
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and among the Gulf Consortium, a legal entity, public body and a unit of local government established under the laws of Florida (the "Consortium"), and Bob Inzer, the Leon County Clerk of the Circuit Court and Comptroller, a duly elected constitutional officer of Leon County, Florida (the "Clerk").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Consortium and the Clerk hereby agree, stipulate and covenant as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the RESTORE Act. In addition, as used in

this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Agreement" means this Interlocal Agreement between the Consortium and the Clerk, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Approved Invoice" means an invoice that contains either a purchase order or other written contractual agreement approved as a Qualified Expenditure by the Consortium and submitted to the Clerk for payment from the Payment Account.

"Authorized Signatory" means the person or persons who have been duly authorized by the Consortium to submit Approved Invoices to the Clerk for payment from the Payment Account.

"Board" means the governing board of the Consortium.

"Clerk" means Bob Inzer, the Clerk of the Circuit Court and Comptroller of Leon County, Florida, and his successors.

"Consortium" means the legal entity, public body and unit of local government created by the Consortium Agreement. As the context requires, the term "Consortium" may include any agent or consultant duly authorized to act on behalf of the Consortium.

"Consortium Agreement" means the interlocal agreement dated September 19, 2012 and recorded in Leon County at OR book 4503, page 237 on March 29, 2013, which

established the Consortium, entered into pursuant to the Interlocal Act by and among twenty-three Florida counties which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined in the Interlocal Act, together with any amendments thereto.

"Council" means the Gulf Coast Ecosystem Restoration Council established by the RESTORE Act and consisting of certain federal officials and the Governors of the Gulf Coast States of Alabama, Florida, Louisiana, Mississippi and Texas.

"Effective Date" shall mean June 19, 2015.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30.

"Interlocal Act" means Part I of Chapter 163, Florida Statutes.

"Local Government Prompt Payment Act" means Part VII of Chapter 218, Florida Statutes, or its successor in function.

"Payment Account" means the non-interest bearing bank account held in a "qualified public depository" as defined by Section 280.02, Florida Statutes, established by the Consortium pursuant to Section 3.01 hereof and funded with moneys from the Trust Fund for purposes of paying Qualified Expenditures.

"Qualified Expenditure" means an activity, expenditure or cost which may be paid for and funded by moneys derived from the Trust Fund in accordance with the RESTORE Act.

"**RESTORE Act**" means the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, Public Law 112-141 (July 6, 2012) codified at 33 U.S.C. 1321(t) and note. As the context requires, the term "RESTORE Act" shall include any regulations, rules, interpretive letters or notices, and planning and implementation materials adopted thereunder.

"**State**" means the State of Florida.

"**State Expenditure Plan**" means the Florida plan for projects, programs and activities, mandated by the RESTORE Act for the use of the Spill Impact Component allocated to the Gulf Consortium by the Council from the Trust Fund.

"**Trust Fund**" means the Gulf Coast Restoration Trust Fund established pursuant to section 1602 of the RESTORE Act.

SECTION 1.02. CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date this Agreement is executed; and the term "hereafter" shall mean after the date this Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the

other parties to this Agreement. All parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The United States Congress approved, and the President signed into law, the RESTORE Act which established potential funding sources for various purposes which enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties imposed upon or paid by responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon.

(B) Pursuant to the RESTORE Act, the proceeds of such penalties are deposited into the Trust Fund for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged from the Deepwater Horizon event.

(C) The RESTORE Act establishes the Gulf Coast Ecosystem Restoration Council and charges the Council with developing a comprehensive plan for ecosystem

restoration in the Gulf Coast Region that indentifies projects and programs aimed at restoring and protecting the natural resources and ecosystems of the Gulf Coast region, to be funded from a portion of the Trust Fund.

(D) The RESTORE Act provides for allocation of the moneys held in the Trust Fund among the five coastal states impacted by the Deepwater Horizon event, including Florida.

