



Executive Committee Agenda
June 11, 2015, 4:00 p.m. Eastern
Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301
Dial-in Number: 1-888-670-3525
Participant Passcode: 998 449 5298#

1. Call to Order and Roll Call
2. Public Comment
3. Approval of Minutes from March 19, 2015 Executive Committee Meeting
4. Overview of June 19, 2015 Board of Directors Meeting

Non-Action Items on Board Agenda:

- 4.1 Update on other Deepwater Horizon Restoration Partners
- 4.2 Project Management Briefing: Development of SEP
Doug Robison
Environmental Science Associates

Action Items on Board Agenda:

- 4.3 FAC Interim Manager Contract Amendment
 - 4.4 Planning Grant Approval Progress and Approval of Letter to Restoration Council
 - 4.5 Recommend Delegation of Authority on Planning Grant Application
 - 4.6 Recommend acceptance of Evaluation Team Report on Procurement of General Counsel Services
 - 4.7 Recommend Approval of Resolution No. 2015-02, Relating to Fiscal Agent Services and Grant Administration Services
 - 4.8 Recommend Approval of Interlocal Agreement with Leon County Clerk of Court for Fiscal Agent Services
 - 4.9 Recommend Approval of Second Amended Interlocal Agreement with Leon County for Grant Administration Services
 - 4.10 Recommend Approval for Task Order 3 (Public Involvement Plan Phase I) of the ESA Contract for Development of State Expenditure Plan
 - 4.11 Recommend Approval of Procurement of Management Services Process
 - (a) Adoption of Purchasing Policy for Management Services, Amendment to Resolution 2015-01
 - (b) Approval of RFP for Management Services and Appointment of Evaluation Team
 - 4.12 Recommend Approval of Resolution No. 2015-03, Relating to Clean Water Act Fine Parity
5. New Business
 - 5.1 Update Gulf Consortium Bank Account Signature Cards
 6. Public Comment



7. Upcoming Board Meeting
June 19, 2015, 10:00 a.m. Eastern
Sawgrass Marriott
Ponte Vedra, St. Johns County, Florida

August 26, 2015, 9:00 a.m. Eastern
Hilton, St. Petersburg Bayfront
St. Petersburg, Florida
Board Meeting and all day Workshop for the Board
8. Adjourn

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

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

DATE AND TIME: June 11, 2015 at 4 pm (ET)

PLACE: Dial in Number: 888-670-3525

Participant Passcode: 998 449 5298#

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will conduct a Board of Directors preview meeting, consisting of recommending action on the planning grant application; the Evaluation Team report on procuring the General Counsel; Interlocal Agreements with Leon County for grant management services and with the Leon County Clerk of Court for fiscal agent services; additional tasks for the development of the State Expenditure Plan; and the process for competitively procuring management services for the Consortium; and conduct other business. In accordance with section 163.01, the location of the conference call is the Florida Association of Counties, 100 S. Monroe Street, Tallahassee, FL 32301.

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

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Ginger Delegal at 850-922-4300 or gdelegal@fl-counties.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

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

**Gulf Consortium Executive Committee
June 11, 2015**

**Agenda Item 3
Approval of March 19, 2015 Executive Committee Minutes**

Statement of Issue:

This agenda item proposes approval of the March 19, 2015 Executive Committee meeting minutes.

Options:

- (1) Approve the March 19, 2015 Executive Committee minutes, as presented;
or
- (2) Amend and then approve the March 19, 2015 Executive Committee minutes.

Recommendation:

Motion to approve the March 19, 2015 Executive Committee meeting minutes, as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: June 3, 2015

Attachment:

Draft 3/19/15 Minutes

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Executive Committee Meeting
Via Conference Call
March 19, 2015 4:00 p.m. (Eastern)
Florida Association of Counties
Leon County (Tallahassee, FL)

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

Others in Attendance Telephonically: Shelly Kelley (Leon County Purchasing Director), Angela Balant (Warren Averett), Lisa King (Langton & Associates) and Doug Robison (Environmental Science Associates)

Agenda Item #1 – Call to Order

Commissioner Grover Robinson called the meeting to order at 4:03 pm (ET).

Agenda Item #2 – Public Comment

There was no public comment.

Agenda Item #3 – Approval of Minutes from January 16, 2015 Executive Committee Meeting

Ms. Ginger Delegal, Interim Manager, presented the minutes from the January 16, 2015 Executive Committee meeting. A motion to approve the January 16, 2015 Executive Committee minutes was presented by Commissioner Sara Comander (Walton) and seconded by Warren Yeager (Gulf).

ACTION: APPROVED

Agenda Item #4 – Overview of March 25, 2015 Board of Directors Meeting

Ms. Ginger Delegal, Interim Manager briefed the Committee on recent activities of the Restoration Council which included a series of teleconferences with Restoration Council staff to clarify the Planning SEP and the Planning Grant Application process, as well as a meeting with the incoming DEP Secretary and Interim Manager Chris Holley and Scott Shalley. The Board inquired of Mr. Holley as to the outcome of the meeting and Mr. Holley stated that it was simply a meet and greet.

Ms. Ginger Delegal, Interim Manager, briefed the Committee on the progress under the ESA contract which included obtaining all signed exhibits to the contract, including the conflict of interest forms from each subcontractor; the progress of Planning State Expenditure Plan and it awaiting the Governor's signature for submission to the Restoration Council; and, the status of the Planning Grant Application. The Committee inquired as to the status of the Governor transmitting the PSEP and Ms. Delegal responded that the timing was unknown.

Ms. Sarah Bleakley, Interim General Counsel, briefed the Committee on the status of the Interlocal Agreement with the Leon County Clerk of Court for Fiscal Agent Services. Ms. Bleakley stated that meetings had occurred with the Clerk's office and that outside counsel had been retained by the Clerk's Office to assist in the drafting of the Interlocal Agreement. Ms. Bleakley informed the Committee that the Interlocal Agreement would be included in the June agenda packet for review and approval. The Committee had no comment or questions.

Ms. Sarah Bleakley, Interim General Counsel, briefed the Committee on the status of the Interlocal Agreement with Leon County for Grant Administration Services. Ms. Bleakley stated that meetings had occurred with the County and that a proposed Second Amended Interlocal Agreement was being drafted to include said grant management services in addition to the procurement services already provided by the County. Ms. Bleakley informed the Committee that the Interlocal Agreement would be included in the June agenda packet for review and approval. The Committee had no comment or questions.

Ms. Ginger Delegal, Interim Manager, gave the Committee a brief overview of the FY 2013-2014 Independent Financial Audit performed by Warren Averett. The audit was complete and filed with the State of Florida's Chief Financial Officer and the Florida Auditor General. The audit contained no negative management notes or comments. Ms. Delegal introduced Angela Balant with Warrant Averett who gave a brief summary of the report. There being no questions by the Committee, Commissioner George Neugent (Monroe) made a motion, which was seconded by Commissioner Sara Comander (Walton) to receive the report as presented.

