

**AMENDMENT #1 TO INTERLOCAL AGREEMENT BETWEEN THE LEON COUNTY
CLERK OF THE CIRCUIT COURT AND COMPTROLLER AND
THE GULF CONSORTIUM REGARDING FISCAL AGENT SERVICES**

THIS AMENDMENT #1 TO THE INTERLOCAL AGREEMENT BETWEEN THE LEON COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER AND THE GULF CONSORTIUM REGARDING FISCAL AGENT SERVICES ("Amendment") is made and entered into by and among GWEN MARSHALL, the LEON COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a duly elected constitutional officer of Leon County, Florida (the "Clerk"); and the GULF CONSORTIUM, a legal entity, public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the parties entered into an Interlocal Agreement on June 19, 2015, which authorized the Clerk to provide and assist the Consortium with fiscal agent services in order for it to properly and effectively develop the State Expenditure Plan ("SEP") pursuant to the RESTORE ACT (the "Interlocal Agreement"); and

WHEREAS, the SEP has been approved by the Governor and RESTORE Council and the parties to the Interlocal Agreement now wish to amend certain provisions to address the implementation of the SEP.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the Clerk and the Consortium do hereby agree to amend the Interlocal Agreement as follows:

(striken words indicate deletions, underlined words indicate additions)

SECTION 1.04. FINDINGS

(G) The Consortium anticipates applying for and receiving moneys from the Trust Fund to pay costs and expenses associated with developing and implementing the State Expenditure Plan.

(H) The Consortium wishes to engage the Clerk to provide distribution and paying agent services whereby the Clerk will effectuate payment, from moneys received by the Consortium from the Trust Fund, ~~for costs incurred by the Consortium in developing the State Expenditure Plan.~~

SECTION 3.01. CONSORTIUM RESPONSIBILITIES

(C) Approved Signatories. The Consortium may add or change Authorized Signatories by written notice to the Clerk signed by the Chair of the Consortium and attested by its Secretary. At the outset, the Consortium hereby designates the following as Approved Signatories:

- (1) ~~R. Scott Shalley, Interim Manager.~~ Valerie Seidel, General Manager
- (2) ~~Virginia S. Delegal, Interim Manager.~~ Craig Diamond, General Manager.

SECTION 3.02. CLERK RESPONSIBILITIES

(B) Internal Financial Controls.

* * *

~~(4) The parties hereto acknowledge that the Consortium does not anticipate processing indirect cost invoices for payment. In the event any such invoices are submitted to the Clerk for payment, the Clerk shall utilize the countywide Cost Allocation Plan adopted by the Board of County Commissioners of Leon County, Florida, with respect to indirect costs.~~

* * *

SECTION 3.04. COMPENSATION

~~(A) The Clerk enters into this Agreement with the understanding that the number of payments processed by the Clerk will not exceed one hundred (100) per Fiscal Year. Based upon that understanding, the Clerk has agreed to perform its responsibilities hereunder without compensation for the professional services associated therewith. However, in the event the number of transactions exceeds one hundred (100) per Fiscal Year, or if the actual expenses and costs incurred in performing under this Agreement are greater than anticipated, then the Clerk reserves the right to renegotiate the compensation terms of this Agreement accordingly. The Clerk agrees to perform its responsibilities hereunder for three (3) basis points on each transaction processed by the Clerk on behalf of the Consortium. If requested by the Clerk, the Parties shall review the volume of transactions processed by the Clerk under the Interlocal Agreement at successive six (6) months intervals following the effective date of this Amendment. Following each such review, if the Parties agree, the Clerk's compensation may be increased up to a maximum of ten (10) basis points per transaction. The Consortium hereby delegates authority to its General Manager to review and approve such change to the Clerk's compensation up to the maximum amount.~~

~~(B) The Clerk shall be reimbursed for actual expenses and costs incurred in fulfilling the responsibilities of the Clerk contemplated hereunder. Such expenses may include but are not limited to the following:~~

- ~~(1) Legal fees and expenses associated with negotiation, preparation and implementation of this Agreement.~~
- ~~(2) Costs incurred in providing the disclosure information contemplated by Section 4.02 hereof.~~

~~(B) In accordance with section 218.77, Florida Statutes, regarding requirements for disclosure of contingencies associated with federal requirements, the Consortium's payment of compensation to the Clerk is contingent upon the receipt of federal funds and federal approval.~~

~~(C) The Clerk shall submit invoices for payment of or reimbursement for actual costs incurred, such as check stock, computer printing or photocopies, long distance telephone charges, travel expenses, and overnight delivery charges. Any travel expenses will be paid or reimbursed in accordance with Section 112.061, Florida Statutes. The Clerk will bill periodically, but not less often than monthly, by invoice reflecting expenses with all appropriate back-up materials typically required by governmental entities.~~

SECTION 4.03. PROFESSIONAL FEES; COSTS

IN WITNESS WHEREOF, the parties cause this Amended Interlocal Agreement to be executed by their duly authorized representatives this 28th day of March, 2019.

**LEON COUNTY CLERK AND
COMPTROLLER**

By: _____
Gwen Marshall, Clerk

THE GULF CONSORTIUM

ATTEST:

By: Warren Yeager Jr
Warren Yeager
Chairman

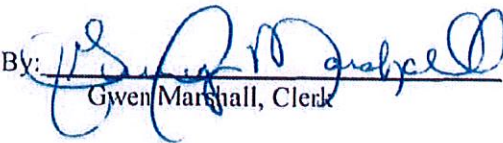
Jack Mariano
Jack Mariano
Secretary-Treasurer

APPROVED AS TO FORM:

Lynn Hoshihara, Esq
Lynn Hoshihara, Esq
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

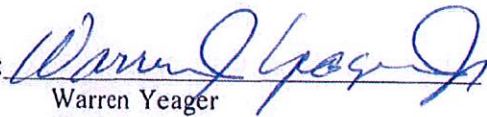
IN WITNESS WHEREOF, the parties cause this Amended Interlocal Agreement to be executed by their duly authorized representatives this 28th day of March, 2019.

**LEON COUNTY CLERK AND
COMPTROLLER**

By: 
Gwen Marshall, Clerk

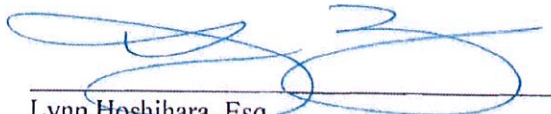
THE GULF CONSORTIUM

ATTEST:

By: 
Warren Yeager
Chairman

Jack Mariano
Secretary-Treasurer

APPROVED AS TO FORM:



Lynn Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel