



**Executive Committee Agenda
January 16, 2015, 9:00 a.m. Eastern
Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301
Dial-in Number: 1-888-670-3525
Participant Passcode: 998 449 5298#**

1. Call to Order and Roll Call
2. Public Comment
3. Approval of Minutes from November 12, 2014 Executive Committee Meeting
4. Update on Restoration Council Activity
5. Overview of January 21, 2015 Board of Directors Meeting

Action Items:

- 5.1 Recommendation of approval for ESA Contract for Development of State Expenditure Plan (Task 1)
- 5.2 Recommendation of approval for the Planning State Expenditure Plan
- 5.3 Interlocal Agreement with Leon County for Fiscal Agent Services
- 5.4 Recommendation of approval for the Warren Averett Contract for Independent Audit of FY 2013/14
- 5.5 Recommendation on location of 2015 Annual Meeting: NACo Gulf States Counties and Parishes Caucus

Non-Action Items:

- 5.6 Elections of 2015 Officers
6. New Business
7. Public Comment
8. Upcoming Board Meeting
January 21, 2015
1:00 p.m. Eastern
Florida Department of Environmental Protection
Carr Building, Room 170
3800 Commonwealth Blvd
Tallahassee, Florida 32399
9. Adjourn

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

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

DATE AND TIME: January 16, 2015 at 9 am (ET)

PLACE: Dial in Number: 888-670-3525

Participant Passcode: 998 449 5298#

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will consider the Environmental Science Associates contract for the development of the State Expenditure Plan, the draft of the Planning State Expenditure Plan, and the contract of Warren Averett for the FY 2013-14 independent audit. It will also discuss the 2015 election of officers and conduct other business. In accordance with section 163.01, the location of the conference call is the Florida Association of Counties, 100 S. Monroe Street, Tallahassee, FL 32301.

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

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Ginger Delegal at 850-922-4300 or gdelegal@fl-counties.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

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

Gulf Consortium Executive Committee Meeting
January 16, 2014 9:00 a.m., Eastern
FAC Office - Conference Call



| <u>County</u> | <u>Executive Committee Member</u> <i>(Please Print)</i> | <u>Initials</u> |
|---------------|---|-----------------|
| Escambia | Commissioner Grover Robinson | |
| Gulf | Commissioner Warren Yeager | |
| Monroe | Commissioner George Neugent | |
| Pinellas | Commissioner Susan Latvala | |
| Walton | Commissioner Sara Comander | |

**Gulf Consortium Executive Committee
January 16, 2015**

**Agenda Item 3
Approval of November 12, 2014 Executive Committee Minutes**

Statement of Issue:

This agenda item proposes approval of the November 12, 2014 Executive Committee meeting minutes.

Options:

- (1) Approve the November 12, 2014 Executive Committee minutes, as presented; or
- (2) Amend and then approve the November 12, 2014 Executive Committee minutes.

Recommendation:

Motion to approve the November 12, 2014 Executive Committee meeting minutes, as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: January 12, 2015

Attachment:

Draft 11/12/14 Minutes

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Executive Committee Meeting
Via Conference Call
November 12, 2014 2:00 p.m. (EDT)
Florida Association of Counties
Leon County (Tallahassee, FL)

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

Agenda Item #1 – Call to Order

Commissioner Grover Robinson called the meeting to order at 2:02 pm (ET).

Agenda Item #2 – Public Comment

There was no public comment

Agenda Item #3 – Approval of Minutes from September 8, 2014 Executive Committee Meeting

Ms. Ginger Delegal, Interim Manager, presented minutes from the September 8, 2014 Executive Committee meeting. A motion to approve the September 8, 2014 Executive Committee minutes was presented by Commissioner George Neugent (Monroe) and seconded by Susan Latvala (Pinellas).

ACTION: APPROVED

Agenda Item #4 – Recommendation on Consultant Firm for Development of State Expenditure Plan

Ms. Sarah Bleakley, Interim General Counsel, requested Mr. Roman Gastesi, Chair of the Consortium's Evaluation Team present the report from the Evaluation Team. The report included a summary of the interviews with the four short-listed consulting firms for the development of the State Expenditure Plan and included the ranking of the firms' responses to the Request for Best and Final Offer. Discussion ensued. A motion to recommend that the Board of Directors (1) adopt the Evaluation Team's recommendation; (2) direct the Interim Manager to begin negotiations with the highest ranked firm, Environmental Science Associates; and (3) provide the Board with a proposed contract at its January 21, 2015 meeting was presented by Susan Latvala (Pinellas) and seconded by Commissioner George Neugent (Monroe).

ACTION: APPROVED

Agenda Item #5 – Restoration Council: Florida's Funded Priority List for Pot 2

Mr. Phil Coram, Administrator of the Coastal Office in the Florida Department of Environmental Protection presented the Committee with an update on Restoration Council Funded Priority List submission and evaluation progress.

Agenda Item #6 – Independent Auditor Selection Process

Ms. Sarah Bleakley, Interim General Counsel, presented an amendment to the resolution establishing the Consortium's procurement process for the selection of the independent financial auditor for the 2013-14 fiscal year. The amendment reduces the number of required members of the Auditor Selection Committee from three to two members. A motion to approve Resolution 2014-03 amending the Financial Auditor Resolution 2014-02 was presented by Commissioner George Neugent (Monroe) and seconded by Commissioner Warren Yeager (Gulf).

ACTION: APPROVED

Commissioner Warren Yeager (Gulf), Chair of the Audit Committee, presented the Auditor Selection Committee's evaluation, ranking and recommendation of the top three firms that responded to the Consortium's Request for Proposals for FY 2013-14 Independent Auditor Services. Commissioner Grover Robinson (Escambia) turned the Chair over to Susan Latvala (Pinellas). Discussion ensued. A motion to recommend that the Board of Directors select Warren Averett to conduct the FY 2013-14 independent audit for the Gulf Consortium was presented by Commissioner Grover Robinson (Escambia) and seconded by Commissioner George Neugent (Monroe).

ACTION: APPROVED

Agenda Item #7 – Interim Manager's Report

Mr. Chris Holley, Interim Manager, briefed the Committee on the National Association of Counties' Gulf Coast States Caucus meeting in Biloxi, MS on October 15, 2014.

Next Mr. Holley updated the Committee on meetings with the Deepwater Horizon restoration partners including the Florida Department of Environmental Protection, the Fish and Wildlife Conservation Commission, the Governor's Office and the Restoration Council.

Then Mr. Holley informed the Committee that Consortium staff would be requesting that each of the 23 counties provide written confirmation of the appointed Director and Alternate to the Gulf Consortium for inclusion in the official records as required by the Interlocal Agreement. The request will be made in December 2014.

Finally, Mr. Holley informed the Committee that Jim Muller, Bay County RESTORE Act Coordinator, would be providing an update on each of the Gulf Coast counties' Multi Year Implementation Plans at the Board meeting on November 19, 2014.

Agenda Item #8 – Interim General Counsel Report

Ms. Sarah Bleakley, Interim General Counsel, briefed the Committee on agenda items to be covered by the Interim General Counsel at the Board meeting on November 19, 2014 including Officer Elections in January 2015, a proposed amendment to the Leon County/Consortium Interlocal Agreement on procurement and potential cooperative purchasing contracts for the four short-listed consultant firms for the State Expenditure Plan.

Agenda Item #9 – New Business

None

Agenda Item #10 – Public Comment

None

Agenda Item #11 – Upcoming Meeting

The next meeting of the Consortium Board of Directors will be held on November 19, 2014, 9:00 am Eastern at Tampa Marriott Waterside Hotel & Marina, Tampa, Florida.

Agenda Item #12 – Adjournment

There being no further business, the Committee adjourned at 3:01 pm (ET).

**Gulf Consortium Executive Committee
January 16, 2015**

**Agenda Item 4
Update on Restoration Council Activities**

Executive Summary:

This agenda item provides information about the Gulf Coast Ecosystem Restoration Council Activities, since November 2014.

Background:

Since the time of the last Executive Committee and Gulf Consortium meetings in November 2014, the Restoration Council has released several important notices as they relate to the Spill Impact Component and the federally mandated work of the Gulf Consortium. These releases are the following:

- Council Pre-Award Notification Requirements for Grants Agreements (Effective: November 24, 2014)
- Oil Spill Impact Component: State Expenditure Plan Guidelines (Posted: December 1, 2014)
- Announcement for Spill Impact Component Planning Grants Restore Council (Published: December 31, 2014)
- Final Rule on RESTORE Act Spill Impact Component Planning Allocation (Effective: January 13, 2015)

Links to electronic versions of these releases may be found at the bottom of this cover sheet. Combined, these releases provide much of the detail that the Gulf Consortium Board members and staff have been seeking from the Restoration Council as to how the planning for and the funding of Spill Impact Component activities will be administered by the Council. The future work of the Gulf Consortium will be directed toward these requirements, processes, and procedures in the development of Florida's State Expenditure Plan.

At the core, these releases establish the following process:

- The submission of a Planning State Expenditure Plan ("Planning SEP")
- Approval of the Planning SEP
- Then, submission of a Planning Grant Application
- Approval of the Planning SEP
- Development of the State Expenditure Plan
- Submission of the Final State Expenditure Plan

The Gulf Consortium, at its November 19, 2014 meeting selected ESA as the Consultant Firm to assist with the development of Florida's SEP. ESA and Consortium staff have been working to develop the infrastructure and to draft the submissions that are necessary to initiate the work of developing Florida's SEP. Specifically, Agenda Item No. 5.1 asks for a recommendation to approve not only

ESA's Agreement with the Consortium but also Task Orders 1 and 2, which govern the production of the Planning SEP and the Planning Grant Application. In addition, Agenda Item No. 5.2 presents the draft Planning SEP for the Executive Committee's review. Agenda Item No. 5.3 initiates the process of seeking assistance from Leon County and the Leon County Clerk of Courts in order to meet the financial infrastructure requirements articulated by the Council in its releases, governing the submission of the Planning SEP and the Planning Grant Application.

Options:

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

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: January 13, 2015

Attachments:

Links to the Restoration Council Releases:

- [Council Pre-Award Notification Requirements for Grants Agreements](#) (Effective: November 24, 2014)
- [Oil Spill Impact Component: State Expenditure Plan Guidelines](#) (Posted: December 1, 2014)
- [Announcement for Spill Impact Component Planning Grants Restore Council](#) (Published: December 31, 2014)
- [Final Rule on RESTORE Act Spill Impact Component Planning Allocation](#) (Effective: January 13, 2015)

Gulf Consortium Executive Committee
January 16, 2015

Agenda Item 5.1

**Recommendation of Approval for the Environmental Science Associates
(ESA) Contract for the Development of the State Expenditure Plan and
Tasks Orders 1 and 2**

Executive Summary:

This agenda item seeks a recommendation from the Executive Committee that the Board approve the attached Agreement with Environmental Science Associates (ESA) for the development of the State Expenditure Plan and the attached Task Orders 1 and 2, which respectively authorize the development of the Planning State Expenditure Plan and the preparation of the planning administrative grant, both of which must be submitted to the Restoration Council to secure federal funds for the development of the State Expenditure Plan.