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, presented the Decision Pathways document that was requested by the Board at its regularly scheduled meeting of January 21, 2015, for the Gulf Consortium to review and consider. Ms. Delegal introduced Doug Robison with Environmental Science Associates who gave a brief summary of the revised flow chart and changes made since the January Board meeting. Ms. Susan Latvala (Pinellas) asked if appointments to committees were addressed on the flow chart and Mr. Robison responded that committee appointments would be addressed during the Goal Setting Workshop in August, 2015. There being no further questions or comments by the Committee, a motion was made by Commissioner Warren Yeager (Gulf) that the Committee recommend approval to the Board of the revised project flow diagram reflecting key Board decision points, said motion was seconded by Commissioner Sara Comander (Walton).

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, presented the proposed Purchasing Policy for Legal Services (Resolution 2015-1) and Request for Proposals for Legal Services to the Committee for consideration. A brief overview of the policy and its intent was given by Ms. Delegal who introduced Shelly Kelley with Leon County Purchasing Department and opened the floor for questions by the Committee. There being none, a motion was made to recommend approval to the Board by Commissioner Sara Comander (Walton) and seconded by Commissioner George Neugent (Monroe).

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, presented the proposed Request for Proposal for Legal Services to the Committee and composition of the Evaluation Team for review and consideration of approval by the Board. Ms. Delegal provided a detailed overview of the Request for Proposals as well as the composition of the Evaluation Team. Ms. Delegal then introduced Shelly Kelley, Director with the Leon County Purchasing Department, and opened the floor for questions by the Committee. There being none, a motion was made to recommend approval to the Board was by Commissioner Sara Comander (Walton) and seconded by Commissioner George Neugent (Monroe).

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, briefed the Committee on the need for the Board to ratify approval of the final Planning State Expenditure Plan for the Governor's submission to the Restoration Council. There being no questions or comments by the Committee, a motion was made by Commissioner George Neugent (Monroe) that the Committee recommend the Board ratify the final Planning State Expenditure Plan and its submission to the Governor for his delivery to the Restoration Council, said motion was seconded by Ms. Susan Latvala (Pinellas) and passed unanimously.

ACTION: APPROVED

Ms. Ginger Delegal, Interim Manager, updated the Committee on the progress of the Planning Grant Application and introduced Lisa King with Langton & Associates who further explained that it was a work in progress until the Governor submits the Planning State Expenditure Plan to the Restoration Council. Chair Robinson questioned the timeline after submission by the Governor on or about April 1, 2015. Ms. Delegal responded that the Council has a 60 –day review period and, once approved, the Consortium has 30 days to submit its Planning Grant application. There were no further questions or comments by the Committee.

Agenda Item #5 – New Business

None.

Agenda Item #6 – Public Comment

None.

Agenda Item #7 – Upcoming Meeting

The next meeting of the Consortium Board of Directors will be held on March 25, 2015, 10:00 am Eastern at Florida Department of Environmental Protection, Carr Building, Room 170, 3800 Commonwealth Boulevard, Tallahassee, Florida.

Agenda Item #8 – Adjournment

There being no further business, the Committee adjourned at 4:46 pm (ET).

Respectfully submitted,

Grover Robinson
Chairman

**Gulf Consortium Executive Committee
June 11, 2015**

**Agenda Item 4.1
Update on Deepwater Horizon Restoration Partners**

Executive Summary:

This agenda item provides information about the Deepwater Horizon Restoration Partners activities since March, 2015.

Restoration Council:

On May 21, 2015, the Council formally approved Florida's Planning State Expenditure Plan. The Council's letter is attached.

Consortium staff held a conference call with Council staff to coordinate the Consortium's submission of the Planning Grant Application. The comments and pathway presented to Consortium staff on the planning grant submission and its processes is being implemented. Additional review sessions are anticipated and are described in greater detail in Agenda Item 4.2.

State Partners:

Consortium staff continues to meet regularly with the Governor's Office and with DEP.

Federal Partners:

FAC staff, on behalf of the Consortium, continue to communicate with Florida Congressional delegation members on the start-up progress of the Consortium as it actively pursues the development of Florida's State Expenditure Plan.

Options:

This agenda item is informational only. No action is required.

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Attachments:

Restoration Council letter of May 21, 2015.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: June 3, 2015



The Gulf Coast Ecosystem Restoration Council
New Orleans, Louisiana

May 21, 2015

Ms. Mimi A. Drew
Designee of the Governor of Florida
to the Gulf Restoration Council
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Dear Ms. Drew:

Thank you for your submission of the Florida Gulf Consortium's planning State Expenditure Plan for review and approval. As the Gulf Coast Ecosystem Restoration Council's (Council) chairperson, I am pleased to approve this planning State Expenditure Plan based on the Council staff's finding that it is complete and meets all requirements contained in the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), the Council's State Expenditure Plan Guidelines, the Department of Treasury's implementing regulations (31 C.F.R. Part 34), the Council's Final Rule on the RESTORE Act Oil Spill Impact Component Planning Allocation (80 FR 1584), and the Council's Request for Applications for Planning Grants (79 FR 78779).

Approval of the Florida planning State Expenditure Plan does not constitute approval of specific procurement procedures, cost estimates, budget items, or pre-award costs detailed in the planning State Expenditure Plan. Review of a detailed budget, procurement procedures, and requests for approval of pre-award costs will be evaluated when a grant application is submitted under the standards established in 2 C.F.R. Part 200.

I applaud the Gulf Consortium's endeavor to execute a transparent process and develop a thoughtful plan to restore the ecosystem and economy of Florida's Gulf Coast. Our collective efforts under the RESTORE Act will help to ensure the long-term health, prosperity, and resilience of the Gulf Coast.

Sincerely,

Penny Pritzker

Chairperson

Gulf Coast Ecosystem Restoration Council

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.2
Project Management Briefing: Development of SEP

Executive Summary:

This agenda item provides a brief update on the activities of the ESA Consultant Team since the March 25, 2015 Gulf Consortium meeting.

Update:

Since the March 25, 2015 Gulf Consortium meeting, the ESA Consultant Team has focused on the development of the Planning State Expenditure Plan and the preparation of the Administrative Grant Application requesting planning grant funds from the Restoration Council to support the development of the Florida State Expenditure Plan. In addition, ESA senior staff has continued with face to face meetings with each of the Consortium Board members, with the goal of completing all meetings prior to August 1.

