

CONDUCT POLICY  
for  
The Gulf Consortium

June 2024



## Contents

DEFINITIONS.....	3
Introduction and Overview .....	3
C-1. Equal Employment Opportunity.....	4
C-2. Compliance with Laws and Regulations; Individual Responsibility .....	6
C-3. Ethical Requirements and Conflicts of Interest .....	6
C-4. Voting Conflicts .....	8
C-5. Financial Integrity.....	8
C-6. Government Project Standards .....	9
C-7. Whistleblower Protection Policy.....	10

## DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in the Gulf Consortium Policies:

1. "Board" means the Board of Directors of the Gulf Consortium.
2. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
3. "Consortium" shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
4. "Data" means recorded information, regardless of form or characteristic.
5. "General Counsel" shall refer to the person or persons retained to provide legal counsel to the Consortium.
6. "General Manager" shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
7. "Member County" shall mean a county which is a member of the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
8. "Person" means any business, individual, committee, club, other organization, or group of individuals.

## INTRODUCTION AND OVERVIEW

The Gulf Consortium adheres to sound professional and ethical standards without compromise. The intent of this Code of Conduct ("Code") is to establish clear ethical guidelines and requirements applicable to all persons and entities working for or on behalf of the Gulf Consortium. Every Director, employee, contractor, consultant, or agent

appointed or working on behalf of the Gulf Consortium must read, understand, and comply fully with the principles established by this Code of Conduct.

Ethical conduct is a matter of proper intent, characterized by truthfulness and honesty, compliance with all applicable laws and regulations, and the careful exercise of good professional judgment. Occasionally, one may be placed in situations in which there is a good-faith disagreement as to what may be the appropriate course of conduct. This Policy is not an exhaustive description of appropriate conduct, because it is impractical to cover in a document of this nature all the significant legal requirements of each jurisdiction in which the Gulf Consortium operates.

The Gulf Consortium requires its Directors, employees, and consultants (including but not limited to the General Manager and General Counsel) to:

- Abide by the ethical requirements set forth in the Florida Constitution and Chapter 112, Florida Statutes;
- Uphold the highest standards of ethical conduct in every action they take;
- Know the rules and laws that govern their duties, and follow them;
- Perform all duties to the best of their ability at all times;
- Use their best efforts to promote and protect the interests of the Gulf Consortium; and
- Operate in the best interest of the public and the member counties the Gulf Consortium serves.

The Gulf Consortium regards violations of this Conduct Policy as serious matters. A breach of established policy can put the Gulf Consortium and its member Counties at risk. Anyone who violates this Conduct Policy may be subject to disciplinary action. In addition, violations of law can result in civil or criminal penalties to the individual as well as the Gulf Consortium. This can also apply to an employee, contractor, consultant, or agent at any level of the Gulf Consortium who directs, approves, or condones violations, or who has knowledge of violations and does not promptly report and correct them.

## **C-1. EQUAL EMPLOYMENT OPPORTUNITY AND TITLE VI POLICY**

It is the Gulf Consortium's policy to provide equal consideration in all employment matters regardless of race, color, religion, sex, age, national origin, handicap/disability, veteran's status, or sexual preference. The Gulf Consortium seeks to provide an environment that is free of unlawful discrimination and harassment.

The Gulf Consortium complies with all applicable government employment laws and regulations.

The Gulf Consortium complies with the mandates of the Americans with Disabilities Act of 1990, as amended (ADA). In that regard, qualified individuals with disabilities are encouraged to participate with the Gulf Consortium and the Gulf Consortium will reasonably accommodate such individuals.

The Gulf Consortium operates in compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). The Gulf Consortium is committed to ensuring that no person is excluded from participation in, or denied the benefits of the programs and services it offers.

Persons requiring special language services related to any program, service, or activity offered by the Gulf Consortium should contact the General Manager via the contact information provided below.

The Gulf Consortium has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, age, disability, religion, income or family status in any of Consortium's programs, services or activities may file a complaint with the Consortium.

Complaints should be submitted to:

ATTN: Gulf Consortium General Manager  
The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789  
Phone: 407-629-2185  
Email: [Gulf.Consortium@balmoralgroup.us](mailto:Gulf.Consortium@balmoralgroup.us)

If possible, the complaint should be submitted in writing and contain the identity of

the complainant, the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability, family or income status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the General Manager for assistance.

## **C-2. COMPLIANCE WITH LAWS AND REGULATIONS; INDIVIDUAL RESPONSIBILITY**

It is of critical importance that all Gulf Consortium Directors, employees, contractors, consultants, and agents understand and comply with all applicable federal, state and local laws. If Gulf Consortium Directors, employees, contractors, consultants, or agents have questions concerning a specific legal or regulatory requirement or concerning a particular situation, they should, consult with the Gulf Consortium's General Counsel.

As a basic tenet of high professional and ethical standards, each person is responsible for their own conduct. Consortium Directors, employees, contractors, consultants, and agents may not justify illegal or unethical conduct by claiming they were ordered by someone else or that such conduct was only "minor" in nature. Nor may Consortium Directors, employees, contractors, consultants, or agents direct someone to commit an illegal or unethical act or omission, regardless of the perceived "minor" nature of the conduct. If a representative of the Gulf Consortium is approached by anyone inside or outside the Gulf Consortium with a request to do something unethical or illegal, that person should refuse to do so and immediately report the incident to the General Manager and/or General Counsel.

## **C-3. ETHICAL REQUIREMENTS AND CONFLICTS OF INTEREST**

The Gulf Consortium shall adhere to the Code of Ethics for Public Officers and Employees codified in Chapter 112, Part III, Florida Statutes. Chapter 112, Part III, Florida Statutes, prohibits, among other things, the following:

- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from soliciting or accepting any gift, loan, favor, reward, or service (i.e. anything of value) that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or employee "would be influenced thereby."

- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from transacting business on behalf of the Gulf Consortium with any business entity in which either the Director, employee, managing consultant, General Counsel or their immediate family has a "material interest," defined as direct or indirect ownership of more than 5% of the total assets or capital stock of such business entity.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from accepting compensation to influence any action in his/her official capacity with the Gulf Consortium.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from using his/her position to secure a special privilege, benefit, or exemption for him/herself or others.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from holding any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Gulf Consortium. Nothing herein shall be construed as prohibiting a Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from holding any employment or contractual relationship with a subrecipient member county, unless such would otherwise be in violation of Chapter 112, Part III, Florida Statutes.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from disclosing or using information not available to the general public, gained by reason of their official position, for his/her personal gain or for the gain of any other person or business entity.
- Gulf Consortium Directors shall notify the General Manager of any actual or potential violations of the Code of Ethics for Public Officers and Employees as they pertain to SEP projects undertaken by their respective subrecipient

member counties upon becoming aware of any such actual or potential violations.

All contractors and suppliers engaging in business transactions with the Gulf Consortium shall be advised of these prohibitions. Any questions concerning these or other ethical requirements applicable to the Consortium should be referred to the Consortium's General Counsel.

#### **C-4. VOTING CONFLICTS**

In accordance with section 112.3143, F.S., Gulf Consortium Directors are prohibited from voting on any matter that the Director knows would inure to his or her special private gain or loss, or to the special private gain or loss of: (1) any principal by whom the Director is retained; (2) any "relative" as defined in section 112.3143, F.S.; or any business associate of the Director.

If a Director is unsure whether a voting conflict issue exists, Directors are strongly encouraged to consult with Gulf Consortium General Counsel prior to Board meetings at which official action will be taken, to identify potential voting conflict issues. Note, Directors are not required to abstain from voting on grant applications or SEP Amendments for their County. Directors shall make every reasonable effort to disclose the nature of the conflict in a written memorandum filed with the General Manager prior to the vote.

If a voting conflict is identified, Directors must: (1) disclose the nature of the conflict prior to the vote being taken, and (2) refrain from voting on the item. In the event of conflict, Directors must abstain from voting, such abstention shall be recorded in the minutes. In the event it is not possible for the Director to file a written memorandum before the vote, it shall be filed with the General Manager no later than 15 days after the vote. Upon disclosing the nature of the conflict, the Director may participate in Board discussion of the item.

