROVED AS TO FORM:

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

**ESA Consultant Team Contract  
Milestone and Cost Summary**

Milestone/ Activity	Milestone Type	Start Date	Completion Date	Modified Date	Status (% complete)	Deliverable (Y/N)	Anticipated Cost (\$)	Spent to Date (\$)
<b>Pre-Award Milestones and Costs</b>								
Task 1 - Prepare PSEP & Administrative Grant Application	Planning	January 2, 2015	March 25, 2015		100%	Yes	\$50,980	\$50,980
Task 2 - Conduct Consortium Goal Setting Workshop	Planning	March 26, 2015	August 26, 2016		100%	Yes	\$21,560	\$21,560
Task 13 (partial) – Stakeholder Outreach & Public Involvement	Planning	June 19, 2015	November 17, 2015		33%	Yes	\$246,820	\$82,388
<b>Year 1 Milestones and Costs</b>								
Task 3 - Compile Preliminary Project List		July 1, 2016	October 31, 2016		0%	Yes	\$301,760	\$0
Task 4 - Screen, Attribute and Map the Preliminary Project List	Planning	September 1, 2016	November 30, 2016		0%	Yes	\$189,010	\$0
Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis	Planning	November 1, 2016	December 31, 2017		0%	Yes	\$150,470	\$0
Task 6 - Develop the Draft Project List and Spatial Database	Planning	December 1, 2016	January 31, 2017		0%	Yes	\$116,440	\$0
Task 7 - Develop Project Evaluation Criteria	Planning	February 1, 2016	April 30, 2016		0%	Yes	\$98,400	\$0
Task 8 – Conduct Project Evaluation & Refinement	Planning	March 1, 2017	June 30, 2017		0%	Yes	\$303,400	\$0
Task 15 – Planning Grant Management - Year 1	Administrative	July 1, 2016	June 30, 2017		0%	Yes	\$60,065	



Year 2 Milestones and Costs									
Task 9 - Conduct Project Leveraging Analysis	Planning	July 1, 2017	August 31, 2017		0%	Yes	\$201,310	\$0	
Task 10 - Develop Project Sequencing & Implementation Strategy	Planning	September 1, 2017	November 30, 2017		0%	Yes	\$198,800	\$0	
Task 11 - Prepare Draft FSEP	Planning	November 1, 2017	January 31, 2018		0%	Yes	\$328,000	\$0	
Task 12 - Draft FSEP Review and Revisions	Planning	February 1, 2018	April 30, 2018		0%	Yes	\$266,500	\$0	
Task 13 - Stakeholder Outreach & Public Involvement	Planning	April 1, 2018	May 31, 2018		33%	Yes	\$246,820	\$82,388	
Task 14 - Prepare Final FSEP	Planning	June 1, 2018	June 30, 2018		\$0	Yes	\$131,200	\$0	
Task 15 - Planning Grant Management - Year 2	Administrative	July 1, 2017	June 31, 2018		\$0	Yes	\$60,065	\$0	

**Cost Summary:**

- Pre-Award = \$154,928
- Year 1 (July 1, 2016 – June 30, 2017) Tasks 3-8 (+Task 15 Year 1) = \$1,159,480
- Year 2 (July 1, 2017 – June 30, 2018) Tasks 9-14 (+Task 15 Year 2) = \$1,408,372
- Total ESA Consultant Team Services = \$2,722,780

**Q1 Please provide your contact information**

Answered: 30 Skipped: 0

**Answer Choices**

**Responses**

Name	100.00%	30
Company	100.00%	30
Address	100.00%	30
Address 2	33.33%	10
City/Town	100.00%	30
State/Province	100.00%	30
ZIP/Postal Code	100.00%	30
Country	100.00%	30
Email Address	100.00%	30
Phone Number	100.00%	30

#	Name	Date
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2	Kelly windes	8/10/2015 5:14 PM
3	Alan Pierce	7/31/2015 11:03 AM
4	Mike Thomas	7/30/2015 3:10 PM
5	Tim Alexander	7/29/2015 3:36 PM
6	Len Sosamon	7/29/2015 10:38 AM
7	TOM HENNING	7/28/2015 9:13 AM
8	Peter H. Bos	7/27/2015 8:00 PM
9	Cheryl Sanders	7/27/2015 11:32 AM
10	Ken Cheek for Comm. Scott Adams	7/24/2015 12:09 PM
11	Lane Lynchard	7/24/2015 11:45 AM
12	Pamela Anderson	7/23/2015 1:30 PM
13	Lesley Miller Jr.	7/23/2015 1:12 PM
14	George Neugent	7/22/2015 9:49 AM
15	Jim Moody	7/17/2015 11:49 AM
16	Jack Mariano	7/16/2015 11:38 AM
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18	Michael Sole	7/15/2015 9:16 AM
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21	Sara Comander	7/13/2015 5:46 PM
22	David Edwards	7/13/2015 3:29 PM
23	Charlie Hunsicker	7/13/2015 2:19 PM

## Florida Gulf Consortium Questionnaire

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26	John Manning	7/10/2015 8:25 AM
27	Susan Latvala	7/9/2015 4:43 PM
28	John Meeks	7/6/2015 4:57 PM
29	Charles Hines	7/6/2015 12:46 PM
30	Grover C. Robinson, IV	6/30/2015 2:14 PM
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5	Dixie County Board of County Commissioners	7/29/2015 3:36 PM
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7	COLLIER	7/28/2015 9:13 AM
8	Legendary LLC	7/27/2015 8:00 PM
9	Franklin County Board of County Commissioners	7/27/2015 11:32 AM
10	Citrus County Board of County Commissioners	7/24/2015 12:09 PM
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13	Hillsborough County Board of County Commission	7/23/2015 1:12 PM
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1	226 S Palafox St	8/12/2015 2:42 PM
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## Florida Gulf Consortium Questionnaire

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<b>#</b>	<b>Address 2</b>	<b>Date</b>
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6	NA	7/10/2015 8:25 AM
7	0	7/9/2015 4:43 PM
8	Court St	7/6/2015 4:57 PM
9	2nd floor	7/6/2015 12:46 PM
10	Suite 400	6/30/2015 2:14 PM
<b>#</b>	<b>City/Town</b>	<b>Date</b>
1	Pensacola	8/12/2015 2:42 PM



## Florida Gulf Consortium Questionnaire

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5	FL	7/29/2015 3:36 PM
6	Florida	7/29/2015 10:38 AM
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8	Florida	7/27/2015 8:00 PM
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10	FL	7/24/2015 12:09 PM
11	FL	7/24/2015 11:45 AM

# Florida Gulf Consortium Questionnaire

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15	FL	7/17/2015 11:49 AM
16	FL	7/16/2015 11:38 AM
17	Alabama	7/15/2015 2:05 PM
18	Florida	7/15/2015 9:16 AM
19	Florida	7/14/2015 12:54 PM
20	Florida	7/14/2015 10:52 AM
21	FI	7/13/2015 5:46 PM
22	FL	7/13/2015 3:29 PM
23	FL	7/13/2015 2:19 PM
24	FL	7/13/2015 9:17 AM
25	FL	7/10/2015 4:17 PM
26	Florida	7/10/2015 8:25 AM
27	FL	7/9/2015 4:43 PM
28	FI	7/6/2015 4:57 PM
29	FI	7/6/2015 12:46 PM
30	Florida	6/30/2015 2:14 PM
<b>#</b>	<b>ZIP/Postal Code</b>	<b>Date</b>
1	32503	8/12/2015 2:42 PM
2	32541	8/10/2015 5:14 PM
3	32320	7/31/2015 11:03 AM
4	32401	7/30/2015 3:10 PM
5	32628	7/29/2015 3:36 PM
6	34601	7/29/2015 10:38 AM
7	34112	7/28/2015 9:13 AM
8	32541	7/27/2015 8:00 PM
9	32322	7/27/2015 11:32 AM
10	34450	7/24/2015 12:09 PM
11	32570	7/24/2015 11:45 AM
12	32408	7/23/2015 1:30 PM
13	33601	7/23/2015 1:12 PM
14	33043	7/22/2015 9:49 AM
15	32348	7/17/2015 11:49 AM
16	34654	7/16/2015 11:38 AM
17	35487	7/15/2015 2:05 PM
18	32301	7/15/2015 9:16 AM
19	32456	7/14/2015 12:54 PM
20	32548	7/14/2015 10:52 AM
21	32435	7/13/2015 5:46 PM

## Florida Gulf Consortium Questionnaire

22	32327	7/13/2015 3:29 PM
23	34206	7/13/2015 2:19 PM
24	3244	7/13/2015 9:17 AM
25	33948	7/10/2015 4:17 PM
26	33902	7/10/2015 8:25 AM
27	34683	7/9/2015 4:43 PM
28	32621	7/6/2015 4:57 PM
29	34236	7/6/2015 12:46 PM
30	32502	6/30/2015 2:14 PM
<b>#</b>	<b>Country</b>	<b>Date</b>
1	US	8/12/2015 2:42 PM
2	Okaloosa	8/10/2015 5:14 PM
3	US	7/31/2015 11:03 AM
4	United States	7/30/2015 3:10 PM
5	United States	7/29/2015 3:36 PM
6	USA	7/29/2015 10:38 AM
7	United States	7/28/2015 9:13 AM
8	Okaloosa	7/27/2015 8:00 PM
9	United States	7/27/2015 11:32 AM
10	USA	7/24/2015 12:09 PM
11	US	7/24/2015 11:45 AM
12	USA	7/23/2015 1:30 PM
13	US	7/23/2015 1:12 PM
14	usa	7/22/2015 9:49 AM
15	USA	7/17/2015 11:49 AM
16	Pasco	7/16/2015 11:38 AM
17	United States	7/15/2015 2:05 PM
18	USA	7/15/2015 9:16 AM
19	United States	7/14/2015 12:54 PM
20	USA	7/14/2015 10:52 AM
21	Walton	7/13/2015 5:46 PM
22	USA	7/13/2015 3:29 PM
23	USA	7/13/2015 2:19 PM
24	USA	7/13/2015 9:17 AM
25	USA	7/10/2015 4:17 PM
26	US	7/10/2015 8:25 AM
27	USA	7/9/2015 4:43 PM
28	Levy	7/6/2015 4:57 PM
29	USA	7/6/2015 12:46 PM
30	USA	6/30/2015 2:14 PM
<b>#</b>	<b>Email Address</b>	<b>Date</b>

## Florida Gulf Consortium Questionnaire

1	collier@merrillland.com	8/12/2015 2:42 PM
2	kwindes@co.okaloosa.fl.us	8/10/2015 5:14 PM
3	alanp@fairpoint.net	7/31/2015 11:03 AM
4	mthomas@baycountyfl.gov	7/30/2015 3:10 PM
5	tim.alexander@dixieemergency.com	7/29/2015 3:36 PM
6	LSossamon@hernandocounty.us	7/29/2015 10:38 AM
7	TOMHENNING@COLLIERGOV.NET	7/28/2015 9:13 AM
8	pbos@legendaryinc.com	7/27/2015 8:00 PM
9	cheryl@franklincountyflorida.com	7/27/2015 11:32 AM
10	Scott.Adams@citrusbocc.com	7/24/2015 12:09 PM
11	commlynchard@santarosa.fl.gov	7/24/2015 11:45 AM
12	pamheartsofhope@aol.com	7/23/2015 1:30 PM
13	millerlj@hillsbroughcounty.org	7/23/2015 1:12 PM
14	neugent-george@monroecounty-fl.gov	7/22/2015 9:49 AM
15	eaglesnestdeklebeach@excite.com	7/17/2015 11:49 AM
16	jmariano@pascocountyfl.net	7/16/2015 11:38 AM
17	fnwade@ua.edu	7/15/2015 2:05 PM
18	michael.sole@fpl.com	7/15/2015 9:16 AM
19	yeagerw@preble-rish.com	7/14/2015 12:54 PM
20	lino.maldonado@wynvr.com	7/14/2015 10:52 AM
21	comsara@co.walton.fl.us	7/13/2015 5:46 PM
22	dedwards@mywakulla.com	7/13/2015 3:29 PM
23	charlie.hunsicker@mymanatee.org	7/13/2015 2:19 PM
24	bbarfield@JeffersonCountyFL.gov	7/13/2015 9:17 AM
25	Chris.Constance@charlottecountyfl.gov	7/10/2015 4:17 PM
26	dist1@leegov.com	7/10/2015 8:25 AM
27	slatvala@verizon.net	7/9/2015 4:43 PM
28	district1@levycounty.org	7/6/2015 4:57 PM
29	chines@scgov.net	7/6/2015 12:46 PM
30	district4@myescambia.com	6/30/2015 2:14 PM
<b>#</b>	<b>Phone Number</b>	<b>Date</b>
1	850-438-0955	8/12/2015 2:42 PM
2	850 803 2320	8/10/2015 5:14 PM
3	850-653-5727 (cell)	7/31/2015 11:03 AM
4	850-248-8140	7/30/2015 3:10 PM
5	3524981426	7/29/2015 3:36 PM
6	352-754-4002	7/29/2015 10:38 AM
7	2392528393	7/28/2015 9:13 AM
8	850-337-8000 ext 402	7/27/2015 8:00 PM
9	850-697-2534	7/27/2015 11:32 AM
10	352-341-6560	7/24/2015 12:09 PM

## Florida Gulf Consortium Questionnaire

11	8509831877	7/24/2015 11:45 AM
12	850-814-4536	7/23/2015 1:30 PM
13	813-272-5720	7/23/2015 1:12 PM
14	305-304-4674	7/22/2015 9:49 AM
15	850 838 6528	7/17/2015 11:49 AM
16	7278478100	7/16/2015 11:38 AM
17	8508144264	7/15/2015 2:05 PM
18	850 228 2489	7/15/2015 9:16 AM
19	850-899-7337	7/14/2015 12:54 PM
20	(850) 301-3420	7/14/2015 10:52 AM
21	850-835-4834	7/13/2015 5:46 PM
22	850-926-0919	7/13/2015 3:29 PM
23	941-745-3727	7/13/2015 2:19 PM
24	850.933.4055	7/13/2015 9:17 AM
25	(941)743-1553	7/10/2015 4:17 PM
26	239-533-2224	7/10/2015 8:25 AM
27	727-642-0815	7/9/2015 4:43 PM
28	352-222-4442	7/6/2015 4:57 PM
29	941-861-5344	7/6/2015 12:46 PM
30	(850) 595-4940	6/30/2015 2:14 PM

## Florida Gulf Consortium Questionnaire

### Q2 What is the single most important outcome that you would like to see as a result of the Florida State Expenditure Plan?

Answered: 29 Skipped: 1

#	Responses	Date
1	Diversification	8/13/2015 12:53 PM
2	Restore water quality	8/10/2015 5:24 PM
3	improvements that add to the quality of coastal invironemtrn for locals and visitors-- increased year around empoloyment oproluntyies	7/31/2015 4:34 PM
4	Replenish and protect Living Coastal and Marine Resources	7/31/2015 11:11 AM
5	To cleanup things caused by the spill and to make sure we diversify our economy to protect us when it happens again.	7/30/2015 3:16 PM
6	Restoration of habitat for natural marine resources.	7/29/2015 3:54 PM
7	To restore the Gulf to a pristine status thereby preserving natural habitats and preserving and protecting water quality.	7/29/2015 10:55 AM
8	Environmental restoration that effect estuary systems	7/28/2015 9:21 AM
9	The most important outcome would be to see the funds divided fairly and equitably between the eligible Counties.	7/24/2015 12:18 PM
10	Long term improvement in our water quality	7/24/2015 11:49 AM
11	The most comprehensive and efficient us of funds to positively impact our environment and our economy.	7/23/2015 2:12 PM
12	Restore our sea shores to be the best that it can be.	7/23/2015 1:21 PM
13	Although the broad simple answer, for me, is directing resources to create a healthier Gulf of Mexico. #1 reducing nutrient loading from industrial waste, Ag runoff, septic tank leaching, thereby improving water quality in estuaries and the gulf.	7/22/2015 10:06 AM
14	Compress the pay out period	7/17/2015 11:59 AM
15	To have a plan that helps the counties facilitate projects that benefit them the most.	7/16/2015 11:55 AM
16	That the area's environment is restored as much as possible and the impacts on both economic development and tourism are also compensated	7/15/2015 2:40 PM
17	A State Expenditure Plan that leverages existing Restore and non-Restore Act projects to maximize environmental and economic gains for Florida	7/15/2015 9:32 AM
18	Economic Diversification	7/14/2015 1:03 PM
19	That it encompass all areas of loss, damage or interruption.	7/14/2015 12:05 PM
20	Restoration of lakes, rivers, our bays and the Gulf of Mexico	7/13/2015 5:52 PM
21	Restore and revitalize the Gulf Economy	7/13/2015 3:33 PM
22	Environmental improvement for coastal resiliency	7/13/2015 2:33 PM
23	Protection of our water supply.	7/13/2015 9:31 AM
24	Achieve financial parity among the gulf coastal communities by ensuring that projects are funded equitably in each of the 23 impacted counties.	7/10/2015 4:18 PM
25	Restore the environment and the economy of the Florida Gulf Coast	7/10/2015 11:23 AM
26	A concise group of projects that work in concert with the county's goal of a sustainable Caloosahatchee river ecosystem.	7/10/2015 8:36 AM
27	Restore water quality	7/9/2015 5:05 PM
28	Restoration/Rehabilitation of the Gulf Coast and its estuaries	7/6/2015 5:02 PM

# Florida Gulf Consortium Questionnaire

29

Long-lasting and real restoration to the Florida waters and ecosystems.

7/6/2015 12:55 PM



## Florida Gulf Consortium Questionnaire

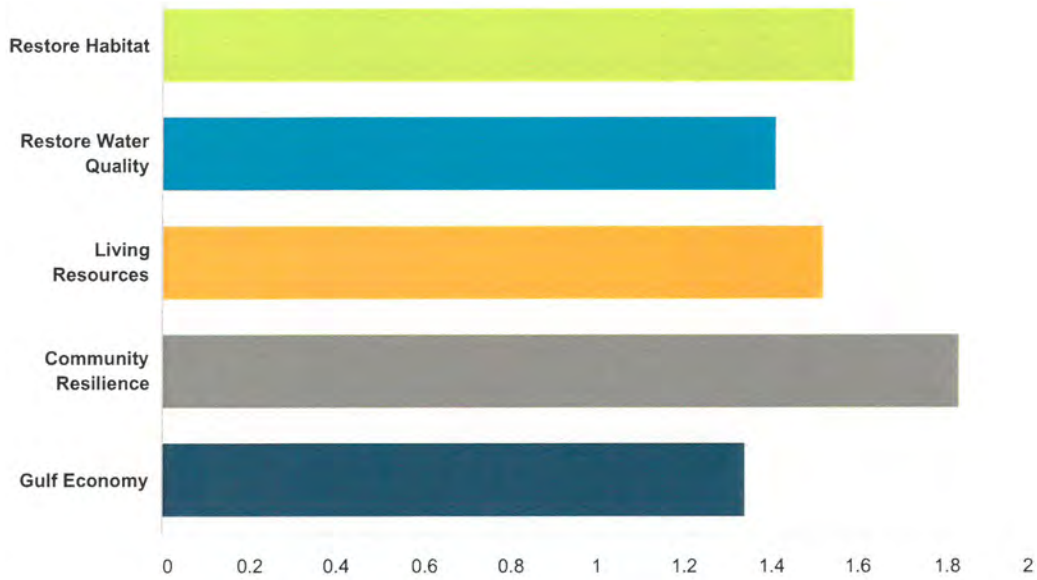
### Q3 What is the second most important outcome you would like the Florida State Expenditure Plan to achieve?

Answered: 29 Skipped: 1

#	Responses	Date
1	Long term goals	8/13/2015 12:53 PM
2	Restore gulf economy	8/10/2015 5:24 PM
3	sustainable environmentally friendly improvements such as fish hatcheries that can both replenish and supplement existing natural stocks and potentially start an aquaculture infrastructure for fingerlings	7/31/2015 4:34 PM
4	Restore and Revitalize the Gulf Economy	7/31/2015 11:11 AM
5	Clean up our bays and protect them from run off so they are better prepared to fight off future efforts of same.	7/30/2015 3:16 PM
6	A positive economic benefit from improved habitat and marine resources. (fisheries, shell fishing, shell fish industry, oysters, clams, etc. for both recreational and commercial benefit)	7/29/2015 3:54 PM
7	To enhance the Gulf communities by creating a sustainable economy.	7/29/2015 10:55 AM
8	marine habitat	7/28/2015 9:21 AM
9	The second most important outcome for Citrus County would be to see that project funding is done on a regional basis.	7/24/2015 12:18 PM
10	Long term improvement in Stormwater management	7/24/2015 11:49 AM
11	That we choose projects that will be cost effective within themselves and not add financial burdens to individuals or local & state governments, but instead provide long-term restoration, more jobs, and generate income for the entities involved.	7/23/2015 2:12 PM
12	Bring back our economy.	7/23/2015 1:21 PM
13	improvements that will stimulate the economy with jobs through actual shovels in the ground work - Everglades restoration by correcting previous direction of toxic flood control waters.	7/22/2015 10:06 AM
14	County should have more freedom with spending	7/17/2015 11:59 AM
15	To let the plan commence quickly and efficiently.	7/16/2015 11:55 AM
16	That a balanced portion of the funds are used to create quality jobs in the affected counties	7/15/2015 2:40 PM
17	A thoughtful process that demonstrates collaboration and consensus that addresses both local and statewide needs	7/15/2015 9:32 AM
18	Water Quality for all waterways and estuaries	7/14/2015 1:03 PM
19	That it be fairly distributed across the effected counties and in a manner consistent with that counties' losses.	7/14/2015 12:05 PM
20	Jobs for out citizens who now depend on the tourism industry	7/13/2015 5:52 PM
21	Restore Water Quality	7/13/2015 3:33 PM
22	Seafood/aquaculture activities receive capitol to jump start some very important initiatives in bi valve.	7/13/2015 2:33 PM
23	Protection of the gulf coast environment. This includes the affect of the oil spill 50 years down the road.	7/13/2015 9:31 AM
24	A balanced approach to improving water quality in the Gulf that includes both environmental projects as well as critical investments in infrastructure such as wastewater treatment.	7/10/2015 4:18 PM
25	To make sure there is a good balance across geographic areas of the Florida Gulf Coast and a balance between environment and economy	7/10/2015 11:23 AM
26	Treating Lee county's TMDL projects as a priority to enhance our requirements from the Federal government.	7/10/2015 8:36 AM
27	Replenish and protect living coastal and marine resources	7/9/2015 5:05 PM
28	Economic growth through eco-tourism and sale of fish/shellfish	7/6/2015 5:02 PM
29	Quick action on identifying and funding real projects that can begin the restoration process.	7/6/2015 12:55 PM

### Q4 How strongly do you agree that the Council's goals apply in Florida?

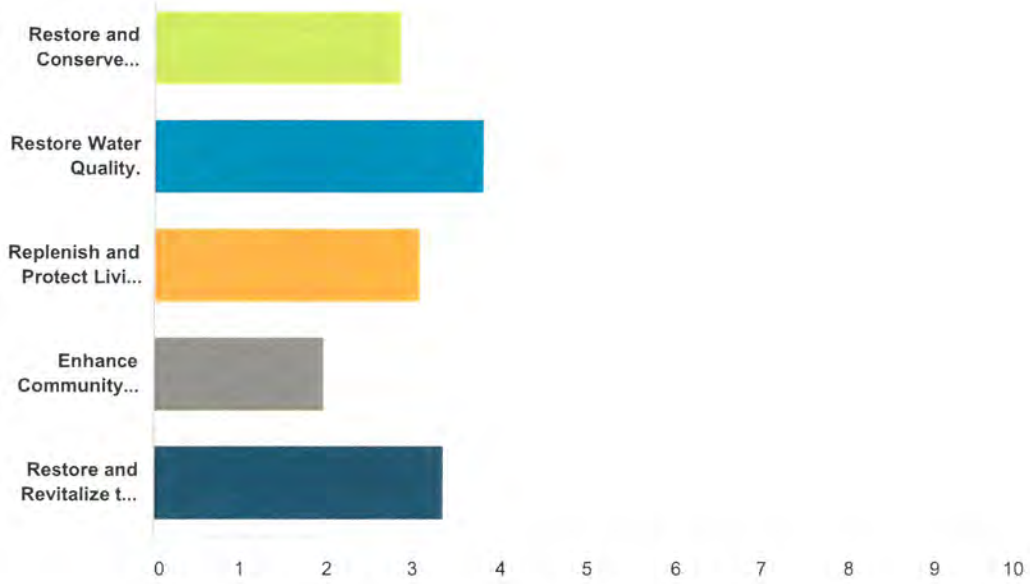
Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
Restore Habitat	48.28% 14	44.83% 13	6.90% 2	0.00% 0	0.00% 0	29	1.59
Restore Water Quality	62.07% 18	34.48% 10	3.45% 1	0.00% 0	0.00% 0	29	1.41
Living Resources	51.72% 15	44.83% 13	3.45% 1	0.00% 0	0.00% 0	29	1.52
Community Resilience	34.48% 10	48.28% 14	17.24% 5	0.00% 0	0.00% 0	29	1.83
Gulf Economy	72.41% 21	20.69% 6	6.90% 2	0.00% 0	0.00% 0	29	1.34

**Q5 Please rank in order of priority the emphasis that the Consortium should place on the Council's goal in order of importance.**

