

**Gulf Consortium Agenda**  
**November 28, 2012**  
**9:00-11:00 a.m. (EST)**  
**Hyatt Regency Sarasota**  
**Sarasota County**

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1. Minutes Approval
2. Updated List of Director's/Alternates
3. Creation of a Consortium Administrative Officer
4. Process for Election of Officers
5. Interim Manager Contract
6. Interim General Counsel Contract
7. Adoption of Interim Financial Policies/Procedures
  - a. Cash Disbursements
  - b. Cash Receipts
  - c. Bank Account Creation/Establishment of Taxpayer Identification Number (TIN)
8. Interim Manager Report
  - a. Governor's Office Meeting
  - b. U.S. Treasury Update
  - c. Stakeholders Report
9. Other Business
10. Next Meeting – Pinellas County, January, 18, 2013
11. Public Comment

**Gulf Consortium**

**November 28, 2012**

**Agenda Item #1**

**Statement of Issue or Executive Summary:** Consortium is a public entity under Chapter 119, Florida Statutes (F.S.) and as such, meetings are required to have minutes.

**Background:** The attached minutes summarize actions taken at the last Consortium Meeting held October 22, 2012 in the Tallahassee City Commission Chambers, Tallahassee, Florida from 1:00 – 4:00 pm.

**Analysis:** The attached accurately reflects Consortium actions.

**Options:**

- 1) Approve a motion to accept minutes as presented.
- 2) Amend minutes.

**Fiscal Impact:** None

**Recommendation:**

Approve a motion that approves minutes.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties

Moved \_\_\_\_\_; Seconded \_\_\_\_\_.

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

**Gulf Consortium Meeting**  
**Monday, October 22, 2012**  
**Tallahassee City Commission Chambers at City Hall**  
**Leon County (Tallahassee)**

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**Directors in attendance:** T. Alexander, B. Barfield, R. Bays, R. Bell, S. Comander, C. Constantine, W. Dukes, D. Edwards, T. Hall, L. Houck, C. Hunsicker, S. Latvala, L. Lynchard, J. Mariano, L. Miller, G. Neugent, D. Parisot, G. Robinson, M. Thomas, L. Wreford, W. Yeager

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**Agenda Item #1 – Introductory Remarks**

Leon County Commissioner Bryan Desloge, President of FAC, welcomed the Gulf Consortium Board of Directors (Board) to Tallahassee and Chris Holley took a roll call of Directors present. Each Director introduced themselves and indicated whether they were their county's appointed director or the alternate.

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**Agenda Item # 2 – Directors' Duties / Responsibilities**

Ms. Ginger Delegal, FAC General Counsel, gave a presentation on the duties and responsibilities of the Board. Then she briefed them on the Sunshine and Public Records Laws, as they apply to the Consortium, and the ethical duties of the Directors.

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**Agenda Item #3 – Governance Discussion**

Mr. Chris Holley, FAC Executive Director, outlined the establishment of elective offices as defined by the Interlocal Agreement. He recommended that the Board allow Directors to submit individual letters of intent to the Board indicating their interest in filling one of the elective offices and have the Directors vote to fill the positions at a future meeting. Discussion ensued. The Board discussed Agenda Item #4.

Mr. Holley then recommended that the Board delay the decision on electing officers until the next Consortium meeting. A motion to delay by one month initiating the process of selecting the Executive Committee was presented by Commissioner George Neugent (Monroe) and seconded by Commissioner Tammy Hall (Lee).

**ACTION: PASSED UNANIMOUSLY**

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**Agenda Item # 4 – State Participation**

Chris Holley informed the Board that he had been in ongoing discussions with the Governor's office as to what the State's participation with the Consortium would be. He informed the Board that the discussions are on-going, with no final decision having yet been made. Discussion ensued and a motion to have Commissioner Grover Robinson (Escambia) and

Commissioner Bryan Desloge continue the discussions with the Governor's office on behalf of the Board was presented by Commissioner Warren Yeager (Gulf) and seconded by Commissioner Sara Comander (Walton). Commissioner Rebecca Bays (Citrus) proposed an amendment the motion to include Commissioner Susan Latvala (Pinellas) as an alternate should Commissioner Robinson not be available to attend a meeting or call. Without objection, the amendment was accepted.

**ACTION: PASSED UNANIMOUSLY**

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**Agenda Item # 5 – Stakeholders Participation**

Mr. Doug Darling (FAC) briefed the Board on the various stakeholder groups that are interested in participating in the planning process with the Consortium and asked for direction from the Board to solicit presentation from stakeholder groups once they had been identified. Discussion ensued. A motion to reach out to currently identified and possible future stakeholder groups was presented by Commissioner Tammy Hall and seconded by Commissioner Lane Lynchard (Santa Rosa).

**ACTION: PASSED UNANIMOUSLY**

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**Agenda Item # 6 – Update of Oil Spill Commission / Elements of a Restoration Plan**

Mr. Eric Doher, Director, Tetra Tech, gave the Board an update on the activities of the Oil Spill Commission outlining the recommendation contained in the draft to date and informed the Board the Commission's final report was due to the Governor and Legislature by January 1, 2013.

Next, Mr. Michael Bomar, Vice President, Tetra Tech, presented to the Board the elements of a comprehensive restoration plan.

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**Agenda Item # 7 – Administrative Infrastructure**

Chris Holley informed the Board it would need to authorize the Florida Association of Counties to continue working on their behalf. A motion to engage the Florida Association of Counties to serve as the interim manager of the Gulf Consortium until the Board of Directors engages the services of a permanent manager, to do all things necessary to further the goals and duties of the Consortium, including, but not limited to 1) representing the Consortium before the United States Department of the Treasury and other entities of the U.S. Government; 2) representing the Consortium before the Florida legislative and executive branches; and 3) engaging the services of consultants and professionals on a temporary basis as needed to accomplish such purposes; and a motion to engage the law firm of Nabors, Giblin & Nickerson to provide interim general counsel services to the Consortium until a permanent one is engaged was presented by Commissioner Warren Yeager and seconded by Commissioner Tammy Hall.

**ACTION: PASSED UNANIMOUSLY**

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**Agenda Item # 8 – Public Comment**

The Board heard public testimony:

Paul Johnson representing the Florida Coastal & Ocean Coalition.

T.J. Marshall representing the Ocean Conservancy.

Jay Liles representing the Florida Wildlife Federation.

Debbie Harrison Rumberger representing herself.

Jim Melvin, Santa Rosa County Commissioner.

Janet Bowman representing the Nature Conservancy.

Ryan Matthews representing the Florida League of Cities.

Cathy Harrelson representing the Gulf Restoration Network.

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**Agenda Item # 9 – Next Steps**

A motion to hold the next Gulf Consortium meeting on November 28, 2012 in Sarasota County was presented by Commissioner Rebecca Bays and seconded by Commissioner Grover Robinson.