(E) For Florida, the RESTORE Act requires a consortia of local political subdivisions to develop a State Expenditure Plan, for which the RESTORE Act provides for Trust Fund expenditures to fund projects, programs and activities that will improve the ecosystems or economy of the Gulf Coast region that meet criteria specified in the RESTORE Act.

(F) The Consortium was established by the Consortium Agreement which sets forth the various purposes for which the Consortium was created, including but not limited to:

(1) Implementing the consortia of local political subdivisions contemplated by the RESTORE Act.

(2) Developing the State Expenditure Plan for the State of Florida providing for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act.

(3) Preparing and processing applications or proposals for funding from the Trust Fund under the competitive programs administered by the Council.

(4) Acting as a resource in obtaining additional funding for programs through other available revenue sources, including but not limited to those available for the Natural Resource Damage Assessment.

(5) Taking such action and employing such persons or entities as are necessary to prepare, develop and submit to the Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

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

(I) The Clerk is willing to undertake such role in a ministerial capacity, with compensation for such services and reimbursement for costs incurred in accordance with the terms set forth herein.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE CONSORTIUM. The Consortium makes the following representations as the basis for the undertaking on the part of the Clerk herein contained:

- (A) The Consortium is duly organized and validly existing under Florida law.
- (B) The Consortium has full power and authority to enter into the transaction contemplated by this Agreement and to carry out its obligations hereunder.
- (C) The Consortium is not in default under any provisions of the laws of the State which are material to the performance of its obligations under this Agreement.
- (D) The Consortium has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by the Clerk, this Agreement constitutes a valid and legally binding obligation of the Consortium, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.
- (E) The authorization, execution and delivery of this Agreement and the compliance by the Consortium with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or

administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the Consortium or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which the Consortium is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Consortium, threatened against or affecting the Consortium, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the Consortium is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.02. REPRESENTATIONS OF THE CLERK. The Clerk makes the following representations as the basis for the undertaking on the part of the Consortium herein contained:

(A) The Clerk is a duly elected constitutional officer of Leon County, Florida.

(B) The Clerk has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(C) The Clerk is not in default under any provisions of the laws of the State which are material to the performance of its obligations under this Agreement.

(D) The Clerk is duly authorized to execute and deliver this Agreement and assuming the due authorization, execution and delivery by the Consortium, this Agreement constitutes a valid and legally binding obligation of the Clerk, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(E) The authorization, execution and delivery of this Agreement and the compliance by the Clerk with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the Clerk or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which the Clerk is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Clerk, threatened against or affecting the Clerk, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the Clerk is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

ARTICLE III

TERMS OF AGREEMENT

SECTION 3.01. CONSORTIUM RESPONSIBILITIES. The Consortium's responsibilities hereunder include the following:

(A) Payment Account.

(1) The Consortium shall establish the Payment Account. Funds on deposit therein shall be held separately from other funds of the Consortium and shall only be expended to pay or reimburse Qualified Expenditures. Monthly bank statements for the Payment Account shall be sent to the Consortium and to the Clerk.

(2) The Consortium shall provide for the electronic deposit of funds into the Payment Account and shall send notification to the Clerk with each such deposit.

(3) The Consortium shall ensure that the Clerk has access to the Payment Account for purposes of processing payments (either through writing checks or direct deposit), monitoring transactions, and effectuating any necessary stop-payments; provided, however, the Clerk shall not have wire transfer access to the Payment Account.

(4) The Consortium shall provide an electronic signature for check printing purposes.

(5) The Consortium shall be responsible for maintaining a sufficient balance in the Payment Account to satisfy payment of Approved Invoices.

(B) Approved Invoices. The Consortium shall process, approve and forward Approved Invoices to the Clerk for payment from the Payment Account. Approved Invoices shall bear or be accompanied by a mark of approval or imprimatur of the Consortium including words to the effect of "Approved for payment by the Gulf Consortium on [date of approval]," followed by the signature of an Authorized Signatory, together with a copy of the related contract or purchase order if one exists.