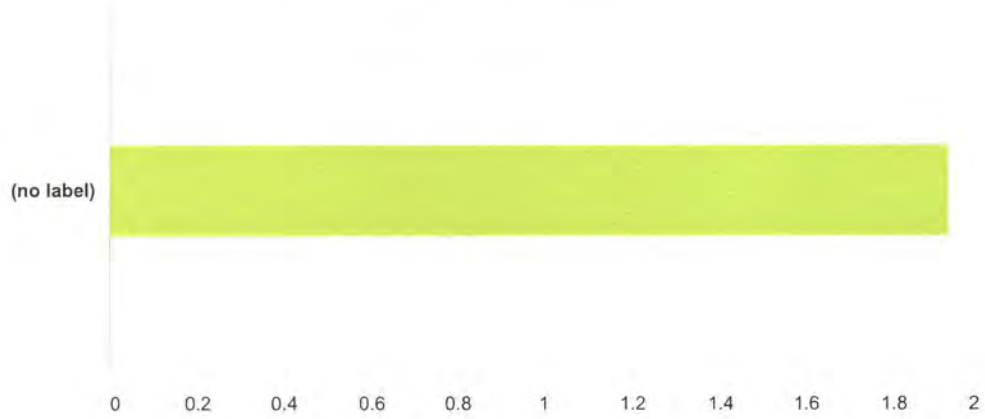
Answered: 29 Skipped: 1



	1	2	3	4	5	Total	Score
Restore and Conserve Habitat.	10.34% 3	24.14% 7	27.59% 8	13.79% 4	24.14% 7	29	2.83
Restore Water Quality.	48.28% 14	6.90% 2	20.69% 6	24.14% 7	0.00% 0	29	3.79
Replenish and Protect Living Coastal and Marine Resources.	13.79% 4	20.69% 6	34.48% 10	20.69% 6	10.34% 3	29	3.07
Enhance Community Resilience.	0.00% 0	20.69% 6	3.45% 1	27.59% 8	48.28% 14	29	1.97
Restore and Revitalize the Gulf Economy.	27.59% 8	27.59% 8	13.79% 4	13.79% 4	17.24% 5	29	3.34

**Q6 How strongly do you agree that when applied in Florida, the five Council goals express all the goals that should apply to the Florida State Expenditure Plan?**

Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	24.14% 7	58.62% 17	17.24% 5	0.00% 0	0.00% 0	29	1.93

## Florida Gulf Consortium Questionnaire

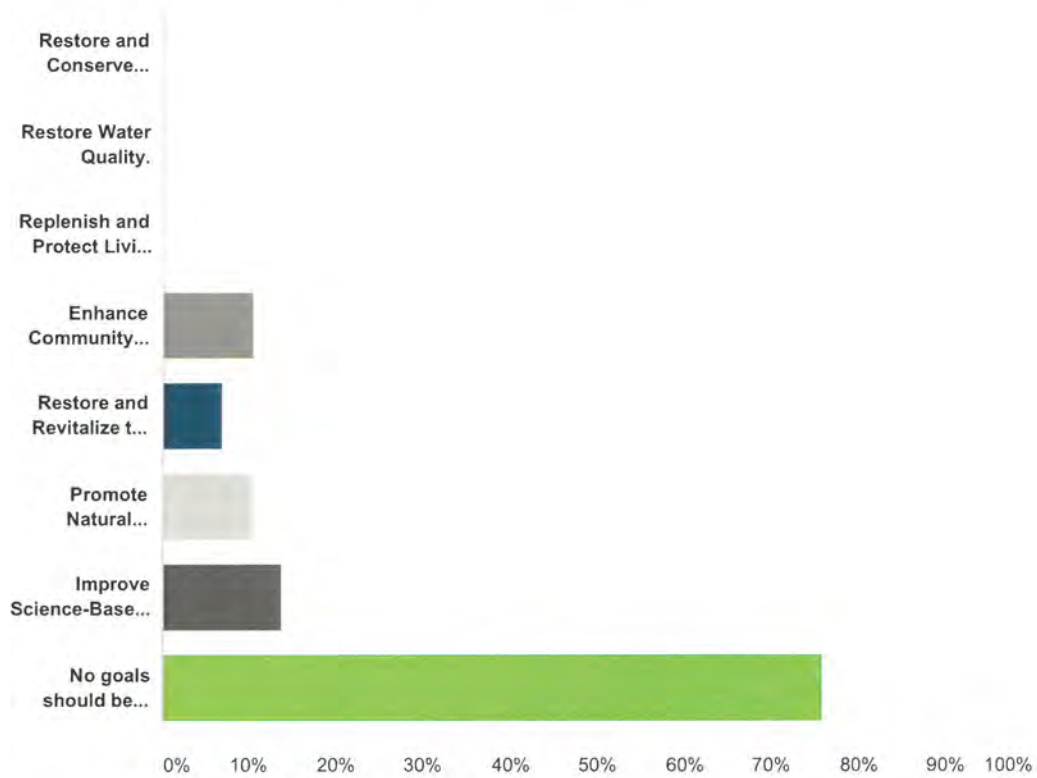
### Q7 Do you have additional goals to suggest for the Florida plan? If yes, please provide it/them here.

Answered: 15 Skipped: 15

#	Responses	Date
1	Marine science to help determine damage to fisheries	8/10/2015 5:24 PM
2	matching funds with long term contributors to economy and or environment	7/31/2015 4:34 PM
3	The goals listed are very inclusive, but I do want to be certain anything we approve does not impede access to our Natural Resources, cause fees to be added in order to access, or negatively impact current jobs.	7/23/2015 2:12 PM
4	No	7/23/2015 1:21 PM
5	The most affected 8 counties are being funded in much more substantial ways than the 13 less affected counties. I think there should be a lot more flexibility to prioritize what is best for each, There maybe some great tourism/ economic projects that get pushed back because of the environmental pressure.	7/16/2015 11:55 AM
6	Job creation should be expressed in the Gulf Economy goal and probably is embedded elsewhere	7/15/2015 2:40 PM
7	Public Access	7/15/2015 9:32 AM
8	Diversify the Gulf economy	7/14/2015 1:03 PM
9	Goals 1 and 3 seem somewhat redundant. An economic diversity goal regarding jobs/industries development with specific incentives for businesses to re-locate or grow would be good.	7/14/2015 12:05 PM
10	Uniting coastal counties in a common goal and working together towards that end	7/13/2015 5:52 PM
11	We need to look inland to protect the water that flows from the rivers and streams into the Gulf.	7/13/2015 9:31 AM
12	No additional goals	7/10/2015 4:18 PM
13	No. These are big enough to handle any additional will pull attention away from the main effort.	7/10/2015 11:23 AM
14	N A	7/10/2015 8:36 AM
15	Long term research of damage from oil spill	7/9/2015 5:05 PM

**Q8 Do you feel that any of the Council's goals should be excluded from a list of Florida-specific goals? Check any that apply, that you would exclude for Florida:**

Answered: 29 Skipped: 1



**Answer Choices**

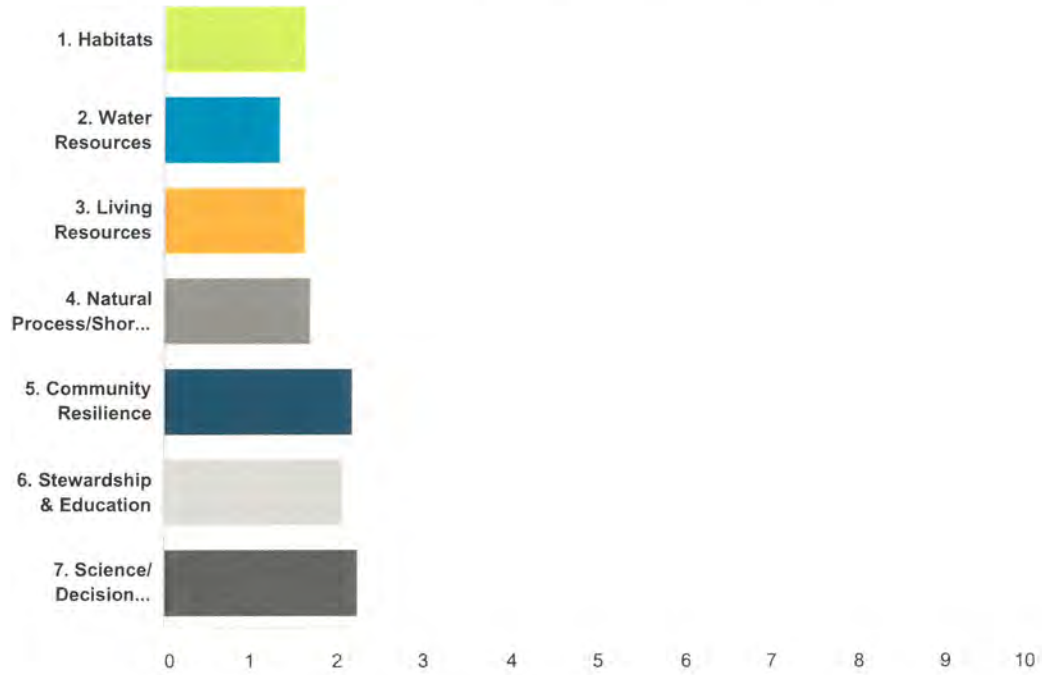
**Responses**

Restore and Conserve Habitat.	0.00%	0
Restore Water Quality.	0.00%	0
Replenish and Protect Living Coastal and Marine Resources.	0.00%	0
Enhance Community Resilience.	10.34%	3
Restore and Revitalize the Gulf Economy.	6.90%	2
Promote Natural Resource Stewardship and Environmental Education.	10.34%	3
Improve Science-Based Decision-Making Processes.	13.79%	4
No goals should be excluded	75.86%	22

**Total Respondents: 29**

### Q9 How strongly do you agree that each of the Council's objectives apply in Florida?

Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
1. Habitats	37.93% 11	62.07% 18	0.00% 0	0.00% 0	0.00% 0	29	1.62
2. Water Resources	68.97% 20	27.59% 8	3.45% 1	0.00% 0	0.00% 0	29	1.34
3. Living Resources	41.38% 12	55.17% 16	3.45% 1	0.00% 0	0.00% 0	29	1.62
4. Natural Process/Shorelines	34.48% 10	62.07% 18	3.45% 1	0.00% 0	0.00% 0	29	1.69
5. Community Resilience	20.69% 6	48.28% 14	24.14% 7	6.90% 2	0.00% 0	29	2.17
6. Stewardship & Education	20.69% 6	55.17% 16	20.69% 6	3.45% 1	0.00% 0	29	2.07
7. Science/ Decision Processes	20.69% 6	44.83% 13	24.14% 7	10.34% 3	0.00% 0	29	2.24



**Q10 How strongly do you agree that when applied in Florida, the seven Council objectives express all the objectives that should apply to the Florida State Expenditure Plan?**

Answered: 29 Skipped: 1

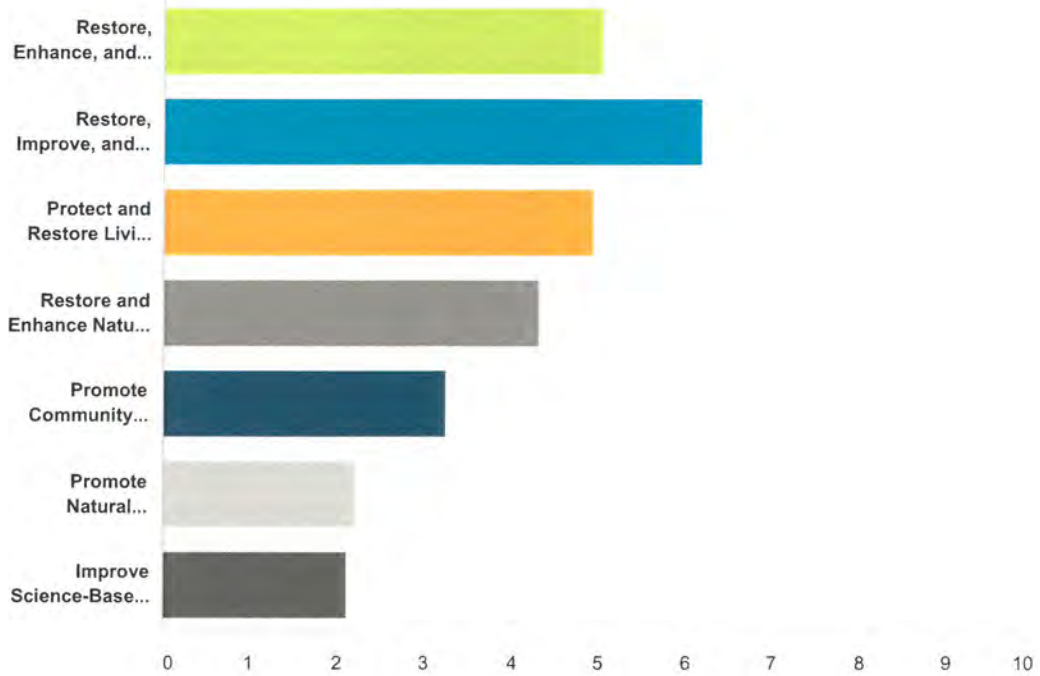


	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	10.34% 3	68.97% 20	10.34% 3	3.45% 1	6.90% 2	29	2.28



### Q11 How would you rank the Councils' objectives as they would apply to the Consortium's objectives?

Answered: 29 Skipped: 1



	1	2	3	4	5	6	7	Total	Score
Restore, Enhance, and Protect Habitats.	13.79% 4	37.93% 11	24.14% 7	6.90% 2	3.45% 1	6.90% 2	6.90% 2	29	5.03
Restore, Improve, and Protect Water Resources.	58.62% 17	17.24% 5	10.34% 3	10.34% 3	3.45% 1	0.00% 0	0.00% 0	29	6.17
Protect and Restore Living Coastal and Marine Resources.	10.34% 3	24.14% 7	27.59% 8	27.59% 8	6.90% 2	3.45% 1	0.00% 0	29	4.93
Restore and Enhance Natural Processes and Shorelines	3.45% 1	13.79% 4	20.69% 6	34.48% 10	27.59% 8	0.00% 0	0.00% 0	29	4.31
Promote Community Resilience.	13.79% 4	3.45% 1	13.79% 4	6.90% 2	13.79% 4	20.69% 6	27.59% 8	29	3.24
Promote Natural Resource Stewardship and Environmental Education.	0.00% 0	0.00% 0	0.00% 0	13.79% 4	20.69% 6	37.93% 11	27.59% 8	29	2.21
Improve Science-Based Decision-Making Processes.	0.00% 0	3.45% 1	3.45% 1	0.00% 0	24.14% 7	31.03% 9	37.93% 11	29	2.10

## Florida Gulf Consortium Questionnaire

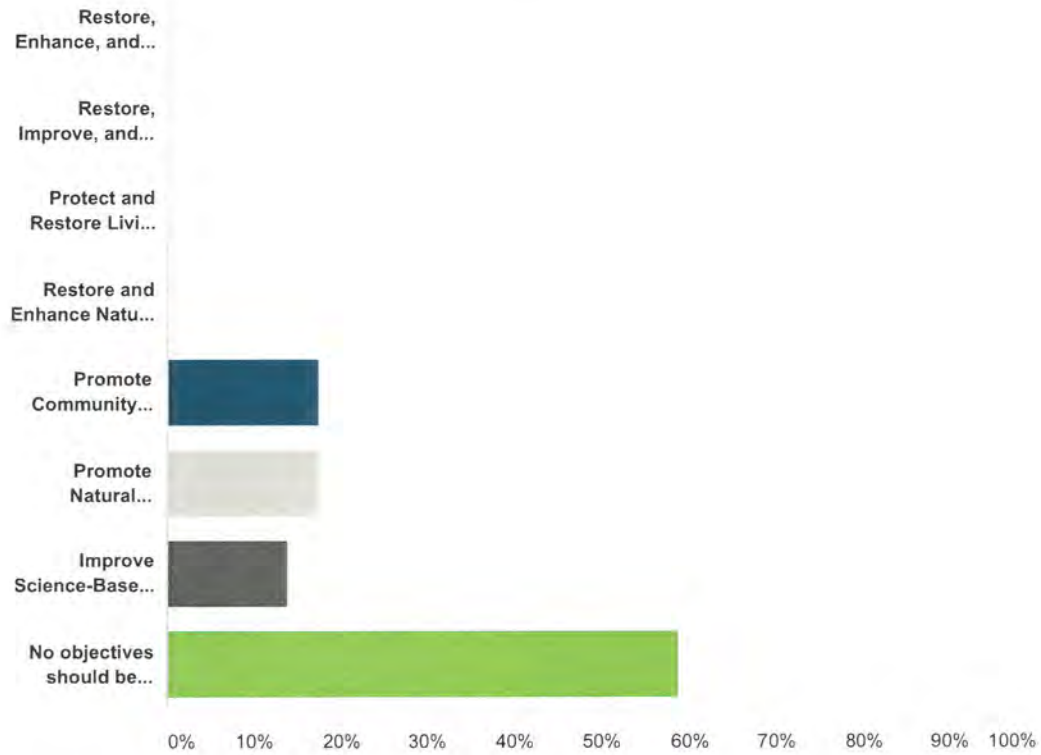
### Q12 Do you have additional objectives to suggest? If so, please write them here:

Answered: 9 Skipped: 21

#	Responses	Date
1	More focus on economic development	8/13/2015 12:53 PM
2	Not additional; however, use these goals to maximize both environmental and economical benefit using available science. Thus, more direct benefit.	7/29/2015 3:54 PM
3	Workforce development, permanent jobs, promotion of tourism in the Gulf region, including fishing.	7/23/2015 2:12 PM
4	the 15 less affected counties need fleibility.	7/16/2015 11:55 AM
5	in the State Expenditure plan it should have the full scope of economic opportunities as well as environmental	7/15/2015 2:40 PM
6	promote things that would help the ability to diversify Florida's economy	7/14/2015 1:03 PM
7	It would appear that a few goals although Identified separately, could be considered one and the same. This approach may more heavily weigh environmental initiatives over individual county priorities.	7/14/2015 12:05 PM
8	No	7/10/2015 11:23 AM
9	N A	7/10/2015 8:36 AM

**Q13 Do you feel that any of the Council’s objectives should be excluded from a list of Florida-specific objectives? Check any that apply, that you would exclude for Florida:**

Answered: 29 Skipped: 1



**Answer Choices**

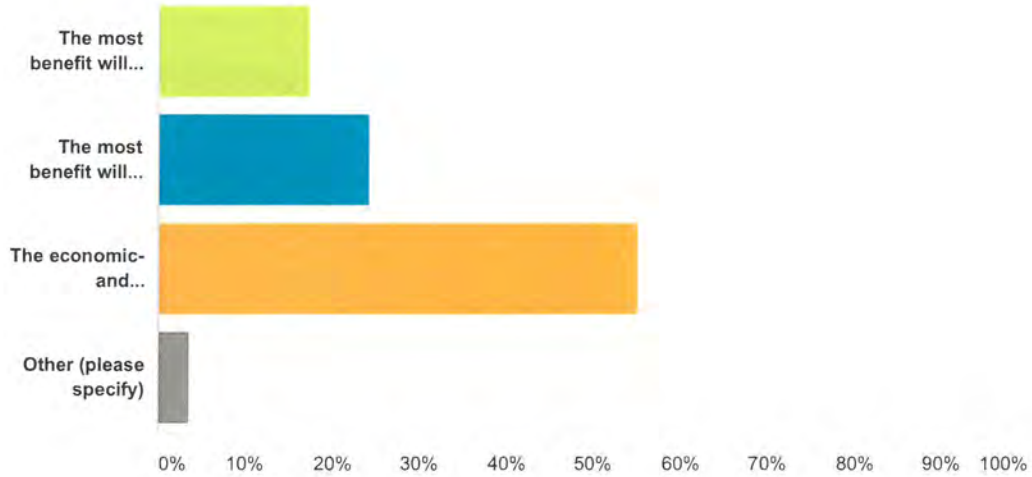
**Responses**

Restore, Enhance, and Protect Habitats.	0.00%	0
Restore, Improve, and Protect Water Resources.	0.00%	0
Protect and Restore Living Coastal and Marine Resources.	0.00%	0
Restore and Enhance Natural Processes and Shorelines	0.00%	0
Promote Community Resilience.	17.24%	5
Promote Natural Resource Stewardship and Environmental Education.	17.24%	5
Improve Science-Based Decision-Making Processes.	13.79%	4
No objectives should be excluded.	58.62%	17

**Total Respondents: 29**

### Q14 From what kind of projects should the most long-term benefits for Florida be derived?

Answered: 29 Skipped: 1



Answer Choices	Responses
The most benefit will be from economic-related projects.	17.24% 5
The most benefit will be from environmentally-related projects.	24.14% 7
The economic- and environmentally-related projects are equally beneficial.	55.17% 16
Other (please specify)	3.45% 1
<b>Total</b>	<b>29</b>

#	Other (please specify)	Date
1	if a community decides that an economic project is best for them , they should not be penalized if it does not have environmental benefits.	7/16/2015 12:00 PM

**Q15 How strongly do you agree that projects should be rated on their own merits, without different prioritization for economic versus environmental restoration activities?**

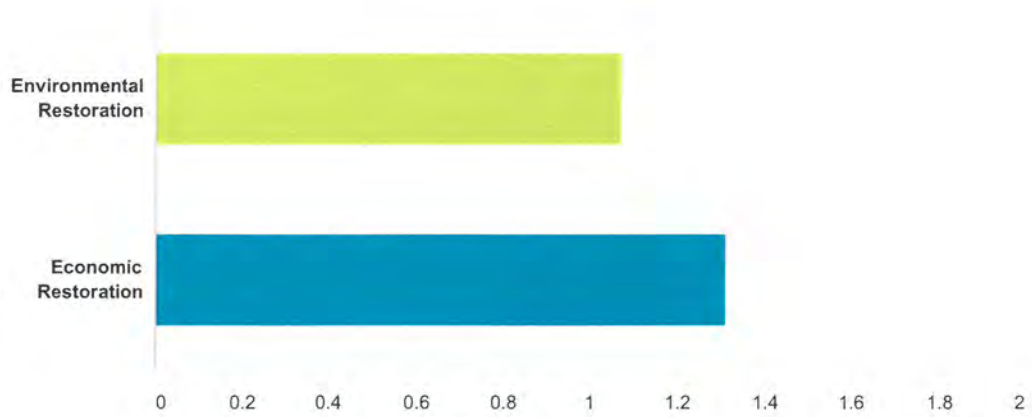
Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	17.24% 5	44.83% 13	13.79% 4	20.69% 6	3.45% 1	29	2.48

**Q16 How strongly do you feel that some environmental and/or economic restoration activities should be funded in the Florida State Expenditure Plan?**

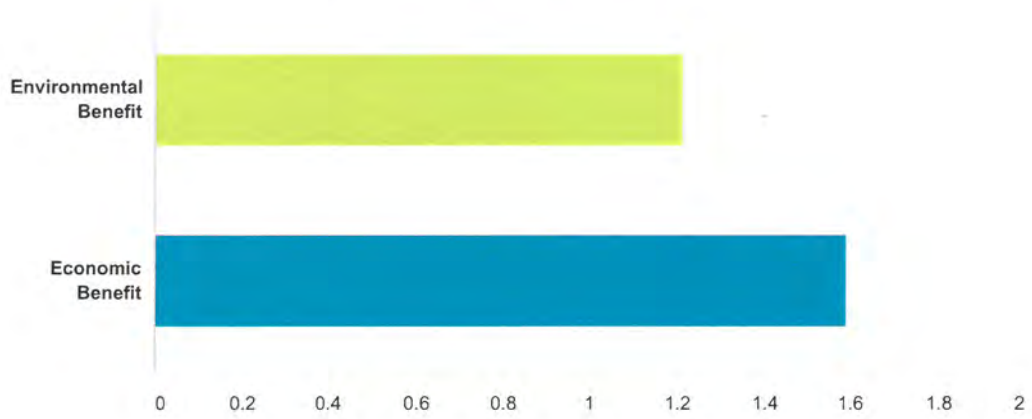
Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
Environmental Restoration	65.52% 19	31.03% 9	3.45% 1	0.00% 0	0.00% 0	29	1.07
Economic Restoration	51.72% 15	34.48% 10	10.34% 3	3.45% 1	0.00% 0	29	1.31

**Q17 How strongly do you agree that all funded restoration activities should have some environmental and/or economic benefit?**

Answered: 29 Skipped: 1

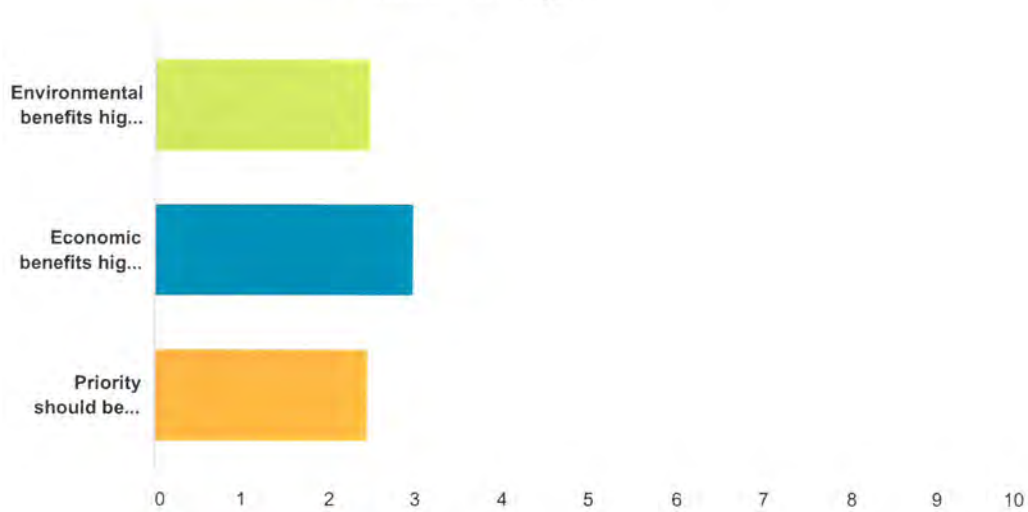


	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
Environmental Benefit	79.31% 23	20.69% 6	0.00% 0	0.00% 0	0.00% 0	29	1.21
Economic Benefit	51.72% 15	37.93% 11	10.34% 3	0.00% 0	0.00% 0	29	1.59



**Q18 How strongly do you agree that restoration activities with environmental benefits are a priority over projects with purely economic benefits or economic benefits are a priority over projects with purely environmental benefits?**

Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
Environmental benefits higher priority than economic benefits	38.46% 10	15.38% 4	19.23% 5	15.38% 4	11.54% 3	26	2.46
Economic benefits higher priority than environmental benefits	11.11% 3	22.22% 6	37.04% 10	18.52% 5	11.11% 3	27	2.96
Priority should be placed equally on environmental and economic benefits	18.52% 5	37.04% 10	25.93% 7	18.52% 5	0.00% 0	27	2.44



**Q19 How strongly do you agree that a pre-set percentage of funds should be allocated to restoration activities with environmental and/or economic benefits?**

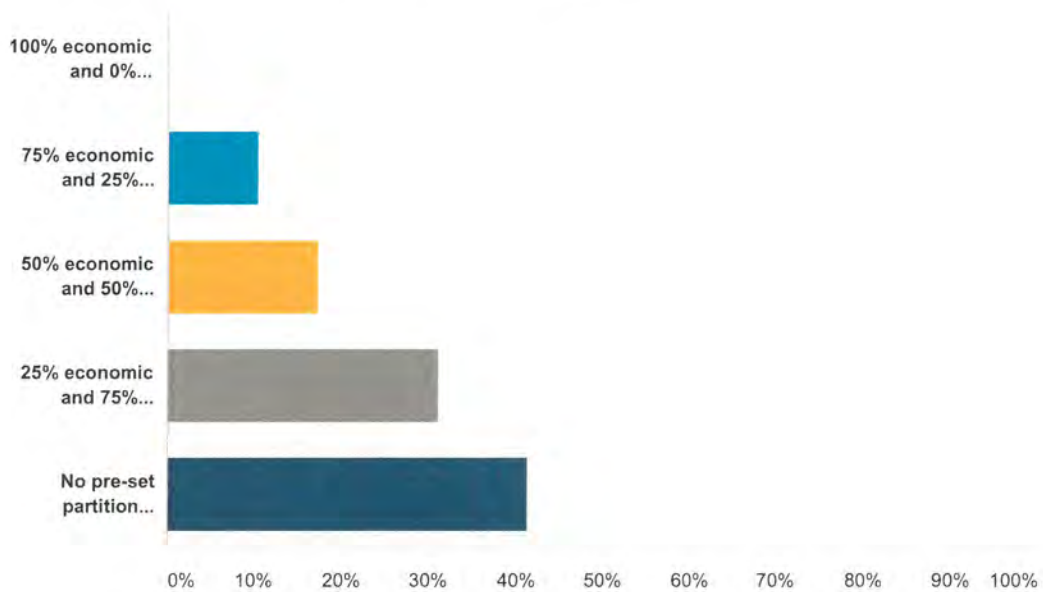
Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
Environmental benefits	32.14% 9	10.71% 3	32.14% 9	17.86% 5	7.14% 2	28	2.57
Economic benefits	32.14% 9	7.14% 2	32.14% 9	21.43% 6	7.14% 2	28	2.64

**Q20 If a pre-set percentage of funds was established for economic and environmental restoration activities, how would you partition the funding? Pick one (economic /environmental).**

Answered: 29 Skipped: 1



Answer Choices	Responses	Count
100% economic and 0% environmental	0.00%	0
75% economic and 25% environmental	10.34%	3
50% economic and 50% environmental	17.24%	5
25% economic and 75% environmental	31.03%	9
No pre-set partition between economic and environmental restoration activities.	41.38%	12
<b>Total</b>		<b>29</b>

**Q21 How strongly do you agree that geographic distribution should be considered during restoration activity prioritization?**

Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	34.48% 10	44.83% 13	10.34% 3	3.45% 1	6.90% 2	29	2.03

**Q22 How strongly do you agree that restoration activities be evaluated based purely on their economic and environmental benefits, without consideration of their location?**

Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	3.45% 1	24.14% 7	13.79% 4	31.03% 9	27.59% 8	29	3.55

**Q23 If a geographic consideration was applied, on which geographic basis would you pick? Choose an item.**

Answered: 29 Skipped: 1



	Disproportionately versus proportionally affected counties.	By county	By watershed	By region	Project merit	Total	Weighted Average
(no label)	24.14%	34.48%	17.24%	10.34%	13.79%	29	2.55
	7	10	5	3	4		

**Q24 How strongly do you agree that the Florida State Expenditure Plan should follow the Pot 1 distribution approach and allocate 75% of the monies to the 8 disproportionately affected counties and the remaining 25% to areas in the remaining 15 counties?**

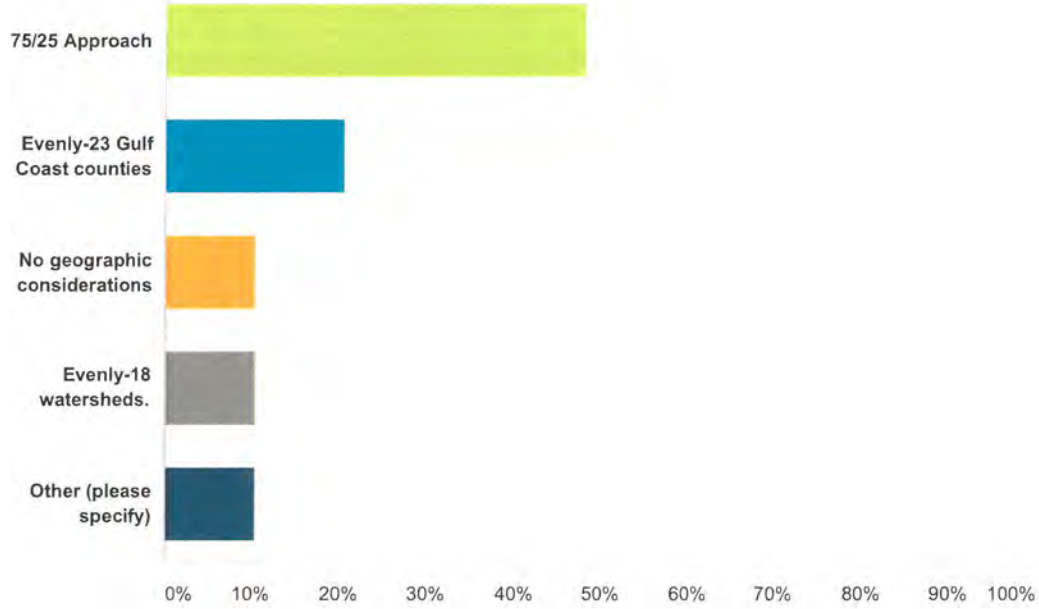
Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	27.59% 8	17.24% 5	10.34% 3	20.69% 6	24.14% 7	29	2.97

**Q25 What do you think would be the fairest approach if a geographic criterion was applied? Pick one.**

Answered: 29 Skipped: 1

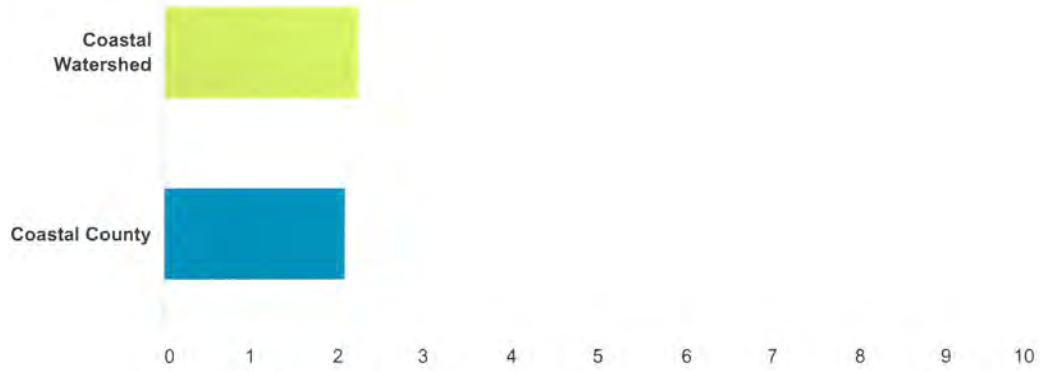


Answer Choices	Responses	
75/25 Approach	48.28%	14
Evenly-23 Gulf Coast counties	20.69%	6
No geographic considerations	10.34%	3
Evenly-18 watersheds.	10.34%	3
Other (please specify)	10.34%	3
<b>Total</b>		<b>29</b>

#	Other (please specify)	Date
1	initially i strongly supported the split of 75/25, however, as economic recovery, over the last 5 years has rebounded for most of the 8 disproportionately affected counties, I've moderated my position with the health of the Gulf and by merit and region should be paramount.	7/22/2015 10:22 AM
2	find the best value projects with a balance equally with all counties	7/16/2015 12:04 PM
3	Watershed proportionality	7/13/2015 2:35 PM

**Q26 How strongly do you agree that at least one restoration activity should be funded in each coastal watershed or county?**

Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
Coastal Watershed	37.93% 11	31.03% 9	6.90% 2	17.24% 5	6.90% 2	29	2.24
Coastal County	36.00% 9	36.00% 9	16.00% 4	8.00% 2	4.00% 1	25	2.08



**Q27 How strongly do you agree that it is a good idea to allocate a portion of the funding to achieve a geographic distribution of restoration activities?**

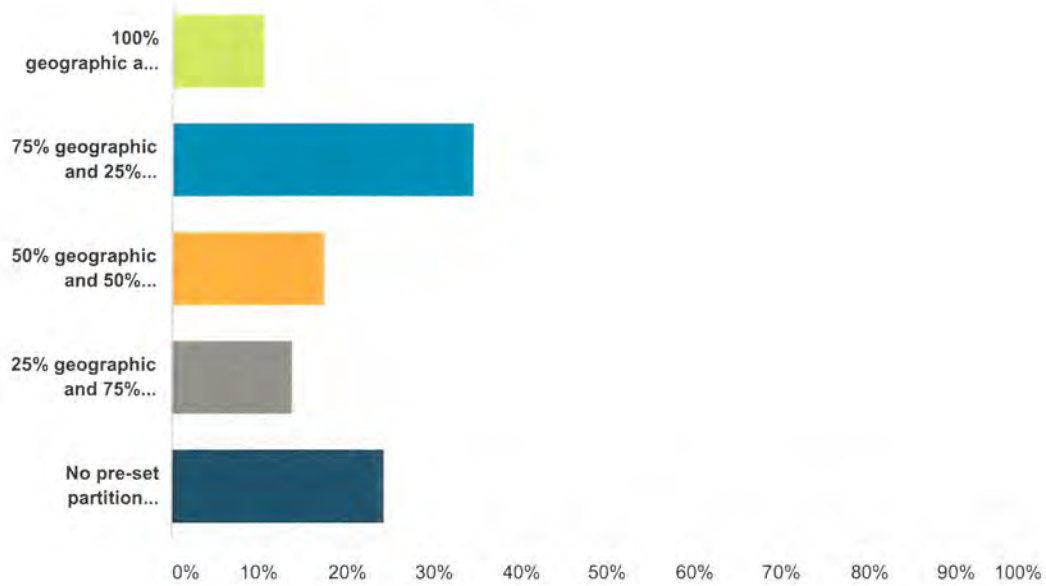
Answered: 29 Skipped: 1



	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total	Weighted Average
(no label)	17.24% 5	55.17% 16	6.90% 2	10.34% 3	10.34% 3	29	2.41

**Q28 If a portion of funding was designated to achieve a geographic distribution of restoration activities, what percentage of funding would you allocate to geographic distribution? The remaining funds would be based on restoration activity merit, without geographic consideration. Pick one (geographic/restoration activity merit).**

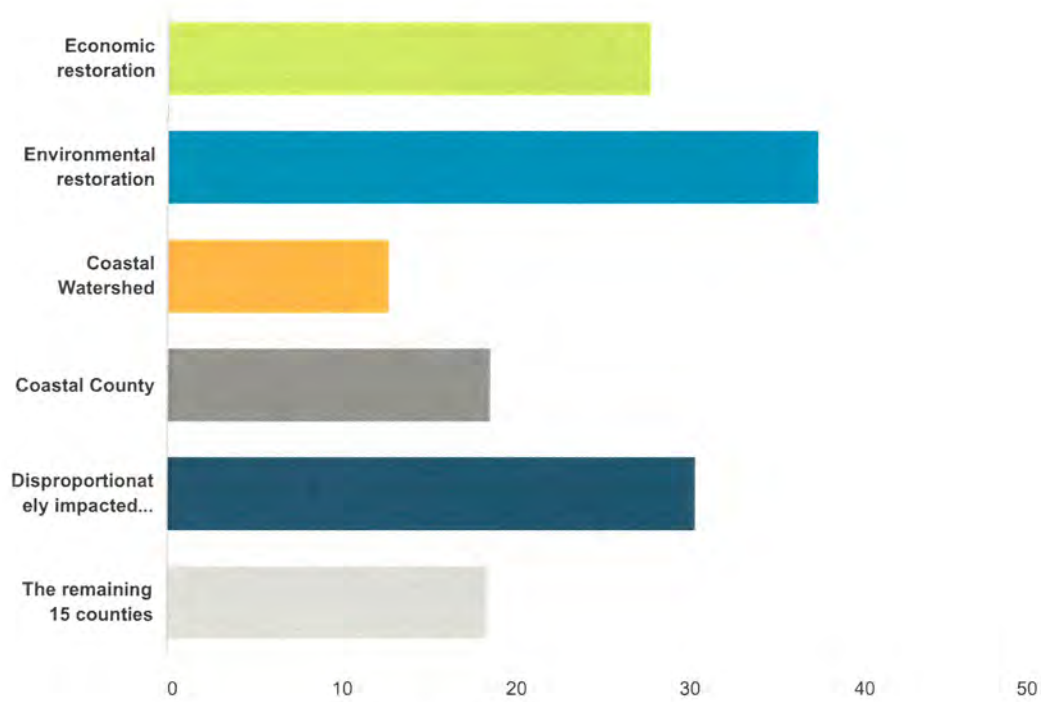
Answered: 29 Skipped: 1



Answer Choices	Responses	
100% geographic and 0% environmental/economic	10.34%	3
75% geographic and 25% environmental/economic	34.48%	10
50% geographic and 50% environmental/economic	17.24%	5
25% geographic and 75% environmental/economic	13.79%	4
No pre-set partition between economic and environmental restoration activities.	24.14%	7
<b>Total</b>		<b>29</b>

**Q29 If you had \$100 to spend on projects in the Florida State Expenditure Plan, what approach would you use to distribute the monies? Would you spend part on economic restoration activities and part on environmental restoration activities? Would you make sure each watershed or county received some funding or not? Tell us how you would spend your \$100.**

Answered: 28 Skipped: 2



Answer Choices	Average Number	Total Number	Responses
Economic restoration	28	528	19
Environmental restoration	37	747	20
Coastal Watershed	13	216	17
Coastal County	19	315	17
Disproportionately impacted 8 counties	30	607	20
The remaining 15 counties	18	387	21
<b>Total Respondents: 28</b>			

#	Economic restoration	Date
1	30	8/19/2015 6:49 PM
2	5	8/13/2015 3:45 PM

## Florida Gulf Consortium Questionnaire

3	10	8/10/2015 5:37 PM
4	15	7/31/2015 11:19 AM
5	50	7/29/2015 4:02 PM
6	30	7/29/2015 11:23 AM
7	25	7/24/2015 12:27 PM
8	30	7/23/2015 2:24 PM
9	50	7/23/2015 1:27 PM
10	15	7/22/2015 10:33 AM
11	50	7/15/2015 2:46 PM
12	20	7/15/2015 9:44 AM
13	30	7/14/2015 12:12 PM
14	25	7/13/2015 6:01 PM
15	75	7/13/2015 9:41 AM
16	0	7/10/2015 4:19 PM
17	33	7/10/2015 11:33 AM
18	25	7/6/2015 6:09 PM
19	10	7/6/2015 1:23 PM
<b>#</b>	<b>Environmental restoration</b>	<b>Date</b>
1	15	8/19/2015 6:49 PM
2	5	8/13/2015 3:45 PM
3	10	8/10/2015 5:37 PM
4	15	7/31/2015 11:19 AM
5	50	7/29/2015 4:02 PM
6	20	7/29/2015 11:23 AM
7	35	7/28/2015 9:28 AM
8	25	7/24/2015 12:27 PM
9	40	7/23/2015 2:24 PM
10	50	7/23/2015 1:27 PM
11	85	7/22/2015 10:33 AM
12	50	7/15/2015 2:46 PM
13	20	7/15/2015 9:44 AM
14	30	7/14/2015 12:12 PM
15	75	7/13/2015 6:01 PM
16	0	7/10/2015 4:19 PM
17	67	7/10/2015 11:33 AM
18	100	7/9/2015 5:18 PM
19	25	7/6/2015 6:09 PM
20	30	7/6/2015 1:23 PM
<b>#</b>	<b>Coastal Watershed</b>	<b>Date</b>
1	10	8/19/2015 6:49 PM
2	5	8/13/2015 3:45 PM

# Florida Gulf Consortium Questionnaire

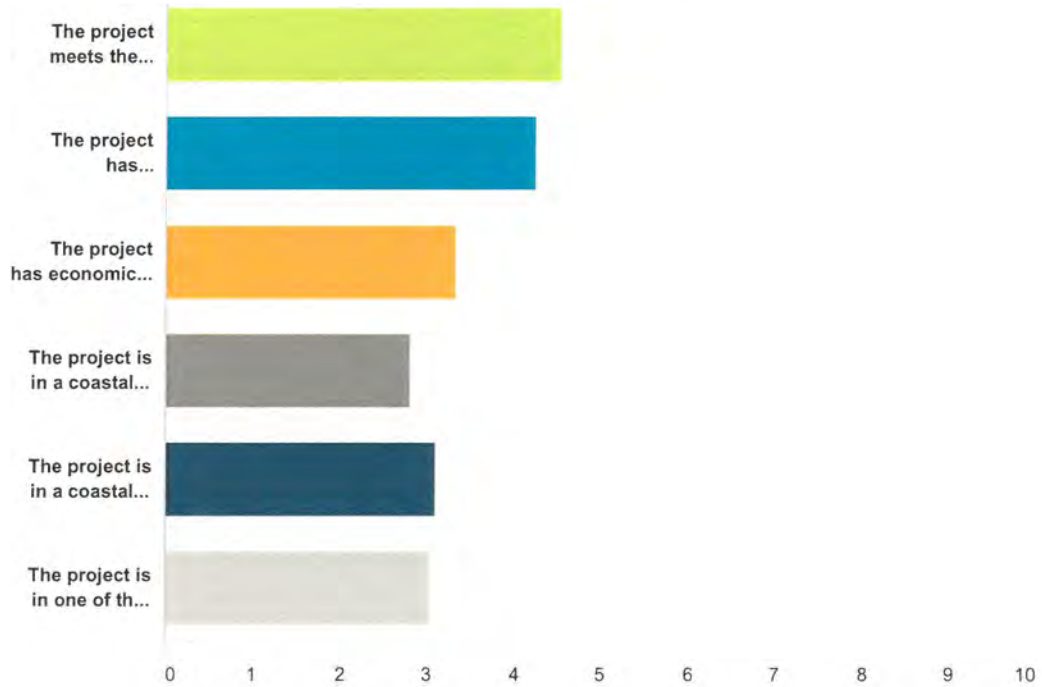
3	10	8/10/2015 5:37 PM
4	10	7/31/2015 11:19 AM
5	15	7/29/2015 11:23 AM
6	40	7/28/2015 9:28 AM
7	10	7/24/2015 12:27 PM
8	5	7/23/2015 2:24 PM
9	0	7/22/2015 10:33 AM
10	10	7/15/2015 9:44 AM
11	5	7/14/2015 12:12 PM
12	25	7/13/2015 3:40 PM
13	50	7/13/2015 2:36 PM
14	0	7/10/2015 4:19 PM
15	0	7/10/2015 11:33 AM
16	1	7/6/2015 6:09 PM
17	20	7/6/2015 1:23 PM
<b>#</b>	<b>Coastal County</b>	<b>Date</b>
1	20	8/19/2015 6:49 PM
2	5	8/13/2015 3:45 PM
3	10	8/10/2015 5:37 PM
4	10	7/31/2015 11:19 AM
5	15	7/29/2015 11:23 AM
6	40	7/24/2015 12:27 PM
7	5	7/23/2015 2:24 PM
8	0	7/22/2015 10:33 AM
9	100	7/17/2015 12:14 PM
10	10	7/15/2015 9:44 AM
11	5	7/14/2015 12:12 PM
12	25	7/13/2015 3:40 PM
13	25	7/13/2015 2:36 PM
14	0	7/10/2015 4:19 PM
15	0	7/10/2015 11:33 AM
16	25	7/6/2015 6:09 PM
17	20	7/6/2015 1:23 PM
<b>#</b>	<b>Disproportionately impacted 8 counties</b>	<b>Date</b>
1	15	8/19/2015 6:49 PM
2	80	8/13/2015 3:45 PM
3	40	8/10/2015 5:37 PM
4	40	7/31/2015 11:19 AM
5	10	7/29/2015 11:23 AM
6	0	7/24/2015 12:27 PM
7	75	7/24/2015 11:53 AM

## Florida Gulf Consortium Questionnaire

8	10	7/23/2015 2:24 PM
9	0	7/22/2015 10:33 AM
10	33	7/16/2015 12:08 PM
11	25	7/15/2015 9:44 AM
12	80	7/14/2015 1:28 PM
13	25	7/14/2015 12:12 PM
14	50	7/13/2015 3:40 PM
15	13	7/13/2015 9:41 AM
16	34	7/10/2015 4:19 PM
17	0	7/10/2015 11:33 AM
18	50	7/10/2015 8:43 AM
19	12	7/6/2015 6:09 PM
20	15	7/6/2015 1:23 PM
<b>#</b>	<b>The remaining 15 counties</b>	<b>Date</b>
1	10	8/19/2015 6:49 PM
2	0	8/13/2015 3:45 PM
3	20	8/10/2015 5:37 PM
4	10	7/31/2015 11:19 AM
5	10	7/29/2015 11:23 AM
6	25	7/28/2015 9:28 AM
7	0	7/24/2015 12:27 PM
8	25	7/24/2015 11:53 AM
9	10	7/23/2015 2:24 PM
10	0	7/22/2015 10:33 AM
11	67	7/16/2015 12:08 PM
12	15	7/15/2015 9:44 AM
13	20	7/14/2015 1:28 PM
14	5	7/14/2015 12:12 PM
15	25	7/13/2015 2:36 PM
16	12	7/13/2015 9:41 AM
17	66	7/10/2015 4:19 PM
18	0	7/10/2015 11:33 AM
19	50	7/10/2015 8:43 AM
20	12	7/6/2015 6:09 PM
21	5	7/6/2015 1:23 PM

### Q30 Please prioritize the criteria that should be considered when assessing a project:

Answered: 29 Skipped: 1



	1	2	3	4	5	6	Total	Score
The project meets the Council's goals and objectives	51.72% 15	10.34% 3	6.90% 2	10.34% 3	10.34% 3	10.34% 3	29	4.52
The project has environmental benefits	3.45% 1	55.17% 16	13.79% 4	17.24% 5	10.34% 3	0.00% 0	29	4.24
The project has economic benefits	13.79% 4	6.90% 2	24.14% 7	20.69% 6	20.69% 6	13.79% 4	29	3.31
The project is in a coastal watershed	0.00% 0	10.34% 3	24.14% 7	20.69% 6	24.14% 7	20.69% 6	29	2.79
The project is in a coastal county	10.34% 3	10.34% 3	17.24% 5	20.69% 6	24.14% 7	17.24% 5	29	3.10
The project is in one of the disproportionately impacted counties	20.69% 6	6.90% 2	13.79% 4	10.34% 3	10.34% 3	37.93% 11	29	3.03

Draft Report

# Gulf Consortium Goal Setting Workshop Summary Report



Prepared For:  
Gulf Consortium  
100 South Monroe Street  
Tallahassee, FL 32301

Prepared By:  
ESA  
4350 W. Cypress St.  
Suite 950  
Tampa, FL 33607



October 8, 2015



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### Appendices

Appendix A: Pre-Workshop Questionnaire and Compiled Results

Appendix B: Workshop Handout Materials

Appendix C: Monroe County August 24, 2015 Memorandum

Appendix D: Workshop Attendee List

Appendix E: Workshop Presentation Slides

## 1.0 Introduction

This report provides a comprehensive summary of the Gulf Consortium's goal setting workshop, which was held on August 26, 2015 at the St. Petersburg, Florida Bayside Hilton hotel. This report describes the workshop purpose, objectives, and preparatory steps; and provides a narrative summary of the workshop proceedings, conclusions, actions taken, and next steps. Associated informational materials, handouts and presentations from the workshop are provided herein as a series of appendices.

### 1.1 Workshop Purpose and Objectives

In its proposal to the Gulf Consortium the ESA Consultant Team strongly recommended the convening of a Consortium goal setting workshop early in the Florida State Expenditure Plan development process. Goals and objectives constitute the framework of all competent resource management plans, and the adoption of goals and objections are an important first step in the plan development process.

As part of its Initial Comprehensive Plan the Restoration Council has developed goals, objectives, and guiding principles to guide the selection of projects, programs and activities to be funded under the Council Funded Component (Pot #2) and Spill Impact Component (Pot #3) of the RESTORE Act. While the Florida State Expenditure Plan must be consistent with the Council's goals and objectives, there is considerable flexibility to accommodate Florida-specific priorities. Therefore, the compilation of Florida-specific goals and objectives that represent the consensus of the Gulf Consortium is an important first step as these goals and objectives will be used by the ESA Consultant Team as the framework for the development of the Florida State Expenditure Plan.

In developing Florida-specific goals and objectives it is also important that the Consortium openly discuss and debate two fundamental questions with regard to the distribution of Spill Impact Component funds: generally where should the money be spent, and on what should it be spent? Addressing these questions upfront will help set the stage for the development of both goals and objectives, as well as criteria for sorting, evaluating, ranking and conceptual design of eligible projects, programs and activities ultimately included in the Florida State Expenditure Plan.