**ACTION: PASSED UNANIMOUSLY**

Discussion regarding future meetings and teleconference capability ensued. A motion to hold a Gulf Consortium meeting on January 18, 2013 in Pinellas County was presented by Commissioner Christopher Constance (Charlotte) and seconded by Commissioner Lane Lynchard.

**ACTION: PASSED UNANIMOUSLY**

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**Adjournment**

A motion to adjourn the meeting was presented by Commissioner George Neugent and seconded by Commissioner Latvala.

**ACTION: PASSED UNANIMOUSLY**

**Gulf Consortium  
November 28, 2012  
Agenda Item # 2**

**Statement of Issue or Executive Summary:** Provide Gulf Consortium Director's an updated list of Representatives and Alternates.

**Background:** N/A

**Analysis:** N/A

**Options:** N/A

**Fiscal Impact:** None

**Recommendation:** Provided for Information

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties

**Gulf Consortium**  
**November 28, 2012**  
**Agenda Item # 3 Re Creation of an Administrative Officer**

**Statement of Issue or Executive Summary:** Because the Board has not elected a Chairman, the Consortium does not have an officer authorized to sign the minutes or the contracts of the Interim Manager or General Counsel or to accomplish other actions that may be taken by the Board. The motion creates an Administrative Officer to execute such documents until the time that the Board elects a Chairman.

**Background:** The Consortium's Interlocal Agreement provides for three elected officers: a Chairman, a Vice-chairman and a Secretary-Treasurer. The Board has not elected these officers, although another item for this meeting proposes an election process for the holding of the elections at the January 18, 2013 meeting of the Board. The Interlocal Agreement also authorizes the Board to create "any and all necessary officers" in addition to the Chairman, Vice-chairman and Secretary-Treasurer. § 4.01(A)(18). The Interlocal Agreement authorizes the Chairman to sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of the Consortium as may be approved by action of the Board. § 3.05. At this point, there is no officer authorized to act in the absence of an elected Chairman to sign documents executing actions approved by the Board. Documents awaiting signatures include the minutes from the last meeting, the contracts for the Florida Association of Counties to serve as Interim Manager and Nabors, Giblin & Nickerson, P.A. to serve as Interim General Counsel. Additionally, it is safe to assume that other documents furthering the actions taken by the Board will require execution prior to the election of the Chairman.

**Analysis:** The motion if approved will create an Administrative Officer to execute such documents until a Chairman is elected by the Board. A separate motion will be required to fill the position with one of the Directors.

**Options:**

- 1) Approve the motion creating the office of Administrative Officer.
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:** Approve a motion that creates the office of Administrative Officer.

**Prepared by:** Sarah M. Bleakley, Esq., Nabors, Giblin & Nickerson, P.A., Interim General Counsel.

Moved \_\_\_\_\_; Seconded\_\_\_\_\_.

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

**MOTION to Create an Administrative Officer** to sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of the Interlocal Agreement as may be approved by resolution or other action of the Board on an interim basis until the Chairman is elected.

**Gulf Consortium Board Meeting Agenda Item Cover Sheet**  
**November 28, 2012**  
**Agenda Item # 4 Re Election of Officers Process**

**Statement of Issue or Executive Summary:** The Board is required to elect three officers from among the Directors. The attached motion provides a process for the election of the Chairman, Vice-chairman and Secretary-Treasurer officers for the first year and annually thereafter.

The first year process includes:

- self-nomination for one or more of the offices sought,
- notification to the Interim Manager by December 14<sup>th</sup>,
- approval by the respective Board of County Commissioners of the Director's candidacy,
- establishment of the order of elections and balloting, and
- majority vote requirements.

Beginning with the election the following year, the annual election process follows the same general guidelines.

**Background:** The Interlocal Agreement establishes the following elective offices: 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. 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 that, together with the elected officers, shall constitute an Executive Committee.

**Analysis:** The motion if approved will create a process for the election of the first set of elected officers of the Gulf Consortium and an annual election process beginning in the second year.

**Options:**

- 1) Approve the motion establishing an election process for the Chairman, Vice-Chairman, and Secretary-Treasurer.
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:**

Approve a motion that establishes an election process for the Chairman, Vice-Chairman, and Secretary-Treasurer for the first year and annually thereafter.

**Prepared by:** Sarah M. Bleakley, Esq., Nabors, Giblin & Nickerson, P.A., Interim General Counsel.

Moved \_\_\_\_\_; Seconded \_\_\_\_\_.

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

**MOTION to approve the following process for the election of the Chairman, Vice Chairman and Secretary-Treasurer officers for the first year and a similar process for elections thereafter.**

**First Year.** For the term commencing upon election and ending upon the election of officers next in 2014 the following election process is approved:

- **Self Nomination and Notification; Timelines.**-- Any Director wishing to run for an elected office shall formally declare his/her candidacy by December 14, 2012. The Director's declaration of candidacy must be in writing, stating the office or offices sought, and be received by the Interim Manager Florida Association of Counties on or before December 14, 2012. The Director shall send the declaration of candidacy to the Interim Manager by either (a) express delivery, return receipt requested, or (b) via electronic mail (email). The Interim 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 Interim Manager on or before December 14, 2012.
- **Board of County Commissioners Approval.**-- On or before the Gulf Consortium's meeting on January 18, 2013, a Director who is a candidate for office shall cause to be delivered a letter or resolution to the Interim Manager from that Director's board of county commissioners stating its support the candidacy for an officer of the Gulf Consortium.
- **Order of Election and Written Ballot.**-- At the January 18, 2013 meeting of the Board of Directors, the Interim 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.

**Second Year and Thereafter.** Commencing with the elections in 2014 and applicable annually thereafter, the following election process is approved:

- **Date of Election.** Election of officers shall be held annually at the Board's first meeting of the calendar year (the "Election Meeting").
- **Term of Office.** An officer shall take office immediately upon election. The term of office shall end upon the election of the officer at the following year's Election Meeting of the Board
- **Self Nomination and Notification; Timelines.--** Any Director wishing to run for an elected office shall formally declare his/her candidacy by the Qualifying Date which is either December 15 of the year before the term begins, or such other date, as set by the Manager, that is not less than 20 days prior to the Election Meeting. The Manager shall provide notice to each Director of the Qualifying Date at least 45 days before the Election Meeting. The Director's declaration of candidacy must be in writing, stating the office or offices sought, and be received by the Manager on or before the Qualifying Date. The Director shall send the declaration of candidacy to the Manager by either (a) express delivery, return receipt requested, or (b) via electronic mail (email). The Manager shall acknowledge receipt of emails declaring candidacy within 24 hours of receipt. However, it shall be the responsibility of the Director declaring his or her candidacy to assure that the email has been received by the Manager on or before the qualifying date.
- **Board of County Commissioners Approval.--** On or before the Election Meeting, a Director who is a candidate for office shall cause to be delivered a letter or resolution to the Manager from that Director's board of county commissioners stating its support for that Director's candidacy for an officer of the Gulf Consortium.
- **Order of Election and Written Ballot.--** At the Election Meeting of the Board of Directors, the Manager shall conduct the election of the offices for the Chairman, Vice-Chairman and Secretary-Treasurer in that order. Qualified candidates shall be given an opportunity to address the Directors for three minutes each. After the candidates' presentation for the respective office, the Interim Manager shall issue a written ballot for each Director to vote his or her preference for that office.
- **Majority Vote Requirements.--** A majority vote of the Directors present shall be required for the election of the officer. Voting shall continue until a majority vote of the Directors present is achieved for a candidate for the office. In case of a tie, the Interim Manager shall call for another vote for those tied until the office is filled by a majority vote of the Directors present.

**Gulf Consortium**

**November 28, 2012**

**Agenda Item # 5**

**Statement of Issue or Executive Summary:** As a public entity, the Gulf Consortium requires the professional services of a Manager to assist in administrative responsibilities.

**Background:** The Gulf Consortium has multiple start-up responsibilities to ensure meetings, policies and procedures are compliant with Florida Law. The Florida Association of Counties (FAC) is uniquely positioned to provide services, on an interim basis, to the Gulf Consortium.

**Analysis:** At the last Gulf Consortium meeting, a motion was passed that the Interim Manager be FAC. The attached contract accomplishes that direction.

**Options:**

- 1) Approve the contract as presented and authorize the Administrative Officer to execute the contract.
- 2) Provide other direction.

**Fiscal Impact:** \$5000 per month. Additionally, travel expenses will be paid in accordance with Section 112.061, Florida Statutes. Travel must have prior approval by the Interim Manager.

**Recommendation:**

Approve a motion directing the Administrative Officer to execute the contract.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties.

Moved \_\_\_\_\_; Seconded \_\_\_\_\_.

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE GULF CONSORTIUM  
AND THE FLORIDA ASSOCIATION OF COUNTIES, INC.**

**THIS AGREEMENT** is made the 19th day of October, 2012, between the Gulf Consortium, a legal entity created under Chapter 163, Florida Statutes, hereinafter referred to as the "Consortium", and the Florida Association of Counties, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association".

**WHEREAS**, the Consortium having been created on October 19, 2012, and having held its first meeting on October 22, 2012; and

**WHEREAS**, the Consortium has not yet hired a permanent Manager but is in need of management and administration services and desires to ensure that such services are performed in the interim; and

**WHEREAS**, the Association can provide Florida local government administration, management and finance services; and

**WHEREAS**, it may be necessary and desirable to employ subcontractors to assist the Association with representation before local, state and federal public bodies and agencies on matters related to Florida counties and the RESTORE Act; and on matters related to the administration of the policies of the Board of Directors of the Consortium; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

**SECTION 1.01. DEFINITIONS.** As used in this Agreement, capitalized words shall have the meaning indicated below, unless the context otherwise requires:

**"Agreement"** means this agreement, between the Association and the Consortium, for interim Manager services, including any amendments and supplements hereto, executed and delivered in accordance with this agreement.

**"Association"** means the Florida Association of Counties, Inc., a Florida non profit corporation.

**"Board"** means the Board of Directors of the Consortium.

**"Consortium"** means the Gulf Consortium, a legal entity and public body created by the Interlocal Agreement, on October 19, 2012.

**"Interlocal Agreement"** means the interlocal agreement entered into by participating counties pursuant to section 163.01(7), Florida Statutes, creating the Consortium and establishing its charter.

**"Manager"** means the entity selected and engaged by the Board to provide administrative functions for the Consortium.

**"RESTORE Act"** means the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012.

## **ARTICLE II INTERIM MANAGER SERVICES**

**SECTION 2.01. SERVICES TO BE PROVIDED.** The Association shall assist in managing and administering the policies of the Board of Directors of the Consortium on an interim basis, including but not limited to:

- A. Serving as the interim manager, as contemplated in the Interlocal Agreement, to administer the operations of the Consortium and perform all other administrative duties, as directed by the Board and in compliance with all applicable laws;
- B. Providing the Consortium with a report of activities of the interim Manager;
- C. Facilitating meetings of the Consortium, as needed or as requested by the Board;
- D. With notice to the Board, temporarily hiring, engaging, or subcontracting staff, attorneys and professionals as an advocate and represent the interests of the Consortium in the federal rulemaking process and as an advocate and represent the interests of the Consortium before federal and state agencies and the Legislature; and
- E. Doing all other things necessary to further the goals and duties of the Consortium;  
and
- F. Preparing and presenting for Board approval, an interim budget, by April 30, 2013 for the remainder of the fiscal year of the initial year of creation of the Consortium.

**SECTION 2.02. OBLIGATIONS OF THE ASSOCIATION.** In carrying out the services described in Section 2.01 hereof, the Association shall:

- A. Adhere to all applicable laws, including but not limited to the Florida Open Meeting and Records Laws, the RESTORE Act, and Chapter 163, Florida Statutes; all Board policies and procedures; and the provisions of the Interlocal Agreement;
- B. Maintain a principal place of business in Leon County, Florida, as contemplated in the Interlocal Agreement;
- C. Make expenditures in conformity with the approved interim budget, with express approval of the Board, or in accordance with any adopted policies, resolutions, or other written instructions, approved by the Board.

### **SECTION 2.03. COMPENSATION.**

- A. The Consortium shall pay the Association \$5,000.00 per month, for the term of this Agreement. Travel expenses will be paid, in addition to the amount above, in accordance with Section 112.061, Florida Statutes. The Association will submit monthly invoices to the Consortium and the Consortium will not pay the Association until an invoice is received.

B. While it is not contemplated at this time, there may be additional expenses (e.g., banking fees, auditing fees, website enhancements, software purchases, directly and exclusively related to the Consortium) for which the Association will seek reimbursement from the Consortium in the future. Nothing in this Agreement would prohibit the Association from submitting such expenses to the Consortium for reimbursement nor prohibit the Consortium for providing payment for such expenses during the term of this Agreement. No such expenses would be reimbursed and no invoices received by the Consortium absent express authorization of the Board.

### **ARTICLE III GENERAL PROVISIONS**

**SECTION 3.01. TERM OF AGREEMENT.** Upon execution, this Agreement shall be effective October 19, 2012, and shall continue in effect through and including September 31, 2013. The interim Manager shall serve at the pleasure of the Board. However, this Agreement may be terminated by the Association upon 60 days' notice in writing to the other party. The Consortium and the Association can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.

**SECTION 3.02. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery, by mail or email. Unless otherwise designated in writing by the parties, all notices, bills and payments sent by mail or email should be addressed as follows:

Consortium: Florida Association of Counties  
Interim Gulf Consortium Manager  
100 South Monroe Street  
Tallahassee, FL 32301  
850-922-4300  
ATTN: Christopher L. Holley  
[Cholley@fl-counties.com](mailto:Cholley@fl-counties.com)

Association: Christopher L. Holley, Executive Director  
Florida Association of Counties  
100 South Monroe Street  
Tallahassee, FL 32301  
850-922-4300  
[cholley@fl-counties.com](mailto:cholley@fl-counties.com)

**SECTION 3.03. NON-DISCRIMINATION.** The Association shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

**SECTION 3.04. CONFLICT OF INTEREST.** The Association is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the Consortium and the Association that the Association maintain the highest standards of ethical propriety in connection with its duties under this Agreement, and that the Association shall have no conflicts of interest which would give the appearance of any impropriety.