Background:

At the November 19, 2014 Gulf Consortium Board meeting, the Board selected ESA to provide consultant services to assist the Consortium in the development of the State Expenditure Plan. The attached Agreement between the Consortium and ESA was drafted to encompass the substance and terms of the contract that was included in the Consortium's procurement documents on which ESA based its proposal.

Analysis:

The major provisions of attached draft Agreement include the following:

1. ESA agrees to provide the services it offered in its proposals to the Invitation to Negotiate and Request for Best and Final Offer. Specific services and compensation will be detailed in Task Orders that are subject to Board approval on an as-needed basis. (*See Agreement, Sections 1 and 2*).
2. The Agreement is for a two year term commencing February 1, 2015. It may be extended for two additional years. (*See Agreement, Section 4*).
3. In accordance with state law, the Agreement explicitly provides that the payment of costs for the development of the SEP is contingent upon the receipt of federal funds. (*See Agreement, Section 3*).
4. The Agreement includes a very broad conflict of interest provision, that prohibits ESA and its sub-consultants from participating in any projects, programs and activities ultimately included in the SEP. (*See Agreement, Section 7*).

The Agreement does not include a requirement for the Consultant to provide a performance bond, although such a requirement was included in the Consortium's Invitation to Negotiate and Request for Best and Final Offer. It was

determined that the performance bond was not appropriate to secure performance for the development of an expenditure plan such as the SEP. Unlike construction services, the risk of non-performance of the services provided to this Agreement pose little risk to the Consortium. If ESA does not perform, the Consortium can terminate the Agreement and turn to one of the other short-listed firms to complete the SEP development. As to compensation, ESA states that it did not include the cost of a performance bond in its proposal. Thus, a credit to the Consortium is not required.

Under Task Order 1, ESA agrees to develop the Planning State Expenditure Plan (Planning SEP), which the Restoration Council has required be submitted for approval prior to the submission of a grant application. Task Order 1 provides that ESA will be paid for its services if the Consortium receives federal funds for that purpose.

Task Order 2 provides for ESA to prepare the Planning Administrative Grant Application and present it for consideration at the March 18th meeting of the Board. As to compensation, Task Order 2 requires the Consortium to pay \$50,000, contingent upon receipt of federal funds.

Options:

- (1) Approve ESA Contract and Task Orders 1 and 2; or
- (2) Provide other direction.

Fiscal Impact:

Payment for ESA services under the Agreement and Task Orders is contingent upon the receipt of federal funds. If funds are received, the Consortium will be obligated to pay \$50,000 for the federal grant application.

Recommendation:

Recommend that the Gulf Consortium Board approve ESA Agreement and Task Orders 1 and 2 as presented in the agenda package.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: January 12, 2015

Attachments

Proposed ESA Contract
Task Orders 1, 2

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

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

THIS 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."

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;

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.

2. TASK 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 Task 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 Agreement shall be for a period of two years, commencing on February 1, 2015, and shall continue until January 31, 2017. After the initial two year period, 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 in no event shall the compensation exceed the amounts offered by the Consultant in its Request for Best and Final Offer

proposal which is attached in Exhibit D unless the compensation amount is expressly modified in writing by the Parties.

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: Christopher L. Holley
Street Address: 100 So. Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: (850) 922-4300
E-mail: 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 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 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.

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.

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) Provide the public with access to public records 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;
 - (iv) Meet all requirements for retaining public records and transfer, at no cost, to the Consortium all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Consortium in a format that is compatible with the Consortium's information technology systems.
- c. 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.
- d. 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. 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. 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. 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 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).

- 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

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

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

GULF CONSORTIUM

ENVIRONMENTAL SCIENCE ASSOCIATES

By: _____

By: _____
President or designee

Date: _____

Title: _____

Date: _____

SECRETARY/TREASURER:

By: _____

Date: _____

Approved as to Form:
Gulf Consortium Attorney

BY: _____

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

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

Task Order #1

**Preparation of Planning State Expenditure Plan and
Administrative Grant Application Documents**

Background

Pursuant to direction provided by the Council, the application process for receiving RESTORE Act planning grant funds is organized into two phases: 1) the submittal and approval of a Planning State Expenditure Plan (PSEP); and 2) the submittal and approval of an administrative grant application formally requesting planning funds to prepare the full Florida State Expenditure Plan (FSEP). This task order addresses the requirements of both phases of the planning grant applications process.

Therefore, the objectives of this Task Order #1 are to: 1) prepare and obtain Council approval of the PSEP; and 2) prepare and obtain approval of administrative grant application documents necessary to secure funding to support the development of the FSEP.

Scope of Work

The Contractor shall prepare the PSEP and administrative grant application documents that meet or exceed the requirements for said documents as specified in the *Oil Spill Impact Component: State Expenditure Plan Guidelines prepared by the Gulf Coast Ecosystem Restoration Council* (December, 2014), the *Announcement for Spill Impact Component Planning Grants, Funding Opportunity #GCC-GRANT-SEP-15-001* (December, 2014), as well as subsequent applicable rulemaking and guidance. This task will involve the following activities:

- Participation in coordination meetings and teleconferences with the Interim Manager and General Counsel of the Gulf Consortium, the Florida Department of Environmental Protection, the Florida Governor, and the RESTORE Council.
- Preparation of a draft PSEP document, and the coordination of review comments and appropriate revisions with the Interim Manager and General Counsel of the Gulf Consortium, the Florida Department of Environmental Protection, the Florida Governor, and the RESTORE Council.
- Presentation of the PSEP and the proposed planning approach to the Gulf Consortium at their January 21, 2015 meeting.