(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.
- (2) Virginia S. Delegal, Interim Manager.

(D) The Consortium shall provide the Clerk with a copy of its budget for each Fiscal Year upon adoption, and with contracts, grant agreements, signed quarterly and annual grant reports, and such other documents as the Clerk may reasonably request.

(E) The Consortium shall be responsible for preparing and submitting close-out documentation to the grantor agency.

(F) At all times during the pendency of this Agreement, the Consortium shall have and maintain sole responsibility for the following:

(1) Determining whether a given activity, expenditure or cost comprises a Qualified Expenditure.

(2) Taking such actions as may be necessary to satisfy applicable requirements and prerequisites or obtain any approvals from state, Federal or any other authorities required in order to approve payments and expenditures from the Payment Account and/or Trust Fund proceeds.

(3) Agreeing to and satisfying such conditions, including audit requirements, as may be necessary under the RESTORE Act to ensure that amounts disbursed from the Trust Fund will be used and expended in accordance with the RESTORE Act.

(4) Providing such certifications as may be required by the RESTORE Act.

(5) Developing and administering standard procurement rules and regulations governing projects, programs and activities.

(6) Facilitating return of unused funds, if any, on deposit in the Payment Account in the manner required by the RESTORE Act.

SECTION 3.02. CLERK RESPONSIBILITIES. The Clerk's responsibilities hereunder include the following:

(A) Payment of Approved Invoices. The Clerk shall receive Approved Invoices from the Consortium and process same for payment from the Payment Account, either through writing checks or direct deposit.

(B) Internal Financial Controls.

(1) The Clerk shall designate duly authorized officers or deputies to act and fulfill the various obligations contemplated hereunder. At the outset, the Clerk makes the following designations:

i. The Clerk hereby designates Jordan Steffens to manage financial records/recording financial transactions/drawdowns and be responsible for monthly reporting to the Consortium.

ii. The Clerk hereby designates Aquila Franklin to enter financial transactions/drawdowns.

iii. The Clerk hereby designates Kim Ferrell to approve financial transactions/drawdowns.

iv. The Clerk hereby designates Andre Moore to issue disbursement checks to sub-recipients for payment.

(2) The Clerk shall maintain a financial management system (cash receipts, disbursement tracking, detailed activity ledger, cash control register, property control register including equipment purchases).

(3) The Clerk shall maintain a separate ledger for administration costs and Qualified Expenditures.

(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.

(5) The parties hereto acknowledge that the Consortium does not currently have employees, and does not contemplate having employees in the future. In the event the Consortium determines to hire employees, the Consortium shall so notify the Clerk and the Clerk will maintain Policies and Procedures for timesheet submittal/approval.

(6) The Clerk shall maintain Policies and Procedures for invoice submittal/approval, in accordance with the requirements of the Local Government Prompt Payment Act.

(C) Reporting.

(1) The Clerk hereby designates Jordan Steffens to complete online monthly reporting.

(2) The Clerk hereby designates Kim Ferrell to approve online monthly reporting.

(D) Recordkeeping.

(1) The Clerk shall establish an on-site and fully accessible recordkeeping system. All records will be maintained in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(2) The Clerk shall maintain copies of recording of disbursements and cash receipts for three (3) years, or longer if required by federal grant law.

(3) The Clerk shall retain all grant-related records for six (6) years.

(E) Amendments/Modifications. The Clerk shall submit the proper Amendment/Modification forms provided by the grantor agency.

(F) Monitoring. The Clerk will provide monitoring of financial controls in accordance with federal grant law.

(G) Notwithstanding anything herein to the contrary, the Clerk may re-assign or re-designate the officers or deputies specified above, in the sole discretion of the Clerk and without notice to the Consortium.