Therefore, the three primary goals of the workshop included the following:

1. Discuss and adopt a set of Florida-specific goals and objectives for the Florida State Expenditure Plan.
2. Discuss and debate preferences and various alternatives for a predetermined geographic allocation of Florida State Expenditure Plan funding.
3. Discuss and debate preferences and various alternatives for a predetermined project type allocation of Florida State Expenditure Plan funding for environmental vs. economic projects.

## 1.2 Workshop Preparation

As reported at the June 2015 Gulf Consortium meeting, preparations for the August 26<sup>th</sup> workshop began well in advance of the session. The preparation process included the development of a questionnaire so that the Directors could provide individual input on the issues scheduled for discussion in the workshop. The preparation process also included individual telephone interviews with each Director, to review their responses to the questionnaire and to provide the ESA team with a sense of how to structure the agenda and the timeslots for various discussions. This information could then be used to prepare the workshop materials and to use the workshop time as efficiently as possible.

In collaboration with Florida Association of Counties staff, the ESA Consultant Team developed a questionnaire to gauge the preferences of Consortium Directors with regard to Florida-specific goals and objectives, geographic considerations, and economic vs. environmental considerations. The questionnaire was developed in the SurveyMonkey web-based survey system and distributed electronically to all Directors in late June 2015 with the request to return all responses by July 10, 2015. At the request of some Directors, hard copies of the questionnaire were also provided.

The questionnaire results provided information to the ESA team about each Director's opinions on the topics and provided an opportunity for the Directors to review their thoughts prior to the workshop date. The questionnaire results were compiled and were made available as a handout for the workshop. Some of the results were also presented during the workshop in a PowerPoint format to set up discussions on particular issues.

Following the distribution of the questionnaire, Tiffany Busby of the consultant team (Wildwood Consulting) conducted follow-up telephone interviews with each Director to address any questions or concerns they may have regarding the questionnaire, as well as discuss their thoughts and preferences regarding the questionnaire subject matter. The individual feedback from the Directors was extremely valuable to the agenda development process and for discussion preparations prior to the workshop.

By the end of July 2015, questionnaire responses had been received from all but one Director who was out of the country, and all follow-up telephone interviews were completed in early August 2015. By mid-August, 2015 the questionnaire responses had been compiled and analyzed. The questionnaire and the compiled results are provided in **Appendix A**.

In addition to the follow-up telephone interviews Doug Robison (ESA) and Ann Redmond (Brown and Caldwell) of the consultant team continued with their face to face meetings with Consortium Directors to discuss their thoughts and preferences regarding the overall development of the Florida State Expenditure Plan as well as the specific subject matters to be addressed at the goal setting workshop. Prior to workshop, all Directors had been contacted and face to face meetings and/or telephone interviews had been conducted with 24 of the 29 Consortium Directors.

Approximately one week prior to the workshop a set of informational handouts was distributed to the Consortium Directors. In addition, hard copy sets of the handouts were provided at the

workshop. The workshop handout materials are provided in **Appendix B**, and included the following:

- Workshop Agenda
- Workshop Productivity Rules
- Eligible Types of Projects, Programs and Activities Authorized by the RESTORE Act
- State Expenditure Plan Legal Requirements
- Council Adopted Goals & Objectives with Example Project Types
- Economic & Environmental Partitions
- Geographic Distribution.

The intent of this extensive preparation was to provide Consortium Directors and Governor Appointees with the applicable background information to support their workshop deliberations.

The afternoon of August 24, 2015, Monroe County Commissioner George Neugent sent via email a memorandum to Consortium Chairman Grover Robinson and Florida Association of Counties staff. This memorandum proposed a geographic allocation methodology for the Spill Impact Component funds. The proposed methodology was described as follows:

- First, apply the same 75-25% distribution ratio used for Florida's Direct Component/Pot 1, but reverse it for Pot 3, so that the non-disproportionately impacted counties (ND-15 counties) receive 75% and the disproportionately-impacted counties (D-8 counties) receive 25%.
- Second, apply the same weighted formulas used for each county in Florida's Direct Component/Pot 1.

The August 24, 2015 memorandum also provided a table showing the approximate funding splits by county using the above described approach of applying the Pot 1 formula after an initial allocation between the D-8 and ND-15 counties (the Even-Steven scenario excepted). The six scenarios included the following:

- 100-0% split (100% to the D-8, 0% to the ND-15)
- 75-25% split (75% to the D-8, 25% to the ND-15)
- Even-Steven (all counties receive equal amounts of the entire Pot 3 amount)
- 50-50% split (75% to the D-8, 25% to the ND-15)
- 25-75% split (25% to the D-8, 75% to the ND-15)
- 0-100% split (0% to the D-8, 100% to the ND-15).

In support of their proposal, Monroe County argued in this memorandum that the Consortium's State Expenditure Plan planning approach should be based on several key principles including the following excerpted from the August 24, 2015 memo:

- What happens in all of Florida's Gulf Coast counties has an impact on a healthy Gulf of Mexico. The non-disproportionately impacted counties have very vital impacts on the ecology and economy of the Gulf of Mexico. All of Florida's Gulf of Mexico coastal counties must be part of the solution for restoration and protection of the Gulf waters.

- All Gulf counties face the responsibility and obligation to be responsible stewards of the Gulf's waters. Many of us face significant federal and state mandates and regulations for restoring and protecting the quality of our nearshore waters in the interests of protecting the Gulf.
- The distributions and availability of funding in all Pots should be considered a factor in distributing Pot 3 funds.
- Funds should be distributed on a county basis to assure that all counties' contribution to recovery and protection of the Gulf waters is considered.
- Nothing should prevent counties from working together on a "joint" watershed-based project if they chose to do so.
- Pot 3 funds are a small part of the overall funding available for restoration; but considering this is the only Pot with flexibility in its distribution, it should be used to the greatest extent possible to balance the scales so that all Gulf counties can contribute to the overall recovery of the Gulf of Mexico.

The August 24, 2015 memorandum from Monroe County was subsequently electronically distributed to all Consortium Directors on the same day by Florida Association of Counties staff. In addition hard copies of this memorandum were provided at the workshop. The August 24, 2015 memorandum from Monroe County is provided in **Appendix C**.

## **2.0 Workshop Narrative Summary**

This section provides a narrative summary of the workshop proceedings. The workshop was well attended, and the attendee list is provided in **Appendix D**.

### **2.1 Introductions**

Chairman Robinson introduced Doug Robison, the ESA project manager. Mr. Robison commented on the importance of the workshop in developing the framework for the Florida State Expenditure Plan, and then introduced other members of the consultant team present, including:

- Ann Redmond – Brown & Caldwell
- Tiffany Busby – Wildwood Consulting
- Mike Langton – Langton Associates
- Lisa King – Langton Associates
- Scott Zengel – Research Planning, Inc.
- Kirk Rhinehart – Royal Engineers & Consultants.

### **2.2 Informational Presentations**

Mr. Robison initiated the informational portion of the workshop with a brief overview of the presentations to follow. Handout slides of all of the workshop presentations are provided in **Appendix E**.



## **BP Settlement & Leveraging**

Mr. Robison began the informational portion of the workshop with a presentation on the tentative BP settlement. He first cautioned that the BP settlement is tentative and an agreement in principle only, and would not be final until all parties executed a Consent Decree, which was expected by the end of 2015. Therefore, all dollar figures presented should be considered as preliminary estimates.

He then showed a tabular and graphical summary of the total BP settlement, noting that Natural Resource Damages (NRD) was the largest proportion of the settlement, followed by the Clean Water Act penalties and State economic claims. He then presented a tabular and graphic summary of the Clean Water Act penalty (RESTORE Act) distributions by State, noting that Louisiana received the most and that Florida, Alabama, and Mississippi received about the same. He then discussed a graphic of the total RESTORE Act distribution by funding pot, with State distributions for Pots 1, 3 and 5.

Mr. Robison then showed tabular and graphical summaries of NRD and economic settlements by State, noting that Louisiana will receive by far the greatest amount of NRD funds, while Florida will receive substantially more in economic settlement funds than the other four States. He stated that the State economic settlement will go to the Triumph Gulf, Inc., a non-profit corporation established within the Department of Economic Opportunity (DEO). Triumph Gulf will oversee 75 percent of all funds recovered by the Florida attorney general for economic damages (\$1.5B) within the Florida panhandle, with the remaining 25 percent of recovered funds controlled by the DEO and Florida legislature. Triumph Gulf must establish, hold, invest and administer a trust account and grant program for the economic recovery, diversification and enhancement of the eight disproportionately affected counties.

Mr. Robison then reviewed the total \$3.356B settlement for the State of Florida, noting that the \$2B dedicated to economic damages was by far the largest portion in the Florida settlement. He stated that the Spill Impact Component is estimated to be \$286M, paid out in equal increments over 15 years. He added that the Spill Impact Component is the portion that is most flexible in how it can be used, and that it is up to the Consortium to determine the most appropriate use of the funds, while still being consistent with the adopted goals and objectives of the Council. Mr. Robison closed his presentation by providing a comparison of how the available funds could yield greater statewide benefits if bundled into larger projects focused on regional solutions rather than numerous smaller County projects.

Mr. Langton then spoke briefly about the importance and benefits of leveraging the available Spill Impact Component funds. He stated that federal grant programs often require a match or leverage, or give additional points to projects that leverage the grantor agencies funds. He added that leveraging encourages coordination and discourages duplication, and that the Consortium has the opportunity to use leverage to get a return of \$1B on its investment of \$286M from the settlement. He listed potential sources of matching funds including:

- Applicant's own cash
- Other Restore Act sources (Pots 1 and 2)
- Triumph Gulf, Inc. = economic projects
- NFWF = environmental projects

- NRD = environmental and economic projects
- FDEP 319 grants = stormwater
- Amendment 1 = land acquisition
- Water Management District cooperative funding = water & environmental projects
- Federal grant programs/initiatives
- Foundation and corporate grant programs.

Following this presentation a brief discussion ensued among the Consortium Directors regarding the Triumph Gulf fund. Some Directors noted that if 25 percent of the economic settlement funds will go into the General Revenue, it is not clear how or if the non-disproportionately affected counties will benefit in any way.

### **Summary of Other Ongoing Gulf Restoration Projects and Planning Activities in Florida**

This presentation was delivered by Phil Coram of the Florida Department of Environmental Protection (FDEP) and Kelly Samek of the Florida Fish & Wildlife Conservation Commission (FWC). Slides from their presentations are provided in **Appendix E**.

Mr. Coram began his presentation with a summary of the status of the ongoing Natural Resource Damage (NRD) program related to the Deepwater Horizon oil spill. Projects funded by NRD monies must be directly related to offsetting environmental and economic damage by the spill. He stated that the program was broken down into phases, and that projects and expenditures per phase in Florida are as follows:

- Phase I - 2 projects totaling \$5.7M
- Phase II - 2 projects totaling \$6.3M
- Phase III - 28 projects totaling \$88M.

He then discussed the ongoing implementation of the National Fish and Wildlife Foundation (NFWF) grant program within Florida. He noted that this program was funded by criminal penalties from oil spill responsible parties, and the focus of the program is fish and wildlife habitat and species recovery. The program is in its third annual funding cycle, and Florida expenditures to date include:

- 2013 Funding Cycle - 6 projects totaling \$15.7 million
- 2014 Funding Cycle - 9 projects totaling \$34.3 million
- 2015 Funding Cycle - Florida GEBF Restoration Strategy and select projects.

Mr. Coram then discussed the MOEX settlement. Moex Offshore, a lesser known responsible party for the oil spill, agreed to \$90M partial settlement of liability, and funds in Florida have been dedicated to the following projects:

- \$5 million to acquire Panhandle parcels: Escribano Point and Seven Runs Creek
- \$5 million on 6 Panhandle stormwater retrofit projects.

He then discussed the Council Selected Component of the RESTORE Act (Pot 2), and stated that the Council had recently published their draft 2015 funded priority list, and that Florida was estimated to receive approximately is \$37.5M in project funding, broken down as follows:

- Florida Sponsored - \$18.5M

- Other Council Member Sponsored in Florida - \$12M
- Gulf-wide projects with estimated Florida Benefits - \$7M.

The Florida-sponsored Pot 2 projects were developed and submitted by the FDEP in collaboration with a number of Gulf coast stakeholders. The \$18.5M will be distributed among environmental restoration projects in five major watersheds as follows:

- Pensacola Bay – 5 projects
- Apalachicola Bay – 6 projects
- Suwannee River – 3 projects
- Tampa Bay – 5 projects
- Northwest Florida Estuaries – 4 projects

Mr. Coram then discussed the detailed funding distribution among the various projects in the major watersheds, and noted that the Council is currently requesting comments on the draft funded priority list. The final published funded priority list is expected by the end of 2015, with funds to be distributed for project execution in 2016.

Ms. Samek then presented a summary of the NFWF Gulf Environmental Benefit Fund project referred to as the Restoration Strategy project. She stated that the project includes a submerged habitat assessment for the Florida panhandle, and SWIM plan updates for Suwannee River Water Management District and Northwest Florida Water Management District. The Restoration Strategy project is based on the three NFWF funding priorities:

- Restore and maintain the ecological functions of landscape-scale coastal habitats
- Restore and maintain the ecological integrity of priority coastal bays and estuaries
- Replenish and protect living resources.

The Restoration Strategy project is funded by a \$4M grant from NFWF and is just getting started. Current activities include:

- An evaluating existing natural resource plans
- Categorization of projects in FDEP project portal
- Coordination with WMD and FWRI teams
- Development of an RFP for planning consultant.

Ms. Samek concluded that the project would ongoing in 2016 and likely completed in mid-2017. The project will deliver a plan and a priority list of projects that address NFWF goals, predominantly in the Panhandle and Big Bend area. Projects ultimately included in the Restoration Strategy Plan will be subsequently implemented through grant funding requests submitted to NFWF and other funding sources.

In summary, funds have already been expended in Florida for environmental restoration activities (NRD early restoration and phase I activities; MOEX settlement funds); and planning for the expenditure of substantial additional funding for environmental restoration is ongoing within FDEP and FWC (Pot 2 and GEBF funding sources).



## Review of State Expenditure Plan Requirements and Allowable Uses of Pot 3 Funds

This presentation was delivered by Doug Robison and Ann Redmond of the ESA Consultant Team. Slides from their presentations are provided in **Appendix E**.

Mr. Robison began the presentation with a discussion of the various activities and project types eligible for funding under the Spill Impact Component of the RESTORE Act. He then discussed the five legal requirements of State Expenditure Plans:

1. Meets one or more of the eligible activities under the RESTORE Act
2. Contributes to the overall economic and ecological recovery of the Gulf Coast
3. Is compatible with other State Expenditure Plans with regard to issues that cross Gulf Coast State boundaries
4. Takes into consideration the Comprehensive Plan and is consistent with the goals and objectives of the Comprehensive Plan
5. Does not use more than 25% of funds for infrastructure unless the infrastructure limitation exception is met.

Mr. Robison then discussed potential interpretations of “consistency” with regard to Council goal and objectives, as well as potential conflicts with the infrastructure limitation. He noted that in his conversations with Consortium Directors, many have cited water quality restoration and related infrastructure improvement to be key priorities, and the 25 percent limitation on infrastructure may be an impediment in the development of the Florida State Expenditure Plan if water quality projects are a primary focus. However, he concluded that it will likely be possible to meet the infrastructure limitation exception articulated in Council rules.

Ms. Redmond then discussed the FDEP project portal. She stated that the portal had been created in 2013 and was open to all Florida stakeholders to submit project concepts. An online project description form is required, and to date over 1,400 projects totaling over \$18B in project cost have been submitted through the portal. She stated that FDEP had performed a preliminary classification of projects and that the total breakdown was as follows:

- Land Acquisition = 158 (11%)
- Water quality/quantity = 456 (32%)
- Habitat restoration = 281 (20%)
- Living resources = 153 (11%)
- Recreational = 147 (10%)
- Community resilience = 116 (9%).

Ms. Redmond noted that the portal represents an excellent sample of what types of projects the stakeholders of Florida want RESTORE Act funds to be used for. Consistent with Mr. Robison’s anecdotal observation that many of the Consortium Directors have expressed a preference for water quality related projects, Ms. Redmond noted that there a strong preference for water quality projects in the portal, totaling about 32 percent of the total project submitted for consideration.

Ms. Redmond stated that many projects have been identified and defined through existing coastal planning and resource management programs including National Estuary Program CCMPs,

Water Management District SWIM Plans, and the NRDA program. However, she concluded by stating that additional work is needed to identify and define projects in counties not covered by existing coastal management programs.

### **2.3 Workshop Deliberations**

Tiffany Busby of the ESA Consultant Team began the deliberative portion of the workshop with a presentation addressing the workshop goals, productivity rules, and the results of the questionnaire. Slides from her presentation are provided in **Appendix E**.

Ms. Busby began with an overview of the goals and objectives of the workshop which included:

- Develop draft goals and objectives for the Florida State Expenditure Plan
- Define an approach for the geographic distribution of project funds
- Define an approach for distribution of project funds between economic and environmental projects.

She then reviewed the general productivity rules of order for the workshop, and discussed the measures of consensus that will be used throughout the day. She stated that the preferred measure of consensus on straw votes would be the absence of disagreement on a particular motion, which is a stronger measure than the absence of strong disagreement. Finally, she noted that at future meetings the Consortium would discuss other subjects of interest including: the committee appointment process; regional boundaries for the public input meetings; key decision points; and, project review and selection criteria.

#### **Summary of Questionnaire Results**

Ms. Busby then presented a summary of the workshop questionnaire results broken down by: goals and objectives, geographic considerations, and economic vs. environmental considerations. She pointed out that the questionnaire had been prepared distributed before the BP settlement was announced, but that the majority of the responses were received after the settlement announcement. Therefore, the results may have been skewed in unknown ways by settlement announcement and its perceived ramifications to the State Expenditure Plan process.

With regard to goals, the results of the questionnaire indicated that there was strong agreement that the five adopted Council goals are applicable and appropriate for the Florida State Expenditure Plan. The five goals were ranked in order of decreasing priority as follows:

1. Restore Water Quality
2. Restore and Revitalize the Gulf Economy
3. Replenish and Protect Living Coastal and Marine Resources
4. Restore and Conserve Habitat
5. Enhance Community Resilience.

With regard to objectives, the results of the questionnaire indicated that there was strong agreement that the seven adopted Council objectives are applicable and appropriate for the Florida State Expenditure Plan; however, about 10 percent of the respondents disagreed or

strongly disagreed with the applicability of all seven objectives. The seven objectives were ranked in order of decreasing priority as follows:

1. Restore, Improve and Protect Water Resources
2. Restore, Enhance and Protect Habitats
3. Protect and Restore Living Coastal and Marine Resources
4. Restore and Enhance Natural Processes and Shorelines
5. Promote Community Resilience
6. Promote Natural Resource Stewardship and Environmental Education
7. Improve Science-Based Decision Making Processes.

In the questionnaire responses there was unanimous support for objectives 1-4 as listed above; however, some respondents felt that objectives 5-7 are not applicable to the Florida State Expenditure Plan. There was some confusion with regard to the meaning of the term “community resilience,” and some respondents felt that objectives 6-7 are more the responsibility of the Council.

With regard to geographic considerations, there was strong agreement that a predetermined geographic distribution should be considered during restoration activity prioritization; however, about 10 percent of the respondents disagreed or strongly disagreed with a predetermined geographic distribution of restoration activities. The respondents were more or less evenly split on the question of whether the Florida State Expenditure Plan should follow the Pot 1 distribution approach of allocating 75 percent of the monies to the D-8 counties, and 25 percent of the monies to the ND-15 counties. When asked what they think would be the “fairest” approach to geographic distribution, the respondents voted as follows:

- 75/25 approach = 48.28%
- Evenly split among the 23 Gulf coast counties = 20.69%
- Evenly-split across the 18 Gulf coast watersheds = 10.34%
- Other approach = 10.34%
- No geographic consideration = 10.34%

With regard to economic vs. environmental considerations the results of the questionnaire indicated that there was not a strong preference for either activity having a predetermined priority in the Florida State Expenditure Plan, and that both were important. However, when asked another way environmental restoration was ranked higher than economic restoration, and that projects should be ranked on the merits with regard to both economic and environmental benefits.

In consideration of the responses to all of the questions, Ms. Busby summarized the general findings and conclusions of the questionnaire as follows:

- There is strong support for adopting the Council’s goals and objectives; however, consideration should be given to adding an objective specifically addressing economic restoration.
- There is strong support for a predetermined geographic distribution of project funding, with a County-based approach being preferred to a regional or watershed-based approach.

- There is not strong support for a predetermined distribution of funding for economic vs. environmental projects; and projects of both types should be included in the Florida State Expenditure Plan, based on their relative merits.

### **Florida-Specific Goals and Objectives**

Ms. Busby then led a discussion of the Council’s goals, and proposed for discussion the adoption of Council goals 1-2 as primary goals, and the consideration of Council goal 5 as a secondary goal for the Florida State Expenditure Plan. The rationale for the proposal was that the questionnaire results indicated lesser support for the Council’s community resilience goal. The proposed goals were presented as follows:

#### Primary Goals

- Restore and Conserve Habitat – Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats
- Restore Water Quality – Restore and protect water quality of the Gulf Coast region’s fresh, estuarine, and marine waters
- Replenish and Protect Living Coastal and Marine Resources – Restore and protect healthy, diverse, and sustainable living coastal and marine resources
- Restore and Revitalize the Gulf Economy – Enhance the sustainability and resiliency of the Gulf economy.

#### Secondary Goal

- Enhance Community Resilience – Build upon and sustain communities with capacity to adapt to short- and long-term changes, including economic resilience.

A brief discussion ensued with many Directors commenting that the Council goals seemed reasonable as written. There was general agreement that the Council’s goals could be used as written, without dividing the goals into primary and secondary goals or further edits. The Council’s goals are worded as follows:

- Restore and Conserve Habitat – Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats.
- Restore Water Quality – Restore and protect water quality of the Gulf Coast region’s fresh, estuarine, and marine waters.
- Replenish and Protect Living Coastal and Marine Resources – Restore and protect healthy, diverse, and sustainable living coastal and marine resources.
- Restore and Revitalize the Gulf Economy – Enhance the sustainability and resiliency of the Gulf economy.
- Enhance Community Resilience – Build upon and sustain communities with capacity to adapt to short- and long-term changes.

Ms. Busby asked the Directors to indicate their level agreement or disagreement on the proposed adoption of the Council goals as written, and there was unanimous agreement to do so.



Ms. Busby then led a discussion of the Council's objectives, and proposed for discussion the adoption of Council objectives 1-4 as primary objectives, and the consideration of Council objectives 5-7 as secondary objectives for the Florida State Expenditure Plan. The rationale for the proposal was that the questionnaire results indicated lesser support for Council objectives 5-7. Furthermore, she proposed the addition of an objective addressing economic revitalization, noting that the Council objectives did not specifically provide for this. The proposed objectives were presented as follows:

#### Primary Objectives

- Restore, Enhance, and Protect Habitats
- Restore, Improve, and Protect Water Resources
- Protect and Restore Living Coastal and Marine Resources
- Restore and Enhance Natural Processes and Shorelines.

#### Secondary Objectives

- Promote Community Resilience, Including Economic Resilience
- Promote Natural Resource Stewardship and Environmental Education
- Improve Science-Based Decision-Making Processes.

#### Additional New Objective

- Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

Discussion then ensued among the Directors. Some Directors noted the discontinuity that the Council's goals address economic recovery but that their objectives do not. Others noted that there are strong economic benefits associated with environmental restoration, and the additional economic objective was not needed or that the addition of an economic objective put too much focus on economic development and not enough on the environment.

Ms. Busby asked the Directors to indicate their level agreement or disagreement on the proposed adoption of the proposed objectives through a number of iterative straw votes, but there was clear frustration with the predefined consensus process. Several Directors noted that the requirement of unanimous agreement or neutrality as a measure of consensus was too stringent and cumbersome, and that nothing would be accomplished in the workshop if this approach was adhered to for the remainder of the day. In response to these concerns, the consultant team changed the consensus measuring process for the remainder of the workshop to simple majority straw votes of agreement on proposed decision points.

At this point the Directors expressed a strong desire to move on to the discussion of geographic considerations. Ms. Busby asked for a straw vote of approval to accept the seven Council objectives plus the addition of the eighth objective specifically addressing economics, and the vote indicated a strong majority agreement to do so, with only two dissenting votes.

## **Geographic Considerations**

Ms. Busby initiated the discussion of geographic considerations and asked the Directors if there was support for taking the “no geography” option off the table. There was concern that it was premature to take any option off the table at the outset of the discussion. Ms. Busby then asked the Directors to express their thoughts and opinions regarding a predetermined geographic distribution of project funds, and a vigorous discussion ensued. Ms. Busby fielded the Director’s comments.

The discussion began with a review of the August 24, 2015 Monroe County memorandum (**Appendix C**) that proposed a county-specific allocation methodology. This approach was debated with respect to the overall funding that the D-8 counties may receive from the various funding sources compared to the funding that the ND-15 counties may receive.

There was also discussion about how to promote a regional or watershed-based distribution of projects that allows for collaboration among counties; and to structure the geographic distribution of funds to address regional and state priorities, not just local issues. There were some concerns that the damage from the oil spill in the D-8 counties should be addressed before other projects are funded in areas that were not directly affected by oiling.

There was general agreement that all 23 counties should be able to participate meaningfully in Gulf restoration; however, several were concerns about how to accomplish an acceptable geographic distribution of funding while also addressing regional issues. There was discussion about whether a watershed-based funding distribution would accomplish both geographic distribution and regional priorities. There were concerns about how those areas that are not in a coastal watershed would be considered under such an approach. There were also concerns that some counties have not identified regional projects as their priority as well as concerns that dividing all the funding into 23 parts would not accomplish Gulf restoration. Some Directors expressed concern that small counties would be at a disadvantage with a regional approach and a preferred method would be to distribute the funds by county and then each county could decide how to collaborate regionally.

