

FAC RESTORE ACT Meeting Attendees

August 16, 2012

Bay County (Panama City Beach)

Ralph	Agnew	Santa Rosa
Timothy	Alexander	Dixie
Donna	Allen	EcoGulf
Don	Amunds	Okaloosa
Paul	Arthur	Walton
Terrell	Avline	Bay
Patrick	Barcos	Okaloosa-Citizen
Timothy	Barden	Wakulla
Betsy	Barfield	Jefferson
Cindy	Barry	Bay
Parrish	Barwick	Jefferson
Rebecca	Bays	Citrus
Kim	Bodine	GCWB
Bob	Bodine	Bodine & Assoc. / Bay
Bethany	Boggs	US Congressman Steve Southerland
Michael	Bomar	Oil Spill Response Commission
Scott	Brannon	Walton
Alan	Brock	Wakulla
Jack	Brown	Taylor
Don	Butler	Gulf
Gail	Carmody	EcoGulf
Jason	Catalano	Walton
Susan	Clementson	Franklin
Alan	Collins	RMA Baywatch
Sara	Comander	Walton
Debra	Corkhill	Economic Development Consulting
Patrice	Couch	RMA Baywatch
Paul	Craft	Leon
Jim	Curry	Okaloosa
Tom	Daly	Franklin
Gerry	Demers	Walton
Bryan	Desloge	Leon
Eric	Dohner	Oil Spill Response Commission
Bill	Dozier	Bay
Ron	Ellington	Innisfree Hotels
Pam	Feagle	Taylor
Susan	Feathers	University of West Florida
Linda	Fitzhugh	Gulf Coast State College
Michael	Flynt	Walton
Brenda	Follis-Lengye	Okaloosa
Susan	Forsyth	Walton
Chuck	Fuller	Gulf Coast Marine Life Center
Melissa	Gabraiel	Escambia
George	Gainer	Bay

FAC RESTORE ACT Meeting Attendees
August 16, 2012
Bay County (Panama City Beach)

Valerie	Garman	Panama City News Herald
Roman	Gastesi	Monroe
Jessica	Graham	FWC
Karen	Hawes	Lee
Barry	Henderson	City of Ft. Walton
Marsha	Hosack	Sarasota
Lonnie	Houck	Taylor
Charlie	Hunsicker	Manatee
Pinki	Jackel	Franklin
Jennifer	Jenkins	Gulf
Sheree	Keeler	Wakulla
Deb	Keller	All of Florida, Leon & Panhandle
Kaye	Kendrick	Kay Kendrick Ent., LLC
Felicia	Kitzmiller	Panama City News Herald
Chip	LaMarca	Broward
Maggi	LeClair	Gulf Coast State College
Jay	Liles	Florida Wildlife Federation
Bill	Little	Sarasota
Ginger	Littleton	Bay
Lane	Lynchard	Santa Rosa
Bob	Majka	Bay
TJ	Marshall	Ocean Conservancy
Peggy	Mathews	MW Consulting
Jim	Melvin	Santa Rosa
Tracy	Melvin	BP
Linda	Millsap	Friends of Grand Lagoon-Bay County
Amy	Mixon	Ecology & Environment
Fred	Moody	Levy
Jim	Muller	Muller & Assoc. Inc.
Les	Nelson	Candidate for Commission
George	Neugent	Monroe
Jeremy	Novak	Gulf
Anita	Page	Walton
Laura	Paris	RMA Baywatch
Dave	Parisot	Okaloosa
Smokey	Parrish	Franklin
Scarlett	Phaneuf	Walton
Tamara	Pigott	Lee
Pam	Portwood	Wakulla
Richard	Reeves	SCG Govt. Affairs
Teye	Reeves	Floridian Partners
Toni	Riordian	Apalachicola Riverkeeper
Grover	Robinson	Escambia
Cheryl	Sanders	Franklin
Christy	Scally	Walton

FAC RESTORE ACT Meeting Attendees

August 16, 2012

Bay County (Panama City Beach)

Karen	Schoen	Washington
Sam	Seevers	Destin
Jeff	Sharkey	Capitol Alliance Group
Rebecca	Sherry	Condo Alliance of Okaloosa Island
Bob	Shillinger	Monroe
Ed	Smith	Bay
Woodrow	Speed	Ecology & Environment
Mike	Standley	Baskerville Donovan
Lane	Stephens	SCG Govt. Affairs
Dave	Sterre	Friends of Grand Lagoon-Bay County
Jason	Stoltzfus	Charlotte
Michael	Sturdivant	Walton
Lisa	Tennyson	Monroe
Mike	Thomas	Bay
Mike	Thomas	Bay
Melissa	Thompson	US Congressman Steve Southerland
Dan	Tonsmeire	Apalachicola Riverkeeper
Guy	Tunnell	Bay
Diane	Vitale	Washington
Robin	Vroegop	The Half Shell Web Forum
Jim	Waite	Baskerville Donovan
Hunter	Walker	Santa Rosa
Stephen	Webster	MW Consulting
Jack	Wert	Collier
Allen	White	Bay
David	White	National Wildlife Federation
Kate	Wilkes	Santa Rosa
Keith	Wilkins	Escambia
Bill	Williams	Gulf
Charles	Wood	TCC / Wakulla
Warren	Yeager	Gulf



RESTORE Act Meeting

Thursday, August 16, 2012

10:00 am to 12:00 pm CDT

Wyndham Bay Point Resort

4114 Jan Cooley Dr., Panama City Beach, FL 32408

AGENDA

Welcome

FAC President

Opening & Introductions

Chris Holley, FAC Executive Director

Overview

John Wayne Smith, Consultant
William Peebles, P.A.

Distribution for 8 Disproportionately Affected Counties

John Wayne Smith, Consultant
William Peebles, P.A.

- US Treasury Department

Consortium

- Interlocal Agreement

Mark Mustian, Esq., Shareholder
Nabors, Giblin & Nickerson, P.A.

Partnership with the State

Chris Holley, FAC Executive Director

Commission on Oil Spill Response

Michael Bomar, P.E., Tetra Tech
State Consultant for the Commission on Oil Spill Response

Next Steps

Doug Darling, FAC RESTORE Act Consultant

- Budget
- Transition
- Timeline – Signing of Interlocal Agreement

Conclusion & Adjournment

Chris Holley, FAC Executive Director

Calendar of Events:

September 19, 2012 from 10:00 – 12:00, FAC Policy Conference in Pinellas County

Date & Time TBD, FAC Legislative Conference in Sarasota County (November 28-30, 2012)

Transition Planning Assumptions

- Goal is to have RESTORE Consortium setup and running by October 1, 2012
- Once established, the Consortium will be responsible for implementation of the RESTORE Act
- Until October 1, 2012, or whenever the Consortium is established, FAC will facilitate and coordinate the transition (detail below)

Transition Period (now - October 1, 2012*)

- FAC has hired Doug Darling to assist during this period. John Wayne Smith and Bill Peebles are also available and involved
- Goals of Transition Period
 - Establish framework for Consortium Membership
 - Counties
 - State involvement
 - Other stakeholders
 - Facilitate the planning for establishment of Consortium
 - Budget
 - Proposed expenses
 - Proposed cost sharing
 - Initial policy guidelines
 - Advocacy & lobbyist (State & Federal)
 - Counties
 - State Agencies (DACS/DEP/FWCC/DEO/NRDA/WMD)
 - Visit Florida
 - Enterprise Florida
 - State Stakeholders (Hotels/Restaurants/TDC's/Environmental Groups)
 - Governor's Office
 - Legislative Leadership
 - Commission on Oil Spill Response
 - Federal Agencies
 - U.S. Treasury
 - Other States
 - Preliminary legal analysis
 - Proposed legal establishment
 - Initial incorporation documents
 - Initial By-Laws
 - Communications

- Communications Plan
- FAC Website
- Establish Public Records protocol
- In-coming calls
- Public Meetings
- Proposed Timeline
 - Proposed Consortium Structure, Membership, Legal formation, presented to Executive Committee August 16
 - September
 - Build consensus with Consortium members
 - Resolutions passed in counties
 - Other participants appointed
 - Fully brief Governor's Council Appointee
 - Develop FAC phase-out plan
- Proposed Transition Budget (July 1-Dec 1)
 - \$3,000/month – consultant
 - \$20,000 – legal
 - \$5,000 – FAC Travel
 - \$8,000 – Meeting Expenses
 - Estimate 8 meetings with Counties
 - NRDA Coordination - \$2,000
 - Total Proposed Transition Budget = \$53,000
- Proposed Funding Structure
 - 8 Counties – 75%
 - Original proposed formula
 - 15 Counties – 25%
 - Estimated formula from RESTORE Act

<u>COUNTY</u>	<u>POPULATION</u>	<u>ESTIMATED ALLOCATION</u>	<u>AMOUNT</u>
ESCAMBIA	297,619	27%	\$12,960
SANTA ROSA	151,372	10%	\$4,800
OKALOOSA	180,822	16%	\$7,680

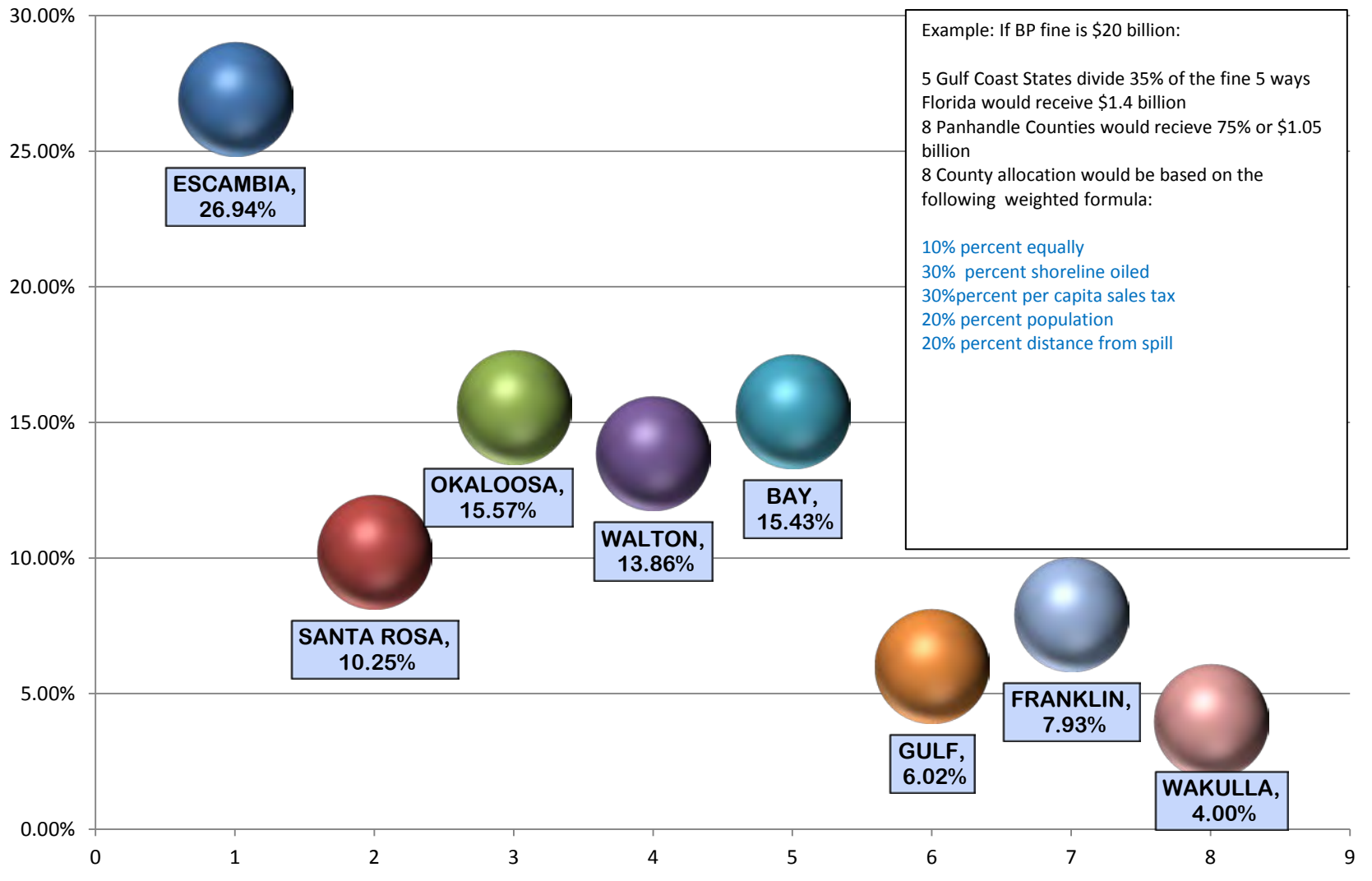
<u>COUNTY</u>	<u>POPULATION</u>	<u>ESTIMATED ALLOCATION</u>	<u>AMOUNT</u>
WALTON	55,043	14%	\$6,720
BAY	168,852	15%	\$7,200
GULF	15,863	6%	\$2,880
FRANKLIN	11,549	8%	\$3,840
WAKULLA	30,776	4%	\$1,920
JEFFERSON	14,761	4%	\$640
TAYLOR	22,570	4%	\$640
DIXIE	16,422	3%	\$480
LEVY	40,801	4%	\$640
CITRUS	141,236	5%	\$800
HERNANDO	172,778	5%	\$800
PASCO	464,697	7%	\$1,120
PINELLAS	916,542	11%	\$1,760
HILLSBOROUGH	1,229,226	13%	\$2,080
MANATEE	322,833	7%	\$1,120
SARASOTA	379,448	7%	\$1,120
CHARLOTTE	159,978	5%	\$800
LEE	618,754	9%	\$1,440
COLLIER	321,520	7%	\$1,120
MONROE	73,090	8%	\$1,280