(H) The Clerk shall promptly notify the Consortium in the event the funds on deposit in the Payment Account are insufficient to process payment or reimbursement of an Approved Invoice. In such case, unless directed in writing by an Authorized Signatory, the Clerk shall not process a partial payment of the Approved Invoice but shall wait to process payment until sufficient funds have been deposited into the Payment Account to pay the Approved Invoice in full.

(I) The Clerk shall promptly notify the Consortium in the event one or more Approved Invoices submitted to the Clerk for payment exceed the amount budgeted by the Consortium for the underlying project, program or activity. In such case, the Clerk shall not process payment of any invoice(s) which exceed the budgeted amount until the Consortium provides the Clerk with a budget amendment.

(J) The Clerk shall provide such reasonable assistance as may be necessary for the Consortium to undertake the responsibilities set forth in Section 3.01 hereof or as otherwise may be required by the RESTORE Act; provided, however, that costs incurred by the Clerk in providing such assistance shall be paid for or reimbursed by the Consortium.

SECTION 3.03 ACKNOWLEDGMENTS.

(A) The parties hereto acknowledge that the RESTORE Act provides extensive requirements and prerequisites for the expenditure of funds derived from the Trust Fund, and that the Consortium shall have and maintain sole responsibility for determining whether a given activity, expenditure or cost comprises a Qualified Expenditure, and for taking such actions as may be necessary to satisfy applicable requirements and prerequisites or obtain any approvals from state, Federal or any other authorities required in order to approve payments and expenditures from the Payment Account and Trust Fund proceeds.

(B) The Clerk's role in performing the functions contemplated hereunder shall be construed solely as ministerial. The Clerk is not agreeing to act hereunder, and shall not act hereunder, as the budget officer, comptroller, accountant, auditor or custodian of the Consortium or Consortium funds.

(C) The Clerk shall have no obligation to undertake any audit or pre-audit functions or independent verification as to:

(1) Whether a given activity, expenditure or cost comprises a Qualified Expenditure in accordance with the RESTORE Act.

(2) Whether the proceeds of any payment processed by the Clerk were expended for their intended purpose.

(3) The due authorization and approval by the Consortium for a Qualified Expenditure, or the authenticity of the mark of approval or signature of the Authorized Signatory appearing on Approved Invoices.

(D) The Clerk shall not be responsible for any tasks associated with grant management and administration, or developing federal regulatory reports (such as Section 3, MBE, Davis Bacon, Monthly/Quarterly Progress, etc.). Such tasks shall be the sole responsibility of the Consortium or the consultant or third party engaged by the Consortium for such purpose.

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.

(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.

(3) 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.

(B) 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.

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ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. INTERLOCAL AGREEMENT PROVISIONS. Portions of this Agreement constitutes a joint exercise of power, privilege or authority by and among the Clerk and the Consortium and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of Leon County in accordance with Section 163.01(11), Florida Statutes.

SECTION 4.02. DISCLOSURE COOPERATION. The Consortium and the Clerk agree to cooperate in the preparation and disclosure of any information requested by any state or Federal authorities engaged in monitoring, oversight or auditing of Trust Fund proceeds or moneys held in or drawn from the Payment Account. The Consortium shall pay or reimburse the reasonable costs and expenses incurred by the Clerk to comply with the provisions of this section.

SECTION 4.03. PROFESSIONAL FEES; COSTS.

(A) The Consortium shall be responsible for securing its own counsel for representation relative to the negotiation, preparation and implementation of this Agreement, and all other matters associated with the implementation or performance hereunder.

(B) The Consortium shall pay or reimburse the professional fees and costs associated with the negotiation, preparation and implementation of this Agreement on the Clerk's behalf.

(C) In any litigation arising out of this Agreement, the prevailing party in such litigation shall, subject to the limitation imposed by Section 768.28, Florida Statutes, be entitled to recover reasonable attorneys' fees and costs.