- Preparation of draft administrative grant application documents, and the coordination of review comments and appropriate revisions with the Interim Manager and General Counsel of the Gulf Consortium, the Florida Department of Environmental Protection, the Florida Governor, and the RESTORE Council.
- Presentation of the administrative grant application documents and proposed funding approach to the Gulf Consortium at their March 18, 2015 meeting, or an alternate meeting, as directed.

Schedule

- Within 15-days from the Notice to Proceed for this task order, the Consultant shall prepare and transmit the PSEP to the Governor for subsequent submittal to the Council for review and approval.
- Within 45-days from Council approval of the PSEP, the Consultant shall prepare and transmit the administrative grant application documents to the Governor for subsequent submittal to the Council for review and approval.
- This task shall be deemed complete upon formal written approval of the administrative grant application documents by the Council Chairperson or designee.

Compensation

Compensation of the Consultant for this and future task orders shall be contingent upon receipt of planning grant funds from the Council. The Consultant shall be compensated for work conducted under this task order in two installments:

- A total lump sum fee of **\$15,000** upon formal written approval of the administrative grant application documents by the Governor for transmittal to the Council.
- A total lump sum fee of **\$35,980** upon formal written approval of the administrative grant application documents by the Council Chairperson or designee.

Gulf Consortium Executive Committee
January 16, 2015

Agenda Item 5.2

Recommendation of Approval for Planning State Expenditure Plan (SEP)

Statement of Issue:

The Executive Committee will discuss and consider recommending, to the Board of Directors, approval of the Planning State Expenditure Plan for the Governor's submission to the Restoration Council.

Background:

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

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

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

Analysis:

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

- Selection of the Consultant Firm for the Development of the SEP
- The Proposed Planning Approach to the SEP Development
- Required Narrative Components:
 - The proposed planning activities are limited to the development of a comprehensive (final) SEP
 - That the SEP will contribute to the overall economic and ecological recovery of the Gulf Coast

- That the SEP will take into consideration and will be consistent with the goals and objectives of the Restoration Council's Comprehensive Plan
- That the Planning SEP will not include costs for infrastructure or engineering and environmental studies related to specific projects
- Financial Management
- Conflict of Interest

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

Fiscal Impact:

None. However, the Planning SEP must receive Restoration Council approval before the Gulf Consortium can submit an Application for a Planning Grant.

Recommendation:

Recommend that the Board of Directors approve the attached draft Planning State Expenditure Plan and its submission to the Governor for the delivery to the Restoration Council.

Prepared by:

Chris Holley
Florida Association of Counties
Interim Manager
On: January 12, 2015

Attachment:

Draft Planning SEP

Planning State Expenditure Plan for the State of Florida

January 21, 2015

Submitted to:

The RESTORE Council

Submitted by:

Rick Scott, Governor of the State of Florida

Prepared by:

ESA
4350 West Cypress Avenue
Suite 950
Tampa, FL 33607

January 21, 2015

-Section 1- Executive Summary

Introduction

This document constitutes the Planning State Expenditure Plan for the State of Florida, and has been prepared to meet or exceed the requirements for Planning State Expenditure Plans as set forth in the *Oil Spill Impact Component: State Expenditure Plan Guidelines prepared by the Gulf Coast Ecosystem Restoration Council* (December, 2014), as well as the *Announcement for Spill Impact Component Planning Grants, Funding Opportunity #GCC-GRANT-SEP-15-001* (December, 2014). Pursuant to direction provided in these documents, the application process for planning grants is organized into two phases: 1) the submission of a Planning State Expenditure Plan by the Florida Council member which will be approved by the Chairperson of the Council; and 2) the administrative application process for the planning grants, which includes the submission of all administrative grant application materials by the eligible entities. This submittal addresses the requirements of the first phase.

Responsible Entity

The Gulf Consortium (Consortium) is the designated State entity responsible for the development of the Florida State Expenditure Plan, as recognized in the RESTORE Act and subsequent rulemaking. The Consortium is a public entity created in October 2012 through an inter-local 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 Consortium Board of Directors consists of one representative from each county government. Since its inception, the Consortium has met every other month and has held numerous committee meetings to begin developing Florida's State Expenditure Plan. The points of contact for the Consortium are as follows:

Executive

Grover Robinson, IV, Chairman
Gulf Consortium
100 South Monroe Street
Tallahassee, Florida 32301
T: (850) 922-4300
F: (850) 488-7501
Email: gcrobins@co.escambia.fl.us

Administrative

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

To formalize the role of the Consortium, Florida Governor Rick Scott and the Consortium entered into a Memorandum of Understanding (MOU) on June 12, 2013 to further the collective objectives of maximizing efficiencies and revenue opportunities under the RESTORE Act. The MOU between the State of Florida and the Consortium is provided herein as **Appendix 1**.