**ALLOCATION FORMULA
DRAFT 091211**

	Ten Percent	Oiled Coastline		Population	Mean Distance			Sales Tax	Per Capita		Ninety Percent	10% + 90% TOTAL
Escambia	12.50%	57.6	34.35%	297,619.00	32.64%	12.81	39.14%	\$39,567,388	\$132.95	12.94%	28.54%	26.94%
Santa Rosa	12.50%	4.1	2.44%	151,372.00	16.60%	5.78	17.66%	\$12,503,059	\$82.60	8.04%	10.00%	10.25%
Okaloosa	12.50%	26	15.50%	180,822.00	19.83%	4.14	12.65%	\$29,485,463	\$163.06	15.87%	15.91%	15.57%
Walton	12.50%	24.6	14.67%	55,043.00	6.04%	2.97	9.07%	\$12,422,834	\$225.69	21.97%	14.01%	13.86%
Bay	12.50%	31.4	18.72%	168,852.00	18.52%	2.35	7.18%	\$28,886,958	\$171.08	16.65%	15.75%	15.43%
Gulf	12.50%	9.8	5.84%	15,863.00	1.74%	2.03	6.20%	\$1,066,547	\$67.23	6.54%	5.30%	6.02%
Franklin	12.50%	14.2	8.47%	11,549.00	1.27%	1.57	4.80%	\$1,452,158	\$125.74	12.24%	7.43%	7.93%
Wakulla	12.50%	0	0.00%	30,776.00	3.37%	1.08	3.30%	\$1,811,144	\$58.85	5.73%	3.05%	4.00%
		167.7	99.99%	911,896.00	100.00%	32.73	100.00%	\$127,195,551	\$1,027.20	100.00%	100.00%	100%

	Five Billion	Ten Billion	Fifteen Billion	Twenty Billion
Escambia	\$ 56,571,351.95	\$ 113,142,703.89	\$ 169,714,055.84	\$ 226,285,407.79
Santa Rosa	\$ 21,517,914.51	\$ 43,035,829.03	\$ 64,553,743.54	\$ 86,071,658.06
Okaloosa	\$ 32,690,935.77	\$ 65,381,871.53	\$ 98,072,807.30	\$ 130,763,743.07
Walton	\$ 29,112,373.46	\$ 58,224,746.92	\$ 87,337,120.38	\$ 116,449,493.85
Bay	\$ 32,395,909.21	\$ 64,791,818.43	\$ 97,187,727.64	\$ 129,583,636.86
Gulf	\$ 12,649,290.97	\$ 25,298,581.94	\$ 37,947,872.91	\$ 50,597,163.88
Franklin	\$ 16,660,090.88	\$ 33,320,181.76	\$ 49,980,272.64	\$ 66,640,363.52
Wakulla	\$ 8,396,463.25	\$ 16,792,926.49	\$ 25,189,389.74	\$ 33,585,852.99
	\$ 209,994,330.00	\$ 419,988,660.00	\$ 629,982,990.00	\$ 839,977,320.00

Disproportionally Affected Counties Allocation



Example: If BP fine is \$20 billion:
 5 Gulf Coast States divide 35% of the fine 5 ways
 Florida would receive \$1.4 billion
 8 Panhandle Counties would receive 75% or \$1.05 billion
 8 County allocation would be based on the following weighted formula:

- 10% percent equally
- 30% percent shoreline oiled
- 30%percent per capita sales tax
- 20% percent population
- 20% percent distance from spill