The short-term focus will be on preparing for the upcoming Consortium Goal Setting Workshop scheduled for August 26, 2015 in St. Petersburg. The anticipated outcome of this workshop will be a compilation of Florida-specific goals and objectives that represent the consensus of the Gulf Consortium. These goals and objectives will be used by the ESA Consultant Team as the framework for the development of the FSEP. An overview and draft agenda for this workshop is provided as an attachment to this agenda item.

Options:

This agenda item is informational only. No action required.

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Attachments:

Consortium Goal Setting Workshop Overview

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: June 3, 2015

Consortium Goal Setting Workshop Overview

As part of its Initial Comprehensive Plan the Restoration Council has developed goals, objectives, and guiding principles to guide the selection of projects, programs and activities to be funded under the Council Funded Component (Pot #2) and Spill Impact Component (Pot #3) of the RESTORE Act. While the Florida State Expenditure Plan (FSEP) must be consistent with the Council's goals and objectives, there is considerable flexibility to accommodate Florida-specific priorities. The anticipated outcome of this workshop will be a compilation of Florida-specific goals and objectives that represent the consensus of the Gulf Consortium. These goals and objectives will be used by the ESA Consultant Team as the framework for the development of the FSEP.

In developing Florida-specific goals and objectives it is important that the Consortium openly discuss and debate two fundamental questions with regard to the distribution of Spill Impact Component funds: where should the money be spent, and on what should it be spent? Addressing these questions upfront will help set the stage for the development of both goals and objectives, as well as criteria for sorting, evaluating and ranking eligible projects, programs and activities proposed for consideration.

Prior to the August 26 workshop the ESA Consultant Team will prepare and distribute a questionnaire and supporting informational materials to the Consortium Board members to determine their individual thoughts and opinions on the two fundamental questions as well as other related matters. Following the distribution of the questionnaire, the consultant team will conduct follow up telephone interviews with each Board member to address any questions or concerns they may have. The questionnaire responses will be compiled and analyzed, and the results will be presented at the workshop to set the stage for the day's discussion/work. A draft workshop agenda is provided below.

10:00am-10:30am – Introduction and Background Information

- Overview of workshop goals, format, and rules
- Summary of questionnaire results

10:30am-12:00pm – Facilitated Discussion of Question #1

- What is the appropriate geographic distribution of Spill Impact Component Funds?
 - Should Direct Component formulas be applicable to the Spill Impact Component?
 - What are the appropriate geographic units - counties, regions, or watersheds?
 - Are there alternatives that can equitably address all three geographic units?

12:00pm-1:00pm – Working Lunch Presentations

- Update on findings of ongoing Gulf of Mexico scientific research
- Lessons learned from the Louisiana experience
- Overview of environmental and economic issues of concern
 - Gulf-wide
 - State-wide
 - Regional/local
- Review of Spill Impact Component eligible activities

1:00pm-2:30pm – Facilitated Discussion of Question #2

- What is the appropriate balance of eligible environmental vs. economic activities?
 - What are the Florida-specific environmental and economic priorities?
 - Should eligible economic activities also provide environmental benefits?
 - How should the infrastructure limitation be addressed?

2:30pm-4:30pm – Development of Florida-Specific Goals and Objectives

- Review of Council goals, objectives and guiding principles
- Discuss and define Florida-specific goals and objectives

4:30pm-5:00pm – Wrap Up

- Summary of workshop decisions and unresolved issues
- Next steps

5:00pm - Adjourn

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.4
Planning Grant Application Progress and Approval of
Letter to Restoration Council

Executive Summary:

Discuss the progress in preparing the Planning Grant Application for submission to the Restoration Council and seek approval for a letter to the Council.

Background:

The Planning State Expenditure Plan was submitted to the Restoration Council for approval by the Governor on April 2, 2015. The Council had a 60-day review period. On May 21, 2015, the Council formally approved Florida's Planning State Expenditure Plan. Technically, now the Consortium has 30 days to submit a planning grant application. That 30-day period would run on Monday, June 20, 2015.

Langton Associates, a part of the ESA Consultant Team has been working to prepare the planning grant application for the Consortium's review and approval. Currently, the total request for the grant is \$4,851,525.00, over a planning horizon that extends back from August 22, 2014 (pre-award costs), forward two (2) years, to September 30, 2017. A detailed breakdown of a proposed budget plan was included in the PSEP, approved by the Consortium Board and the Restoration Council. Currently, Langton is working on a budget plan and the planning grant application to explain how the Consortium has begun and intends to develop Florida's SEP; to detail the competitive procurement process for the engagement of the SEP Development Consultant Team, the General Counsel, and the Manager; to outline the contractual services being provided to the Consortium by Leon County and the Leon County Clerk of the Court: procurement, grant management, and fiscal agent services; and to detail the conflict of interest protections and open government requirements that the Consortium operates under and requires of its contractors.

The Consortium is the "eligible entity" in Florida to receive planning grants for the development of Florida's State Expenditure Plan. Accordingly, the Consortium is the entity to prepare and submit the grant application for Florida. The Consortium is coordinating and collaborating with Florida's DEP and the Restoration Council on the application. The Council has already provided input on the Consortium's initial gathering and drafting of information that was put in an application format and submitted to the Council staff.

The Restoration Council staff has provided critical input and has offered a collaborative grant application submission and approval process. This process

will allow the Consortium, with Langton Associates' assistance, to submit information, detail, data, and documents supporting the Consortium's final grant application in incremental stages. The Council staff has committed to review each incremental submission and provide comment. The goal of this type of approach is to prepare the Consortium for a potential U.S. Treasury audit of the planning grant and to greatly increase the likelihood of an efficient, comprehensive final grant application approval process.

It is anticipated that this process will extend beyond the 30-day timeline for submission of the planning grant application. Accordingly, the Council has offered to waive the June 20 deadline, in writing, so that the Consortium can take advantage of the preliminary, staged approval process that is being offered instead. It is not known how long this process will take but Consortium staff believes the latest date to submit the final application would be immediately following Board approval of the permanent Manager contract, preliminarily scheduled for November 18, 2015. However, ESA, Langton Associates and Consortium staff understands the urgency of grant approval before October 1, 2015. In fact, the attached letter to the Council asks for a schedule, communicating the urgency of finality by October 1 for the Consortium.

Once the application is approved, the Consortium and the Council will negotiate and enter into a grant agreement. The grant will be funded thereafter.

Fiscal Impact:

Under Task Order 1, ESA agreed to develop the PSEP and the preparation of a grant application for planning funds. Task Order 1 provides that payment to ESA is contingent upon the receipt of federal planning grant monies. Upon receipt of those funds, ESA will be paid \$15,000 for its services for the planning grant application preparation, and \$35,980 when the Council approves the grant, for a total of \$50,980.

Recommendation:

Approve the transmission of the attached letter to the Restoration Council Executive Director, confirming an understanding of the collaborative grant application process; accepting the verbal offer for a waiver for the June 20 application deadline; and seeking a mutually agreeable schedule for the grant application submission and approval process.