There was discussion about the settlement amount and that dividing the funding by 23 counties could diminish the potential benefits of the projects, compared to larger projects that could be funded with a regional approach. There was a proposal that 33 percent could be set aside for regional projects, 33 percent is allocated to the D-8 counties, and 33 percent is allocated to the ND-15 counties. There were various concerns expressed that the Governor would not support a Pot 1 approach with a 23 county funding allocation.

There was discussion about the possible value of a small subcommittee to work with the consultant to come up with criteria for regional projects, but this suggestion was not generally supported. There was also a suggestion to delay a decision on geographic distribution until regional maps could be prepared and then regional approaches could be further discussed, but there was strong support for finishing the discussion and determining a general geographic approach at the workshop.

There was discussion about the options that should be put to a straw vote. There was interest in voting on a 50/50 split between the D-8 and D-15 counties, and interest in the 33/33/33 split where 33 percent would be for regional projects, 33 percent for the D-8 counties, and 33 percent for the D-15 counties. Mr. Robison requested clarification on the status of the 75-25 split initially proposed by Monroe County, and the response was that that specific proposal had been withdrawn.

Mr. Robison noted that there seemed to be consensus that where appropriate, counties should collaborate and partner so that their projects provide regional benefits. He added that a way to incentivize this is the development of project evaluation criteria that give more weight to projects that provided regional benefits that cross county boundaries. Mr. Langton added that there will be a single grant process for projects in the Florida State Expenditure Plan, and that the 50/50 split would essentially define a cutline for projects in the D-8 and ND-15 counties, respectively.

There was discussion that the 50/50 approach is not as robust in terms of regional benefits as the 33/33/33 approach. There were comments that the counties should be able to develop projects that provide significant regional benefits.

Chairman Robinson then called for straw votes on the 33/33/33 and the 50/50 approaches. The 33/33/33 approach received four votes of support, while the 50/50 approach received 19 votes of support. Chairman Robinson concluded that there was a consensus of support for a predetermined 50/50 geographic distribution of project funding for the Florida State Expenditure Plan. No additional motions or clarifications were made regarding any county-specific funding splits beyond the 50/50 allocation.

### **Economic vs. Environmental Considerations**

Ms. Busby initiated the discussion on economic vs. environmental considerations with the question of whether or not we should establish predetermined funding allocations for economic and/or environmental restoration projects. She stated that the results of questionnaire and follow-up interviews indicate that a predetermined allocation of project types is not desirable for most Directors. Arguments for partitioning some funding for certain kinds of projects are that it would ensure that some projects of each type are funded, and there was some concern that economic projects will not receive the emphasis they deserve. Arguments against are that projects with the greatest benefits—whether economic, environmental, or both—should be the ones selected and therefore a partition is unnecessary. Many Directors commented that they were concerned that if funds were partitioned, that the best projects with multiple benefits would not be selected. A few Directors suggested that some funds should be set aside for future projects or impacts, scientific research, or both.

Ms. Busby then opened the floor for discussion. There were some comments that in light of the economic damages that Florida is proposed to receive, it would be appropriate to place an emphasis on environmental projects in the Florida State Expenditure Plan. There were concerns with these comments, as some Directors noted that it is unknown what the State will do with the economic damage monies at this time.



There was general discussion about concerns with using more predetermined percentages. There were also comments that projects should be chosen on their merits. There were comments that projects that generate both economic and environmental benefits should be ranked higher than projects that generate only economic or environmental benefits.

Several Directors commented that the Florida economy is closely linked to environmental quality and that most projects will generate both types of benefits. However, it was also noted that some projects that don't yield environmental benefits should not necessarily be excluded, as the RESTORE Act allows for purely economic projects. There were general comments that the counties were impacted differently and that projects should address those local impacts.

Chairman Robinson then called for a straw vote which indicated that there was unanimous support for not establishing a predetermined allocation for economic vs. environmental projects in the Florida State Expenditure Plan.

### **3.0 Conclusions and Summary of Actions Taken**

The goal setting workshop was a success in that key decisions were made by the Consortium that will serve as the basis for the framework of the Florida State Expenditure Plan. Key decisions were made with regard to: goals and objectives; predetermined geographic allocation of project funds; and predetermined economic vs. environmental project type allocations. These decisions are summarized in the subsections below.

With regard to process, the initial consensus-based approach implemented at the workshop proved to be too stringent and cumbersome to be effective. This approach defined consensus as unanimous agreement or neutrality, or the lack of any disagreement. During the workshop this measure of consensus was changed to a simple majority straw vote of agreement on proposed motions in order to make progress on the decisions at hand. It is clear that there is a great diversity of opinions amongst the Consortium Directors, and that for future workshops a better measure of consensus may be simple majority straw votes on proposed decision points.

#### **3.1 Goals and Objectives**

There was broad-based support from the Gulf Consortium for adopting the Council's goals and objectives verbatim. The Consortium agreed that all of the Council's goals and objectives were applicable to Florida and appropriate for the Florida State Expenditure. In addition, the Consortium agreed to the addition of an eighth objective addressing economic revitalization, filling an apparent gap not addressed by the Council. Through a straw vote there was a strong consensus for adopting the following goals and objectives for the Florida State Expenditure Plan:

##### Goals

1. Restore and Conserve Habitat
2. Restore Water Quality
3. Replenish and Protect Living Coastal and Marine Resources
4. Restore and Revitalize the Gulf Economy
5. Enhance Community Resilience

## Objectives

1. Restore, Enhance, and Protect Habitat
2. Restore, Improve, and Protect Water Resources
3. Protect and Restore Living Coastal and Marine Resources
4. Restore and Enhance Natural Processes and Shorelines
5. Promote Community Resilience, Including Economic Resilience
6. Promote Natural Resource Stewardship and Environmental Education
7. Improve Science-Based Decision-Making Processes
8. Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

## **3.2 Geographic Considerations**

It is clear that the geographic allocation of Spill Impact Component funds was the subject of greatest interest to the Consortium, and the majority of the deliberative portion of the workshop was dedicated to debating this subject. It is also clear that a county-based funding allocation is preferable to a majority of Directors than is a watershed-based or a regionally-based allocation approach. Pursuant to two straw votes taken by the Directors the following positions were taken by the Directors:

- There was not a consensus of support for the proposed 33/33/33 approach which would have allocated one-third of Pot 3 funds to the D-8 counties, one-third to the ND-15 counties, and one-third to “regional” projects to be defined later.
- There was a consensus of support for the proposed 50/50 approach which allocates half of the Pot 3 funds to the D-8 counties, and half to the ND-15 counties.

It should be noted that the latter vote did not specifically address county-specific allocations after the 50/50 split between the D-8 and ND-15 counties. However, there was a consensus expressed by County Directors that each county should have the opportunity to participate meaningfully in Gulf restoration, and in order to do so each county must have some sort of a funding allocation that they can determine the appropriate uses for. Furthermore, as discussed in Section 1.2 above, the August 24, 2015 memorandum provided by Monroe County included a table showing approximate funding splits by county using the Pot 1 formula after an initial allocation between the D-8 and ND-15 counties for six scenarios, including a 50/50 split. While the Directors had this information during the straw votes taken on geographic distribution, no additional proposals were made with regard county-specific allocations after the 50/50 split between the D-8 and the ND-15 counties.

It should also be noted that the Governor Appointees expressed concern regarding the appropriateness of county-specific funding allocations serving as the basis for the Florida State Expenditure Plan. The Governor Appointees emphasized that the intent of Florida State Expenditure Plan is to address statewide and/or regional priorities, and that the Spill Impact Component (Pot 3) was not intended to be simply an extension of the Direct Component (Pot 1). Several County Directors also supported this position.

The ESA team suggests that if the Consortium does ultimately vote to adopt a county-specific funding allocation, it will be incumbent upon the Consortium to develop a county-based Florida State Expenditure Plan that allows for local control while also addressing statewide and/or regional needs and priorities sufficient to garner the Governor's approval.

### **3.3 Economic vs. Environmental Considerations**

There was broad-based support among Directors for not specifying a predetermined funding allocation for environmental versus economic projects, and for selecting projects on their merits alone. Furthermore, there was a consensus expressed that the Florida economy is intimately linked to environmental quality, and that most environmental projects will also generate either direct (job growth) or indirect (increased tourism) economic benefits. Finally, several Directors stated that economic revitalization and development projects that have no quantifiable environmental benefits should not be excluded from the Florida State Expenditure Plan because the RESTORE Act allows for such projects, and because stronger economies also contribute to improved environmental protection and management.

## **4.0 Next Steps**

While the goal setting workshop was a success in that key decisions were made by the Consortium that will serve as the basis for the framework of the Florida State Expenditure Plan, it should be noted that all deliberations and straw votes conducted at the workshop were entirely non-binding. Therefore, it is recommended that the Consortium confirm these conclusions prior to taking binding actions on them.

The next steps for the Consortium will be to formally adopt decisions made at the workshop through a binding vote, or series of votes, addressing: goals and objectives; predetermined geographic allocation of project funds; and predetermined economic vs. environmental project type allocations.

The Consortium Executive Committee is scheduled to discuss this deliverable report and next steps on October 15, 2015. Following the Executive Committee discussion, it is anticipated that the Consortium will further deliberate and take action on these decisions during their November 18, 2015 meeting, and/or subsequent meetings. In support of these anticipated deliberations a series of agenda items will be prepared for the Consortium to act on at their scheduled November 18, 2015 meeting.

# APPENDICES

Appendix A: Pre-Workshop Questionnaire and Compiled Results

Appendix B: Workshop Handout Materials

Appendix C: Monroe County August 24, 2015 Memorandum

Appendix D: Workshop Attendee List

Appendix E: Workshop Presentation Slides

**Gulf Consortium Executive Committee  
October 15, 2015**

**Agenda Item X.X  
Summary of August 26, 2015 Goal Setting Workshop**

**Overview**

The Gulf Consortium convened its Goal Setting Workshop on August 26, 2015 at 10:00 a.m., in St. Petersburg, immediately following its regular business meeting. The three primary goals of the workshop included the following:

1. Discuss and adopt goals and objectives for the Florida State Expenditure Plan (FSEP).
2. Discuss and debate a preference, and various alternatives, for a predetermined geographic allocation of FSEP project funding.
3. Discuss and debate a preference, and various alternatives, for a predetermined allocation of FSEP project funding for environmental vs. economic projects.

It should be noted that the measures of consensus expressed, and straw votes taken, during the workshop were non-binding. Formal adoption of consensus agreements reached at the workshop is expected to be deliberated and acted upon at the Consortium's November 18, 2015 meeting.

**Goals & Objectives**

There was broad-based support from the Gulf Consortium for adopting the goals of the Restoration Council's Comprehensive Plan as part of the FSEP. Furthermore, there was broad-based support for adopting the objectives of the Restoration Council's Comprehensive Plan as part of the FSEP, with the addition of a new eighth objective for the FSEP specifically addressing economic recovery. Through a straw vote there was strong consensus expressed for adopting the following goals and objectives for the FSEP:

Goals:

1. Restore and Conserve Habitat – Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats.
2. Restore Water Quality – Restore and protect water quality of the Gulf Coast region's fresh, estuarine, and marine waters.



3. Replenish and Protect Living Coastal and Marine Resources – Restore and protect healthy, diverse, and sustainable living coastal and marine resources.
4. Restore and Revitalize the Gulf Economy – Enhance the sustainability and resiliency of the Gulf economy.
5. Enhance Community Resilience – Build upon and sustain communities with capacity to adapt to short- and long-term changes.

Objectives:

1. Restore, Enhance, and Protect Habitat.
2. Restore, Improve, and Protect Water Resources.
3. Protect and Restore Living Coastal and Marine Resources.
4. Restore and Enhance Natural Processes and Shorelines.
5. Promote Community Resilience, Including Economic Resilience.
6. Promote Natural Resource Stewardship and Environmental Education.
7. Improve Science-Based Decision-Making Processes.
8. Restore, Diversify, and Revitalize the Gulf Economy.

### **Geographic Allocation**

The greatest amount of time at the workshop was devoted to a discussion of a predetermined geographic allocation of Spill Impact Component funds. Two days prior to the workshop Monroe County distributed memorandum outlining a proposed 25/75 split of the funds, with 25 percent of the funds going to the 8 Disproportionately Affected Counties (D8), and 75 percent of the funds going to the 15 Non-Disproportionately Affected Counties (ND15), to balance other funds that will predominantly go to the D8. After much discussion, there was broad-based support for a 50:50 geographic allocation of Spill Impact Component funds among the D8 (50%) and the ND15 (50%), as affirmed through a straw vote.

The initial proposal from Monroe County included additional county-specific funding splits after the D8/ND15 division of funds, with the Direct Component formula being the proposed method for determining county-specific allocations. However, during the deliberations leading up to the straw vote on the D8/ND15 division of funds, county-specific allocations were not discussed. Nonetheless, there was broad-based support from County representatives for each county having the opportunity to participate in the Gulf restoration through the use determination and direction of funds specifically allocated to them.

A dissenting opinion was expressed by Governor Appointee representatives, who noted that the Restoration Council will be looking for an FSEP that includes projects that focus on larger regional benefits, rather than county-specific projects. These representatives stressed that the Florida State Expenditure Plan was not to be an extension of the Direct Component, but rather should address statewide and regional needs. However, some County representatives were not entirely supportive of regional approaches that would involve multiple counties. This was particularly the case for some small counties who felt they would be pushed aside by larger counties with more resources, staffing, and consultant support.

### **Environmental vs. Economic Allocation**

There was broad-based support for not specifying a predetermined funding allocation for environmental versus economic projects. Furthermore, there was a consensus expressed that the Florida economy is intimately linked to environmental quality. It was stated that most environmental projects have some economic benefit, both direct (jobs) and indirect (improved water quality or fishing, benefiting tourism), and vice versa where applicable; and that the economic benefits of environmental projects needs to be quantified during the project evaluation process.



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## INTERLOCAL AGREEMENT

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

### WITNESSETH:

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

### ARTICLE I

#### DEFINITIONS AND CONSTRUCTION

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

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

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

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

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

**"Board"** means the governing board of the Consortium.

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

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

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

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

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

**"Effective Date"** shall mean June 19, 2015.

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

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

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

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

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

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

"**State**" means the State of Florida.

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

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

#### **SECTION 1.02. CONSTRUCTION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## ARTICLE II

### REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE III

### TERMS OF AGREEMENT

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

(A) Payment Account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Internal Financial Controls.

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

- i. The Clerk hereby designates Jordan Steffens to manage financial records/recording financial transactions/drawdowns and be responsible for monthly reporting to the Consortium.
- ii. The Clerk hereby designates Aquila Franklin to enter financial transactions/drawdowns.
- iii. The Clerk hereby designates Kim Ferrell to approve financial transactions/drawdowns.
- iv. The Clerk hereby designates Andre Moore to issue disbursement checks to sub-recipients for payment.

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



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

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

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

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

(C) Reporting.

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

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

(D) Recordkeeping.

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

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

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

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

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

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

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

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

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

### **SECTION 3.03 ACKNOWLEDGMENTS.**

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

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

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

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

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

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

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

#### **SECTION 3.04. COMPENSATION.**

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

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

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

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

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

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

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## ARTICLE IV

### GENERAL PROVISIONS

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

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

**SECTION 4.03. PROFESSIONAL FEES; COSTS.**

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



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

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

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

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

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

**SECTION 4.05. FAILURE OF PERFORMANCE.**

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

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

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

**SECTION 4.06. DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

**SECTION 4.10. NOTICES.**

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

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

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

with a separate copy sent to:

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

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

with a separate copy sent to:

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

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

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

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

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

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

**SECTION 4.15. APPLICABLE LAW AND VENUE.**

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

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

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

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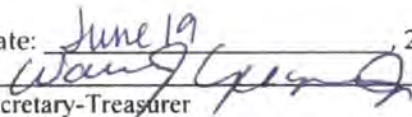


IN WITNESS WHEREOF, the Consortium and the Clerk have caused this Interlocal Agreement to be duly executed.

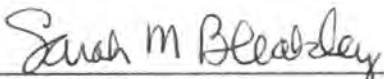
**GULF CONSORTIUM**

ATTEST:

By:   
Chairman Board of Directors

Date: June 19, 2015  
  
Secretary-Treasurer  
Board of Directors

APPROVED AS TO FORM:


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

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

LEON COUNTY CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

(SEAL)



By:   
Bob Inzer

Date: 7/1/2013, 2015



# The Gulf Coast Ecosystem Restoration Council ORGANIZATIONAL SELF ASSESSMENT

Please see instructions for completing the form and note that the Council may request copies of actual documents as part of the review process.

Organization Identifying Information	
Legal Name of the Organization	Gulf Consortium
Other Organizational Names or Acronyms Used	GC, Consortium
Dun & Bradstreet Data Universal Numbering System (DUNS) Number	079937065
Contact Information	
Name of Person Completing the Assessment	Lisa King
Title	Senior Vice President, Langton Associates
Email	lisaking@langtonconsulting.com
Telephone	(904) 598-1368
Address	4830 Atlantic Blvd, Jacksonville, FL 32207
Date Completed (mm/dd/yyyy)	09/10/2015

## The Gulf Coast Ecosystem Restoration Council ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
<b>Financial Management</b>			
1 (a). Does the organization have an accounting and financial management system?	Y	Y	Attach a narrative description of the system: Please refer to document "Gulf Consortium Admin and Financial Tasks"
1. (b) Does your accounting and financial management system follow Generally Accepted Accounting Principles?	Y		
1. (c) Does it also support Generally Accepted Auditing Standards?	Y		Per audited financials page 9
2. Does your organization produce annual financial statements?		Y	Attach copies of the most recent financial statements. Financial Statement for period ending 9/30/14 on Google drive
3. Is your accounting system accrual based or cash based?	Accrual		Per audited financials page 9
4. Is your financial management system sufficient to permit preparation of reports required by the applicable statutes and regulations and your grant agreement?	Y		Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
5. Does your financial management system allow you to define and manage existing or planned indirect cost rates?			Consortium will use standard indirect cost rate of 10%
6. (a) Does the organization use Federal funds to pay indirect costs?	Y		
6. (b) If yes, does the organization have a current approved negotiated indirect cost rate agreement with its Federal cognizant agency?			Since the Consortium is a start-up agency no approved negotiated indirect cost agreement exists. The Consortium will use the standard indirect cost rate of 10%.
7. Does your financial management system allow you to compare actual expenditures or outlays to budgeted amounts for each grant?	Y		Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
8. Are drawdowns requested as close as possible to the time of disbursement?	Y		Please refer to document "Gulf



The Gulf Coast Ecosystem Restoration Council  
**ORGANIZATIONAL SELF ASSESSMENT**

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
			Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
9. Does your financial management system minimize the time elapsed between transfer of funds from the U.S. Treasury and disbursement of the funds?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
10. Does the organization have policy addressing who is authorized to request payment from the federal government, what procedures are used to ensure that requests are accurate, and when drawdown of funds will occur? If yes, please provide the title of the document	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
11. Does your financial management system support procedures for determining the reasonableness, allocability of costs in accordance with 2 CFR 200 Subpart E-Cost Principles?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
12. Does the organization periodically assess and maintain proper segregation of duties?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
13. Does your financial management system provide for effective control over and accountability for all funds, property and other assets, including ensuring that all such assets are used solely for authorized purposes and activities that are allowable in accordance with the applicable cost principles?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
14. Does your financial management system support effective control and accountability for all grant cash, real and personal property, and other assets?	Y		Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
15. (a) Does the organization have a formalized internal control program and risk assessment methodology for managing and monitoring operational and financial risks? If yes, please provide the policy document or a description.	N	Y	Enter: Title of attachment and attach response. A formalized internal control program and risk assessment methodology for managing and monitoring operational and financial

The Gulf Coast Ecosystem Restoration Council  
**ORGANIZATIONAL SELF ASSESSMENT**

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
15 (b) If yes, do you perform periodic testing and update it, as needed?	N/A		risks will be developed.
<b>Audit Information</b>			
16. (a) Have audits been performed on your financial statements for the past two years? If yes, please provide a copy of the most recent audit results, and answer questions b and c. If no, please respond to d.	Y	Y	Attach most recent audit: FY 13-14 Audit in Google drive
16. (b) What opinions did the auditors render?		Y	Enter: Title of attachment and attach response WarrenAverett Audit Results Presentation.pdf on Google Drive
16. (c) If the audits were qualified, please explain why, and the remedial actions taken.		Y	Enter: Title of attachment and attach response N/A
16 (d) If no audits were performed, please provide the reason why.		Y	Enter: Title of attachment and attach response N/A
17. (a) If the organization has expended more than \$500,000 in federal grant funds within a fiscal year, has an OMB Circular A-133 audit been performed?		Y	If yes, attach most recent audit N/A
17. (b) If yes, were there any major findings? Please attach your narrative response		Y	Enter: Title of attachment and attach response N/A
17. (c) What was the audit opinion? Please attach your narrative response		Y	Enter: Title of attachment and attach response N/A
18. Does the organization formally respond to all internal audit, Inspector General and external audit findings in writing and make timely remedial actions/corrections?	Y		Please refer to document "Gulf Consortium Admin and Financial Tasks" AND "Gulf Consortium General Grant Mgmt Tasks"
<b>Operations and General Management</b>			
19. Does the organization have management, information and accounting systems in place that are designed to meet all federal and Council-specific			Please refer to document "Gulf Consortium Admin and Financial



The Gulf Coast Ecosystem Restoration Council  
**ORGANIZATIONAL SELF ASSESSMENT**

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
program requirements, including reporting requirements?			Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
20. Do key personnel assigned to this grant have experience in managing federal grants and an understanding of the relevant federal regulations?	Y		Langton Associates will perform grant management tasks, they have over 30 years grant management experience.
21. Do you have a written grants management manual or standard operating procedures that you provide to employees?	Y		If yes, please enter document title Please refer to document “Gulf Consortium Admin and Financial Tasks” AND “Gulf Consortium General Grant Mgmt Tasks”
22. Does your organization maintain a written code of conduct governing the performance of your employees engaged in the award and administration of contracts?	The GC currently has no employees.		If yes, please enter document title:
23. Does the code of conduct encompass conflicts of interest?	“		
24. Are employees required to review the code of conduct and sign off on it?	“		
25. Does your organization maintain a personnel system which has the capability to create monthly reports of the activities and time of each employee whose compensation is charged to each project that the employee works on including all federal assistance programs?	“		
26. Is adequate training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on federal grant programs?	“		
27. Have any key personnel listed in the application ever been debarred or suspended from participation in Federal Assistance programs? If yes, please attach a list indicating who, when and for what reasons?	N: “	Y	Enter: Title of attachment and attach response
28. Does the organization have procedures in place to address breaches of ethics policy and/or instances of fraud or other criminal activity?	“		
29. Do these procedures include required procedures and/or remedial actions to prevent future violations?	“		



## The Gulf Coast Ecosystem Restoration Council ORGANIZATIONAL SELF ASSESSMENT

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
<b>Procurement</b>			
30. Does your procurement system provide for the conduct and documentation of cost or price analysis for each procurement action?	Y		The Gulf Consortium was formed as a local government entity pursuant to laws of the State of Florida. The Consortium follows state law governing procurement.
31. Does your organization maintain written procurement procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200 and that covered transactions (as defined in the suspension and debarment common rule – 2 CFR Part 180) are not made with a debarred or suspended party?	Y	Y	If yes, please enter document title and attach a brief description: Chapter 287 Florida Statutes
<b>Property Management</b>			
32. Does your property management system provide for maintaining formal inventory records of all equipment acquired with federal funds, and for conducting a physical inventory and reconciliation of property at least every two years?	N/A		Interlocal establishment of GC, page 13 Section 4.01 A5, establishes that the GC can hold property, but since the work of the GC will be done by contract, no property is anticipated being acquired.
33. Does your property management process include controls to safeguard against loss, damage, or theft of the property?	N/A		
34. Does your property management system provide for adequate maintenance, disposition or encumbrance of the property according to federal requirements?	N/A		
35. Does your property management process include an effective system of internal controls to provide reasonable assurance of compliance with the real property acquisition, appraisal, negotiations, and relocation requirements?	N/A		
<b>Subrecipient Management and Monitoring</b>			
36. Has your organization established policies and procedures that provide reasonable assurance that:			Subrecipients will not be utilized until SEP implementation, so no policies have been established at this time.

The Gulf Coast Ecosystem Restoration Council  
**ORGANIZATIONAL SELF ASSESSMENT**

Self assessment questions	Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
36. (a). Federal award information and compliance requirements (2 CFR 331-332) are identified to subrecipients	N/A		
36. (b). Subrecipient audit findings are resolved	N/A		
36. (c). The impact of any sub-recipient noncompliance on the pass-through entity is evaluated and action taken?	N/A		
36 (d). Does your organization maintain written policies regarding subrecipient monitoring?	N/A		If yes, please enter document title
36 (e) If yes, how does your organization monitor subrecipients and how frequently are any of the following activities performed? (for each activity used, enter the frequency)			Enter frequencies below
e-1. Desk reviews	N/A		
e-2. Site visits	N/A		
e-3. Financial report reviews	N/A		
e-4 Performance report reviews	N/A		
e-5. Other (please describe)	N/A	Y	Enter: Title of attachment and attach description
38. Does your organization maintain written procedures outlining subrecipient responsibilities that include any clauses required by federal statute, the Council, or Executive Orders and their implementing regulations, and that contain a provision for compliance with 2CFR Part 200 in the subrecipient agreement?	N/A		If yes, please enter document title
39. How does your organization train subrecipients? Please provide documentation to illustrate training activities	N/A	Y	Enter: Title of attachment and attach response
40 (a). Does the organization have a formalized risk assessment process in place specifically for federal grant programs to assess subrecipient eligibility and monitoring of performance?	N/A		
40 (b). If yes, does the process include the use of standard forms and checklists?	N/A		

The Gulf Coast Ecosystem Restoration Council  
**ORGANIZATIONAL SELF ASSESSMENT**

Self assessment questions		Enter Yes, No, or N/A	Attachment Required?	Attachments/comments
4. For federal programs, does your organization include a determination whether or not each agreement it makes with a non-federal entity represents a subrecipient or a contractor relationship.		N/A		

**CERTIFICATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE (REQUIRED)**

I certify that the statements I have made on this form and all attachments thereto are true, accurate, and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under the applicable law.