	Population 2010 Census	Proportionate Share	Sales Tax Per Capita	Proportionate Share	Distance to DWH	Proportionate Share	Inverse Proportion	Estimated Allocation
Charlotte	159,978	3.27%	127.40	6.45%	698,666	7.4%	5.85%	5.17%
Citrus	141,236	2.89%	85.90	4.35%	590,799	6.3%	6.92%	4.70%
Collier	321,520	6.57%	183.07	9.27%	775,680	8.3%	5.27%	7.03%
Dixie	16,422	0.34%	48.47	2.45%	525,021	5.6%	7.78%	3.49%
Hernando	172,778	3.53%	90.93	4.60%	592,839	6.3%	6.89%	4.99%
Hillsborough	1,229,226	25.11%	156.36	7.92%	610,369	6.5%	6.69%	13.36%
Jefferson	14,761	0.30%	52.62	2.66%	472,097	5.0%	8.66%	3.84%
Lee	618,754	12.64%	156.12	7.91%	715,632	7.6%	5.71%	8.79%
Levy	40,801	0.83%	74.52	3.77%	568,273	6.0%	7.19%	3.90%
Manatee	322,833	6.60%	144.26	7.30%	622,336	6.6%	6.57%	6.82%
Monroe	73,090	1.49%	378.34	19.16%	913,479	9.7%	4.47%	8.31%
Pasco	464,697	9.49%	95.31	4.83%	593,404	6.3%	6.89%	7.09%
Pinellas	916,542	18.73%	142.00	7.19%	590,602	6.3%	6.92%	11.02%
Sarasota	379,448	7.75%	149.56	7.57%	634,421	6.8%	6.44%	7.26%
Taylor	22,570	0.46%	90.00	4.56%	494,401	5.3%	8.26%	4.39%
	4,894,656	100%	\$ 1,974.86	100%	9,398,019	100%	101%	100%

	Five Billion	Ten Billion	Fifteen Billion	Twenty Billion
Charlotte	\$3,619,072	\$7,238,144	\$10,857,217	\$14,476,289
Citrus	\$3,289,174	\$6,578,348	\$9,867,522	\$13,156,696
Collier	\$4,921,602	\$9,843,203	\$14,764,805	\$19,686,406
Dixie	\$2,444,616	\$4,889,232	\$7,333,849	\$9,778,465
Hernando	\$3,495,884	\$6,991,767	\$10,487,651	\$13,983,535
Hillsborough	\$9,352,415	\$18,704,829	\$28,057,244	\$37,409,659
Jefferson	\$2,686,624	\$5,373,248	\$8,059,873	\$10,746,497
Lee	\$6,153,756	\$12,307,511	\$18,461,267	\$24,615,023
Levy	\$2,731,032	\$5,462,064	\$8,193,095	\$10,924,127
Manatee	\$4,773,857	\$9,547,715	\$14,321,572	\$19,095,429
Monroe	\$5,814,140	\$11,628,281	\$17,442,421	\$23,256,561
Pasco	\$4,965,041	\$9,930,082	\$14,895,123	\$19,860,165
Pinellas	\$7,715,794	\$15,431,588	\$23,147,382	\$30,863,175
Sarasota	\$5,082,248	\$10,164,496	\$15,246,743	\$20,328,991
Taylor	\$3,071,633	\$6,143,266	\$9,214,899	\$12,286,532
	\$70,116,887	\$140,233,775	\$210,350,662	\$280,467,550

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

Among

[INSERT COUNTY NAMES]

Dated as of _____, 2012

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	
SECTION 1.01. DEFINITIONS.	3
ARTICLE II THE CONSORTIUM	
SECTION 2.01. CREATION.	5
SECTION 2.02. PURPOSES.	5
SECTION 2.03. CONSORTIUM MEMBERS.	6
SECTION 2.04. DURATION OF CONSORTIUM.	6
ARTICLE III MEMBERSHIP AND REPRESENTATION	
SECTION 3.01. MEMBERSHIP.	7
SECTION 3.02. REPRESENTATION.	7
SECTION 3.03. ACTION.	8
SECTION 3.04. ELECTION OF OFFICERS.	8
SECTION 3.05. AUTHORITY OF OFFICERS.	8
SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.	9
SECTION 3.08. MEETINGS.	9
SECTION 3.09. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS.	10
SECTION 3.10. EXPENSES.	10
SECTION 3.11. LIABILITY.	10
ARTICLE IV POWERS AND DUTIES	
SECTION 4.01. POWERS.	11
SECTION 4.02. ANNUAL BUDGET.	14
SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.	14

ARTICLE V
MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY.	15
SECTION 5.02. FILING.	15
SECTION 5.03. IMMUNITY.	15
SECTION 5.04. LIMITED LIABILITY.	16
SECTION 5.05. AMENDMENTS.	16
SECTION 5.06. SEVERABILITY.	16
SECTION 5.07. CONTROLLING LAW.	16
SECTION 5.08. EFFECTIVE DATE.	16

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

THIS INTERLOCAL AGREEMENT, dated as of _____, 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.

W I T N E S S E T H:

WHEREAS, each of the Consortium Members are political subdivisions or other government agencies 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, Pursuant to Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), 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 source 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 Consortium Members are counties which were impacted by Deepwater Horizon 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, collectively, the "Home Rule" powers and all provisions of general law granting powers and authority to each Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, Chapter 166, Florida Statutes, the Interlocal Act, and other applicable provisions of law.

"Affected County" shall have the meaning set forth in the Restore Act.

"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 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, in the planning, administration and expenditure of that Member's share provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the Restore Act;

(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: **(INSERT COUNTIES)**_____.

(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 3.08 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 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 Secretary-Treasurer to conduct the meetings of the Authority 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.

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.

(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 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 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(2), (3), (4), (6), (7), (11), (13), (15), (17), (23) and (24) hereof, and such other powers as may be designated by 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.

(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.

(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 and which shall be consistent in all instances with the applicable provisions of the Financing Documents.

(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 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 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 funds from the Trust Fund provided to disproportionately and nondisproportionately impacted Counties.

(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 in each county wherein a Consortium Member is located.

SECTION 5.03. IMMUNITY.

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

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

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

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

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

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

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

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



How a Joint Public Entity Can Serve Affected Counties in the Implementation of the RESTORE Act

The joint public entity is tentatively titled the “Gulf Consortium.” The Gulf Consortium can be authorized to serve the 23 “affected counties,” including the 8 disproportionately affected counties and the 15 non-disproportionately affected counties in implementing any or all of the following aspects of the RESTORE Act.