Attachment:

Draft letter to Restoration Council.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: June 8, 2015



Via Email

justin.ehrenwerth@restorethegulf.gov

June 12, 2015

Justin R. Ehrenwerth
Executive Director
Gulf Coast Ecosystem Restoration Council
c/o US Custom House
Suite 419
423 Canal Street
New Orleans, Louisiana 70130

Re: Gulf Consortium Planning Grant Application Process

Dear Mr. Ehrenwerth:

We appreciate the Council staff taking the time to review the Gulf Consortium's preliminary draft planning grant application during the week of June 1, 2015 and providing guidance on how best to proceed. Given the Council staff's direction and the number of questions raised on the draft Planning Grant Application, the Gulf Consortium intends to immediately embark upon the Council-offered iterative and collaborative process so that the Consortium can produce a final grant application that is approved.

In order to meet the expectations outlined, the work effort will extend beyond the 30 day grant application deadline following the Council's approval of the Planning State Expenditure Plan. Therefore, the Consortium respectfully requests a suspension of that deadline until the planning grant application is completed, with the understanding that the Consortium and the Council will work collaboratively and efficiently so that the final grant application submission is reviewed with diligent efficiency.

The Gulf Consortium fiscal year ends September 30, 2015 with no current funding past that day. The Consortium has no taxing authority and receives no state or federal appropriations. The Consortium is wholly funded by voluntary taxpayer based county contributions. For planning purposes, the Consortium requests a timeline for the planning grant application and approval process in time to provide funding for the ensuing 2015/2016 fiscal year. The Consortium commits to meet all requirements and deadlines outlined in such a schedule to ensure funding goals are met.

The RESTORE Act, the Restoration Council, and the Gulf Consortium are making history. The Consortium is committed to doing everything it can to ensure that all federal requirements and requests are met to ensure transparency and a deliberative path forward. The Consortium is appreciative of the time and effort Council staff is providing to ensure a through planning grant is submitted.

We look forward to your response. Please feel free to contact Ginger Delegal at the Florida Association of Counties (gdelegal@fl-counties.com; 850-922-4300) with any follow-up questions you may have.

Sincerely,

Grover C. Robinson, IV
Chair, Gulf Consortium

cc: Mary Pleffner, Gulf Coast Ecosystem Restoration Council
CFO/Director of Administration
Mark Bisgeier, Gulf Coast Ecosystem Restoration Council General Counsel
Mimi Drew, Designee of the Governor of Florida to the
Gulf Coast Restoration Council
Sarah M. Bleakley, Gulf Consortium Interim General Counsel
Christopher L. Holley, Florida Association of Counties, Interim Manager

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.5
Recommend Delegation of Authority on Planning Grant Application

Statement of Issue or Executive Summary:

Recommend the delegation of authority to the Executive Committee for any and all Planning Grant Application submissions to the Restoration Council.

Background:

Please refer to Agenda Item 4.4 for a detailed background of the Restoration Council's offer of a collaborative planning grant application submission and approval process. This agenda item allows the Consortium staff, with the assistance of Langton Associates, to implement that process.

Analysis:

So that the Consortium staff and Langton Associates can efficiently and effectively take full advantage of the collaborative grant application process that the Restoration Council is offering, approval of any and all submissions, as needed, must also be efficient and effective. The Gulf Consortium Board of Directors will not meet after June 19th until August 26th and then not again until November 18th. With only three meetings, spread relatively far apart from each other, and the collaborative application process being iterative in nature, a method of approval other than at full Board meetings is needed.

The Consortium could choose to empower the Executive Committee, or the interim Manager, with approval authority, as needed. Given the timing of the competitive procurement process for the permanent manager, the appropriate level of oversight over what might be a transition period for the Consortium is not best achieved by empowering the interim Manager. Accordingly, the Consortium should consider empowering the Executive Committee with the authority to provide interim authority, as needed, in the planning grant application submission process, on behalf of the Board of Directors. Under this scenario, the Executive Committee should provide regular reports of its actions to the Board of Directors at its regularly-scheduled meetings.

Options:

- 1) Require Board approval on planning grant application submissions to the Restoration Council;
- 2) Delegate interim approval on any and all submissions of the planning grant application to the Executive Committee;
- 3) Delegate interim approval on any and all submissions of the planning grant application to the interim Manager;
- 4) Other direction.

Recommendation:

Recommend that the Board adopt Option (2) above, delegating interim approval on any and all submissions of the planning grant application to the Executive Committee, with the requirement of action reports to the Board at its regularly scheduled meetings.

Attachments:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: June 8, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.6
Recommend Acceptance of Evaluation Team Report for
Procurement of Legal Services to the Consortium

Executive Summary:

At the Consortium meeting on March 25, 2015, the Board adopted a Procurement Policy for Legal Services for the Gulf Consortium and approved a Request for Proposals for Legal Services to the Gulf Consortium, including the creation and appointment of an Evaluation Team. The Request for Proposal (RFP) was issued on March 27, 2015.

Background:

Through the Consortium's agreement with the Leon County Purchasing Department, an RFP for General Counsel services was posted, advertised, and distributed in March 2015. Four (4) responses were received by the deadline of April 23, 2015. One responder withdrew prior to the first Evaluation Team meeting. The three remaining firms were Bryant, Miller & Olive (BMO); Clark, Partington, Hart, Larry, Bond & Stackhouse (Clark); and, Nabors, Giblin & Nickerson (NGN). The first meeting of the Evaluation Team for the Gulf Consortium's procurement of legal services was held on May 18, 2015 by way of a publically accessible conference call in Tallahassee. The Evaluation Team consists of the following persons:

- Ray Sandrock, Charlotte County Administrator, Chair of the Evaluation Team
- Donald Butler, Gulf County Administrator
- Michael Shuler, Franklin County Attorney
- Chip Fletcher, Hillsborough County Attorney
- Craig Varn, DEP General Counsel

The initial conference call was administrative in nature, explaining the process for evaluation, meetings, scoring, and potential interviews, and establishing the tasks and timelines for completion of the tasks of the Evaluation Team. Specific written instructions were provided to the Evaluation Team and verbal explanations were provided. The Evaluation Team scores were based on the following criteria and point values for each evaluation criteria:

| | |
|--|-----|
| General Counsel's Experience and Demonstrated Ability | 25 |
| Firm's Past Experience, Demonstrated Ability and Performance | 20 |
| Firm's Ability to Provide Support to the Gulf Consortium | 15 |
| Sufficiency of Proposal | 10 |
| Firm's Fee | 30 |
| Total | 100 |