**SECTION 3.05. JURISDICTION.** This Agreement and its performance and any suits and special proceedings under this agreement shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

**SECTION 3.06. VENUE.** The Consortium and the Association acknowledge that for any and all legal action regarding this Agreement, venue will be in Leon County, Florida.

**SECTION 3.07. CONSTRUCTION OF AGREEMENT.** Each party of this Agreement acknowledges that it has had the opportunity to review this contract and consult with legal counsel regarding its terms, and each party agrees that neither party will be considered the drafter of this Agreement for purposes of legal construction in the event of any dispute.

**SECTION 3.08. ENTIRE AGREEMENT.** This Agreement is acknowledged to constitute the entire agreement and understanding between the parties, that the provisions of this Agreement supersede any prior oral or written agreements, communications, or understandings between the parties, and that any other oral or written representations made by either party prior to execution of this Agreement are hereby merged into this Agreement, or otherwise are void and unenforceable.

**SECTION 3.09. SEVERABILITY OF PROVISIONS.** In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to survive as if the unenforceable provision had not been included, unless such a construction would cause this Agreement to fail of its essential terms.

**IN WITNESS WHEREOF**, the GULF CONSORTIUM and the FLORIDA ASSOCIATION OF COUNTIES, INC., have caused this Agreement to be executed on the date first mentioned above.

**GULF CONSORTIUM**

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

**FLORIDA ASSOCIATION OF COUNTIES, INC.**

By: \_\_\_\_\_  
Christopher L. Holley, Executive Director

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE FLORIDA ASSOCIATION OF COUNTIES  
AND  
DDARLING CONSULTING**

**THIS AGREEMENT** is made the 1<sup>st</sup> day of July, 2012, between the Florida Association of Counties, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association," and DDarling Consulting, hereinafter referred to as "Contractor."

**WHEREAS**, the Contractor is duly experienced in the field of Florida government administration, management and finance; and

**WHEREAS**, in the judgment of the Association, it is necessary and desirable to employ the services of the Contractor to assist the Association with representation before local, state and federal public bodies and agencies on matters related to Florida counties and the RESTORE Act.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART 1 – SPECIAL PROVISIONS**

1. **SERVICES TO BE PROVIDED:** The Contractor shall consult and advise the Association on the RESTORE Act and assist in managing and administering the initial implementation of the RESTORE Act, involving local, state and federal public bodies and agencies, including but not limited to:
  - a. Assisting the Association in the development of strategies regarding RESTORE;
  - b. As directed by the Association's Executive Director or Legislative Director, or their designees as identified in writing, assisting the Association with development of strategies regarding regulatory issues, administrative agencies, or other issues which may arise during the course of this Agreement, as related to RESTORE;
  - c. Providing the Association with a report of activities of the Contractor pursuant to this Agreement at any time upon request;
  - d. Facilitating meetings with the Office of the Governor, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Economic Opportunity, NRDA Trustee(s), and Florida county coalitions, as needed or as requested by the Association;
  - e. Attending other meetings and conferences, and participating in telephone conference calls and webinars, in furtherance of the Contractor's duties under this Agreement, as needed or as requested by the Association;

- f. Assisting in the development and establishment and start up operations of the county consortium, as is required by the RESTORE Act;
  - g. Filing all necessary local, state and federal lobbyist registration forms and reports on behalf of the Association and the Contractor;
  - h. Such other tasks as the Association or its designee as identified in writing, from time to time may request in connection with the subject matter of this Agreement, the RESTORE Act.
2. **NOTIFICATION OF MEETINGS:** It is specifically contemplated that the Contractor will make every effort to notify the Executive Director and/or the Legislative Director of the Association in advance of any meetings scheduled by the Contractor with local, state, or federal public officials or others with regard to the duties of the Contractor under this Agreement, so that the Association may have a representative present at such meetings if the Association wishes to do so.
3. **PAYMENT:**
- a. The Contractor will be paid at the rate of \$2,000.00 per month for the term of this Agreement, in an amount not to exceed \$12,000.
  - b. The Contractor shall submit monthly invoices, the first of which shall be submitted no later than August 6, 2012, for the month of July 2012, and then monthly thereafter. Payment will not be made by the Association until an invoice is received. The invoices shall include any actual expenses for reimbursement that have been preapproved by the Executive Director and not otherwise paid for by another provision of this Agreement. Examples of these expenses include but are not limited to incidental travel expenses, like meals, taxi fares, and parking. In addition, the Association agrees to pay for any and all lobbyist registration fees that are required for the Contractor to lawfully represent the Association before local, state and federal public bodies.
4. **TRAVEL EXPENSES:** The Association shall secure and pay, in advance, for the cost of the Contractor's travel expenses to include hotel, airfare, and rental cars.
5. **OFFICE AVAILABILITY:** The Contractor shall have access to and use of office space, computer access, a landline telephone, and other miscellaneous office equipment, during the regular business hours of the Association, at the Association's expense to be used exclusively for fulfilling the Contractor's duties under this Agreement. Use of personal cell phone will be reimbursed at basic rate.

## **PART II- GENERAL PROVISIONS**

6. **STATUS OF CONTRACTOR:** The parties intend that the Contractor, in performing the services specified in this Agreement, shall receive direction from the Association as to strategies and goals of the Contractor's duties under this

Agreement, and may receive specific requests from the Association regarding particular actions which should be made in furtherance of the Contractor's duties under this Agreement, but that the Contractor is acting at all times as an independent contractor and shall have control of Contractor's business, and the work and the manner in which it is performed. The Contractor is not to be considered an agent or employee of the Association and is not entitled to participate in any pension plan, health or other insurance, bonus, or similar benefits the Association may provide to its employees. The Contractor shall have no power to bind the Association to any contract or other obligation, and the Contractor is not authorized to represent that the Contractor is an agent, partner, or employee of the Association for purposes of entering into contracts or other binding obligations.

7. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS:** All notices, bills, and payments shall be made in writing and may be given by personal delivery, by mail or email. Unless otherwise designated in writing by the parties, all notices, bills and payments sent by mail or email should be addressed as follows:

**Association:** Christopher L. Holley, Executive Director  
Florida Association of Counties  
100 South Monroe Street  
Tallahassee, FL 32301  
850-922-4300  
[colley@fl-counties.com](mailto:colley@fl-counties.com)

**Contractor:** Doug Darling  
DDarling Consulting  
2639 Street Fair Lane  
Tallahassee, FL 32317  
850-212-3399  
[ddarlingconsulting@gmail.com](mailto:ddarlingconsulting@gmail.com)

8. **NON-DISCRIMINATION:** The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
9. **CONFLICT OF INTEREST:** The Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the Association and the Contractor that the Contractor maintain the highest standards of ethical propriety in connection with its duties under this Agreement, and that the Contractor shall have no conflicts of interest which would give the appearance of any impropriety. Conflict of interest includes, but is not limited to, the appearance of any conflict of interest with any position of the Association or any of the Association's interests on any subject matter, whether

any such conflict of interest be on behalf of any client or on behalf of the Contractor individually. The Contractor represents that it has disclosed, prior to executing this Agreement, all potential conflict of interest between the interests of the Association and any existing clients of the Contractor. In the event that the Contractor wishes to be retained by clients other than the Association, and the representation of those other clients may present a potential conflict of interest with the Association, the full scope of such representation and conflicts must be disclosed to the Association by the Contractor in advance, so that the Association may determine if the potential conflict of interest is one that it wishes to waive, or if the potential conflict may otherwise be resolved.

10. **CONFLICT OF TIME AND AVAILABILITY:** It is specifically acknowledged by the Contractor and contemplated by this Agreement that the Contractor be sufficiently available to the Association to fulfill its duties under this Agreement as requested by the Association. In the event that the Contractor wishes to be retained by clients other than the Association and the representation by the Contractor of those other clients will require substantial portions of the Contractor's professional availability during the term of this Agreement, the Contractor shall advise the Association in advance of being retained by such other clients so that the Association may determine the potential for conflict between the Contractor's duties under this agreement and the duties requested by other clients, and the parties may resolve any concerns which arise.
11. **TERM OF AGREEMENT:** Upon execution, this Agreement shall be effective July 1, 2012, and shall continue in effect through and including December 31, 2012. However, this Agreement may be terminated by either party at any time upon 15 days' notice in writing to the other party. Upon such a termination, the Contractor shall be entitled to compensation through and including the day of termination. The Association and the Contractor can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.
12. **JURISDICTION:** This Agreement and its performance and any suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
13. **VENUE:** The Contractor and the Association acknowledge that for any and all legal action regarding this Agreement, venue will be in Leon County, Florida.
14. **INDEMNIFICATION:** The Contractor hereby agrees to indemnify and hold harmless the Association from all claims, damages, liabilities or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including any violations or breaches of law or rule by the Contractor with regard to its professional licenses, registrations or lobbying activities, including but not limited to costs and a reasonable attorney's fee. The Association may, at its sole option,

defend itself or allow the Contractor to provide the defense, but the Contractor agrees in either case to make itself reasonably available and fully cooperate with the Association in the defense of any such claim by the Association. The Contractor acknowledges that ten dollars (\$10.00) of the amounts paid to the Contractor is good and sufficient consideration for the Contractor's indemnification of the Association.

15. **CONSTRUCTION OF AGREEMENT:** Each party to this Agreement acknowledges that it has had the opportunity to review this contract and consult with legal counsel regarding its terms, and each party agrees that neither party will be considered the drafter of this Agreement for purposes of legal construction in the event of any dispute.
16. **ENTIRE AGREEMENT:** This Agreement is acknowledged to constitute the entire agreement and understanding between the parties, that the provisions of this Agreement supersede any prior oral or written agreements, communications, or understandings between the parties, and that any other oral or written representations made by either party prior to execution of this Agreement are hereby merged into this Agreement, or otherwise are void and unenforceable.
17. **SEVERABILITY OF PROVISIONS:** In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to survive as if the unenforceable provision had not been included, unless such a construction would cause this Agreement to fail of its essential terms.

**IN WITNESS WHEREOF**, the FLORIDA ASSOCIATION OF COUNTIES, INC. and DDARLING CONSULTING have caused this Agreement to be executed on the date first mentioned above.

**FLORIDA ASSOCIATION OF COUNTIES) INC.**

By:   
Christopher L. Holley, Executive Director

**DDARLING CONSULTING**

By:   
Doug Darling

**AMENDMENT #1  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE FLORIDA ASSOCIATION OF COUNTIES  
AND  
DDARLING CONSULTING**

**THIS AMENDMENT** is made the 5th day of November 2012, between the Florida Association of Counties, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association," and DDarling Consulting, hereinafter referred to as "Contractor."

**WHEREAS**, the parties entered into an agreement on July 1, 2012 ("the Agreement"), under which the Contractor was engaged to assist in representing the Association before local, state and federal public bodies and agencies on matters related to Florida counties and the RESTORE Act; and

**WHEREAS**, the parties desire to continue their relationship but modify certain terms of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto amend the Agreement as follows:

**SECTION 1.0.AMENDMENT TO PAYMENT PROVISION.** Paragraph 3 of the Agreement is amended as follows:

**3. PAYMENT:** Beginning October 1, 2012. Contractor will be paid at the rate of \$5,000 per month for the term of this Agreement, in an amount not to exceed \$30,000.

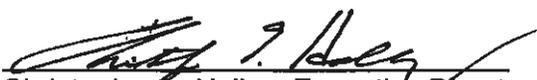
**SECTION 2.0.AMENDMENT TO TERM OF AGREEMENT PROVISION.** Section 11 of the Agreement is amended as follows:

**11. TERM OF AGREEMENT:** Upon execution, this Agreement shall be effective July 1, 2012, and shall continue in effect through and including March 31, 2013. However, this Agreement may be terminated by either party at any time upon 15 days' notice in writing to the other party. Upon such a termination, the Contractor shall be entitled to compensation through and including the day of termination. The Association and the Contractor can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.

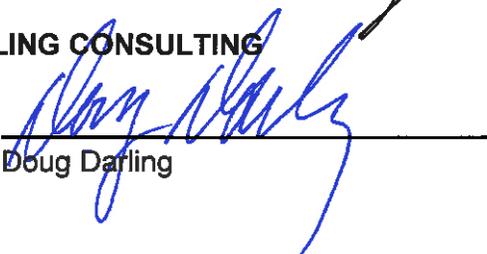
**SECTION 3.0.SURVIVABILITY OF REMAINING PROVISIONS.** All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the FLORIDA ASSOCIATION OF COUNTIES, INC. and DDARLING CONSULTING have caused this Agreement to be executed on the date first mentioned above.

FLORIDA ASSOCIATION OF COUNTIES, INC.

By:   
Christopher L. Holley, Executive Director

**DDARLING CONSULTING**

By:   
Doug Darling

**Gulf Consortium  
November 28, 2012  
Agenda Item # 6**

**Statement of Issue or Executive Summary:** As a public entity, the Gulf Consortium requires the professional services of a General Counsel in order to provide legal assistance and advice.

**Background:** The Gulf Consortium has multiple responsibilities for ensuring proceedings and actions are compliant with Florida Law. A General Counsel, and the expertise they provide, can help ensure the Gulf Consortium will comply.

**Analysis:** At the last Gulf Consortium meeting, the Interim Manager (FAC) was authorized to draft a contract with Nabors, Giblin & Nickerson, and P.A. to secure the services of an Interim General Counsel. The attached contract accomplishes the direction given to the Manager.