The MOU explicitly delegates responsibility for development of the Florida State Expenditure Plan to the Consortium. Furthermore, the MOU provides for the coordinated review and input by the Florida Department of Environmental Protection, other applicable state agencies, and the Governor during the development of the Florida State Expenditure Plan. Finally, the MOU requires the Consortium to meet the following minimum requirements in selecting and prioritizing projects, programs, and other activities for inclusion in the Florida State Expenditure Plan:

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

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

In addition to the above minimum requirements set forth in the MOU, the RESTORE Act specifies that State Expenditure Plans must be consistent with goals and objectives adopted by the Council as defined in their Comprehensive Plan and subsequent rulemaking.

-Section 2- Planning State Expenditure Plan Narrative

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

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

Selection of Consultant

On March 26, 2014 the Consortium adopted a two-phased selection process to procure the services of a planning consultant to prepare the Florida State Expenditure Plan (FSEP). The decision to procure the services of a consultant was based on two considerations: 1) the Consortium lacked in-house staff resources with the specialized coastal master planning expertise and experience necessary to prepare the FSEP; and 2) it was deemed that an independent consultant could best and most fairly balance the various interest 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 evaluated and ranked the six consultants which submitted ITN responses, recommending four of them to move forward on a short list.

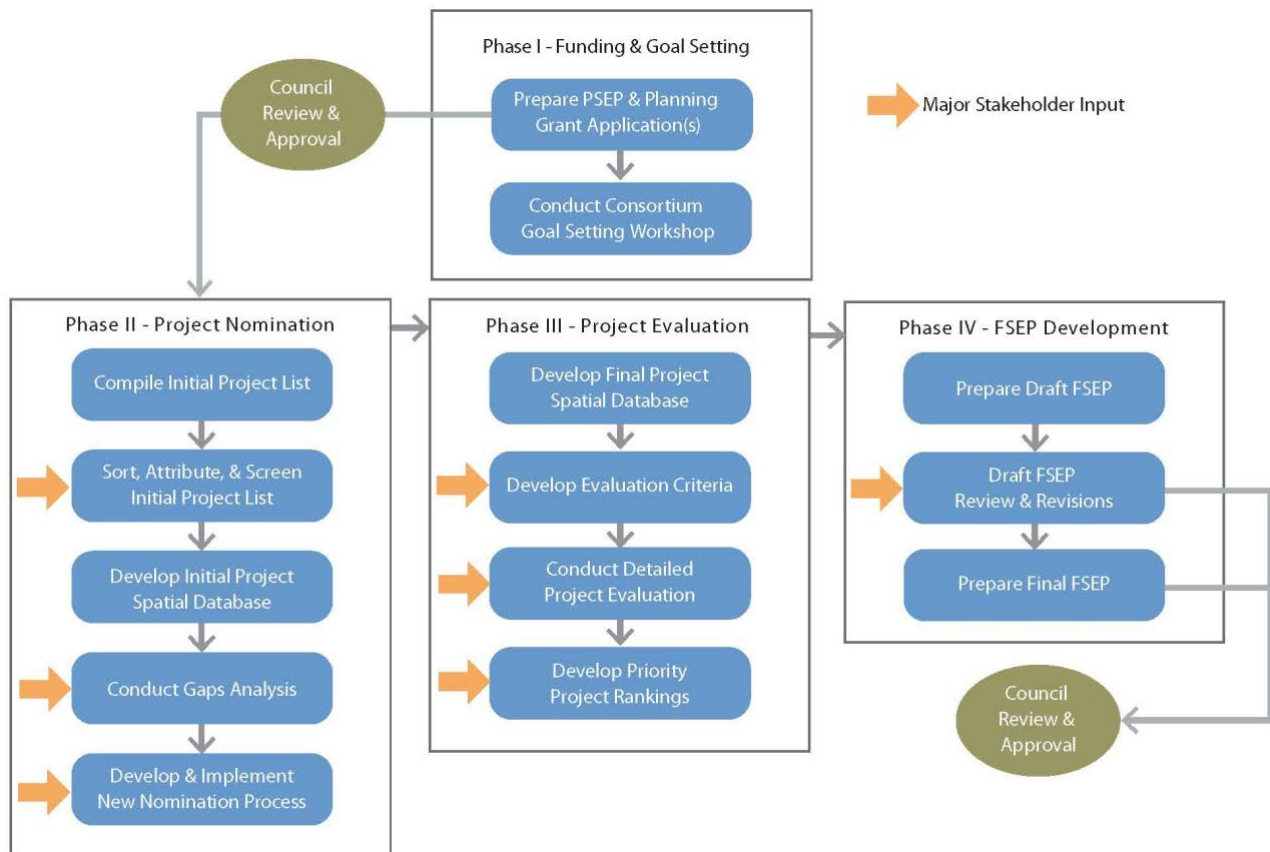
On August 21 and 22 the Evaluation Team interviewed each of the four shortlisted consulting firms. The purpose of the interviews was to elicit more information on each team's approach to the development of the State Expenditure Plan, the project evaluation process, the project nomination process, the public involvement process, the team's cost proposals, and the additional services the firm may provide to add value to the Consortium. Following the interviews Leon County Purchasing released a Request for Best and Final Offer (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 and evaluated each firm's 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 based on both total raw and ordinal scores. The full Consortium approved the consultant selection of the ESA team at its November 17, 2014 board meeting in Tampa.

Proposed Planning Approach

The ESA consultant team has developed a comprehensive planning approach to developing the FSEP in a manner that will exceed the minimum requirements set forth in the MOU, and will be consistent with, and further, the goals, objectives, and guiding principles established by the Council. This planning approach is summarized in the project flow diagram below.