After the initial meeting, the Evaluation Team members independently and individually conducted reviews of each proposal, evaluated each and scored them based on the above-articulated system. These score sheets were transmitted to Leon County

purchasing and were compiled. That scoring compilation resulted in the Team's average raw scores and rankings as follows:

| | Evaluator (DB) Score | Evaluator (DB) Rank | Evaluator (CF) Score | Evaluator (CF) Rank | Evaluator (RS) Score | Evaluator (RS) Rank | Evaluator (MS) Score | Evaluator (MS) Rank | Evaluator (CV) Score | Evaluator (CV) Rank | Average Rank |
|---|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|-----------------|
| Bryant, Miller, Olive | 86.47 | 2 | 91.47 | 1 | 88.47 | 2 | 92.47 | 1 | 93.47 | 1 | 1.4 |
| Clark Partington, Hart, Larry, Bond & Stackhouse | 76.43 | 3 | 76.43 | 3 | 52.43 | 3 | 76.43 | 3 | 82.43 | 2 | 2.8 |
| Nabors, Giblin & Nickerson | 91.31 | 1 | 89.31 | 2 | 91.31 | 1 | 90.31 | 2 | 79.31 | 3 | 1.8 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| <u>Vendor Ranking:</u> | | | | | | | | | | | |
| | | | | | | | | | | | |
| Bryant Miller Olive | 1.4 | | | | | | | | | | |
| Nabors Giblin Nickerson | 1.8 | | | | | | | | | | |
| Clark, Partington.....Stackhouse | 2.8 | | | | | | | | | | |

At a second Evaluation Team publically accessible conference call meeting, held on May 28, 2015, the Team reviewed its individual scorings and the compilation scores, discussed them, and determined it wanted to interview BMO and NGN, the top two ranked firms. In person interviews of these two firms by the entire Evaluation Team was held in Tallahassee on June 5, 2015. The firms had been asked to address three specific topics related to pricing, the scope of services, and federal experience.

Following the interviews, the Evaluation Team then met in an open meeting and discussed the interviews and information gathered. After a motion and a second, the Evaluation Team unanimously voted to rank the final two firms in the following order:

- (1) Nabors, Giblin & Nickerson; and,
- (2) Bryant, Miller & Olive.

Accordingly, the Evaluation Team recommends that the Board negotiate a contract for permanent general counsel services with Nabors, Giblin & Nickerson.

Options:

1. Recommend that the Board approve the recommendation of the Evaluation Team; or,
2. Provide other direction.

Fiscal Impact:

None at this time. The ultimate contract within the chosen firm will be at a negotiable rate. Approval of that contract will come back before the Board in August.

Recommendation:

Recommend that the Board approve the recommendation of the Evaluation Team for the Procurement of Legal Services.

Attachment:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: June 5, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Executive Committee
June 11, 2015**

**Agenda Item 4.7
Recommend Approval of Resolution No. 2015-02, Relating
to Fiscal Agent Services and Grant Administration Services**

Executive Summary:

Discuss and recommend adoption of the attached Resolution No. 2015-02, Relating to Fiscal Agent Services and Grant Administration Services.

Background:

Federal grant law generally requires the competitive procurement of all services in order to qualify for reimbursement under a federal grant. Elsewhere on the Executive Committee Agenda, Agenda Item 4.6 recommends approval of an Interlocal Agreement with Leon County for grant administration services and agenda item 4.7 recommends approval of an Interlocal Agreement with the Leon County Clerk for fiscal agent services.

The attached Resolution provides a legal rationale under federal grant law for entering into interlocal agreements and using the services of Leon County and the Leon County Clerk, instead of competitively procuring those services. Federal grant law allows an exception to competitive procurement when the services are provided through an interlocal agreement or when there is a sole source which can provide the services in a more robust manner than any other providers. The attached Resolution establishes the legal basis for the interlocal agreements and puts the Consortium in the best legal position to receive federal funds to pay for those services. The purpose of the Resolution is to provide sound support for the Restoration Council and any future federal auditors to allow federal expenditures to Leon County and the Clerk for the services provided to the Consortium.

Analysis:

Attached is a copy of Resolution No. 2015-02 Relating to Fiscal Agent Services and Grant Administration Services. It summarizes the federal Uniform Guidelines relating to grant administration for state and local governments and provides a factual basis and legal rationale for entering into an interlocal agreement with the Leon County Clerk for fiscal agent services and with Leon County for procurement and grant administration services, as follows:

- The Guidelines encourage the use of interlocal agreements as an efficient and economical mechanism to provide procurement and other services.
- The Resolution determines that the Interlocal Agreements with the Clerk and the County provide a cost effective and efficient means to provide those services to the Consortium.

- The Resolution finds that the Consortium's Interlocal Agreements with the Clerk and the County are justified under the sole source exception to the competitive procurement requirements of the Guidelines because of the location of the entities, their familiarity with the RESTORE Act and the low cost of the services.

Fiscal Impact:

None. The Resolution puts the Consortium in a better legal position to receive federal funds to pay for the services of Leon County for grant administration services and the Leon County Clerk for fiscal agent services.

Recommendation:

Recommend approval of Resolution No. 2015-02 Relating to Fiscal Agent Services and Grant Administration Services.

Attachment

Resolution No. 2015-02 Relating to Fiscal Agent Services and Grant Administration Services.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: June 4, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved_____; Approved as amended_____; Defeated_____.

RESOLUTION NO. 2015-02

**A RESOLUTION OF THE GULF CONSORTIUM
RELATING TO THE ACQUISITION OF PROCUREMENT,
GRANT ADMINISTRATION, AND FISCAL AGENT
SERVICES; PROVIDING FINDINGS; AND PROVIDING
AN EFFECTIVE DATE.**

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

SECTION 1. FINDINGS. The Board of Directors of the Gulf Consortium ("Board") hereby finds as follows:

- (A) In 2013, the Office of Management and Budget (OMB) promulgated 2 CFR Part 200 (the "Uniform Guidelines"), establishing the regulations governing procurement for state and local governments using federal grant funds.
- (B) The Uniform Guidelines apply to procurements by state and local governmental entities using federal grant funds obtained from the Gulf Coast Restoration Trust Fund (the "Trust Fund"), created pursuant to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (the "Restore Act").
- (C) The Gulf Consortium ("Consortium") anticipates applying for and receiving grant funds made available in the Trust Fund and is therefore required to abide by the Uniform Guidelines.
- (D) 2 CFR Part 200.318(e) provides that in order to "foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services," non-Federal entities receiving federal grant funds are encouraged to enter into state and local intergovernmental agreements "where appropriate for procurement or use of common or shared goods and services."
- (E) Leon County, Florida, a charter county and political subdivision of the State of Florida ("Leon County"), is willing and able to provide procurement and federal grant administration services for the Consortium.
- (F) The Consortium desires to enter into an intergovernmental agreement with Leon County, in accordance with the provisions of 2 CFR Part 200.318(e), to provide procurement and federal grant administration services, as more particularly described in the attached Second Amended Interlocal Agreement Between Leon County, Florida and Gulf Consortium Regarding Procurement Services.