**Name of Authorized Representative**

Prefix: The Honorable

First Name: Grover

Middle Name: (Optional): \_\_\_\_\_

Last Name: Robinson

Suffix: \_\_\_\_\_

Title of Authorizing Official: Chair, Gulf Consortium

SIGNATURE: \_\_\_\_\_

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



**Grant Management and Financial Controls Tasks**

<b>Task</b>	<b>Blended Hourly Rate*</b>	<b># of Hours</b>	<b>Total Task Cost</b>
Financial Controls <ul style="list-style-type: none"> <li>• Invoice Review</li> <li>• Payments – through ASAP Payment System</li> <li>• Disbursement of Funds</li> <li>• Co-Funding</li> <li>• Program Income</li> </ul>	\$205 per hour	60	\$12,300
Continuing Education <ul style="list-style-type: none"> <li>• Training Workshops</li> <li>• Public Forums</li> </ul>	\$205 per hour	40	\$8,200
Reporting <ul style="list-style-type: none"> <li>• Financial Reporting</li> <li>• Programmatic (RAAMS) Performance Reporting (RAAMS)</li> <li>• Subrecipient Reporting (RAAMS)</li> <li>• Closeout Reporting (RAAMS)</li> </ul>	\$205 per hour	50	\$10,250
Record Keeping <ul style="list-style-type: none"> <li>• Access to Records</li> <li>• Record Retention</li> </ul>	\$205 per hour	40	\$8,200
Monitoring <ul style="list-style-type: none"> <li>• Self-Monitoring</li> <li>• Subrecipient Monitoring</li> <li>• Subrecipient vs. Contractor Determination</li> <li>• Council Monitoring (compliance/non-compliance)</li> <li>• OIG Referrals</li> </ul>	\$205 per hour	45	\$9,225
Procurement <ul style="list-style-type: none"> <li>• Pre-Award</li> <li>• Post-Award</li> <li>• Subrecipient vs. Contractor</li> <li>• Property Standards</li> <li>• Equipment/Supplies</li> </ul>	\$205 per hour	20	\$4,100
Original Application Amendments/Modifications (RAAMS) <ul style="list-style-type: none"> <li>• Project Timelines</li> <li>• Activity Adjustment</li> <li>• Budget</li> </ul>	\$205 per hour	10	\$2,050

Internal Polices and Procedures <ul style="list-style-type: none"> <li>• Standard Operating Procedures</li> <li>• Conflict of Interest</li> <li>• Procurement Standards</li> </ul>	\$205 per hour	10	\$2,050
Project Closeout <ul style="list-style-type: none"> <li>• RAAMS Closeout</li> <li>• Adjustments/Extensions</li> </ul>	\$205 per hour	10	\$2,050
Independent Audit <ul style="list-style-type: none"> <li>• 2 CFR 200 Subpart F Requirements</li> <li>• Audit Objectives</li> <li>• Audit Submission</li> <li>• Audit Resolution</li> </ul>	\$205 per hour	8	\$1,640
			<b>\$60,000</b>

\*Blended hourly rate includes all expenses relating to professional and support staff hours and travel expenses.

This project budget was determined based on a comparable past grant administration project performed by Langton Associates staff involving a much more in-depth scope of work with a similar blended hourly rate. The hours reflected in this project budget are conservative based on the total task cost versus the actual amount of time on each task. The Lead Principal on this activity is Heather Pullen. Ms. Pullen will be assisted by other Langton Associates staff. Ms. Pullen's resume reflecting over ten years experience in Grant Management of federal programs is attached.



## Heather Pullen

Senior Public Affairs Consultant



A seven-year veteran of the firm, Heather Pullen joined us with vast knowledge and experience in monitoring and managing state and federal program grants for the public sector. After receiving her bachelor's degree in Elementary Education from Flagler College, she moved to Jacksonville, Florida and turned to the private sector where she decided to expand her knowledge of public affairs, while strengthening her skills in managing federal and state funding grants.

Pullen started her government career as a staff assistant for the Department of Community Affairs' Disaster Recovery Grant Program where she assisted local government recipients with successfully implementing over \$300 million in 2004 and 2005 Disaster Recovery Program funding, by supplying grant management technical assistance through workshop planning and on-site monitoring visits. In 2008, Pullen joined the Florida Small Cities Community Development Block Grant Program Operations Unit where she managed the FloridaPAPERS Request for Funds system, managed federal reporting, including HUD Disaster Recovery Grant Reporting (DRGR) and Integrated Disbursement and Information System (IDIS), and approved non-entitlement CDBG grantee compliance with the State of Florida Consolidated Plan.

Since joining the Langton Associates team in 2009, Pullen has developed the knowledge and skills of managing and implementing HUD's Neighborhood Stabilization Program (NSP) monitoring federal compliance issues, providing technical assistance and program guidance to five State funded NSP recipients, and completing the Environmental Review Process for two State funded NSP recipients. Pullen has attended several informational workshops, in an effort to continue expanding her knowledge and experience as a Public Affairs Consultant. From April 2010 to July 2010, Pullen assisted the Florida Department of Community Affairs with providing on-site rapid response Technical Assistance for eight Neighborhood Stabilization Program grant recipients throughout Florida. Specific tasks handled were: Site-specific Environmental Review Checklist TA, Section 3 Compliance TA, Minority Business Report TA, File Management TA, Acquisition/Rehabilitation procedures TA and financial management compliance self-monitoring TA. She also assisted the Florida Department of Community Affairs in the development of the Public Assisted Housing portion of Florida's 2010-2015 Consolidated Plan.

Heather Pullen's specialties include:

- Consolidated Planning
- IDIS/eCon Planning Suite
- Federal Grant Reporting
- Federal Grant Compliance
- Grant Management Consulting

In 2014, Pullen took the lead on the development of three Analysis of Impediments to Fair Housing Choice for the State of Florida and two other entitlement local governments and four 2015-2020 Consolidated Plans in the new IDIS eCon Planning Suite. She has also worked directly with the developers of the eCon Planning Suite in order to identify technical errors within the system that could create a time burden and slow progress for a grantee.

In 2015, Pullen has used her experience in providing technical assistance in grant compliance to assist several local governments change their internal policies based on the new rules and regulations set forth in 2 CFR 200 (the Omni-Circular) through a series of workshop style trainings.

## Justification of Blended Hourly Rate for Professional Services

### Environmental Science Associates (ESA)

#### Environmental and Technical Consultants for SEP Development Process

All services will be provided on a fixed fee basis for the scope of services to be performed throughout the SEP development process. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a blended rate of \$205.00 per hour\*. The estimated hours spent at this hourly rate was negotiated on a fixed fee contract and will not increase or change based on scope of work for any Task Orders issued by the Consortium.

Environmental Science Associates Staff	Hourly Rate	Participation Breakdown per Hour of Project Work
Senior Director LIII	\$208.00	65%
Director LII	\$161.00	20%
Senior Associate LIII	\$120.00	10%
Project Technician LIII	\$92.00	5%

*\*Blended hourly rates depicted for each staff member plus 10% for overhead and profit.*

The reasonableness of this rate is reflected in the fact that the Labor Categories described utilize GSA rates of pay.

### Sub- Contractor on the ESA Consultant Team: Langton Associates

#### Grant Program and Grant Management Specialists

All services will be provided on a fixed fee basis for the scope of services to be performed throughout the SEP development process. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a blended rate of \$205.00 per hour\*. The estimated hours spent at this hourly rate was negotiated on a fixed fee contract and will not increase or change based on scope of work for any Task Orders issued by the Consortium.

Langton Associates Staff	Hourly Rate	Participation Breakdown per Hour of Project Work
Project Director, President	\$250.00	35%
Deputy Director, Senior Vice President	\$225.00	30%
Senior Grant Administrator	\$205.00	10%
Public Affairs Consultant	\$165.00	20%
Research Associate	\$45.00	5%

*\*Blended hourly rates depicted for each staff member includes overhead and profit.*

The reasonableness of this rate is exemplified and established by the competitively bid project Langton Associates completed providing grant management services for the State of Florida and the U.S. Department of Housing and Urban Development's Neighborhood Stabilization Program.



**PART II**  
**INTERCHANGE OF PERSONNEL**  
**BETWEEN GOVERNMENTS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**History.**—s. 1, ch. 65-524.

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

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

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

**History.**—s. 2, ch. 65-524.

**112.27 Authority to interchange employees.**—

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

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

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

**112.28 Status of employees of this state.**—

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



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

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

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

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

History.—s. 5, ch. 65-524.

**112.30 Status of employees of other governments.**—

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

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

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

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

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

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

History.—s. 7, ch. 65-524.

## GULF CONSORTIUM OF FLORIDA Conflict of Interest Disclosure Form

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

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

- **Family Relationships:**

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

Yes       No      (If YES, please complete Part A)

- **Program Relationships:**

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

Yes       No      (If YES, please complete Part B)

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

Yes       No      (If YES, please complete Part B)

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

Yes       No      (If YES, please complete Part B)

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

Yes       No      (If YES, please complete Part B)

• **Business Relationships:**

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

Yes       No      (If YES, please complete Part C)

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

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

**A. Family Relationships:**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

4. Relationship: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_



**B. Program Relationships:**

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

\_\_\_\_\_  
\_\_\_\_\_

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

Yes       No      (If YES, describe the resource used)

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

4. Name of Board: \_\_\_\_\_

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**C. Business Relationships:**

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

1. Name of Business: \_\_\_\_\_

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

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

Briefly describe the business, or licensing activity: \_\_\_\_\_

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

- Employee Name: \_\_\_\_\_  
 Family Member (name & relationship) \_\_\_\_\_

Describe the position or involvement – Check all that apply

- Owner/Investor  
 Board Member



- Employee/Manager
  - Other
  - 4. Are you receiving any type of compensation?
    - Yes       No      (If YES, describe)
- 
5. Who with a Restore Act funded entity oversees the relationship with this business?
- Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Department: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

SECTION: 2.2	TOPIC: Pre-Audit of Clerk Invoices
REVISION DATE: September 5, 2001	APPROVED BY: Bill Bogan, Jr.

1. **Introduction.** Finance receives invoices from various Clerk Divisions for payment. The following steps should be followed to ensure the necessary information is included so that the payment can be made and the validity of the request can be determined.
2. The Initiating Division should do the following in order to correctly pay the invoice. Invoices should be received and approved by the Clerk divisions. Each division should review their invoice, complete a disbursement request, approve the request, and staple the invoice to the disbursement request. Three types of requests are available: the regular, ASAP and the emergency. The Finance Director, or his designee, signs the emergency and ASAP requests. In addition, the approval for the division should be the supervisor, the director, or the lead worker. If any attachment is needed to mail with the check, the division should clip it to the request. For refunds, the division should also attach a copy of the receipt. There is also a payment approval stamp available to use on the invoice, if enough room exists. If the stamp is used, do not stamp the remittance or any necessary information on the invoice.
3. When pre-auditing the invoice, Finance Department staff should verify the following:
  - a. Has the invoice been clocked into the Finance Department (date and time)? If not, the invoice should be stamped immediately at the front desk.
  - b. Is this an original invoice or a copy? If it is a copy, the originating division must provide a written explanation for sending a copy.
  - c. Has the invoice been stamped with the payment approval or is a disbursement request been attached to the invoice? The following information should be included:
    - Invoice date (if older than thirty days attach explanation)
    - Vendor # (If it is a new vendor number, the name, remittance address, phone numbers should be provided)
    - Complete account numbers.
    - Vendor invoice number
    - Description of goods and services
    - The approved amount to pay( If different from the invoice, please attach explanation)
    - Authorized approval signature/initials
    - Date approved by department
  - d. Does the payment request include sales tax? In most cases, the county is exempt.
  - e. Does the request look reasonable or questionable? If it looks questionable, notify your supervisor.

## Appendix 17 Invoices for Pre-Award Activities

<b>Task 13 Workshop Preparatory Meetings and Follow- Up</b>	<b>\$82,388</b>
<b>Audio/Visual and Meeting Room Rental</b>	<b>\$11,285.43</b>
September 2014, Meeting of the Gulf Consortium Board	\$1,597.00
November 2014, Meeting of the Gulf Consortium Board	\$798.22
January 2015, Meeting of the Gulf Consortium Board	\$846.00
March 2015, Meeting of the Gulf Consortium Board	\$846.00
June 2015, Meeting of the Gulf Consortium Board	\$2,891.68
August 2015, Meeting of the Gulf Consortium Board	\$2,558.58
November 2015, Meeting of the Gulf Consortium Board	\$1,747.95
<b>Legal Fees for Clerk's Office Planning Grant Financial Management Services Interlocal Agreement</b>	<b>\$4,740</b>



Environmental Science Associates  
 5401 South Kirkman Road, Suite 405  
 Orlando, Florida 32819  
 407-403-6300

**INVOICE**

Ginger Delegal  
 Gulf Consortium  
 100 South Monroe Street  
 Tallahassee, FL 32301

March 15, 2016  
 Invoice No: <Draft>  
 Project Manager Douglas Robison

Project D140257.15 Public Involvement and Stakeholder Coordination-Phase I

Task Order #3 addresses public involvement activities to be conducted during Phase I of the project, including: ongoing project management and communications coordination with the Consortium Interim Manager; preparation for the August 26, 2015 Consortium Goal Setting Workshop; and development of a detailed Workshop Summary and actionable agenda item(s) for consideration at the November 18, 2015 Consortium Board of Directors meeting.

Professional Services through December 31, 2015

Task 0000001 ESA Charges

**Professional Personnel**

	Hours	Rate	Amount	
Senior Director II Robison, Douglas	146.00	240.00	35,040.00	
Managing Associate I Keenan, Emily	3.50	155.00	542.50	
Totals	149.50		35,582.50	
<b>Total Labor</b>				<b>35,582.50</b>

**Reimbursable Expenses**

Travel Expense			1,050.03	
<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>1,050.03</b>	<b>1,050.03</b>
				<b>TOTAL THIS TASK: \$36,632.53</b>

Task 0000002 Subconsultants

**Consultants**

BROWN & CALDWELL			15,560.00	
WILDWOOD CONSULTING INC			28,208.00	
<b>Total Consultants</b>		<b>1.05 times</b>	<b>43,768.00</b>	<b>45,956.40</b>
				<b>TOTAL THIS TASK: \$45,956.40</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	82,588.93	0.00	82,588.93	
Limit			82,388.00	
<b>Adjustment</b>				<b>-200.93</b>

**TOTAL INVOICE AMOUNT: \$82,388.00**

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Project	D140257.15	Public Involvement and Stakeholder Coord	Invoice	<Draft>
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Remit to:

E S A  
P.O. Box 92170  
Elk Grove, IL 60009

TIN #: 94-1698350

# Billing Backup

Tuesday, March 15, 2016

Environmental Science Associates

Invoice <Draft> Dated 3/15/2016

2:21:15 PM

Project D140257.15 Public Involvement and Stakeholder Coordination-Phase I

Task 0000001 ESA Charges

## Professional Personnel

			Hours	Rate	Amount
Senior Director II					
10630	Robison, Douglas	6/19/2015	4.00	240.00	960.00
10630	Robison, Douglas	6/22/2015	2.00	240.00	480.00
10630	Robison, Douglas	6/23/2015	2.00	240.00	480.00
10630	Robison, Douglas	6/25/2015	2.00	240.00	480.00
10630	Robison, Douglas	6/26/2015	2.00	240.00	480.00
10630	Robison, Douglas	7/13/2015	2.00	240.00	480.00
10630	Robison, Douglas	7/16/2015	1.00	240.00	240.00
10630	Robison, Douglas	7/20/2015	2.00	240.00	480.00
10630	Robison, Douglas	7/27/2015	2.00	240.00	480.00
10630	Robison, Douglas	7/31/2015	1.00	240.00	240.00
10630	Robison, Douglas	8/6/2015	4.00	240.00	960.00
10630	Robison, Douglas	8/10/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/11/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/12/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/13/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/17/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/18/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/19/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/20/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/21/2015	2.00	240.00	480.00
10630	Robison, Douglas	8/24/2015	4.00	240.00	960.00
10630	Robison, Douglas	8/25/2015	8.00	240.00	1,920.00
10630	Robison, Douglas	8/26/2015	8.00	240.00	1,920.00
10630	Robison, Douglas	8/27/2015	4.00	240.00	960.00
10630	Robison, Douglas	8/31/2015	2.00	240.00	480.00
10630	Robison, Douglas	9/1/2015	1.00	240.00	240.00
10630	Robison, Douglas	9/8/2015	2.00	240.00	480.00
10630	Robison, Douglas	9/14/2015	2.00	240.00	480.00
10630	Robison, Douglas	9/21/2015	2.00	240.00	480.00
10630	Robison, Douglas	9/22/2015	2.00	240.00	480.00
10630	Robison, Douglas	9/28/2015	1.00	240.00	240.00
10630	Robison, Douglas	10/2/2015	6.00	240.00	1,440.00
10630	Robison, Douglas	10/5/2015	1.00	240.00	240.00
10630	Robison, Douglas	10/7/2015	2.00	240.00	480.00
10630	Robison, Douglas	10/8/2015	2.00	240.00	480.00
10630	Robison, Douglas	10/15/2015	2.00	240.00	480.00
10630	Robison, Douglas	10/22/2015	2.00	240.00	480.00
10630	Robison, Douglas	11/2/2015	1.00	240.00	240.00
10630	Robison, Douglas	11/4/2015	2.00	240.00	480.00
10630	Robison, Douglas	11/6/2015	2.00	240.00	480.00
10630	Robison, Douglas	11/9/2015	4.00	240.00	960.00
10630	Robison, Douglas	11/12/2015	4.00	240.00	960.00
10630	Robison, Douglas	11/18/2015	8.00	240.00	1,920.00
10630	Robison, Douglas	11/30/2015	2.00	240.00	480.00
10630	Robison, Douglas	11/30/2015	6.00	240.00	1,440.00
10630	Robison, Douglas	12/1/2015	4.00	240.00	960.00
10630	Robison, Douglas	12/7/2015	2.00	240.00	480.00

Project	D140257.15	Public Involvement and Stakeholder Coord		Invoice	<Draft>
10630	Robison, Douglas	12/14/2015	2.00	240.00	480.00
10630	Robison, Douglas	12/17/2015	2.00	240.00	480.00
10630	Robison, Douglas	12/21/2015	2.00	240.00	480.00
10630	Robison, Douglas	12/22/2015	2.00	240.00	480.00
10630	Robison, Douglas	12/23/2015	2.00	240.00	480.00
10630	Robison, Douglas	12/29/2015	4.00	240.00	960.00
10630	Robison, Douglas	12/30/2015	4.00	240.00	960.00
Managing Associate I					
10797	Keenan, Emily	7/15/2015	3.50	155.00	542.50
Totals			149.50		35,582.50
<b>Total Labor</b>					<b>35,582.50</b>

**Reimbursable Expenses**

Travel Expense					
EX	000000025063	6/19/2015	Robison, Douglas / Travel Breakfast		6.57
EX	000000025063	6/19/2015	Robison, Douglas / Travel Hotel		123.17
EX	000000026028	8/19/2015	Robison, Douglas / Travel to Levy County		148.35
EX	000000026028	8/19/2015	Robison, Douglas / Travel Lunch		7.53
EX	000000027247	10/21/2015	Robison, Douglas / Drive to meeting		317.40
EX	000000027247	10/21/2015	Robison, Douglas / Travel dinner		21.00
EX	000000027247	10/22/2015	Robison, Douglas / Parking		4.00
EX	000000027247	10/22/2015	Robison, Douglas / Hotel		135.00
EX	000000027247	11/17/2015	Robison, Douglas / Airport car rental		57.10
EX	000000027247	11/18/2015	Robison, Douglas / Gas		21.51
EX	000000027247	11/18/2015	Robison, Douglas / Hotel		132.09
EX	000000027247	12/7/2015	Robison, Douglas / Project team meeting		47.49
EX	000000027247	12/14/2015	Robison, Douglas / Stakeholder lunch		28.82
<b>Total Reimbursables</b>			<b>1.0 times</b>	<b>1,050.03</b>	<b>1,050.03</b>
<b>TOTAL THIS TASK:</b>					<b>\$36,632.53</b>

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Task	0000002	Subconsultants			
<b>Consultants</b>					
<b>BROWN &amp; CALDWELL</b>					
AP	110470	1/4/2016	BROWN & CALDWELL / Billing through November 26, 2015 / Invoice: 22257734, 12/22/2015		15,560.00
<b>WILDWOOD CONSULTING INC</b>					
AP	110466	1/4/2016	WILDWOOD CONSULTING INC / Professional service for-Public Involvement Program - Phase I / Invoice: 2015-116, 12/21/2015		28,208.00
<b>Total Consultants</b>			<b>1.05 times</b>	<b>43,768.00</b>	<b>45,956.40</b>
<b>TOTAL THIS TASK:</b>					<b>\$45,956.40</b>
<b>Total this Project</b>					<b>\$82,588.93</b>
<b>Total this Report</b>					<b>\$82,588.93</b>



Policy Conf 2014

Eric Wu 428-0143

QUOTE SUMMARY REPORT

<b>Conference Technology</b> <b>Sandestin Golf &amp; Beach Resort</b> <b>9300 Emerald Coast Pkwy West</b> <b>Destin, FL 32550</b> <b>Phone: (850) 351-1770</b> <b>Fax: (850) 351-1774</b>	<b>Bill to:</b> <b>Florida Association of Counties</b> <b>100 South Monroe Street</b> <b>Tallahassee, FL 32302</b> <b>850-922-4300</b>
--	--

<b>Term</b>	<b>Customer Number</b>	<b>Master Account Number</b>
Master Bill	49401	2353GC

Date: 9/12/2014

Event: CCC - Structure & Authority  
Location: Camellia 2

Start: 8:30 AM End: 4:00 PM  
Kelli Williams 850-921-2067

**Audio**

Qty	ID No	Description	Rate	Total
1.00	16-21	Wired Microphone	\$48.00	\$48.00
1.00	17-10	Microphone Gooseneck	\$7.00	\$7.00

**Packages**

Qty	ID No	Description	Rate	Total
1.00	01-52	Projector Accessory Package	\$185.00	\$185.00
	1.00	55-10 25' AC Extension Cord		
	1.00	85-85 Technical Support		
	1.00	55-30 Power Strip		
	1.00	12-10 26" - 42" Cart w/Drape		
	1.00	10 Tripod Screen w/ Skirt		

Room Sub Total: \$240.00

Event Notes:  
Corner set screen

Event: Gulf Consortium Meeting  
Location: Azalea 1&2

Start: 10:00 AM End: 12:00 PM  
Kelli Williams 850-921-2067

**Audio**

Qty	ID No	Description	Rate	Total
10.00	16-21	Shure MX418 Push-to-Talk Microphone	\$70.00	\$700.00
1.00	20-17	16 Channel Audio Mixer	\$135.00	\$135.00
1.00	16-50	Wireless Handheld Microphone	\$150.00	\$150.00
1.00	17-10	Microphone Gooseneck	\$7.00	\$7.00

**Labor**

Qty	ID No	Description	Rate	Total
4.00	85-80	Audio Technician	\$55.00	\$220.00

**Open Entry**

Qty	ID No	Description	Rate	Total
1.00	OPEN	THAT2 Telephone-audio-interface	\$150.00	\$150.00

**QUOTE SUMMARY REPORT**

Packages

Qty	ID No	Description	Rate	Total
1.00	01-52	Projector Accessory Package	\$185.00	\$185.00
1.00	55-10	25' AC Extension Cord		
1.00	85-85	Technical Support		
1.00	55-30	Power Strip		
1.00	12-10	26" - 42" Cart w/Drape		
1.00	10	Tripod Screen w/ Skirt		

Projection

Qty	ID No	Description	Rate	Total
1.00	10	10' Cradle Screen	\$50.00	\$50.00

**Room Sub Total: \$1,897.00**

**Event:** Federal Committee(130p-3p) Urban Caucus(315p-5p)      **Start:** 1:30 PM    **End:** 5:00 PM  
**Location:** Azalea 1      **Kelli Williams**    850-921-2067

Audio

Qty	ID No	Description	Rate	Total
5.00	16-21	Shure MX418 Push-to-Talk Microphone	\$0.00	\$0.00
1.00	17-10	Microphone Gooseneck	\$0.00	\$0.00
5.00	17-30	Microphone Table Stand	\$0.00	\$0.00
1.00	20-16	14 Channel Audio Mixer	\$140.00	\$140.00
1.00	16-21	Wired Microphone	\$0.00	\$0.00

Labor

Qty	ID No	Description	Rate	Total
1.00	85-40	Tech to Re-Set	\$55.00	\$55.00

Packages

Qty	ID No	Description	Rate	Total
1.00	01-52	Projector Accessory Package	\$0.00	\$0.00
1.00	55-10	25' AC Extension Cord		
1.00	85-85	Technical Support		
1.00	55-30	Power Strip		
1.00	12-10	26" - 42" Cart w/Drape		
1.00	10	Tripod Screen w/ Skirt		

**Room Sub Total: \$195.00**

**Event Notes:**

Very likely that Accessory Pkg will have to be reset from the earlier Az1&2 event.