Development of a RESTORE Act compliant FSEP will require an iterative and goal oriented process that integrates both technical analysis and production performed by the consultant team, as well as intensive public involvement and stakeholder coordination directed by the consultant team. The project flow diagram above shows both the sequence of the various project tasks and the interrelationships between them. The proposed planning effort is divided into four phases, and fifteen tasks. Public involvement and stakeholder coordination will be conducted throughout

the entire project. Key points of stakeholder input are shown on the project flow diagram. The phases and associated tasks are summarized below.

Phase I – Funding and Goal Setting

In this phase the consultant team will prepare and submit a Planning State Expenditure Plan to the Council to secure approval of the planning approach and other provisions. Upon Council approval of the PSEP, the consultant team will prepare an administrative planning grant application and submit it to the Council for the purpose of securing funding for the development of the FSEP. Concurrent with Council review of the planning grant application, the consultant team will work directly with the Consortium to define goals, objectives, guiding principles, and success measures for the FSEP that reflect Florida-specific priorities while still being consistent with the Council's Comprehensive Plan. This phase will include the following three tasks:

- Task 1 - Prepare Planning State Expenditure Plan;
- Task 2 – Prepare Planning Administrative Grant Application; and
- Task 3 - Conduct Consortium Goal Setting Workshop.

Phase II – Project Nomination

In this phase the consultant team will sort, screen, attribute, and map existing lists of projects compiled by the Florida Department of Environmental Protection. In addition, the consultant team will conduct a gaps analysis and develop a new open project nomination process that involves a project-specific website and an online portal for new project submittals. This phase will include the following five tasks:

- Task 4 - Compile Initial Project List;
- Task 5 - Sort, Attribute, & Screen Initial Project List;
- Task 6 - Develop Initial Project Spatial Database;
- Task 7 - Conduct Gaps Analysis; and
- Task 8 - Develop & Implement New Nomination Process.

Phase III - Project Evaluation

In this phase the consultant team will develop a final spatial database of all projects, programs, and activities submitted for consideration; and then will conduct a comprehensive, multi-level approach to project screening, evaluation, and ranking that includes both environmental and economic attributes and considers leveraging of various funding sources. This phase will include the following four tasks:

- Task 9 - Develop Final Project Spatial Database;
- Task 10 - Develop Evaluation Criteria;
- Task 11 - Conduct Detailed Project Evaluation; and
- Task 12 - Develop Priority Project Rankings.

Phase IV – FSEP Development

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

- Task 13 - Prepare Draft Final FSEP;
- Task 14 - Review & Revisions; and
- Task 15 - Prepare Final FSEP.

Public Involvement and Stakeholder Coordination

A rigorous program of public involvement and stakeholder coordination will be conducted throughout all four phases of the project, and will be critical to the success of the planning effort. This program will include the establishment and direction of two adjunct advisory committees – the Scientific Advisory Committee and the Economic Advisory Committee. Furthermore, throughout the FSEP planning process the consultant team will be actively engaged with the Consortium, including elected officials and associated County staff, as well as gubernatorial appointees to the Consortium. Finally, the consultant team will regularly communicate with the Florida Governor, the Florida Department of Environmental Protection, and the Florida representative to the Council.

Project Schedule

To fully accommodate the Council’s five guiding principles directing the development of projects, programs, and other activities to be included in the FSEP, as well as Council review and approval, a multi-year planning effort is anticipated. **From the date of grant award, it is estimated that 24 months will be required to complete the Florida State Expenditure Plan, pursuant to the planning approach summarized above.**

Upon approval of the Planning State Expenditure Plan by the Council Chairperson, a more detailed description of the planning work effort, resource budgets, and project schedule will be provided as part of the subsequent administrative grant application.

Required Narrative Components A-D

A. Exclusive Purpose of the Planning State Expenditure Plan

This Planning State Expenditure Plan deals exclusively with the development of the comprehensive State Expenditure Plan for the State of Florida. The sole purpose of this submittal is to inform the Council of the Gulf Consortium’s intent to develop the Florida State Expenditure Plan, and its proposed approach and methodologies for doing so. In addition, it is expected that this Planning State Expenditure Plan (Phase I) will provide the basis for a subsequent request for an administrative grant application (Phase II) to the Council. **Planning funds granted by the Council to the Consortium will be used solely to support the development of the Florida**

State Expenditure Plan (defined as an eligible activity in 33 U.S.C. § 1321(t)(1)(B)(i)(III)), and may include conceptual design and feasibility studies related to specific projects.

B. Economic and Ecological Recovery

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

C. Consistency with the Comprehensive Plan

The Gulf Consortium and its planning consultant team are very knowledgeable of the various aspects of the RESTORE Act, especially the Spill Impact Component and related rulemaking. It is fully understood that the Florida State Expenditure Plan must be developed in a manner that is consistent with, and furthers, the adopted goals and objectives of the Council. The Council adopted five overarching goals in its Comprehensive Plan and the Florida State Expenditure Plan will be fully compliant with those goals.

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

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

D. Excluded Projects

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

Financial Management

The Consortium is a public entity created in October 2012 through an inter-local agreement between Florida's 23 Gulf Coast 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.

From its inception to present the Consortium has utilized the Florida Association of Counties (FAC) as its general administrative, fiscal management and legal staff to support its development to date. The Consortium intends to continue that relationship for general administrative management, legal support, and internal fiscal management of Consortium funds. A working relationship between the Consortium and Leon County currently exists. The Consortium entered into an Interlocal Agreement with the Leon County Board of County Commissioners in March of 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 2**.

The Consortium is in the process of expanding the interlocal agreement with Leon County to provide the financial management infrastructure for RESTORE Act grant funding to include the following services:

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

The Consortium anticipates finalizing the Interlocal Agreement for grant management services prior to the submission of the planning grant application to the Council. Leon County has a long and extensive history of receiving and managing millions of dollars in federal grants each year. Currently it manages grants from all federal sources of approximately \$9 million annually. It fully complies with the Uniform Guidance Section 200's provisions related to administration, cost principles and audit requirements.

Leon County's Governmental Fund audited financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Conflicts of Interest

The Consortium members, directors, alternates, Governor appointees and consultants adhere to rigid 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 3**. 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 4**.

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.

Appendices

Appendix 1

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

Appendix 2

Interlocal Agreements between Leon County, Florida and the Gulf Consortium

Appendix 3

The Code of Ethics for Public Officers and Employees, Part 111, Chapter 112, Florida Statutes

Appendix 4

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

**Gulf Consortium Executive Committee
January 16, 2015**

**Agenda Item 5.3
Interlocal Agreement with Leon County for Fiscal Agent Services**

Statement of Issue:

Introduce the initiative to obtain fiscal agent services for the Gulf Consortium from Leon County and the Leon County Clerk of Court (Bob Inzer).

Background:

Agenda Item No. 4 summarizes the recent releases from the Restoration Council related to the work of the Gulf Consortium. In examining those releases, and in conversations with Restoration Council staff, the level of service needed in the finance, budget and audit areas of the Gulf Consortium operations, to develop an acceptable Planning SEP and to receive Planning Grant monies to fulfill its federally mandated duty of developing Florida's SEP, must be increased.

Accordingly, Gulf Consortium staff has had conversations with staff members of both Leon County and with the Leon County Clerk of Courts to determine their willingness to provide the appropriate level of financial service to the Gulf Consortium. Each entity has verbally agreed to do so.

It is likely that an Interlocal Agreement with both the County and the Clerk will be necessary to formalize and provide the financial services that the Consortium requires for Restoration Council purposes. These Interlocal Agreement would compensate the County and the Clerk in the same manner as the current Interlocal with Leon County for Procurement Services: when the Consortium receives grant monies that may be used to compensate the County and the Clerk for these services, such compensation will be made.

Fiscal Impact:

Future obligation to reimburse Leon County and the Leon County Clerk of Court for financial services provided to the Gulf Consortium, under future Interlocal Agreements with each entity.

Recommendation:

The Executive Committee should consider recommending to the Gulf Consortium Board the ratification of this action plan, with final approval being discussed at a future date.

Prepared by:

Chris Holley
Florida Association of Counties
Interim Manager
On: January 13, 2015

Attachment:

None.

**Gulf Consortium Executive Committee
January 16, 2015**

**Agenda Item 5.4
Recommend Approval of Warren Averett Contract for Independent
Financial Audit for Fiscal Year Ending September 30, 2014**

Executive Summary:

This agenda item seeks a recommendation from the Executive Committee that the Board approve the attached contract with Warren Averett to perform the Independent Financial Audit for the fiscal year ending September 30, 2014.

Background:

Upon recommendation of the auditor selection committee, the Board approved the hiring of the CPA firm Warren Averett to perform the Consortium's independent financial audit for the fiscal year 2013-14 as required by State law. The attached contract is the result of contract negotiations and is for the sum of \$3,000.

Analysis:

The Consortium is required by State law to contract for an independent financial audit for each State fiscal year. Entering into the attached contract will allow the Consortium to meet that obligation.

Options:

- (1) Approve Warren Averett Contract; or
- (2) Provide other direction.

Fiscal Impact:

The contract is for \$3,000, the amount included in the Consortium's 2014-15 Budget for the independent audit.

Recommendation:

Recommend approval of the Warren Averett Contract as attached.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: January 12, 2015

Attachment:

Proposed Warren Averett Contract

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

December 1, 2014

The Gulf Consortium
100 South Monroe Street
Tallahassee, Florida 32301

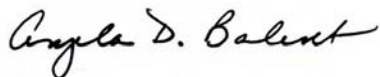
I want to welcome you and the Gulf Consortium to Warren Averett, LLC (the Firm). I appreciate this opportunity to work with you and thank you for choosing the Firm as your professional accounting and consulting provider. I look forward to getting to know you and your organization better and serving you in this capacity.

In an ongoing effort to provide exceptional service to our clients, we focus on preventing any misunderstandings regarding professional services and client expectations. Enclosed is our Terms of Engagement which outlines the services you have engaged our Firm to provide. This standard Firm document must be signed by all clients prior to the initiation of work to help both the Firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement. The document provides for proper client communication and complies with the American Institute of Certified Public Accountants Ethics Interpretations addressing documentation of accountants' engagements to perform services.

Although the Terms of Engagement may appear formal, it is intended to support the professional and personal relationship we have with your organization. You can be assured that the Firm and I will always keep your best interests in mind. If you have concerns or questions regarding this document you would like to discuss, please contact me in our office at (850) 244-5121. Otherwise, please sign and return the original to me and retain a copy for your files.

I sincerely appreciate the opportunity to work with you and look forward to a long and productive relationship with the Gulf Consortium.