- (G) The intergovernmental agreement with Leon County contemplated in the preceding paragraph will foster greater economy and efficiency, in furtherance of the goals articulated in 2 CFR Part 200.318(e).
- (H) The Office of the Leon County Clerk of the Circuit Court and Comptroller, a duly elected constitutional officer of Leon County, Florida (the “Clerk”), is willing and able to provide distribution and paying agent services whereby it 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 required pursuant to the Restore Act.
- (I) The Consortium desires to enter into an intergovernmental agreement with the Clerk, in accordance with the provisions of 2 CFR Part 200.318(e), 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, as more particularly described in the attached Interlocal Agreement.
- (J) The intergovernmental agreement with the Clerk contemplated in the preceding paragraph will foster greater economy and efficiency, in furtherance of the goals articulated in 2 CFR Part 200.318(e).
- (K) Additionally, 2 CFR Part 200.320(f)(1) provides that procurement by noncompetitive proposals may be utilized when an item or service is only available from a single source.
- (L) Leon County is uniquely positioned to perform the above described services due to: its location and proximity to key State of Florida administrative agencies; ability to perform the required services without compensation other than for direct costs; familiarity with federal and state procurement laws and regulations applicable to governmental entities; and because it is a governmental entity that is not itself a member of the Consortium.
- (M) The Clerk is uniquely positioned to perform the above described services due to its ability to perform the required services without compensation and because it is a governmental entity that is not itself a member of the Consortium.

SECTION 2. PROCUREMENT OF THE SERVICES OF LEON COUNTY.

Pursuant to 2 CFR Parts 200.318(e) and 200.320(f)(1), the Board hereby selects Leon County to perform the following services, as more particularly described in the attached Second Amended Interlocal Agreement Between Leon County, Florida and Gulf Consortium Regarding Procurement Services:

Leon County shall provide:

- (A) All necessary personnel and take all required steps to perform general procurement services for the Consortium.
- (B) Advice and assistance regarding the development of a competitive procurement policy for the Consortium.
- (C) Technical and strategic support in the Consortium's competitive solicitation of a firm to help develop and submit the State Expenditure Plan.
- (D) All necessary personnel and take all necessary steps to perform federal grant administrative services for the Consortium.

SECTION 3. PROCUREMENT OF THE SERVICES OF THE CLERK. Pursuant to 2 CFR Parts 200.318(e) and 200.320(f)(1), the Board hereby selects the Clerk to perform the following services, as more particularly described in the attached Interlocal Agreement:

The Clerk shall:

- (A) Receive approved invoices from the Consortium and process same for payment.
- (B) Maintain a financial management system.
- (C) Establish an on-site and fully accessible recordkeeping system in accordance with Florida and federal law.
- (D) Provide monitoring of financial controls in accordance with federal grant law.

SECTION 4. EFFECTIVE DATE. This resolution shall be effective upon its approval by the Board.

Duly passed and adopted this _____ day of _____, 2015.

Chairman

Attest: Secretary-Treasurer

Approved as to form:

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

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.8
Recommend Approval of Interlocal Agreement with
Leon County Clerk of Court for Fiscal Agent Services

Executive Summary:

Discuss and recommend approval to the Board of the attached Interlocal Agreement with Leon County Clerk of Court for Fiscal Agent Services.

Background:

The Consortium is poised to submit a grant application for federal funds to develop the State Expenditure Plan. Federal grant law requires an experienced fiscal agent to oversee and disburse federal funds. Federal grant agreements require the recipient to have in place specific fiscal management processes and controls to assure the proper expenditure of federal funds. The Consortium currently has an interlocal agreement with Leon County to provide procurement services, and the County has provided excellent services. The Leon County Clerk of Court is experienced in meeting requirements for federal grants issued to Leon County. As indicated in earlier agenda memoranda to the Board of Directors, Consortium staff has been negotiating an interlocal agreement with the Leon County Clerk of Court to provide fiscal agent services for the federal funds anticipated to be awarded to the Gulf Consortium.

Analysis:

Attached is a copy of the Interlocal Agreement with the Clerk to provide fiscal agent services. It provides the following:

- Requires the Consortium to establish a separate bank account for the federal grant funds.
- Requires the Consortium to determine whether a given activity, expenditure or cost comprises a qualified expenditure under the federal grant.
- Requires the Consortium to satisfy federal grant conditions, including audit requirements.
- Authorizes the Clerk to process payments from the bank account only for qualified expenditures under the federal grant for invoices approved by the Consortium and as directed by the Consortium's signatories.
- Requires the Clerk to establish internal financial controls and systems, including a separate ledger for administration costs and qualified expenditures, and the designation of certain officials within the Clerk's office for the management of the grant funds.

Fiscal Impact:

In the event that the Consortium's requests for payment of invoices do not exceed 100 per year, the Clerk has agreed to perform its fiscal agent services without compensation for professional services, unless the costs are greater than anticipated. Additionally, the agreement provides for the Consortium to reimburse the Clerk for legal fees and expenses associated with the negotiation and implementation of the agreement, which is estimated at \$4,000.

The Interlocal Agreement provides that payment to the Clerk is contingent upon the receipt of federal funds and federal approval.

Recommendation:

Recommend approval of the Interlocal Agreement with the Leon County Clerk of Court for Fiscal Agent Services

Attachment

Interlocal Agreement between the Gulf Consortium and the Leon County Clerk of Court for Fiscal Agent Services.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: June 4, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

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").

W I T N E S S E T H:

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.

[Remainder of Page Intentionally Left Blank]

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: _____, 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: _____, 2015

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.9
Approval of Second Amended Interlocal Agreement with Leon County for
Grant Administration Services

Executive Summary:

Discuss and recommend approval of the attached Interlocal Agreement with Leon County for Grant Administration Services.

Background:

The Consortium is poised to submit a grant application for federal RESTORE Act funds to pay for the development of the State Expenditure Plan. As is typical for all federal grants, the Consortium will be required to provide periodic reports to the Council and perform other administrative tasks related to the grant. The Consortium currently has an interlocal agreement with Leon County to provide procurement services, and the County has provided excellent services in that regard. The County has experience in federal grant administrative requirements and is willing to provide assistance to the Consortium.

Analysis:

Attached is the Interlocal Agreement for Grant Administration Services, which is titled "Second Amended Interlocal Agreement between Leon County, Florida and the Gulf Consortium Regarding Procurement Services." On May 12th, the Leon County Board of County Commissioners approved the second amendment to the existing interlocal agreement with the Consortium to provide grant management services, including advice, assistance, and reporting requirements.

Fiscal Impact:

The amended interlocal agreement does not alter the financial portion of the current interlocal agreement with Leon County; rather it continues to require the Consortium to reimburse the County for its direct expenses.

Recommendation:

Recommend approval of the Second Amended Interlocal Agreement between Leon County, Florida and the Gulf Consortium Regarding Procurement Services

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: June 4, 2015

Attachments

Second Amended Interlocal Agreement between Leon County and the Gulf Consortium Interlocal Agreement with Leon County for Grant Administration Services.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**SECOND AMENDED INTERLOCAL AGREEMENT
BETWEEN LEON COUNTY, FLORIDA
AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS SECOND AMENDED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the parties entered into a Interlocal Agreement on March 26, 2014, which authorized the County to provide and assist the Consortium with procurement services in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE ACT;

WHEREAS, the parties amended the Interlocal Agreement on October 28, 2014 to allow for the procurement of additional services, as needed, for the Consortium;

WHEREAS, the parties to the Interlocal Agreement desire to amend certain provisions to allow for the provision of additional services relating to federal grant administration, as needed, for the Consortium.

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

SECTION 2. PROCUREMENT SERVICES AND GRANT ADMINISTRATION SERVICES

A. The County shall provide all necessary personnel and take all required steps to perform procurement services for the Consortium, as follows: Provide advice and assistance regarding the development of a competitive procurement policy for the Consortium;

B. Provide technical and strategic support in the Consortium's competitive solicitation of a firm in the development and submission of the State Expenditure Plan, including, but not limited to, preparing solicitation documents, advertising and disseminating solicitation documents, and advising and assisting the Consortium's Interim Manager, the procurement evaluation team and the Consortium Board of Directors in the selection of the most qualified firm; and,

C. Provide other procurement services as needed by the Consortium, including, but not limited to, other consultants and professional services as well as goods and materials.

D. The County shall provide all necessary personnel and take all necessary steps to perform federal grant administrative services for the Consortium, as follows: provide advice and assistance regarding federal grant administration services including, but not limited to reporting requirements.

All other provisions of the Interlocal Agreement entered into by and between the parties on March 26, 2014 and recorded in Official Records of Leon County in Book 4650 at Page 340, and the Amendment to the Interlocal Agreement entered in on October 28, 2014 and recorded in Official Records of Leon County in Book _____ at Page _____, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties cause this Amended Interlocal Agreement to be executed by their duly authorized representatives this _____ day of _____, 2015.

LEON COUNTY, FLORIDA

Attest:
Bob Inzer, Clerk of the Court

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

By: _____

Approved as to form:
County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

THE GULF CONSORTIUM

ATTEST:

By: _____
Chairman
Board of Directors

Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:

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

**Gulf Consortium Executive Committee
June 11, 2015**

**Agenda Item 4.10
Recommend Approval for Task Order #3 of the ESA Contract for
Development of State Expenditure Plan**

Executive Summary:

Recommend that the Board approve Task Order #3 of the ESA Consulting Contract for the Development of the State Expenditure Plan, to authorize the Public Involvement Plan - Phase I Activities.

Background:

A rigorous program of public involvement and stakeholder coordination will be critical to both the public acceptance and the Restoration Council's approval of the Florida State Expenditure Plan (FSEP). Public involvement and stakeholder coordination will be an ongoing project activity integrated into the various tasks of the SEP development process, and generating a broad level of support for the projects, programs, and activities contained in the FSEP will be a key measure of success for the Plan development effort. The overarching goals of the Public Involvement Program are to ensure that:

- The FSEP development process is transparent and fair;
- All interests and viewpoints are heard and properly considered; and
- A broad consensus of support for the FSEP is obtained from the major stakeholders.

These goals will be attained through a wide variety of public outreach and communication methods including: interviews with elected officials and key stakeholders; public meetings at the county, watershed and regional levels; development and maintenance of a project-specific website; and the use of social media.

Throughout the FSEP development process the ESA Consultant Team will be actively engaged with the Consortium Board of Directors – including elected officials and associated County staff, as well as gubernatorial appointees to the Consortium. The ESA Consultant Team, through the Consortium, will also regularly communicate with key agency staff, the Governor's office, and the Florida representative to the Restoration Council.

In addition to engaging stakeholders and the general public the ESA Consultant Team will assist the Consortium in first establishing and then obtaining specialized feedback from two advisory committees: the Technical Advisory Committee (TAC) and the Economic Advisory Committee (EAC).

Analysis:

The objective of this Task Order #3 is to initiate Phase I of the FSEP Public Involvement Program. Activities conducted under Phase I will involve the following:

- Preparation for August 26, 2015 Consortium Goal Setting Workshop;
- Development of a process for nominating and appointing advisory committee membership;
- Development of a strategy for coordinating with other RESTORE Act planning activities; and
- Development of a formal Communications Plan for the FSEP development process.

The specific activities and work products associated with each of these sub-tasks are described in the attached Task Order #3.

Options:

- (1) Recommend approval of Task Order #3 to the Consortium Board; or
- (2) Provide other direction to staff.

Fiscal Impact:

Compensation of the Consultant for this and future task orders shall be contingent upon the receipt of planning grant funds from the Restoration Council. The total compensation for this Task Order #3 shall not to exceed \$167,484.

Recommendation:

Recommend that the Board approve Task Order #3.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: June 3, 2015

Attachments

Task Order #3

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

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

-TASK ORDER #3-

Public Involvement Program – Phase I Activities

WHEREAS, the Gulf Consortium (Consortium) and Environmental Science Associates (Consultant) entered into an agreement for planning consulting services for the State Expenditure Plan (Agreement);

WHEREAS, the Agreement requires written task orders to be issued by the Consortium for work to be performed by the Consultant; and

WHEREAS, the Consortium desires the Consultant to conduct a public involvement program to assist in the development and adoption of Florida's State Expenditure Plan.

NOW, THEREFORE, the Parties agree to Task Order #3 as follows:

Background

A rigorous program of public involvement and stakeholder coordination will be critical to both the public's acceptance and the Restoration Council's approval of the Florida State Expenditure Plan (FSEP). Public involvement and stakeholder coordination will be an ongoing project activity integrated into the various tasks of the FSEP development process, and generating a broad level of support for the projects, programs, and activities contained in the FSEP will be a key measure of success for the planning effort. The overarching goals of the Public Involvement Program are to ensure that:

- The FSEP planning process is transparent and fair;
- All interests and viewpoints are heard and properly considered; and
- A broad consensus of support for the FSEP is obtained from the major stakeholders.

These goals will be attained through a wide variety of public outreach and communication methods including: ongoing coordination with the Consortium Manager; interviews with elected officials and key stakeholders; public meetings at the county, watershed and regional levels; development and maintenance of a project-specific website; and the use of social media for public noticing and information exchange.