1597 x 24%  
 x 7.5% =  
 \$ 2128.80

2014 Legislative Conf - Tampa Waterside Marriott



FL 5-6 - FAC - AV  
 11/19/2014 08:00 AM - 11/19/2014 11:00 AM

Order Id: 2282134 Ver: 1  
 Contract Type: Closed Contract

Qty	Item Description	Days	Rate	Gross	Extended
<b>Wednesday 9am to 11am - Gulf Consortium</b>					
<b>(This room will turn at 11am for the 12:30pm meeting in FL 5)</b>					
1	6X8 Deluxe Screen Package - Front Projection	1.00	175.00	175.00 (35.00)	140.00
1	Cabeling Support Package for Client's Projector	1.00	45.00	45.00 (9.00)	36.00
1	Podium Microphone	0.50	75.00	37.50 (7.50)	30.00
10	Shure SM48S-LC HH Microphone	0.50	50.00	250.00 (50.00)	200.00
10	Table Microphone Stand	0.50	0.00	0.00	
2	Shure ULXP Wireless Lavalier Microphone	0.50	175.00	175.00 (35.00)	140.00
1	Mackie 1604 VLZ 16ch Console (16 XLR)	0.50	125.00	62.50 (12.50)	50.00

Qty	Personnel	Reg. Rate	OT Rate	DT Rate	Reg	OT	DT	Labor Total
2	Set / Strike*	75.00	112.50	150.00	1.00			150.00

Non discountable items will be displayed with an (\*) asterisk

Equipment: \$745.00  
 Discount: 149.00-      **SubTotal:** 596.00

Labor: \$150.00  
 Hillsborough, FL Tax: \$52.22  
 Function Total: **\$798.22**



c/o Tallahassee Leon County Civic Center  
 505 W. Pensacola Street  
 Tallahassee, FL 32301  
 850.222.7019  
 NEEDAV.com

### Event Budget Summary /

*Client Name* Kelli Williams  
*Show Description* FI Counties: Gulf Consortium 01/21/15

*Submittal Date* 1/20/2015 11:21 AM

#### Budget Prepared For

Florida Association of Counties  
 100 South Monroe Street  
 Tallahassee, FL 32301  
 US

Kelli Williams  
 850.921.2067 Phone  
 kwilliams@fi-counties.

#### Venue / Site

Florida Department of Environmental Protection

#### Schedule

*Load In* 1/21/2015 11:30 AM  
*Ship Date* 1/21/2015 11:00 AM  
*Return Date* 1/21/2015 5:00 PM  
*Load Out* 1/21/2015 4:00 PM

#### Account Manager

*Name* Jennifer Damron  
*Phone* 850.222.7019  
*Mobile* 850-556-9921  
*Email* jdamron@americanaudiovisual.

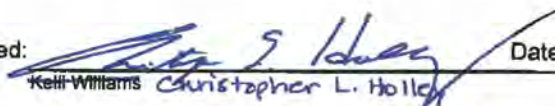
#### Budget Summary

Description	Cost
FI Counties: Gulf Consortium 01/21/15 (15-	\$990.00
Line Discounts	(\$144.00)
Subtotal	\$846.00
Sales Tax	\$0.00
Grand Total	\$846.00

**Deposit Amount Due to Secure**

**Deposit Due by** 1/24/2014

By signing below you acknowledge you have read and agree to the Terms and Conditions located on page two of this agreement.

Signed:  Date: 1/20/15  
 Kelli Williams Christopher L. Holler  
 Title: Executive Director, FAC



c/o Tallahassee Leon County Civic Center  
 505 W. Pensacola Street  
 Tallahassee, FL 32301  
 850.222.7019  
 NEEDAV.com

# Quote

**Quote Number:** 15-0357  
**Name:** Fl Counties: Gulf  
**Date Created:** 1/16/2015

**Load In:** 1/21/2015 11:30 AM  
**Ship Date:** 1/21/2015 11:00 AM  
**Return Date:** 1/21/2015 5:00 PM

Qty	Item Description	Time	Rate	Price	Ext. Price
<b>Audio</b>					
3	JBL EON 10"G2 - Speaker	1	Day Rate	50.00	120.00
3	Speaker Stand	1		0.00	0.00
1	Mackie - 10 Channel Mixer w/ EQ - 1642 VLZ	1	Day Rate	85.00	68.00
10	Condenser Mic - Shure - Microflex MX418D/C	1	Day Rate	45.00	360.00
1	Audio EQ	1	Day Rate	35.00	28.00

**Audio Before Discount:** 720.00  
**Applied (20%) Discount:** -144.00  
**Audio Total:** 576.00

<b>Labor</b>					
1	Strike Technician	1	Hourly Rate	35.00	35.00
1	Setup Technician	1	Hourly Rate	35.00	35.00
1	Technician	0.5	Day Rate	400.00	200.00

**Labor Total:** 270.00

**Rental:** \$720.00

**Labor:** \$270.00

**Discounts:** (\$144.00)

**Subtotal:** \$846.00

**Sales Tax:** \$0.00

**Total:** \$846.00

**Total Applied Payment:** \$0.00

**Balance Due:** \$846.00



**Tallahassee**  
 c/o Tallahassee Leon County Civic Center  
 505 W. Pensacola Street  
 Tallahassee, FL 32301  
 Phone: 850.222.7019

<b>Quote Number</b>	15-0357
<b>Name</b>	Fl Counties: Gulf Consortium
<b>Account Manager</b>	Jennifer Damron
<b>Quote Date</b>	1/16/2015

<b>Client</b>
Florida Association of Counties Kelli Williams Office: 850.921.2067 100 South Monroe Street Tallahassee, FL 32301 US

<b>Venue / Site</b>
Florida Department of Environmental Protection 3900 Commonwealth Boulevard Carr Building, Room 170 Tallahassee, Florida 32399

Ship Date	Return Date	Status	Terms	Total
1/21/2015 11:00 AM	1/21/2015 5:00 PM	Tentative	In Advance	\$846.00

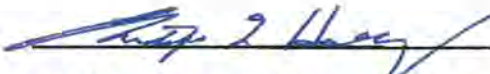
Upon receipt and understanding, this letter of agreement sets forth terms and conditions regarding said engagement and is hereby made a part of the attached contract dated noted on the attached quotation/invoice, between American Audio Visual Inc. (Hereinafter referred to as Supplier) and Client party as described in the attached quotation/invoice , (Hereinafter referred to as Client).

1. Agreement to services is subject to detention by accident, acts of God or other conditions beyond the control of Supplier.
2. Client shall provide adequate shelter and protection for Suppliers personnel and equipment from and damage.
3. Client shall provide a secure venue from load in till load out of Suppliers equipment.
4. Client shall be liable for any damage to Suppliers equipment not caused by Supplier and be responsible for repair and/or replacement cost of damaged equipment.
5. Client shall ensure that the location of the event is open and available during all scheduled load in, production times and until strike is complete to allow Supplier time to set up and remove equipment.
6. Client shall provide technicians the ability to break for 1 hour every 6 hours. If client request technicians to remain working or onsite during this period the client will be required to provide one meal per technician (at no cost to Supplier).
7. Client shall provide adequate AC power (at no cost to Supplier) to staging or production area.
8. Client will provide (through the facility) tables, chairs & staging for use by the Supplier.
9. Client is solely responsible for hiring and payment of Riggers.
10. Client is responsible for any permitting required by the facility in regards to Haze, Lasers, or any other used by Supplier. If items are not able to be used due to lack of permit, payment is still due in full.



11. Client is responsible for any/all drayage fees, Union fees, and associated facility fees.
12. Adequate space will be required for both the loading and unloading of production materials.
13. Client and Supplier each hereby forever agree to indemnify, defend and hold harmless the other for any and all claims, losses, costs (including reasonable attorney's fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of each party and their respective employees, agents, representatives and contractors.
14. American Audio Visual will provide a Certificate of Insurance as requested.
15. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This instrument shall be construed in accordance with the laws of the state of Florida. Nothing in this agreement shall require the commission of any act contrary to law and wherever or whenever there is any conflict between any provisions of this agreement in any such law, rule or regulation shall prevail and this agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict. Any claim, dispute, or law suit arising out of or relating to this agreement or the breach thereof shall be interpreted under the laws and courts of the State of Florida and will be brought solely in the appropriate courts of Orange County Florida. The prevailing party in any such dispute shall be entitled to recover all cost and reasonable attorneys fees from the non-prevailing party.

Date: \_\_\_\_\_  
Company \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

Date: 1/20/15  
Client \_\_\_\_\_  
Signature:   
Name/Title: Christopher L. Holley  
Executive Director, FAC





c/o Tallahassee Leon County Civic Center  
 505 W. Pensacola Street  
 Tallahassee, FL 32301  
 850.222.7019  
 NEEDAV.com

# Quote

**Quote Number:** 15-0396  
**Name:** FI Counties: Gulf Consortium  
 03/25/15

**Ship Date:** 3/25/2015 7:30 AM  
**Load In:** 3/25/2015 8:00 AM  
**Load Out:** 3/25/2015 2:00 PM  
**Return Date:** 3/25/2015 5:00 PM

Qty	Item Description	Time	Rate	Price	Ext. Price
<b>Audio</b>					
3	JBL EON 10"G2 - Speaker	1	Day Rate	50.00	120.00
3	Speaker Stand	1		0.00	0.00
1	Mackie - 10 Channel Mixer w/ EQ - 1642 VLZ	1	Day Rate	85.00	68.00
10	Condenser Mic - Shure - Microflex MX418D/C	1	Day Rate	45.00	360.00
1	Audio EQ	1	Day Rate	35.00	28.00
<b>Audio Before Discount:</b>					<b>720.00</b>
<b>Applied (20%) Discount:</b>					<b>-144.00</b>
<b>Audio Total:</b>					<b>576.00</b>
<b>Labor</b>					
1	Strike Technician	1	Hourly	35.00	35.00
1	Setup Technician	1	Hourly	35.00	35.00
1	Technician	0.5	Day Rate	400.00	200.00
<b>Labor Total:</b>					<b>270.00</b>
<b>Rental:</b>					<b>\$720.00</b>
<b>Labor:</b>					<b>\$270.00</b>
<b>Discounts:</b>					<b>(\$144.00)</b>
<b>Subtotal:</b>					<b>\$846.00</b>
<b>Sales Tax:</b>					<b>\$0.00</b>
<b>Total:</b>					<b>\$846.00</b>
<b>Total Applied Payment:</b>					<b>\$0.00</b>
<b>Balance Due:</b>					<b>\$846.00</b>



c/o Tallahassee Leon County Civic Center  
 505 W. Pensacola Street  
 Tallahassee, FL 32301  
 850.222.7019  
 NEEDAV.com

## Event Budget Summary / Agreement

Quote Number 15-0396

Name FI Counties: Gulf Consortium 03/25/15

Client Kelli Williams

Company Florida Association of Counties

Account Manager Jennifer Damron

### Budget Prepared For

Florida Association of Counties  
 100 South Monroe Street  
 Tallahassee, FL 32301  
 US

Kelli Williams  
 850.921.2067 Phone  
 kwilliams@fl-counties.com

### Venue / Site

Florida Department of Environmental Protection

### Schedule

Ship Date 3/25/2015 7:30 AM  
 Load In 3/25/2015 8:00 AM  
 Load Out 3/25/2015 2:00 PM  
 Return Date 3/25/2015 5:00 PM

### Account Manager

Name Jennifer Damron  
 Phone 850.222.7019  
 Mobile 850-556-9921  
 Email jdamron@americanaudiovisual.com

### Budget Summary

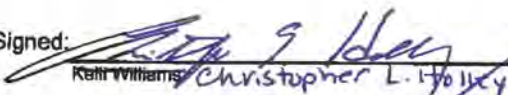
Description	Cost
FI Counties: Gulf Consortium 03/25/15 (15-0396)	\$990.00
Line Discounts	(\$144.00)
Subtotal	\$846.00
Sales Tax	\$0.00
Grand Total	\$846.00

Deposit Amount Due to Secure

Deposit Due by 3/25/2015

By signing below you acknowledge you have read and agree to the Terms and Conditions located on page two of this agreement.

Signed:

  
 Kelli Williams Christopher L. Holly

Date: 2/18/2015

Title: Executive Director



c/o Tallahassee Leon County Civic Center  
505 W. Pensacola Street  
Tallahassee, FL 32301  
850.222.7019  
NEEDAV.com

## Event Budget Summary / Agreement

Quote Number 15-0396

Name Fl Counties: Gulf Consortium 03/25/15

Client Kelli Williams

Account Manager Jennifer Damron

### Agreement / Terms & Conditions

---

Upon receipt and understanding, this letter of agreement sets forth terms and conditions regarding said engagement and is hereby made a part of the attached contract dated/noted on the attached quotation/invoice, between American Audio Visual Inc. (Hereinafter referred to as Supplier) and Client party as described in the attached quotation/invoice, (Hereinafter referred to as Client).

1. Agreement to services is subject to detention by accident, acts of God or other conditions beyond the control of Supplier.
2. Client shall provide adequate shelter and protection for Supplier's personnel and equipment from and against damage.
3. Client shall provide a secure venue from load in till load out of Supplier's equipment.
4. Client shall be liable for any damage to Supplier's equipment not caused by Supplier and be responsible for repair and/or replacement cost of damaged equipment.
5. Client shall ensure that the location of the event is open and available during all scheduled load in, production times and until strike is complete to allow Supplier time to set up and remove equipment.
6. Client shall provide technicians the ability to break for 1 hour every 6 hours. If client requests technicians to remain working or onsite during this period the client will be required to provide one meal per technician (at no cost to Supplier).
7. Client shall provide adequate AC power (at no cost to Supplier) to staging and/or production area
8. Client will provide (through the facility) tables, chairs & staging for use by the Supplier.
9. Client is solely responsible for hiring and payment of Riggers.
10. Client is responsible for any permitting required by the facility in regards to Haze, Lasers, or any other used by Supplier. If items are not able to be used due to lack of permit, payment is still due in full.
11. Client is responsible for any/all drayage fees, Union fees, and associated facility fees.
12. Adequate space will be required for both the loading and unloading of production materials.
13. It is agreed that Supplier and Vendor(s) shall not be liable to Client and Client hereby agrees to indemnify and hold Supplier and Vendor(s) harmless of any and all manner of actions and causes of actions, suits, claims and demands whatsoever in law or in equity arising out of or relating to this Client's contract and the duties to be performed by Supplier(s) and / or Client, their respective agents, employees and independent contractor s, including acts of negligence or other misconduct, breach or nonperformance thereof.
14. American Audio Visual will provide a Certificate of Insurance as requested.
15. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This instrument shall be construed in accordance with the laws of the State of Florida. Nothing in this agreement shall require the commission of any act contrary to law and wherever or whenever there is any conflict between any provisions of this agreement, any such law, rule or regulation shall prevail and this agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict. Any claim, dispute, or law suit arising out of or relating to this agreement or the breach thereof shall be interpreted under the laws and courts of the State of Florida and will be brought solely in the appropriate courts of Orange County Florida. The prevailing party in any such dispute shall be entitled to recover all cost and reasonable attorney's fees from the non-prevailing party.

June 19, 2015 Board meeting

Consortium AV       \$ 2,891.68

Consortium Food     256.31

TOTAL:               \$ 3,147.99

PSAV  
 Prepared For: Florida Association of Counties  
 DRC No: 3675-6529  
 Total: \$3,858.08

Masters ABCD Subtotal:

\$2,200.00

Masters E - Breakfast  
 Relates to Job(s): 3675-6588

AL

Equipment And Sales

Qty	Item Description	Rate	Subtotal
1	Gooseneck Microphone	\$85.00	\$85.00
1	4 Channel Mixer (4 Mic 1 Line)	\$70.00	\$70.00
2	Wireless Handheld Microphone	\$205.00	\$410.00
	<i>Audience Mics</i>		
1	Beta 58 Wireless Handheld Mic	\$0.00	\$0.00
1	UHF Wireless Mic Receiver	\$190.00	\$190.00
1	Microphone Floor Stand	\$15.00	\$15.00
1	Wireless Lavalier Microphone	\$190.00	\$190.00
1	UHF Wireless Mic Receiver	\$190.00	\$190.00
1	UHF Wireless BeltPack & Lav Mic	\$0.00	\$0.00
			\$152.00

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
	Friday, June 19, 2015								
1	Technician To Set/Strike	\$80.00	\$120.00	\$160.00		2.00	0.00	0.00	\$160.00
	Masters E Subtotal:								\$764.00

Tournament Hall A - FACERS  
 Relates to Job(s): 3675-6589

Equipment And Sales

Qty	Item Description	Rate	Subtotal
1	Projector Support Package	\$170.00	\$170.00
1	Safejack Cover	\$0.00	\$0.00
1	Safejack Stand	\$25.00	\$25.00
1	8' Tripod Screen	\$90.00	\$90.00
1	Small Video Cabio Lut	\$55.00	\$55.00
1	4 Channel Mixer (4 Mic 1 Line)	\$70.00	\$70.00
1	Gooseneck Microphone	\$85.00	\$85.00
1	8" 2-Way Self Powered Speaker	\$85.00	\$85.00

PSAV  
 Prepared For: Florida Association of Counties  
 DFC No: 3875-6529  
 Total: \$3,888.08

**Gallery - FRCA**  
 Relates to Job(s): 3675-6248

**Equipment And Sales**

Qty	Item Description	Rate	Subtotal
1	POLY POLYCOM SPEAKERPHONE PACKAGE	\$170.00	\$136.00
1	Speaker Phone	\$170.00	
<b>Equipment And Sales Subtotal</b>			<b>\$136.00</b>

**Labor**

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, June 19, 2015									
1	POLY POLYCOM SPEAKERPHONE PACKAGE	\$80.00	\$120.00	\$160.00		1.00	0.00	0.00	\$80.00
1	Phone Line Installation	\$0.00	\$0.00	\$0.00		1.00	0.00	0.00	
1	Technician To Set/Strike	\$80.00	\$120.00	\$160.00		1.00	0.00	0.00	
<b>Gallery Subtotal:</b>									<b>\$216.00</b>

**Masters ABCD - Gulf Consortium**  
 Relates to Job(s): 3875-6590

**Equipment And Sales**

Qty	Item Description	Rate	Subtotal
1	9'x16' Fast Fold Screen Package - Front Projecti	\$430.00	\$344.00
1	9' x 16' Front Screen	\$0.00	
1	9' x 16' Heavy Duty Screen Frame	\$320.00	
1	9' x 16' Dress Kit Black	\$110.00	
1	DSPF PROJECTION SUPPORT PACKAGE (FASTFOLD)	\$65.00	\$44.00
1	50' AC Cable	\$15.00	
1	Projector Stand Drape	\$0.00	
1	Safelock Stand	\$25.00	
1	6' AC Power Strip	\$15.00	
1	Presonus 24x4x2 Digital Mixer	\$445.00	\$356.00
1	Gooseneck Microphone	\$85.00	\$68.00
	Podium Mic		
11	Gooseneck Microphone	\$85.00	\$749.00
	Table Mics around u-shape		

**Labor**

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Friday, June 19, 2015									
2	Technician To Set/Strike	\$80.00	\$120.00	\$160.00		4.00	0.00	0.00	\$640.00

August 26 Board Meeting & Workshop – 8/26/15

Consortium AV           \$2,558.58

Food & Beverage       \$1,579.32

TOTAL:                   \$4,137.90





AVMS AUDIO VISUAL SERVICES

Hilton St Petersburg Bayfront  
333 First St South  
St Petersburg, FL 33701

Voice: 727-894-5000  
Fax:

Job Date: 8/26/2015  
Contact Name: Amy Axelrod  
Client: Hilton St. Petersburg Bayfront  
333 1st Street, Saint Petersburg, 33701  
Phone: (727)825-7009  
Fax: (727)823-4797  
Email:

Quote Status: Active  
Quote By: Nicholas Ertel  
AVMS Job #: 32 - 191570  
PO#: N/A

Job Location: Hilton St. Petersburg Bayfront  
333 1st Street  
Saint Petersburg, FL, 33701  
Contact: Amy Axelrod  
Phone:  
Fax:

Invoice To: Accounts Payable  
Saint Petersburg, FL, 33701

Event Schedule

Delivery Wednesday 8/26/2015  
Set Time Wednesday 8/26/2015  
Show Time Wednesday 8/26/2015  
End Time Wednesday 8/26/2015  
Pick-Up Wednesday 8/26/2015

Client: Florida Association of Counties

BEO:29054

Grand Bay Ballroom *Consortium*

QTY	Item Description	Days	Price	Subtotal
2	UHF Wireless Microphone Kit	1 Day	\$150.00	\$300.00
1	Delivery	1 Day	\$200.00	\$200.00
1	24 Channel Audio Mixer	1 Day	\$175.00	\$175.00
12	Presidential Gooseneck Press to Talk 18 in Microphone	1 Day	\$50.00	\$600.00
1	High Speed Wireless Internet Package	1 Day	\$75.00	\$75.00
1	Fast Fold Support Package 7.5'x10'	1 Day	\$250.00	\$250.00
<b>Room Subtotal:</b>				<b>\$1,600.00</b>

obby - Pre Function *Reception*

QTY	Item Description	Days	Price	Subtotal
1	Presidential Gooseneck Press to Talk 18 in Microphone	1 Day	\$50.00	\$50.00
1	UHF Wireless Microphone Kit	1 Day	\$150.00	\$150.00
<b>Room Subtotal:</b>				<b>\$200.00</b>

Petersburg Ballroom Tues *Committees*

QTY	Item Description	Days	Price	Subtotal
1	14 Channel Audio Mixer (6 XLR)	1 Day	\$50.00	\$50.00
1	UHF Wireless Microphone Kit	1 Day	\$150.00	\$150.00
9	Presidential Gooseneck Press to Talk 18 in Microphone	1 Day	\$50.00	\$450.00
1	High Speed Wireless Internet Package	1 Day	\$75.00	\$75.00
1	Fast Fold Support Package 7.5'x10'	1 Day	\$250.00	\$250.00
<b>Room Subtotal:</b>				<b>\$975.00</b>

Petersburg III *SCC*

QTY	Item Description	Days	Price	Subtotal
1	Presidential Gooseneck Press to Talk 18 in Microphone	1 Day	\$50.00	\$50.00
<b>Room Subtotal:</b>				<b>\$50.00</b>

iams / Demens *CC*

QTY	Item Description	Days	Price	Subtotal
-----	------------------	------	-------	----------

- + rejection support package
- 1 Wired Microphone

1 Day \$165.00 \$165.00  
 1 Day \$50.00 \$50.00

CC Room Subtotal: \$215.00

Job Subtotal: \$3,040.00

Discount: (\$568.00)

Discounted Subtotal: \$2,472.00

Service Charge:(22%) \$692.30

Tax: \$221.50

Labor: \$810.00

**Total Charges: \$4,195.80**

Labor:

Room	Quantity	Employee	Task	Hours	Rate	Subtotal
Bayboro	1	General Set up and Tear Down	general labor	1	\$450.00	\$450.00
Grand Bay Ballroom	1	IN ROOM TECH	Audio	6	\$60.00	\$360.00
					Labor Total:	\$810.00

OK Summit

Consortium

Notes:

*[Handwritten signature]*

Consortium \$ 2,558.58

## Emily Anderson

---

**From:** Kelli Williams  
**Sent:** Thursday, January 07, 2016 1:47 PM  
**To:** Emily Anderson  
**Subject:** Consortium total for Leg Conf at Amelia...