**Options:**

- 1) Approve the contract as presented and authorize the Administrative Officer to execute the contract.
- 2) Provide other direction.

**Fiscal Impact:** \$250 per hour for services provided, NOT TO EXCEED \$5000 per month without prior authorization of the Consortium. Travel expenses will be paid, in addition to the amounts above, in accordance with Section 112.061, Florida Statutes.

**Recommendation:**

Approve a motion directing the Administrative Officer to execute the contract.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties.

Moved \_\_\_\_\_; Seconded \_\_\_\_\_.

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

## **AGREEMENT FOR INTERIM GENERAL COUNSEL SERVICES**

**THIS AGREEMENT** is made and entered into this 22<sup>nd</sup> of October, 2012 by and between the Gulf Consortium, a legal entity and public body organized and existing under the laws of the State of Florida (hereinafter referred to as the "Consortium") and Nabors, Giblin & Nickerson, P.A., whose business address is 1500 Mahan Drive, Suite 200, Tallahassee, Florida 32308 (hereinafter referred to as the "General Counsel").

### **WITNESSETH:**

**WHEREAS**, the Consortium desires to obtain the professional services of the General Counsel to provide general legal services to aid in conducting the business of the Consortium until such time as an ongoing general legal counsel is selected; and

**WHEREAS**, the General Counsel represents that it has expertise in the type of professional services that will be required by the Consortium.

**NOW, THEREFORE**, in consideration of the following mutual premises, covenants, provisions, representations, agreements and provisions, the parties hereto agree as follows:

## ARTICLE I

### GENERAL COUNSEL SERVICES

**SECTION 1.01. DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires.

**"Additional Services"** means the legal services described in Sections 2.01 and 2.02 hereof.

**"Agreement"** means this Agreement for General Counsel services, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"Basic Services"** means the legal services described in Sections 1.02 and 1.03 hereof.

**"Board"** shall mean the Board of Directors of the Consortium.

**"Consortium"** means the Gulf Consortium, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), Florida Statutes.

**"Fiscal Year"** means the period commencing on October of each year and continuing through the next succeeding September 30, or such other period as may be established as the fiscal year for the Consortium.

**"Interlocal Agreement"** means the interlocal agreement entered into by participating counties pursuant to section 163.01(7), Florida Statutes, creating the Consortium and establishing its charter.

**"Manager"** means the Florida Association of Counties, as interim manager, or its successor under contract with the Consortium.

**"RESTORE Act"** means the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012.

**SECTION 1.02. BOARD MEETINGS.** General Counsel shall provide to the Consortium the following General Counsel services and legal advice to support the Board at its meetings:

- (A) review all agenda materials in advance and where necessary provide comment and advice as to form and legality;
- (B) attend all Board meetings upon reasonable notice; and
- (C) be available to provide advice, conduct legal research and render opinions on legal issues raised by the Board and relating to the functions of the Board and the Consortium.

**SECTION 1.03. GENERAL COUNSEL.** The General Counsel will provide to the Consortium and its Manager the following General Counsel services:

- (A) provide legal advice and assistance on the transition of the Gulf Consortium in its early stages of its existence from its initial creation to the full functioning of the Gulf Consortium
- (B) provide general advice and legal research on the powers and authority of the Consortium under its charter established by the Interlocal Agreement and Florida law;
- (C) draft and review resolutions, agreements or other documentation required by the Consortium or the Board in the performance of its duties under the Interlocal Agreement and Florida law;

;

(D) research and provide advice on the RESTORE Act and rules and regulations thereunder, and compliance therewith; and

(E) be available to provide Additional Services as directed by the Board or the Manager.

**SECTION 1.04. COMPENSATION FOR GENERAL COUNSEL SERVICES.**

(A) In consideration for the performance of General Counsel services to be provided pursuant hereto, the Consortium agrees to pay the General Counsel a fee of \$250 per hour for each General Counsel attorney providing services. However, the Consortium shall not be obligated to pay the General Counsel more \$5,000 per month, unless the Board approves an amount in excess of \$5,000. (B) Compensation shall be paid at one-half (1/2) the hourly rate specified above for the hours incurred in travel from the host office of the attorney performing legal services to the location where Consortium Board meetings are conducted and to such other locations where services are required to be provided.

## **ARTICLE II**

### **ADDITIONAL SERVICES**

**SECTION 2.01. DEVELOPMENT OF THE PLAN.** The parties acknowledge that the Consortium has been formed for the purpose of, among other things, developing the plan to be developed by "a consortium of local political subdivisions" as set forth in the RESTORE Act. The General Counsel may be asked to evaluate information developed by the Consortium's plan consultants and other professionals, and make recommendations to the Board.

**SECTION 2.02. OTHER ADDITIONAL SERVICES.** The Board or the Manager may request the General Counsel to perform other legal services, including litigation, and to research or prepare legal opinions beyond the scope of the services called for in Sections 1.02 and 1.03 of this Agreement. Such services shall be deemed Additional Services.

**SECTION 2.03. COMPENSATION AND AUTHORIZATION.**

(A) At the request of the Manager or the Board, prior to commencement, the General Counsel shall submit an estimate of the anticipated cost of any proposed Additional Services for approval.

(B) All legal services hereunder shall be authorized by the Manager or the Consortium Board.

**SECTION 2.04. REIMBURSEMENT OF COSTS.** In addition to the legal fees or other compensation provided in this Agreement, General Counsel shall be reimbursed for costs incurred on long distance telephone charges, travel expenses,

overnight delivery charges and photocopies. Any travel expenses shall be reimbursed in accordance with section 112.061, Florida Statutes.

## **ARTICLE III**

### **GENERAL PROVISIONS**

**SECTION 3.01. TERM OF AGREEMENT.** This Agreement shall be for a term commencing on October 22, 2012, and ending on September 30, 2013. However, the term hereof may be extended by mutual agreement of the parties for successive 24 month periods.

**SECTION 3.02. QUALIFIED PROFESSIONALS REQUIRED.** The General Counsel services to be provided hereunder relate to legal services which require that all professionals assigned to assist the Consortium be members of the Florida Bar in good standing.

**SECTION 3.03. INSURANCE.**

(A) During the term of this Agreement, the General Counsel shall provide, pay for, and maintain, with a company satisfactory to the Consortium, the professional liability insurance described herein. Such insurance shall be from a responsible company duly authorized to do business in the State of Florida or responsible risk retention group insurance companies registered with the State of Florida. The insurance coverage and limit required must be evidenced by a properly executed certificate of insurance on a form which is acceptable to the Consortium. The certificate must be personally, manually signed by the authorized representatives of the insurance company shown on the certificate with proof that the representative is an authorized representative. In addition, certified, true and exact copies of the insurance policy required shall be provided to the Consortium, on a timely basis, if required by the Consortium. The certificate and policy shall contain a provision that thirty days written

notice by registered or certified mail shall be given the Consortium of any cancellation, intent not to renew, or reduction in the policy's coverage, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of the policy, the General Counsel shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. The acceptance by the Consortium of any certificate of insurance evidencing the insurance coverage and limits required in this Agreement does not constitute approval or agreement by the Consortium that the insurance requirements have been met or that the insurance policy shown on the certificate of insurance is in compliance with the requirements of this Agreement.