#### **C-5. FINANCIAL INTEGRITY**

The financial books, records, and accounts of the Gulf Consortium must accurately and fairly reflect in reasonable detail the Gulf Consortium's assets, liabilities, revenues, and expenses. Any person or entity having occasion to prepare such records must do so in conformity with 2 CFR Part 200, generally accepted accounting principles (GAAP), generally accepted auditing standards (GAAS), and the U.S. Foreign Corrupt Practices



Act, as amended. No false or fictitious entries may be made on the books, records, or accounts of the Gulf Consortium, nor shall funds or accounts be established or maintained for purposes that are not fully and accurately described. Payments may be made only to the contracting party or a valid assignee, and only for actual services rendered or products delivered. The use of the Gulf Consortium's funds or assets for unlawful purposes is strictly prohibited. Any consultant working on behalf of the Gulf Consortium which prepares financial information for the Gulf Consortium must also be aware of and abide by these standards.

## **C-6. GOVERNMENT PROJECT STANDARDS**

Throughout all dealings with any governmental entity, no false, fictitious, or fraudulent statements may be made by a Director, employee, contractor, consultant, or agent on behalf of the Gulf Consortium. This is true whether any such statement is made in proposals, invoices, reports, or negotiations, including negotiations of disputes. It is imperative that all invoices and claims submitted to governmental agencies on behalf of the Gulf Consortium accurately reflect the work performed and are in strict conformance with the requirements of the applicable grants. When negotiating disputes with a governmental entity on behalf of the Consortium, such as scope, quality of work, or price, it is not permissible for Consortium agents or representatives to bolster the Gulf Consortium's position with unsupportable claims. Similarly, absent appropriate approval, there will be no use of government-owned equipment for purposes other than its intended contractual use.

In any transaction involving the United States Government, Consortium Directors, employees, contractors, consultants, and agents must comply with the provisions of the Truth in Negotiations Act, 10 U.S.C. § 2306. All "cost and pricing data" on Federal projects must be accurate, current, and complete, and records of such information must be retained. Further, it is a fundamental principle of the United States procurement process that government contractors must not improperly obtain, use, or disclose source selection or proprietary information.

The Gulf Consortium will neither give nor encourage anyone else to give inducements to governmental employees or contractors for the purpose of obtaining favorable treatment in connection with a contract or subcontract. Further, the Gulf Consortium shall not contribute or donate, or commit to contribute or donate, Gulf Consortium funds, services, or other resources for any political cause, party, or candidate. However,

Gulf Consortium Directors, employees, contractors, consultants, and agents may make voluntary personal contributions to any lawful political causes, parties, or candidates as long as such individuals do not represent that such contributions come from the Gulf Consortium.

## **C-7. WHISTLEBLOWER PROTECTION POLICY**

The Gulf Consortium is committed to providing an environment in which there is open discussion of operations and practices. Accordingly, any person, including any Gulf Consortium Director, employee, contractor, consultant, or agent who has reason to believe the Gulf Consortium or any of its Directors, employees, contractors, consultants, and agents are violating or not complying with State or Federal statutes, rules, or regulations is encouraged to report such concerns to the Consortium's General Manager or General Counsel.

The Gulf Consortium shall fully comply with Florida's "Whistle-blower's Act," codified at sections 112.3187 to 112.31895, Florida Statutes. Pursuant to such Act, no adverse personnel action shall be taken against any person who reports suspected misconduct, fraud, gross mismanagement, or abuse, irrespective of whether the information contained in the report is ultimately substantiated. Adverse personnel action includes but is not limited to termination, demotion, suspension, transfer, reduction in salary or benefits, harassment, or any other type of discrimination or adverse action. The whistleblower protections contained herein shall also apply to personnel employed by Gulf Consortium contractors and consultants.

Complaints should be submitted to:

ATTN: Gulf Consortium General Manager  
The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789  
Phone: 407-629-2185  
Email: [Gulf.Consortium@balmoralgroup.us](mailto:Gulf.Consortium@balmoralgroup.us)

OR

ATTN: Lynn Hoshihara and Evan Rosenthal  
Nabors, Giblin & Nickerson, P.A.

1500 Mahan Dr, STE 200  
Tallahassee, FL 32308  
850-224-4070