SECTION 4.04. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and shall continue for a term of two (2) calendar years thereafter. This Agreement shall thereafter automatically renew for successive one (1) year periods unless the Consortium and the Clerk both opt not to renew or extend this Agreement. This Agreement may be terminated by law, at any time by a written agreement amongst the parties hereto, or by the Clerk by providing written notice thirty (30) days in advance of the termination date. This Agreement shall terminate when the earlier of the following occurs:

(A) All revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) The Consortium is dissolved by a majority vote of its Board.

SECTION 4.05. FAILURE OF PERFORMANCE.

(A) A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein,

then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured.

(B) Unless otherwise provided herein, the parties to this Agreement may proceed at law or in equity to enforce their rights under this Agreement.

SECTION 4.06. DISPUTE RESOLUTION.

(A) The parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions among the parties fail to resolve the dispute within sixty (60) days of the notice described in subsection (A) hereof, the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, any of the parties can request appointment of a mediator by the Chief Judge of the Second Judicial Circuit Court in and for Leon County, Florida. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable

and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120 day period shall be deemed to constitute an acceptance of the interpretation or performance of the other parties.

SECTION 4.07. LIABILITY. No director, agent, deputy, officer, official or employee of the Consortium or the Clerk shall be liable for any action taken pursuant to this Agreement in good faith of for any omission, except gross negligence, or for any act of omission or commission by any other director, agent, officer, official or employee of the Consortium or the Clerk.

SECTION 4.08. INDEMNIFICATION. The Consortium shall, to the fullest extent authorized by law, indemnify and hold harmless the Clerk, its employees, deputies and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever including but not limited to those arising out of, resulting from, or in any way connected with (i) failure of

the Consortium to comply with the requirements of the RESTORE Act, and (ii) the processing of an Approved Invoice for payment in the event such payment, although approved by the Consortium or Authorized Signatory, is for an expenditure not authorized by, or which is disallowed under, the RESTORE Act.

SECTION 4.09. 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. Each such amendment, supplement, modification or waiver of this Agreement shall be filed with the Clerk of the Circuit Court in and for Leon County, Florida in accordance with section 163.01(11) of the Interlocal Act. Neither the failure nor any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between or among the parties will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

SECTION 4.10. NOTICES.

(A) 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, or sent by nationally recognized overnight

courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

The Consortium: Virginia S. Delegal, Interim Manager
Gulf Consortium
c/o Florida Association of Counties
100 S. Monroe Street
Tallahassee, Florida 32301

with a separate copy sent to:

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

The Clerk: LEON COUNTY CLERK & COMPTROLLER'S OFFICE
ATTN: Administration
301 S. Monroe Street, #100
Tallahassee, Florida 32301

with a separate copy sent to:

Bryant Miller Olive P.A.
101 North Monroe Street, #900
Tallahassee, Florida 32301

(B) Either of the parties may, by notice in writing given to the other, designate any further or different addresses to 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.

SECTION 4.11. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 4.12. ASSIGNMENT. No assignment of this Agreement shall be made in whole or in part by any party without the express written consent of the other party, which may be withheld in their sole discretion.

SECTION 4.13. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 4.14. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4.15. APPLICABLE LAW AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State. Payments required hereunder shall be governed by the provisions of the Local Government Prompt Payment Act or as otherwise mutually agreed to between the parties hereto.

(B) Unless otherwise required by law or otherwise agreed to by all parties hereto, venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Leon County, Florida.

SECTION 4.16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

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IN WITNESS WHEREOF, the Consortium and the Clerk have caused this Interlocal Agreement to be duly executed.

GULF CONSORTIUM

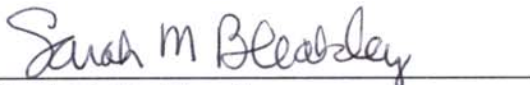
ATTEST:

By: 
Chairman Board of Directors

Date: June 19 2015

Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:


Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

IN WITNESS WHEREOF, the Consortium and the Clerk have caused this
Interlocal Agreement to be duly executed

LEON COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

(SEAL)



By: 
Bob Inzer

Date: 7/1/2013, 2015