(B) Professional Liability insurance shall be maintained with limits not less than \$2,000,000. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Agreement and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

(C) If any insurance provided pursuant to this Agreement expires during the term hereof, a renewal certificate of insurance and, if requested by Consortium, a certified, true copy of the renewal policy shall be furnished by General Counsel thirty days prior to the date of expiration.

**SECTION 3.04. SUBCONTRACTORS.** The services to be performed hereunder shall be performed by General Counsel, unless otherwise authorized in writing by the Consortium, which shall not be unreasonably withheld. The employment of, contract with, or use of the services of any other person or firm by General Counsel,

as independent contractor or otherwise, shall be subject to the prior written approval of the Consortium. No provision of this Agreement shall, however, be construed as constituting an agreement between the Consortium and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the Consortium beyond such as may otherwise exist without regard to this Agreement.

**SECTION 3.05. DEFAULT AND TERMINATION.** The General Counsel serves at the pleasure of the Board. The General Counsel shall have the right to terminate this Agreement upon 60 calendar days written notice to the Consortium. The General Counsel shall be entitled to payment for professional fees earned and reimbursable costs incurred prior to the date of such termination.

**SECTION 3.06. DISCLOSURE.** General Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.

**SECTION 3.07. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior other and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

**SECTION 3.08. AMENDMENTS AND WAIVERS.** No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement

shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 3.09. NOTICES.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following address:

Consortium: Gulf Consortium  
c/o Florida Association of Counties  
100 South Monroe Street, Suite 100  
Tallahassee, Florida 32301  
Attention: Chris Holley

General Counsel: Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
Attention: Sarah Bleakley, Esq.

Either of the parties may, by notice in writing given to the other party, designate any further or different addresses which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for General Counsel services on the day and year first written above.

**GULF CONSORTIUM**

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

**NABORS, GIBLIN & NICKERSON,  
P.A., GENERAL COUNSEL**

By: \_\_\_\_\_  
Mark T. Mustian

**Gulf Consortium  
November 28, 2012  
Agenda Item # 7a**

**Statement of Issue or Executive Summary:** The Gulf Consortium must have preliminary financial operating policies and procedures to ensure safeguarding of public funds.

**Background:** At the last Gulf Consortium meeting, the Florida Association of Counties (FAC) was designated as the Interim Manager. As such, it is incumbent upon the Interim Manager to establish internal controls for funds.

**Analysis:** In order to properly account for Gulf Consortium funds, the attached Cash Disbursement Process was prepared for approval. The process incorporates best practices using Generally Accepted Accounting Principles (GAAP).

**Options:**

- 1) Approve the presented Cash Disbursement Process
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:**

Approve a motion that approves the presented Cash Disbursement Process

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties

Moved \_\_\_\_\_; Seconded\_\_\_\_\_.

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

# Gulf Consortium

## Cash Disbursements Process

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### ***Invoice Processing***

- Mail is received by the Association as documented in the cash receipts memo.
- Invoices are given to the FAC Accounting Assistant who prepares an A/P voucher and check request form that shows coding, etc.
- A math check of invoices is performed by the FAC Accounting Assistant.
- Invoices that require Consortium budget manager approval are forwarded for approval by appropriate personnel.
- Once the invoices have been initially processed by the accounting assistant and approved by Consortium personnel, they are forwarded to the FAC Fiscal Coordinator and FAC Director of Finance and Administration for review and approval of payment and coding, which is documented on the A/P voucher and check request.
- After approval, the invoice is returned to the FAC Accounting Assistant, who inputs the approved invoice into the computer system.
- An edit report is run at the completion of input, and the total of all invoices is compared to the total input as A/P (manual comparison).
- The accuracy of G/L coding input is also reviewed by the FAC Fiscal Coordinator via an edit report.

### ***Check Processing***

- Checks are processed each Tuesday (target date; sometimes it is other days due to practical reasons), which allows the Association to take advantage of net 30 provisions.
- Checks are maintained and used in sequential order.
- The FAC Accounting Assistant initials the check amount after verifying check amount.
- The check register, invoices and all checks are provided to the signer for inspection, and the signer initials the check register as approval.
- The FAC Executive Director and FAC General Counsel are authorized to sign checks.
- Checks are returned to accounting for transmittal to the vendor.
- Copies of the invoice and approvals are filed in the A/P file.
- All operating checks over \$5,000 require two signatures.
- There are no signature stamps or check signing software used.

### ***Travel***

- Business travel expenses are paid by the Consortium.
- All requests are required to be approved in advance by the FAC Executive Director.
- Detailed expense records must be turned in immediately upon return.

**Gulf Consortium  
November 28, 2012  
Agenda Item # 7b**

**Statement of Issue or Executive Summary:** The Gulf Consortium must have preliminary financial operating policies and procedures to ensure safeguarding of public funds.

**Background:** At the last Gulf Consortium meeting, the Florida Association of Counties (FAC) was designated as the Interim Manager. As such, it is incumbent upon the Interim Manager to establish internal controls for funds.

**Analysis:** In order to properly account for Gulf Consortium funds, the attached Cash Receipts Process was prepared for approval. The process incorporates best practices using Generally Accepted Accounting Principles (GAAP).

**Options:**

- 1) Approve the presented Cash Disbursement Process
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:**

Approve a motion that approves the presented Cash Receipts Process.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties

Moved \_\_\_\_\_; Seconded\_\_\_\_\_.

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

# Gulf Consortium Cash Receipts Process

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- The FAC receptionist (Barbara) receives the mail each day at the 100 S. Monroe Street address.
- The receptionist opens the mail and restrictively endorses all Gulf Consortium checks and places them in a secure locked location until time to prepare the deposit slip.
- On Tuesdays and Fridays, the Receptionist prepares the deposit slip and a deposit packet is made which includes a copy of the check, any supporting documentation, and the deposit slip.
- The deposit packet is scanned in and saved to the network.
- The hard copy of the deposit is sent to the FAC accounting assistant (Sue), who then performs an additional math check of the deposit, reviews the packet for completeness, and attaches her adding machine tape (if necessary) as confirmation to the packet and initials the packet.
- Runners take the deposit to the bank on Tuesday and Friday, and bring back the validated deposit slip that is then matched to the deposit packet.

**Gulf Consortium**

**November 28, 2012**

**Agenda Item # 7.c**

**Statement of Issue or Executive Summary:** A Gulf Consortium Resolution to authorize the establishment of a Taxpayer Identification Number (TIN) and separate bank account.

**Background:** The Gulf Consortium, as a public entity, should not have its funds co-mingled with another entity. As such, establishment of a bank account with a unique TIN helps ensure accountability and transparency. Reports and financial information are more easily produced for Director's and the public if there is separate accounting.