WHY a joint entity? – Gulf Consortium

REQUIRED

- In the state of Florida, the RESTORE Act provides that “a consortia of local political subdivisions” will develop the state economic and environmental restoration plan. The consortia shall include at a minimum “a representative of each affected county”.
- The consortium is responsible for the development and implementation of Florida’s plan that will be funded based on a state “impact allocation” formula. It is estimated that Florida will receive 19-20 % of these funds.

COORDINATION

- The RESTORE Act provides for multiple pot: three separate funding pots for economic and environmental restoration and an additional pot emphasizing monitoring and research.
- The projects and programs developed will very likely require the planning and cooperation of multiple jurisdictions.
- The Gulf Consortium can propose and implement large-scale projects and programs to be funded by the Gulf Coast Ecosystem Restoration Council, which is responsible for developing a Master Gulf Coast Regional plan.
- The Gulf Consortium can also help identify projects for the Natural Resource Damage Assessment (NRDA).

TECHNICAL ASSISTANCE

- The Consortium may be authorized to assist any of the 23 affected counties (if they so desire) in the plan development, implementation and administration of the 35 percent of RESTORE Act funds that constitute Florida’s share as a Gulf Coast State and are allocated directly to the 23 counties. These funds are not subject to further appropriation.

FLEXIBILITY

- The Consortium can establish itself in almost any format, including
 - Multiple (Joint Interest or geographic) county groups,
 - Include state entities
 - Include other stakeholders

OVERSIGHT & COMPLIANCE

- Consortium can coordinate the 23 affected counties in the development of the Federal rules to implement the RESTORE Act.
- Consortium can provide a process that will be open and transparent to the public.

HOW do I get one? – Gulf Consortium

Joint Public Entity

- Chapter 163, Florida Statutes, authorizes counties and other public agencies to agree to use their powers jointly through the formation of another governmental entity so that they can efficiently address their mutual needs.
- The idea of a separate legal entity created by two or more counties is much like the concept of a corporation or LLC that any person can create. A corporation has a charter and bylaws, which contain the powers of the corporation. The corporation is subject to laws and regulation that do not necessarily apply to human beings, and vice versa. Separate legal entities are common mechanisms through which counties and cities accomplish mutual goals.
- A list of some of the separate government entities formed by counties and municipalities in Florida is provided in a separate document.

Formation By Resolution

- Counties desiring to join together can form a separate legal entity through the adoption of an identical resolution by each of the participating boards of county commissioners. At a minimum, section 163.01 requires the participation by two counties to create a separate government entity.

Powers

- The powers of the separate government entity are established in the resolutions creating the entity.
- Generally, a separate government entity may be granted “any power, privilege, or authority which . . . [the counties] share in common and which each might exercise separately.” Sec. 163.01(4), Fla. Stat. Sections 163.01(5) and (7) authorizes the separate government entity to exercise broad governmental powers, which can be further specified and limited in the resolution creating the entity. Thereafter, the powers of the separate government entity can be more fully developed and refined in the bylaws adopted by the participating counties.

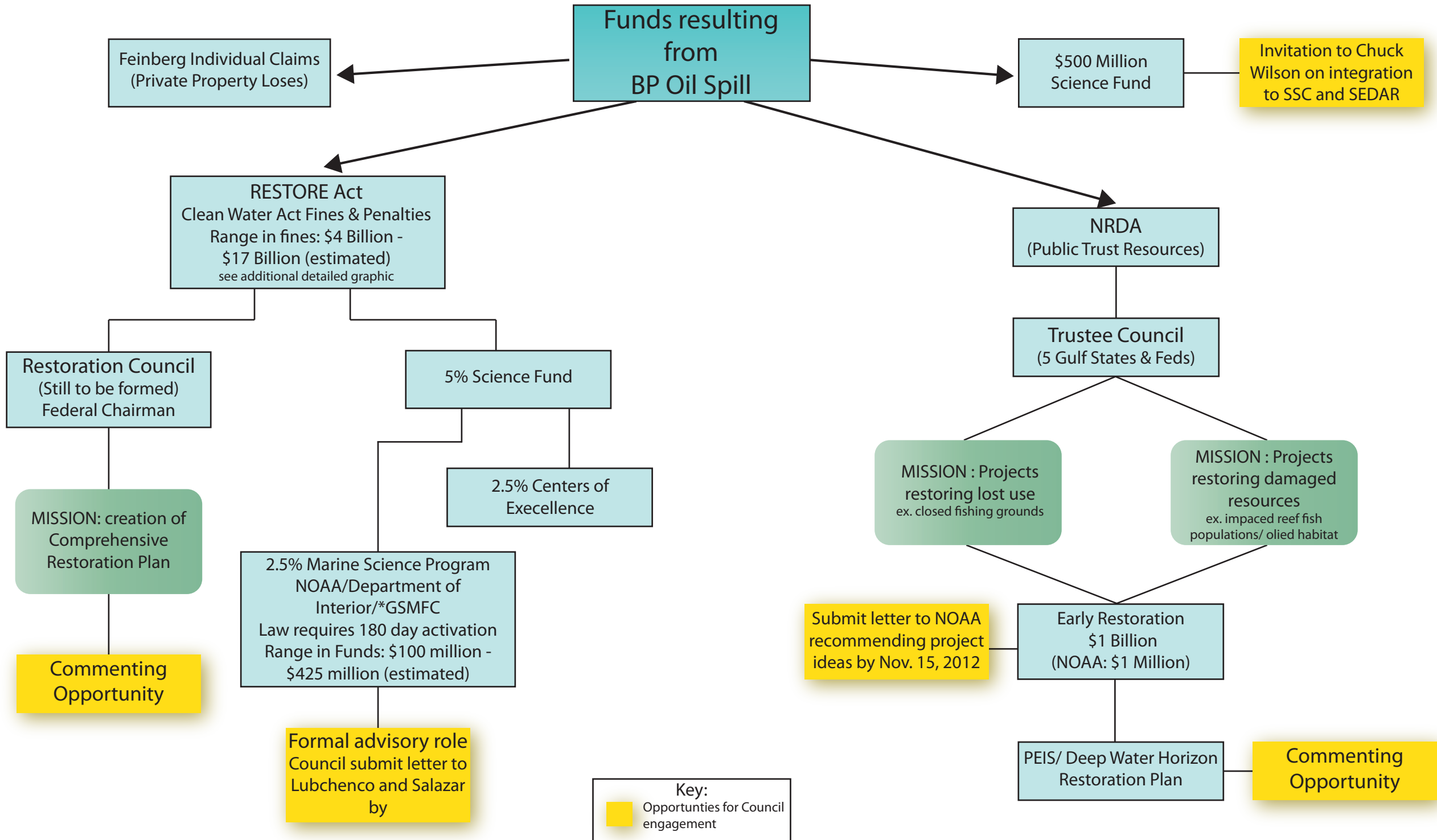
Organization & Governance Structures

- The bylaws and resolution provide for the governance structure of the separate governmental entity.
- The structure can be created in any manner that will serve the interests of the participating counties, including having more than one governing body, each of which can be given separate responsibilities for different purposes.

Costs

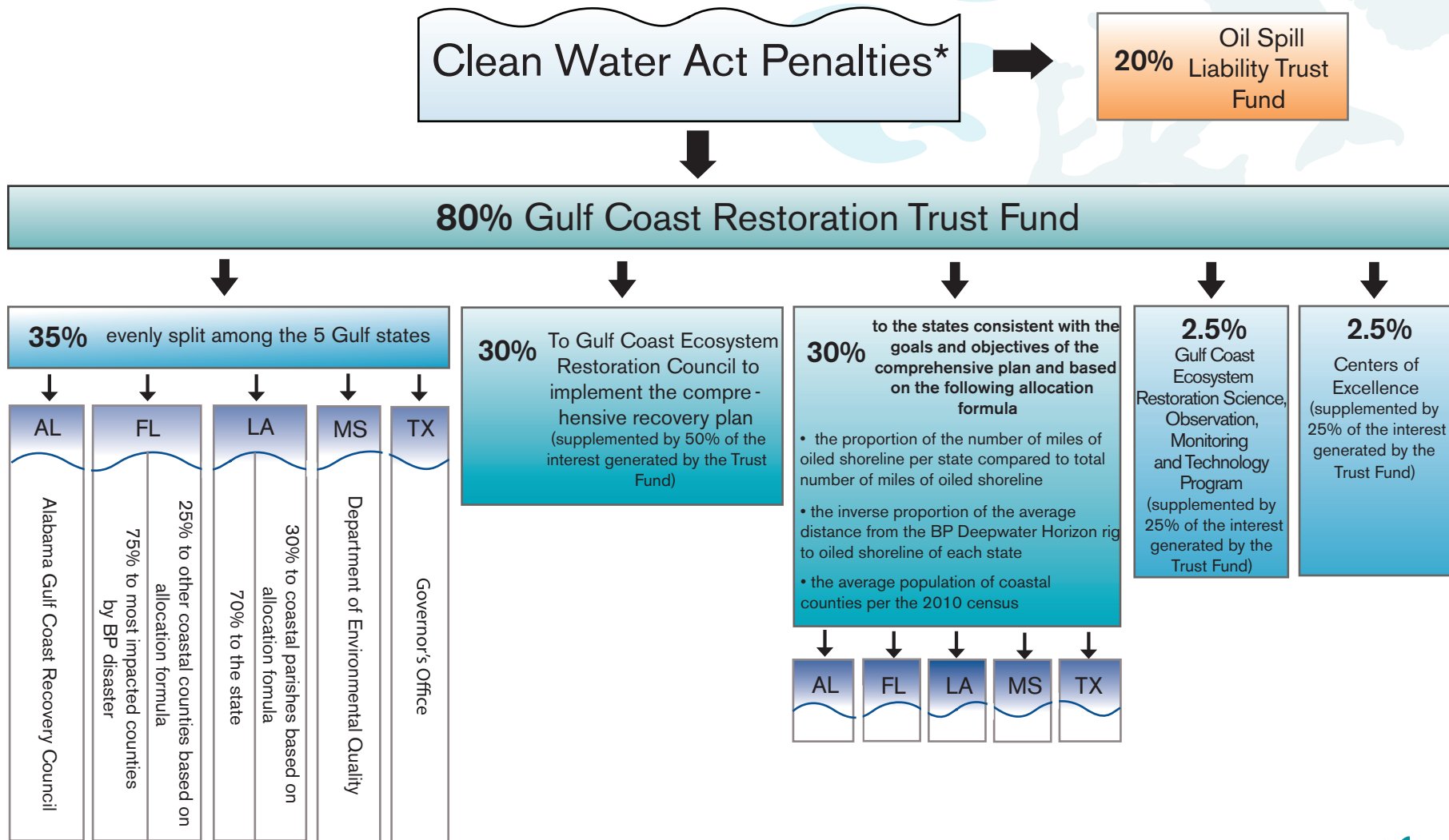
- The start-up and on-going operations can be funded from county contributions or any other source that may be available.
- Under certain circumstances, these up-front and other costs may be recoverable from RESTORE Act funds allocated for administration.

Gulf Council Integration Points with Restoration



Key:
 Opportunities for Council engagement

Distribution of Clean Water Act penalties to Gulf recovery per the RESTORE Act



* Clean Water Act penalties are a per barrel penalty of \$1100 for release of pollution into the environment. If 'gross negligence' is determined in release of the pollution, the penalty per barrel increases to \$4300. In the case of the BP Deepwater Horizon incident the following are estimates:

$\$1100 \times (4.9 \text{ million barrels of oil released into the environment}) = \text{approx } \5.39 billion
 $\$4300 \times (4.9 \text{ million barrels of oil released into the environment}) = \text{approx } \$21.07 \text{ billion [gross negligence]}$

All amounts are subject to negotiation via a settlement between the government and responsible parties.