Best regards,



Angela D. Balent, CPA

TERMS OF ENGAGEMENT DECEMBER 1, 2014

1. **ENGAGEMENT:** Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the Gulf Consortium (the "Client") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. **SERVICES PROVIDED:** We will audit the financial statements of the business-type activities which collectively comprise the basic financial statements of the Gulf Consortium as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Gulf Consortium's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Gulf Consortium's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

3. **AUDIT OBJECTIVES:** The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Gulf Consortium and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Gulf Consortium's financial statements. Our report will be addressed to the members of the Gulf Consortium. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The

paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Gulf Consortium is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

4. MANAGEMENT RESPONSIBILITIES: Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Gulf Consortium and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

5. AUDIT PROCEDURES – GENERAL: An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of law or governmental regulations that are attributable to the entity or to acts by management or

employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

6. AUDIT PROCEDURES – INTERNAL CONTROL: Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

7. AUDIT PROCEDURES – COMPLIANCE: As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Gulf Consortium's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

8. ENGAGEMENT ADMINISTRATION AND OTHER: We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the governing body of the Gulf Consortium; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December, 2014 and to issue our reports no later than March 31, 2015. Angela D. Balent, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter. There were no letters of comment.

9. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the Client agrees that we will have no responsibility to do so.

10 FEES: Our fees for these services will be \$3,000. Other requested services will generally be billed at agreed upon rates as provided in our response to the Request for Proposal.

11. BILLING: Invoices are due upon receipt. In the event that payment is not received within 45 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

12. LEGAL FEES: In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

13. LIABILITY: Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

14. INDEMNITY: The Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

15. DISPUTE RESOLUTION: By signing this agreement, you agree that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of you shall be

RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Warren Averett, LLC as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of Florida or Northern District of Florida (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. If you recover less than that which may be offered by Warren Averett, LLC or its representatives prior to, or during the course of, any such arbitration, litigation, mediation or other settlement negotiation, then you agree to reimburse Warren Averett, LLC for any legal fees or costs incurred in the defense by Warren Averett, LLC relating to the resolution of the Dispute, discontinuance, and/or abandonment of the Dispute presented by you within 90 days subsequent to the issuance of any arbitration award or final judgment, the effective date of any mediation/settlement agreement, or the date of abandonment of the Dispute by you as perceived by Warren Averett, LLC. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U.S. mail services and other interstate courier services.

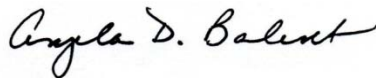
16. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

17. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

18. TERM: This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

19. AMENDMENT: The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

WARREN AVERETT, LLC



, CPA

December 1, 2014

Date

CLIENT SIGNATURE: If the foregoing is in accordance with the Client's understanding, please sign the copy of this letter in the space provided and return it to us.

GULF CONSORTIUM

By: _____

Date: _____

SECRETARY/TREASURER:

By: _____

Date: _____

Approved as to Form:
Gulf Consortium Attorney

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

Gulf Consortium Executive Committee
January 16, 2015

Agenda Item 5.5
Recommendation on Location of 2015 Annual Meeting for
NACo Gulf States Counties and Parishes Caucus Annual Meeting

Statement of Issue:

The Executive Committee should discuss and recommend a location for the 2015 Annual Meeting for the National Association of Counties (NACo) Gulf States Counties and Parishes Caucus.

Background:

The National Association of Counties' Gulf Coast States Counties and Parishes Caucus has established a rotation schedule for its Chair. Florida's rotation as Chair will begin in October 2015, at the Caucus Annual Meeting, and run for a one year term. Gulf Consortium Chair Grover Robinson was selected by the Florida Association of Counties Board of Directors to serve as Chair of the Caucus during the 2015/16 year. The year that a state's representative becomes Chair is when that state is responsible for hosting the annual meeting of the Caucus. Accordingly, Florida will be the host state for the 2015 Annual Meeting of the Caucus in October 2015.

The Florida Association of Counties is asking the Gulf Consortium Board of Directors to provide recommendations on the location of and dates for that October 2015 meeting. The Gulf Consortium Board will rank Gulf Coast counties, in an order of preference and up to three counties, so that staff for the Florida Association of Counties can begin to research the availability of appropriate facilities for the October 2015 event.

Fiscal Impact:

None.

Recommendation:

Identify, for the Gulf Consortium Board, a list of three Florida Gulf Coast counties, in rank order, in which to host the NACo Gulf Coast Caucus 2015 Annual Meeting. Also, recommend to the Gulf Consortium Board of Directors a proposed date for the October 2015 meeting.

Prepared by:

Chris Holley
Florida Association of Counties
Interim Manager
On: January 12, 2015

Attachment:

None.

**Gulf Consortium Executive Committee
January 16, 2015**

**Agenda Item 5.6
Discussion of Officer Elections for 2015**

Executive Summary:

The Executive Committee should discuss the slate of nominees for the officer and Executive Committee positions for 2015.

Background:

The elections of 2015 officers will be held at the Consortium's Board meeting on January 21, 2015. The three elected offices includes a 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, 2014,
- 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 2016.

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 and 2014, 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, 2014. The following individuals have self-nominated for office in 2015:

Sara Comander (Walton)
Chris Constance (Charlotte)
Susan Latvala (Pinellas)
George Neugent (Monroe)
Grover Robinson (Escambia)
Warren Yeager (Gulf)

Options:

This agenda item is for informational only. No action by the Executive Committee is required.

Fiscal Impact:

None.

Recommendation:

No action is required.

Prepared by:

Chris Holley
Florida Association of Counties
Interim Manager
On: January 12, 2015

Attachment:

November 2012 adopted election process

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.