**Analysis:** The attached resolution will authorize the Interim Manager to establish a bank account and acquire a TIN. Additionally, is authorizes specific signatories on payments issued.

**Options:**

- 1) Approve the Resolution
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:**

Approve the Resolution as presented.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties and Sarah M. Bleakley, Esq., Nabors, Giblin & Nickerson, P.A., Interim General Counsel.

Moved \_\_\_\_\_; Seconded\_\_\_\_\_.

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

**RESOLUTION NO. 2012-1**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GULF CONSORTIUM, AUTHORIZING AN APPLICATION FOR A FEDERAL TAX IDENTIFICATION NUMBER AND THE OPENING OF A BANK ACCOUNT, DESIGNATING SIGNATORIES ON SUCH ACCOUNT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.01, Florida Statutes, and that certain Interlocal Agreement, dated as of October 19, 2012 (the "Interlocal Agreement"), initially among Bay County, Charlotte County, Citrus County, Dixie County, Escambia County, Gulf County, Hernando County, Hillsborough County, Jefferson County, Lee County, Levy County, Manatee County, Monroe County, Okaloosa County, Pasco County, Pinellas County, Santa Rosa County, Sarasota County, Taylor County, Wakulla County and Walton County, Florida, as it may be amended ("Interlocal Agreement"), provide that the Gulf Consortium, is a legal entity and a unit of local government with all the privileges, benefits, powers and terms of the Interlocal Agreement;

**WHEREAS**, Board of Directors of the Gulf Consortium (the "Board") finds it necessary to apply for a federal Tax Identification Number, and establish and maintain an account in a qualified bank so that it can properly take in, disburse and account for monies received in the course of its affairs;

**WHEREAS**, Gulf Consortium has previously designated the Florida Association of Counties to serve as its Interim Manager to administer its operations;

**WHEREAS**, Christopher L. Holley serves as the Executive Director of the Florida Association of Counties and Virginia S. Delegal serves as the General Counsel to the Florida Association of Counties;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GULF CONSORTIUM:**

**SECTION 1. AUTHORITY.**

The above preamble is hereby adopted by the Board as if fully set out in this part.

**SECTION 2. TAX IDENTIFICATION NUMBER AND BANK ACCOUNT.**

(A) The Interim Manager is hereby authorized to take all necessary actions in securing a federal Tax Identification Number and in opening and maintaining a bank account in a public depository to receive and disburse Gulf Consortium funds to further the purposes of the Consortium.

(B) Christopher L. Holley and Virginia S. Delegal are authorized to be signatories on the bank account.

**SECTION 3. APPLICABILITY AND EFFECTIVE DATE.**

This resolution shall take effect on the date of adoption.

**PASSED AND DULY ADOPTED** at the meeting of the Board of Directors of the Gulf Consortium, on the 28 day of November, 2012.

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Administrative Officer  
Gulf Consortium

**Gulf Consortium  
November 28, 2012  
Agenda Item # 8.a**

**Statement of Issue or Executive Summary:** Level of involvement of the Governor's Office and/or State Agencies in the Gulf Consortium

**Background:** Florida's Congressional Delegation fought hard during negotiations on the RESTORE Act to maintain local control with the clear understanding that the Consortium would work with the Governor/State upon passage. Progress with Governor's office on how the state participation would look has been on-going. At the last Gulf Consortium meeting, Commissioners Brian Desloge, President, Florida Association of Counties (FAC) and Grover Robinson, Escambia County, were authorized to meet with the Governor's Office. That meeting occurred on November 2, 2012. Chris Holley, Executive Director of FAC and John Wayne Smith, Consultant were also in attendance. Options discussed at the meeting varied from the Governor appointing additional Consortium members, to appointing the Consortium Chairman, to establishing a State Agency review process much like a commenting agency on comp plans. The only request from the Governor's Office at this time is for the Consortium to indicate its willingness to work with the Governor.

**Analysis:** It is believed the Consortium can maintain its independent, local rule if the members embrace the above concept. Staff is in the process of meeting with State Agencies (DEP/FWC/DEO) to develop potential review procedures by the state.

**Options:**

- 1) Approve a motion saying, "The Gulf Consortium desires a partnership with the Governor implementing the RESTORE Act."
- 2) Provide other direction.

**Fiscal Impact:** None.

**Recommendation:** Approve the motion presented.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties

Moved \_\_\_\_\_; Seconded\_\_\_\_\_.

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

**MOTION to Work with Governor's Office.** The Gulf Consortium desires a partnership with the Governor implementing the RESTORE Act.

**Gulf Consortium  
November 28, 2012  
Agenda Item # 8.b**

**Statement of Issue or Executive Summary:** The United States Department of the Treasury (Treasury) is the cognizant Federal Agency for the RESTORE Act rule making.

**Background:** Over the last 3 months, Florida Association of Counties (FAC) staff has had several conference calls with Treasury staff. These calls were initiated by FAC to ensure the Florida unique elements of the RESTORE Act were understood by all parties. The latest conference call was held on November 20, 2012. During the call, Treasury informed us that draft rules are being reviewed by Federal Agencies with the hope that the public comment period will occur sometime later next month (December). This will be the Consortium's opportunity to review and comment on the rules.

**Analysis:** Because of Florida's unique structure for administering the State Allocation of RESTORE Act funds (Consortium), it is vital to stay abreast of the Federal Rule making agency. Of particular interest is the lack of a formula for the Local Allocation in the RESTORE Act for the 8 disproportionately affected counties

**Options:**

- 1) Continue the conference calls with Treasury.
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:** Continue the liaison with Treasury.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties.

**Gulf Consortium**  
**November 28, 2012**  
**Agenda Item # 8.c**

**Statement of Issue or Executive Summary:** The RESTORE Act requires public input for projects and plans that will use funds allocated to Counties and the Gulf Consortium.

**Background:** Many Counties have formed local committees comprised of individuals, stakeholder groups and elected representatives. At the last Gulf Consortium meeting, the Florida Association of Counties (FAC) staff was authorized to contact state level stakeholders. Stakeholders have been contacted and a process has been discussed on their participation.

**Analysis:** While awaiting the rules on how the Consortium Plan will be developed, an option discussed with stakeholders is to generally group their participation into 5 areas:

1. Environmental
2. Economic Development
3. Tourism
4. Regional Planning
5. Seafood Promotion

Stakeholders will not be limited to one grouping and can participate in as many as they desire. This grouping will help the Consortium focus on both stakeholder and public input as a plan and projects are developed.

**Options:**

- 1) Continue liaison with stakeholders.
- 2) Provide other direction.

**Fiscal Impact:** None

**Recommendation:** Continue the liaison with stakeholders.

**Division and Staff Person's Name:** Doug Darling, Florida Association of Counties.



# November 28, 2012 Gulf Consortium Meeting Sign In Sheet

All About Florida

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MLD









All About Florida

# November 28, 2012 Gulf Consortium Meeting Sign In Sheet

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