FLORIDA COMMISSION ON OIL SPILL RESPONSE COORDINATION BRIEFING

Michael Bomar, PE, Tetra Tech



**FAC RESTORE Act
Meeting**

Panama City Beach

August 16, 2012

CREATION OF THE COMMISSION

- Section 496 of Chapter 2011-142 of the Laws of Florida creates the **Commission on Oil Spill Response Coordination**



COMMISSION CHARGE

- The Commission is required to prepare a report that evaluates off shore oil spill response capabilities for review and approval by the Board of Trustees
- The Board of Trustees must deliver the report by January 1, 2013 to:
 - The Governor
 - The President of the Senate
 - The Speaker of the House of Representatives
 - The Secretary of the Department of Environmental Protection
 - The Executive Director of the Department of Economic Opportunity



CREATION OF THE COMMISSION

- The law also directs the Board of Trustees of the Internal Improvement Trust Fund to appoint Commission members



COMMISSION MEMBERS

- Commission consists of:
 - Representative from the office of each member of The Board of Trustees
 - Representative of each State agency that responded to the Deepwater Horizon disaster
 - Chair of the Board of County Commissioners from:
 - Bay, Escambia, Franklin, Gulf, Okaloosa, Walton, Santa Rosa, and Wakulla Counties
 - Governor selects chair from appointees

MEMBERS OF THE COMMISSION

Name	Title	Agency/Entity
Dave Parisot	BOCC Vice Chairman	Okaloosa County Board of County Commissioners
George Gainer	BOCC Chairman	Bay County Board of County Commissioners
Grover Robinson	BOCC District IV Commissioner	Escambia County Board of County Commissioners
Joseph Parrish	BOCC District IV Commissioner	Franklin County Board of County Commissioners
Warren Yaeger	BOCC Chairman	Gulf County Board of County Commissioners
Lane Lynchard	BOCC District V Commissioner	Santa Rosa County Board of County Commissioners
Alan Brock	Wakulla County BOCC Chairman	Wakulla County Board of County Commissioners
Gerry Demers*	Interim Walton County Administrator	Walton County Board of County Commissioners
Tami Torres	Deputy Chief Financial Officer	Florida Department of Financial Services
Leslie Palmer	Director, Division of Aquaculture	Florida Department of Agriculture and Consumer Services
Richard Knudson	Florida Scientific Support Coordinator	Florida Fish and Wildlife Conservation Commission
Dr. Kendra Goff	State Toxicologist	Florida Department of Health
Danny Kilcollins	Planning Manager	Florida Division of Emergency Management
Tom Beck	Director, Division of Community Development	Florida Department of Economic Opportunity
TBD	-	Florida Department of Environmental Protection
TBD	-	Executive Office of the Governor

COMMISSION MEETINGS

- Up to six in-person meetings between August and December 15, 2012
 - Meeting length: 1 to 1.5 days
 - Some meetings may be scheduled as conference calls or web conferences

- Meetings will be topic-based
 - By final report task topics
 - Issue-specific or subcommittee meetings to be determined as needed



SUPPORTING REPORTS



Report #1 - Analysis of current state and federal laws addressing oil spill planning and response. Summary of applicable statutes, identifying strengths/weaknesses and noting how, and by which agency, laws are implemented.



Report #2 - Summary of lessons learned from the deepwater horizon (DWH) incident. Problems encountered, suggestions for improvements in federal/state laws, and identification of best response practices.



Report #3 - Analysis of the effectiveness of the use of the Incident Command System in the DWH incident. Summary of how the Incident Command System functioned during DWH, with recommendations for improvement.



Report #4 - A study of the National Response Framework and National Contingency Plan during a major oil spill incident. Compare and contrast the two approaches, and identify practicable recommendations to align the processes.



Report #5 - An analysis of improvements and/or changes needed to state and/or federal law based on the above reports.

QUESTIONS?

Michael Bomar, PE, Tetra Tech
michael.bomar@tetratech.com
850.837.9278



**FAC RESTORE Act
Meeting**

Panama City Beach

August 16, 2012

WELCOME



COMMISSION'S FINAL REPORT

The Commission's report must address the following:

1. Identify changes to **state and federal laws** which will:

- Improve monitoring and oversight of offshore drilling,
- Increases response capabilities to offshore oil spills, and
- Improve protections for the public and environment

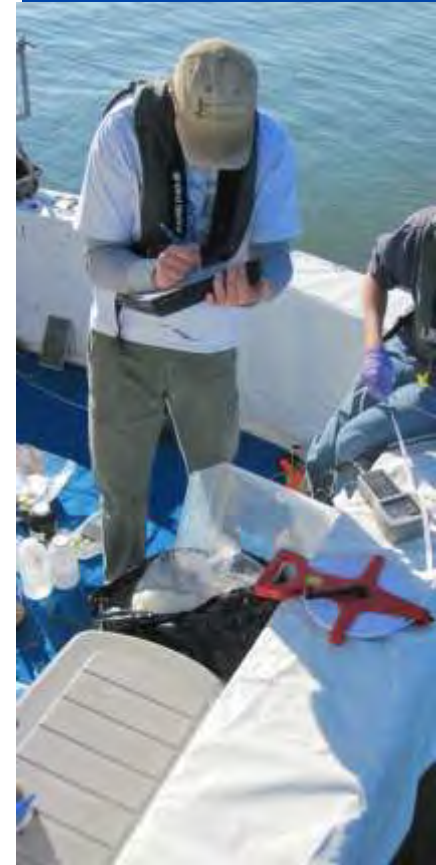
2. Determine if there is a need for a federal **Gulf-wide disaster fund**

3. Evaluate the need for unified and uniform **advocacy process for damage claims**

4. Evaluate need for changes to **interstate agreements** that will reduce the potential for claims and lawsuits

5. Address any other issues the Commission determines

Meeting	Date	Focus
Meeting #1	August 22, 2012	Determine future meeting dates/locations, commission tenants, and overview of supporting reports
Meeting #2	September XX, 2012	Focus on improving offshore drilling oversight/monitoring
Meeting #3	September XX, 2012	Focus on protection of public and environmental health
Meeting #4	October XX, 2012	Focus on Gulf-wide disaster relief fund
Meeting #5	November XX, 2012	Focus on unified, uniform advocacy process for damage claims
Meeting #6	December XX, 2012	Focus on interstate agreements to reduce potential for claims and lawsuits



SUPPORTING REPORTS

To assist the Commission in developing their Final Report, five supporting reports will be prepared on the following topics:

1

An analysis of current State and Federal Laws addressing oil Spill planning and response.