Just to be sure we're on the same page, here is what I got:

NOVEMBER 19, 2015

\$456.15 - Food

\$1,747.95 - A/V

\$ 2,213.10

**Kelli Williams**  
Events Manager  
Florida Association of Counties  
100 S. Monroe St • Tallahassee, FL 32301  
Phone (850) 922-4300 • Fax (850) 488-7501  
Facebook: [facebook.com/flcounties](https://www.facebook.com/flcounties) • Twitter: [@flcounties](https://twitter.com/flcounties)  
[www.fl-counties.com](http://www.fl-counties.com) • All About Florida

<b>Customer:</b> Florida Association of Counties 100 South Monroe Street Tallahassee, FL 32301  Kelli Williams Phone: 1-850-922-4300 Fax: 1-850-488-7501		<b>Rental Order - 13360-02-1138</b>	
Event Name: 2016 Legislative Conference Start Date: 11/17/2015 End Date: 11/20/2015 Master Acct: Sales Initials: ML PG Number:		Encore Event Technologies c/o Omni Amelia Island Plantation Resort 6800 First Coast Highway Amelia Island, Florida 32034 Phone: 904-277-5982 Fax: 904-277-5176	
Room: <b>Amelia 2 &amp; 3</b> Meeting: Gulf Consortium Date: 11/18/2015 - Wednesday		<div style="display: flex; justify-content: space-between;"> <span>Order: 13360</span> <span>Revision: 1</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Local Office: 1138</span> <span>Status: Definite</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Created On: 11/4/2015</span> <span>Printed On: 11/18/2015 8:23 AM</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Created By: Stacy Walton</span> </div>	
		<b>BP Number:</b> <b>Start:</b> 9:00 AM <b>End:</b> 1:00 PM <b>Rehearsal:</b> <b>Tech-Call:</b>	

Item	Description	Qty.	Rate	Disc.	Total
<b>Audio</b>					
DAR	Digital Audio Recorder	1	\$250.00	15 %	\$212.50
MICPOD	Podium Microphone	1	\$50.00	15 %	\$42.50
MICTAB	Table Microphone	11	\$50.00	15 %	\$467.50
MICTAB	Table Microphone	1	\$50.00	15 %	\$42.50
Comments: At head table..					
MXR14	14 Channel Mixer	1	\$100.00	15 %	\$85.00
<b>Projection</b>					
MRPRJPKG	Meeting Room Projection Package	1	\$225.00	15 %	\$191.25
Comments: This includes: Large screen to fit room w/skirt, projection stand, 25'HDMI cable, extension cord, power strip and tech assistance					
<b>Sales</b>					
PFCPM	Post-It Flip Chart Pad and Markers	1	\$65.00		\$65.00
<b>Miscellaneous</b>					
INTTEL	Telephone Interface	1	\$200.00	15 %	\$170.00
PHONEDED	Telephone Line DED	1	\$0.00	15 %	\$0.00

Consortium

1747.95  
~~2271.82~~

7658.75  
1276.25

**Bryant  
Miller  
Olive**

RECEIVED

15 JUL 30 11 3:09

FINANCE DIVISION  
BOB INZER  
CLERK & COMPROLLER

Bob Inzer  
Clerk  
Leon County Clerk of Courts  
301 S. Monroe Street, Suite 100  
Tallahassee, FL 32301

Invoice Date: July 29, 2015  
Invoice No. 60417  
Client No. 26560.001

For professional services rendered and expenses incurred  
regarding Interlocal Agreement with Gulf Coast Consortium

Statement of Legal Services

			Hours	
03/04/2015	SHC	Review voicemail from C. Roe; research regarding interlocal forms; research regarding clerk's audit authority and responsibility; send distribution of funds language to C. Roe from similar interlocals	0.40	No Charge
03/04/2015	SHC	Review draft interlocal; edit same; research regarding same; memo to C. Roe and R. Hanna regarding edits; memo to C. Roe on background information and laws	1.40	No Charge
03/04/2015	CBR	Attend meeting with Clerk staff, Leon County staff, Gulf Consortium general counsel and consultants to discuss interlocal agreement between Consortium and Clerk providing for paying agent services by the Clerk's office; review related materials disseminated at meeting	2.10	No Charge
03/05/2015	SHC	Research regarding scope of clerk's audit function; memo to C. Roe regarding same; telephone conference with C. Roe regarding same	3.20	No Charge
03/05/2015	CBR	Research related to RESTORE Act and funding for State Expenditure Plan	2.50	
03/06/2015	SHC	Research clerk's powers and duties on audits; memo to C. Roe regarding same, forwarding same	0.40	No Charge
03/06/2015	CBR	Research related to RESTORE Act and funding for State Expenditure Plan; begin draft Interlocal Agreement	1.90	
03/09/2015	CBR	Draft and revise Interlocal Agreement; research related to RESTORE Act and funding for State Expenditure Plan; forward draft to R. Hanna and S. Churuti for review and comment	3.90	No Charge

Invoice Date: July 29, 2015  
 Invoice No. 60417  
 Client No. 26560.001

Leon County Clerk of Courts

03/11/2015	CBR	Review and incorporate comments to Interlocal Agreement from S. Churuti and R. Hanna; proof and finalize draft, forward to B. Coxen for review and comment by Clerk's staff; confer with B. Coxen regarding same; review comments from Clerk's staff	3.50	
03/12/2015	CBR	Confer with B. Coxen regarding draft interlocal and comments to same from Clerk's staff; incorporate comments, circulate blacklines; finalize first draft, distribute to working group for review and comments; review comments from M. Langton and H. Cullen	3.20	
03/31/2015	CBR	Confer with S. Bleakley regarding interlocal agreement and indemnification provision; related research	1.20	
04/07/2015	CBR	Revise indemnification language to address comments received from general counsel to consortium, forward draft to Clerk staff for review and comment; forward revised draft to S. Bleakley	0.30	
04/20/2015	CBR	Review comments to Interlocal Agreement from counsel to consortium, forward to Clerk's office for review	0.20	
04/30/2015	CBR	Review comments to Interlocal Agreement from B. Coxen, confer regarding same; incorporate all comments received from consortium counsel and clerk's office, forward revised draft to clerk's office for review and comment	1.60	
05/11/2015	CBR	Confer with B. Coxen, revise Interlocal Agreement according to her comments; forward revised draft with blackline to S. Bleakley	0.60	
05/29/2015	CBR	Confer with B. Coxen regarding latest comments to interlocal agreement from S. Bleakley and schedule for execution of agreement; confer with S. Bleakley regarding same	0.40	
06/30/2015	CBR	Review executed interlocal agreement provided by Gulf Consortium; confer with B. Coxen regarding same; facilitate delivery of interlocal agreement to Clerk for execution	0.40	
		<b>Current Services</b>	15.80	\$4,740.00
		Total No Charge Hours	11.40	
		<b>Net Fees after Billing Adjustment</b>		\$4,740.00

<u>Timekeeper</u>	<u>Recapitulation</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Susan H. Churuti	0.00	\$300.00	\$0.00
Christopher B. Roe	15.80	\$300.00	\$4,740.00

Leon County Clerk of Courts

Invoice Date: July 29, 2015  
Invoice No. 60417  
Client No. 26560.001

Total Current Work	<u>4,740.00</u>
Previous Balance Due	0.00
Balance Due	<u>\$4,740.00</u>

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
101 North Monroe Street, Suite 900  
Tallahassee, FL 32301

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Attn: Ramsey Sims  
Thank you for your business



2015 Florida Statutes

<p><u>Title XIX</u> PUBLIC BUSINESS</p>	<p><u>Chapter 287</u> PROCUREMENT OF PERSONAL PROPERTY AND SERVICES</p> <p><u>Entire Chapter</u></p>	<p><b>SECTION 055</b> <b>Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.</b></p>
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**287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. —**

- (1) **SHORT TITLE.**— This section shall be known as the “Consultants’ Competitive Negotiation Act.”
- (2) **DEFINITIONS.**— For purposes of this section:
  - (a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
  - (b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. [380.06](#) or ss. [163.3220-163.3243](#).
  - (c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
  - (d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
  - (e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.
  - (f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:
    - 1. A grouping of minor construction, rehabilitation, or renovation activities.
    - 2. A grouping of substantially similar construction, rehabilitation, or renovation activities.
  - (g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.
  - (h) A “design-build firm” means a partnership, corporation, or other legal entity that:
    - 1. Is certified under s. [489.119](#) to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
    - 2. Is certified under s. [471.023](#) to practice or to offer to practice engineering; certified under s. [481.219](#) to practice or to



offer to practice architecture; or certified under s. [481.319](#) to practice or to offer to practice landscape architecture.

(i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. [287.017](#) for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. [287.09451](#).

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.



(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.



(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. [337.11\(7\)](#), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed



completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. [1013.01](#), a prior project of that or any other board. Except for plans of a board as defined in s. [1013.01](#), public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. [1013.45](#) and [1013.46](#).

**History.**—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

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- i. Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a Local Business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that Local Business's bid was not greater than 110 percent of the lowest responsive and responsible bid amount.
  - ii. All contractual awards issued in accordance with the provisions of Section 5.08(M)(2)(a) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with Local Businesses, unless the successful individuals or firms prove to the County's satisfaction that the trade contractor work is not available locally within the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
- b) Section 5.08 (M)(2)(a) shall sunset and stand repealed on January 1, 2016 unless reviewed and saved from repeal through reenactment by the Board.
3. Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a Local Business as defined herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."
4. Waiver. The application of local preference to a particular purchase, contract, or category of contracts for which the County is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Board. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Board may be waived upon written recommendation of the Director of Purchasing and approval of the County Administrator.

*(Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)*

## **Section 5.09 COMPETITIVE SEALED PROPOSALS**

### **Section 5.09.1 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES**

- A. Purpose. The purpose of this section, and the procedures established hereunder, is to ensure compliance with Section 287.055 Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA). This act establishes parameters within which the County must select professional services from architects, engineers, landscape architects, surveyors, and mappers. The CCNA requires the County to select these services on a qualitative basis using prescribed criteria prior to any negotiations, which may consider the cost of such services.
- B. Public Announcement. It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, land surveying, and mapping services, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Purchasing Director may require firms to submit a statement of qualifications, performance data, and other information related to the performance of professional services.

1. Scope of Project Requirements.
  - a) For specific projects, the County office requesting the professional services shall submit to the Purchasing Director written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:
    - 1) the general purpose of the service or study;
    - 2) the objectives of the study or service;
    - 3) estimated period of time needed for the service or the study;
    - 4) the estimated cost of the service or study;
    - 5) whether the proposed study or service would or would not duplicate any prior or existing study or service; and
    - 6) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.
  - b) For Continuing Supply Services, the County office requesting the professional services shall submit to the Purchasing Director written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:
    - 1) the general purpose of the service or study;
    - 2) estimated period of time needed for the service or the study;
    - 3) the estimated cost of the service or study;
    - 4) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.
2. Review of Project Requirements. The Purchasing Director or his/her designee shall review the scope of project requirements and prepare a draft request for proposals. The draft RFP shall be submitted to the requesting office for consideration and revision, as may be needed, prior to public distribution of the RFP.
3. Distribution of RFP. The Purchasing Director shall distribute the RFP in accord with standard procedures including publication of legal notice, and provide notification of the date and time when such proposals are due. Public notice shall be as provided in Section 5.08 (C).
4. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director may negotiate on the best terms and conditions. The Purchasing Director shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.
5. Modification Prohibition. 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 Selection Committee (defined in Section 5.09.1(B) at any point in the process prior to contract negotiations.
6. Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the County is able to reuse existing plans from a prior project. However, public notice of any plans, which are intended to be reused at some future time, shall contain a statement that provides that the plans are subject to reuse.
7. Local preference in Requests for Proposals.
  - a) In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:



- i. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent.
    - ii. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent.
  - b) Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a Local Business as defined herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."
  - c) Waiver. The application of local preference to a particular purchase, contract, or category of contracts for which the County is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Board. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Board may be waived upon written recommendation of the Director of Purchasing and approval of the County Administrator.

*(Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)*

8. Exemptions. This section shall not apply to a professional service contract for a project where the basic construction cost is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or for a planning or study activity when the fee for professional services is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or in cases of valid public emergency so certified by the County Administrator. This section shall not apply to any requirement for professional services if a continuing contract is in effect and a determination is made to utilize the continuing contract to obtain such services.

C. CCNA Evaluation Committee Membership.

1. Depending on the expected complexity and expense of the professional services to be contracted, the County Administrator, or his/her designee shall determine whether a three member or five-member selection committee will best serve the needs of the County.
2. Membership of all Evaluation Committees shall be appointed by the County Administrator or his/her designee.
3. Public Meetings. In accordance with Florida Statute 286.011, all Evaluation Committee meetings subsequent to the opening of the solicitation are to be public meetings. The Chairperson shall be responsible to provide the Purchasing Division 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 Division 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 Committee Meeting on the public notice bulletin board in the Division offices and on the Leon County website. The Purchasing Director shall develop and implement Evaluation Committee procedures to ensure compliance with public meeting requirements.
4. Contact with the CCNA Evaluation Committee. Members of the CCNA Evaluation Committee are prohibited from discussing a project with any professional or professional firm 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 CCNA Evaluation Committee must be done in the public meetings only.
5. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.

- a) The initial ranking of proposals is based upon the points given in the Weighted Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing and MWSBE Divisions for Local preference and MWBE participation, respectively.
  - b) Shortlisting. The best-qualified respondents shall be based upon the CCNA 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 Weighted Scoring Sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Administrator, after input and discussion with the CCNA Evaluation Committee, approves adding additional firms to the shortlist.
6. Presentations/Interviews. The CCNA Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
7. Final Ranking. The CCNA Evaluation Committee shall utilize the 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 County Administrator or Board, as appropriate, for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.
- D. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Director or designee(s) or by a Negotiation Committee.
1. Negotiation Committee Membership. Membership of the three-member Negotiation Committee shall consist of:
    - a) the Purchasing Director, or the designee of the Purchasing Director who shall chair the committee,
    - b) the head of the primary using department or agency, or his/her designee,
    - c) the County Attorney or designee.
  2. Negotiation. The Negotiator(s) shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the County. In making this decision, the Negotiator(s) shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Negotiator(s) shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Negotiator(s) shall continue negotiations in accordance with this Section until an agreement is reached or until a determination has been made not to contract for such services.
  3. Continuing Contracts. Nothing in this section (5.091) shall be construed to prohibit continuing contracts for professional services between a firm and the County.

**Section 5.09.2 OTHER COMPETITIVE SEALED PROPOSALS**

- A. Conditions for Use. When the Director of Purchasing determines that the use of competitive sealed bidding is either not practical or not advantageous to the County, a contract may be entered into by the use of competitive sealed proposals.
- B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 5.09.1.

**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 13  
2016 Officer Elections**

**Executive Summary:**

The Board must elect the officers of the Consortium and fill the remaining two seats on the Executive Committee.

**Background:**

The elections of 2016 officers will be held at the Consortium's Board meeting on April 21, 2016. The three elected offices include: Chairman, Vice-Chairman and Secretary-Treasurer. The following is a summary of the election process as adopted by the Board:

- Self-nomination for one or more of the offices sought,
- Notification to the Interim Manager by December 15, 2015,
- Written approval by the respective Board of County Commissioners of the Director's candidacy provided to the Manager prior to the election,
- Re-election of an incumbent officer allowed,
- Election by written ballot, with a majority vote required of the Directors present and voting, and
- Newly elected officers take office immediately and serve until the election of new officers in 2017.

After the election of the officers, the three elected officers are required to select two additional Directors to serve as "at large," voting members of the Executive Committee. In 2013, 2014 and 2015, the Chairman called a special conference call meeting of the three elected officers to select the two at large members of the Executive Committee.

**Analysis:**

The Interlocal Agreement establishes the following elected officers: Chairman, Vice-Chairman and Secretary-Treasurer. These officers must be Directors and shall each serve a one year term, unless reelected. The duties of the Chairman include signing documents, calling meetings of the Board and taking such other actions and having such other powers as provided by the Board. See, Sec. 3.04, 3.05, 3.07. The Vice-Chairman is authorized to act in the absence or otherwise inability of the Chairman to act. Sec. 3.05. The Secretary-Treasurer is responsible for the minutes of the meetings and shall have other powers approved by the Board. Sec. 3.05. The Interlocal Agreement also provides that the Chairman, Vice-Chairman and Secretary-Treasurer shall select two other Directors who, together with the elected officers, shall constitute an Executive Committee.

Pursuant to the procedure adopted by the Board in November 2012 (copy attached), the Board is required to annually elect three officers from among the Directors at the first meeting of the year.

The nomination period election to the Executive Committee closed on December 15, 2015. The following individuals have self-nominated and are running for the following office in 2016:

<b><u>Candidate</u></b>	<b><u>Office</u></b>
Chris Constance (Charlotte)	Vice-Chairman, Secretary-Treasurer
Jack Mariano (Pasco)	At-Large Officer
George Neugent (Monroe)	Secretary-Treasurer
Grover Robinson (Escambia)	Chairman
Warren Yeager (Gulf)	Vice-Chairman, Secretary-Treasurer and At-Large Officer

**Fiscal Impact:**

None.

**Recommendation:**

Conduct election of a Chair, Vice-Chair and Secretary/Treasurer. Then, schedule an Executive Committee meeting for the selection of the remaining two members of the 2016 Executive Committee.

**Attachment:**

November 2012 adopted election process.

**Prepared by:**

Ginger Delegal  
Florida Association of Counties  
Interim Manager  
On: April 14, 2016

# **Gulf Consortium Process for Election of the Chairman, Vice Chairman and Secretary-Treasurer**

Adopted by the Board of Directors in November 2012.

Commencing with the elections in 2013 and applicable annually thereafter, the following election process is approved:

- **Date of Election.** Election of officers shall be held annually at the Board's first meeting of the calendar year (the "Election Meeting").
- **Term of Office.** An officer shall take office immediately upon election. The term of office shall end upon the election of the officer at the following year's Election Meeting of the Board
- **Self Nomination and Notification; Timelines.--** Any Director wishing to run for an elected office shall formally declare his/her candidacy by the Qualifying Date which is either December 15 of the year before the term begins, or such other date, as set by the Manager, that is not less than 20 days prior to the Election Meeting. The Manager shall provide notice to each Director of the Qualifying Date at least 45 days before the Election Meeting. The Director's declaration of candidacy must be in writing, stating the office or offices sought, and be received by the Manager on or before the Qualifying Date. The Director shall send the declaration of candidacy to the Manager by either (a) express delivery, return receipt requested, or (b) via electronic mail (email). The Manager shall acknowledge receipt of emails declaring candidacy within 24 hours of receipt. However, it shall be the responsibility of the Director declaring his or her candidacy to assure that the email has been received by the Manager on or before the qualifying date.
- **Board of County Commissioners Approval.--** On or before the Election Meeting, a Director who is a candidate for office shall cause to be delivered a letter or resolution to the Manager from that Director's board of county commissioners stating its support for that Director's candidacy for an officer of the Gulf Consortium.
- **Order of Election and Written Ballot.--** At the Election Meeting of the Board of Directors, the Manager shall conduct the election of the offices for the Chairman, Vice-Chairman and Secretary-Treasurer in that order. Qualified candidates shall be given an opportunity to address the Directors for three minutes each. After the candidates' presentation for the respective office, the Interim Manager shall issue a written ballot for each Director to vote his or her preference for that office.

- **Majority Vote Requirements.**-- A majority vote of the Directors present shall be required for the election of the officer. Voting shall continue until a majority vote of the Directors present is achieved for a candidate for the office. In case of a tie, the Interim Manager shall call for another vote for those tied until the office is filled by a majority vote of the Directors present.



**Gulf Consortium Board of Directors  
April 21, 2016**

**Agenda Item 14  
Receipt of FY 2014-2015 Independent Financial Audit**

**Statement of Issue:**

Discuss and receive the FY 2014/2015 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 2014/2015 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, 2015, 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 were available for questions during the April 13, 2016 Executive Committee meeting. As a result of that presentation, the Executive Committee is recommending receipt of the final audit report.

**Fiscal Impact:**

Under the Consortium's contract for services with Warren Averett for the FY 2014/2015 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: April 14, 2016

**Attachment:**

FY 2014/2015 Independent Financial Audit

**Action Taken:**

Motion to: \_\_\_\_\_, Made by: \_\_\_\_\_;

Seconded by: \_\_\_\_\_.

Approved\_\_\_\_; Approved as amended\_\_\_\_; Defeated\_\_\_\_\_.

**GULF CONSORTIUM**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2015**

**GULF CONSORTIUM  
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SEPTEMBER 30, 2015**

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## 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, 2015, 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, 2015, and the respective changes in financial position, and 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 11, 2016, 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.



Fort Walton Beach, Florida  
March 11, 2016



## **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, 2015. It should be read in conjunction with the Consortium's financial statements which follow this section.

### **FINANCIAL HIGHLIGHTS**

- The Consortium's net position was \$15,815 as a result of this year's operations. Revenues consisted of member dues, which were assessed to each participating county.

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

The Gulf Consortium is a public entity created in October 2012 by Inter-local 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 to develop a State Expenditure Plan for economic and environmental recovery of the Gulf coast in Florida following the Deepwater Horizon oil spill. The RESTORE Act was passed by the Congress on June 29, 2012 and signed into law on July 6, 2012 by the President.

The Consortium Board of Directors consists of one representative from each of the 23 counties. 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. Since its inception, the Consortium has held several committee meetings to begin developing Florida's State Expenditure Plan.

To avoid duplication and to effectively utilize available resources, Florida's local governments are working in partnership with the State of Florida to fully recover the Gulf of Mexico following the Deepwater Horizon disaster. To foster the development of the State Expenditure Plan, enhance coordination, and to also ensure consistency with the goals and objectives of the Gulf Coast Ecosystem Restoration Council's Draft Initial Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy, the Consortium has entered into a Memorandum of Understanding with Florida Governor Rick Scott.

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 \$15,815 as of September 30, 2015. 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 2015 but those services were delayed until fiscal year 2016. The Consortium had limited activity during fiscal 2015.

Table 2 focuses on the change in net position. Net position at the end of the year was \$15,815. Operating revenues consist of membership dues paid by each of the 23 participating counties. Operating expenses consist of management, legal and other professional fees, and meeting and notice expenses incurred by the Consortium.

**Table 1  
GULF CONSORTIUM  
STATEMENTS OF NET POSITION  
AS OF SEPTEMBER 30, 2015 AND 2014**

	<b>Business-Type Activities</b>	
	<b>2015</b>	<b>2014</b>
Current and other assets	\$ 47,949	\$ 21,468
<b>Total assets</b>	<b>47,949</b>	<b>21,468</b>
Accounts payable	32,134	13,174
<b>Total liabilities</b>	<b>32,134</b>	<b>13,174</b>
Net position		
Unrestricted	15,815	8,294
<b>Total net position</b>	<b>\$ 15,815</b>	<b>\$ 8,294</b>

**Table 2**  
**GULF CONSORTIUM**  
**STATEMENTS OF CHANGES IN NET POSITION**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014**

	<b>Business-Type Activities</b>	
	<b>2015</b>	<b>2014</b>
<b>REVENUES</b>		
Operating revenues	\$ 140,071	\$ 233,633
<b>EXPENSES</b>		
Operating expenses	132,550	225,339
<b>CHANGE IN NET POSITION</b>	7,521	8,294
<b>NET POSITION AT BEGINNING OF YEAR</b>	8,294	-
<b>NET POSITION AT END OF YEAR</b>	<u>\$ 15,815</u>	<u>\$ 8,294</u>

**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, 2015. 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, 2015**

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**ASSETS**

Current assets

Cash

\$ 47,949

**TOTAL ASSETS**

47,949

**LIABILITIES**

Current liabilities

Accounts payable

32,134

**TOTAL LIABILITIES**

32,134

**NET POSITION**

Unrestricted

15,815

**TOTAL NET POSITION**

\$ 15,815

See notes to the financial statements.

**GULF CONSORTIUM**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2015**

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**OPERATING REVENUES**

Membership dues	\$ 140,050
Other	<u>21</u>
Total operating revenues	<u>140,071</u>

**OPERATING EXPENSES**

Management	60,000
Legal and other professional fees	63,000
Travel and other	<u>9,550</u>
Total operating expenses	<u>132,550</u>

**CHANGE IN NET POSITION**

7,521

**NET POSITION AT BEGINNING OF YEAR**

8,294

**NET POSITION AT END OF YEAR**

\$ 15,815

See notes to the financial statements.

**GULF CONSORTIUM  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

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**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from members	\$ 140,050
Payments to vendors for services	(113,590)
Receipts from other sources	<u>21</u>
Net cash provided by operating activities	<u>26,481</u>
<b>NET INCREASE IN CASH</b>	26,481
<b>CASH AT BEGINNING OF YEAR</b>	<u>21,468</u>
<b>CASH AT END OF YEAR</b>	<u><u>\$ 47,949</u></u>
 <b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED IN OPERATING ACTIVITIES</b>	
Operating income	\$ 7,521
Adjustments to reconcile operating income to net cash provided by operating activities:	
Increase (decrease) in liabilities:	
Accounts payable	<u>18,960</u>
Net cash provided by operating activities	<u><u>\$ 26,481</u></u>

See notes to the financial statements.



**GULF CONSORTIUM  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

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**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 Restoration 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 Restoration 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 Restoration Council, and 3) act as a resource and advocate for Consortium members.

During the year ended September 30, 2015, the Gulf Consortium planning grant application to prepare Florida's State Expenditure Plan (FSEP) was submitted to the Restoration Council. Funds requested are approximately \$4.38 million over a two year period. As of the date of this report formal approval by the Restoration Council of the planning grant application has not been received.

On September 29, 2015, the Restoration Council published its proposed rule on the RESTORE Act, Spill Impact component state allocation formula. The Spill Impact component represents 30% of a portion of civil fines and administrative penalties derived from the Clean Water Act and is expected to be \$1.32 billion. The proposed allocation of the Spill Impact component for the State of Florida was 18.36% of the total designated or approximately \$242 million based on the expected settlement further disclosed in Note 5. The rule is contingent upon the final court order related to the settlement.

**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, 2015, 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.

**GULF CONSORTIUM  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

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

**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.

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.

**Subsequent Events**

Subsequent events were evaluated through March 11, 2016, which is the date the financial statements were available to be issued.

**2. CASH**

At September 30, 2015, cash consists of \$47,949 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.

**GULF CONSORTIUM  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

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### **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. The status of that settlement is further disclosed in Note 5 to the financial statements.

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. As of September 30, 2015, no federal funds have been awarded to the Consortium.

### **4. 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 MOU 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 Restoration Council). As part of the MOU, 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 Restoration 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, 2015, totaled \$60,000.

#### **Leon County, Florida**

The Consortium has an interlocal agreement with Leon County, Florida to provide all necessary personnel to develop a competitive procurement policy and procurement services as needed. The level of effort related to these services were not significant during the year ended September 30, 2015, and as such no expenses or related in-kind revenue have been recorded.

**GULF CONSORTIUM  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

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**5. SUBSEQUENT EVENT**

In October of 2015, the federal and state agencies responsible for overseeing restoration proposed to accept a settlement from BP that will provide for a comprehensive portfolio of restoration activities. The total settlement was \$20.8 billion. BP must pay \$5.5 billion plus interest as a civil penalty under the Clean Water Act. Of that 80% of the penalty is allocated for environmental restoration, economic recovery projects, and tourism and seafood promotion in Alabama, Florida, Louisiana, Mississippi and Texas. An additional \$8.1 billion, plus up to an additional \$700 million for adaptive management and unknown conditions, is natural resources damages for early restoration projects. The designated federal and state trustees will use these funds to restore Gulf of Mexico natural resources injured in the spill. Settlement terms also include \$600 million to the United States government for natural resource damage assessments and reimbursements for costs to respond and resolve the investigation and a maximum of \$5.9 billion to the impacted States and Local economic claims which will be settled by the individual parties involved. The settlement is currently under separate public review and comment process conducted by the Federal Department of Justice.

**INDEPENDENT ACCOUNTANTS' REPORT ON AN EXAMINATION OF  
COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER  
10.550, RULES OF THE AUDITOR GENERAL**

To the Members of the Gulf Consortium

We have examined the Gulf Consortium's (the Consortium) compliance with Florida Statute 218.415 in regards to the investments for the year ended September 30, 2015:

Management is responsible for the Consortium's compliance with those requirements. Our responsibility is to express an opinion on the Consortium's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Consortium's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Consortium's compliance with specified requirements.

In our opinion, the Gulf Consortium complied, in all material respects, with Florida Statute 218.415 in regards to the investments for the year ended September 30, 2015.

*Warren Averett, LLC*

Fort Walton Beach, Florida  
March 11, 2016

**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, 2015, 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 11, 2016.

**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 11, 2016

## 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, 2015, and have issued our report thereon dated March 11, 2016.

### 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* and Independent Accountants' Report on an Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in this report, which is dated March 11, 2016, 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(l)(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. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and 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 conditions 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. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Consortium, for the fiscal year ended September 30, 2015, 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, 2015. 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 greatly appreciate the assistance and cooperation extended to us during our audit.

*Warren Averett, LLC*

Fort Walton Beach, Florida  
March 11, 2016