2

An analysis of the effectiveness of the use of the Incident Command System in the Deepwater Horizon incident and develop recommendations for improvement.

3

Compare and contrast the National Response Framework and the National contingency Plan as applied to a major oil spill incident and make recommendations to align the processes.

4

An analysis the adequacy of existing funding mechanisms for large oil spills, analysis of other Gulf state laws and implementation related to spill planning and response.

5

An analysis of improvements and/or changes needed to state and/or federal law based on the above reports.

OPERATING PROCESS AND STRUCTURE

Role of the Commission Chair

Agency & Contractor Roles

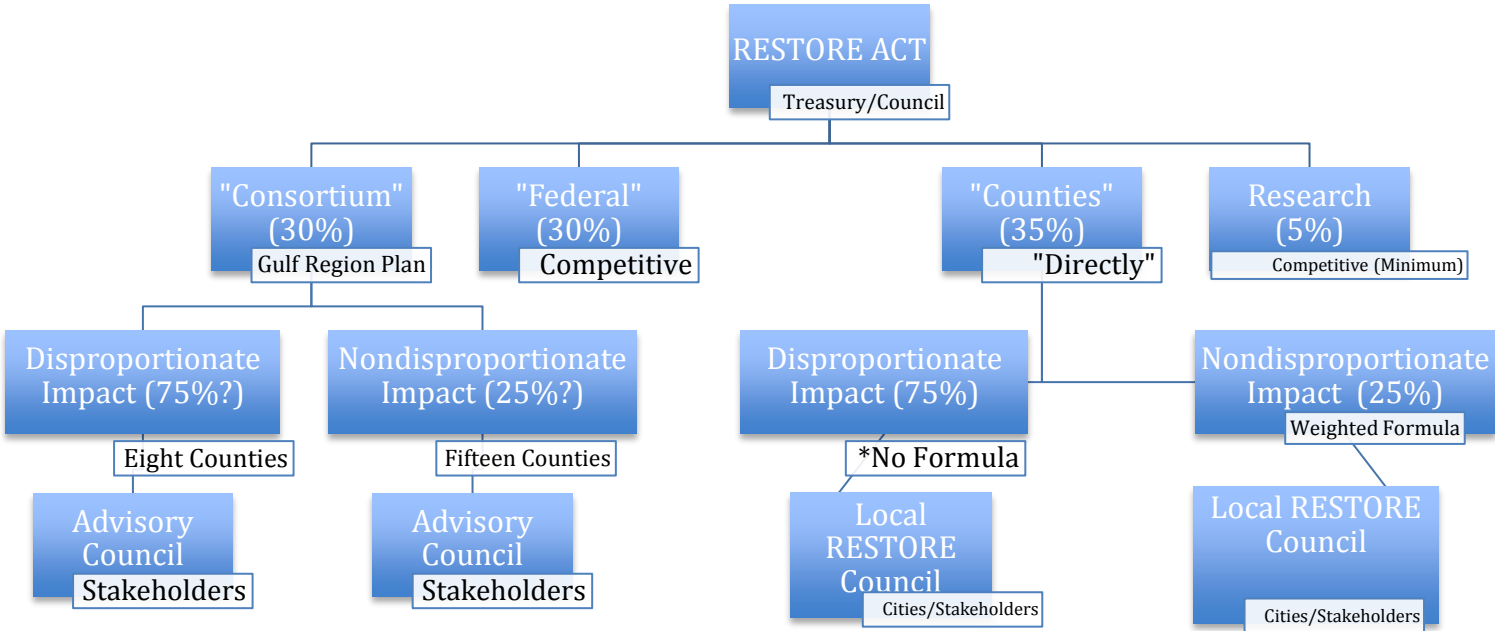
Decision Making

Meeting Frequency, Format, & Location

Internal & External Communications



Florida Model Draft



Transition Plan – FAC & Gulf Consortium

8/16/12

| **Doug Darling**



Transition Plan – FAC & Gulf Consortium

- **Transition Planning Assumptions**
 - Goal is to have RESTORE Consortium setup and running by October 1, 2012
 - Once established, the Consortium will be responsible for implementation of the RESTORE Act
 - Until October 1, 2012, or whenever the Consortium is established, FAC will facilitate and coordinate the transition

Transition Plan – FAC & Gulf Consortium

- **Transition Period (now - October 1, 2012*)**
 - FAC has hired Doug Darling to assist during this period. John Wayne Smith and Bill Peebles are also available and involved
- **Goals of Transition Period**
 - Establish framework for Consortium Membership
 - Facilitate the planning for establishment of Consortium
 - Initial policy guidelines
 - Advocacy & lobbyist (State & Federal)

Transition Plan – FAC & Gulf Consortium

- **Goals of Transition Period (cont)**
 - Preliminary Legal Analysis
 - Communications
- **Proposed Timeline**
 - Proposed Consortium Structure, Membership, Legal formation, presented to Executive Committee August 16
 - August 16 - September 19, 2012

Transition Plan – FAC & Gulf Consortium

- **Proposed Transition Budget**
 - \$53,000
- **Proposed Funding Structure**
 - 8 Counties – 75%
 - 15 Counties – 25%
- **Next Steps**