Throughout the FSEP development process the ESA Consultant Team will be actively engaged with the Consortium – including elected officials, delegated County staff, and gubernatorial appointees – as well as the Consortium Manager. In addition, the ESA Consultant Team, through the Consortium, will also regularly communicate with key Florida agency staff as well as the Florida representative to the Restoration Council on matters relevant to the development of the FSEP.

Phase I of the FSEP development process extends through the completion of the Consortium Goal Setting Workshop and related follow up activities. Accordingly, this Task Order #3 addresses public involvement activities to be conducted during Phase I of the project, including:

- Ongoing project management and communications coordination with the Consortium Manager;
- Preparation for the August 26, 2015 Consortium Goal Setting Workshop; and
- Development of a detailed Workshop Summary and actionable agenda item(s) for consideration at the November 18, 2015 Consortium Board of Directors meeting.

The specific activities and deliverables associated with Task Order #3 are described below.

Scope of Work and Deliverables

The Consultant will continue to participate in weekly project management calls, and periodic face to face meetings, with the Consortium Manager, as directed by the Consortium Manager. In addition, the Consultant will prepare for and participate in both scheduled and special Consortium Executive Committee meetings and Consortium Board of Directors meetings through December 31, 2015.

In preparation for the August 26, 2015 Consortium Goal Setting Workshop, the Consultant will:

- Complete face to face meetings/interviews with all Consortium Board of Directors;
- Develop and distribute a pre-workshop questionnaire to Consortium Board of Directors;
- Following the distribution of the questionnaire, conduct follow-up telephone interviews with Consortium Board members;
- Compile questionnaire results for presentation at the August 26 workshop;
- Prepare a pre-meeting email notice of the August 26 workshop including the final agenda meeting objectives, and all supporting materials;
- Prepare and distribute a short post-meeting summary of the August 26 workshop findings and conclusions within one week of the workshop;
- Prepare a detailed Workshop Summary document and actionable agenda item(s) for the November 18, 2015 Gulf Consortium meeting.

It is anticipated that the Consortium will formally adopt by resolution the consensus goals and objectives resulting from the August 26 workshop. The Consultant will be prepared to present the workshop summary information at the November 18, 2015 Consortium meeting, and to assist with discussion and a formal decision(s) by the Consortium Board of Directors.

Schedule

The Public Involvement Program Phase I activities described above will commence on June 19, 2015 - contingent upon Consortium Board approval - and will be completed on or before December 31, 2015.

Compensation

Compensation of the Consultant for this and future task orders shall be contingent upon receipt of planning grant funds from the Restoration Council. The Consultant shall provide monthly invoices detailing all costs accrued under this Task Order #3, and shall be compensated for work conducted on a time and materials basis up to a maximum upset limit of \$82,388.

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

GULF CONSORTIUM

By: _____

Date: _____

ENVIRONMENTAL SCIENCE ASSOCIATES

By: _____
President or designee

Title: _____

Date: _____

SECRETARY/TREASURER:

By: _____

Date: _____

Approved as to Form:
Gulf Consortium Interim General Counsel

BY: _____

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

**Gulf Consortium Executive Committee
June 11, 2015**

**Agenda Item 4.11(a)
Recommend Adoption of Purchasing Policy for Management Services –
Amendment to Resolution 2015-01**

Executive Summary:

Recommend adoption of Amendment to Resolution 2015-01, establishing the purchasing policy for management services.

Background:

On October 19, 2012, the Consortium hired the Florida Association of Counties to provide Interim Management services to the Consortium. The original contract contained a one year term. That term was then extended in September 2013 until “the effective date of the Consortium’s hiring, engaging or retaining a permanent Manager, unless an earlier expiration date is mutually agreed to in writing.”

In anticipation of planning grant funds, the Consortium needs to begin the process of hiring a permanent Manager. As a part of the development process for the Planning SEP and the planning grant application, and the review of the Restoration Council releases, and conversations with Restoration Council staff, it became clear that a competitive process for the engagement of the General Counsel and the Manager is necessary. At the March 2015 meeting, the Board adopted Resolution 2015-01 establishing a purchasing policy for legal services.

Consortium staff has used the services of Leon County Procurement to assist the Interim General Counsel in the development of the attached procurement policy for Management Services, which is a simple amendment to the purchasing policy for legal services. Leon County has provided this assistance under its Interlocal Agreement with the Consortium for procurement assistance.

Analysis:

Attached is a proposed Amendment to Resolution 2015-01, amending the Purchasing Policy for Legal Services to add Management Services. The effect of the amendment is to establish a policy for management services similar to those already adopted by the Consortium for the procurement of the ESA Consultant Team, the Permanent General Counsel and the FY 2013/2014 Independent Financial Auditor.

Resolution 2015-03 sets forth the following:

- authorizes the Interim General Counsel, working with the Leon County Procurement Director, to supervise the purchase of management services for the Consortium;

- requires an Evaluation Team for the independent review and evaluation of the responses to the RFP for Managements (see Agenda Item 4.9(b) for the proposed RFP);
- establishes a bid protest process;
- creates the award process, including review by the Evaluation Team and a presentation of the required ranked list to the Board of Directors;
- authorizes the Board of Directors, based on receipt and review of the Evaluation Team report, to determine which proposal is the most advantageous to the Consortium;
- establishes a Request for Proposal competitive sealed bid process for soliciting responses from qualified firms for permanent Management Services for the Consortium; and
- creates ethical standards for the transparent procurement process of a permanent Manager.

Fiscal Impact:

For Management Services: It is currently anticipated that any contract for management services entered into under this Amendment to Resolution 2015-01 will not create any payment obligation on the part of the Consortium until federal planning grant award dollars are received. A budget is being prepared for management contract services and for inclusion in the planning grant application. It is not yet known whether that request will be awarded in full or in part. The final contract for management services will come back before the Consortium for discussion and approval, including compensation provisions.

For Leon County Procurement Services: Under the Interlocal Agreement with Leon County for Procurement Services, the Consortium has committed to compensating Leon County for its expenses and services in providing such assistance to the Consortium, when the Consortium receives federal planning grant award dollars for that purpose. A request item for this Interlocal Agreement's compensation will be made as a part of the planning grant application. It is not yet known whether that request will be approved in whole or in part.

Recommendation:

Recommend adoption of Amendment to Resolution 2015-01, the purchasing policy governing the procurement of management services.

Attachments:

Proposed Amendment to Resolution 2015-01.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: June 4, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

AMENDMENT TO RESOLUTION 2015-01

**A RESOLUTION OF THE GULF CONSORTIUM,
AMENDING RESOLUTION 2015-01, PROVIDING FOR
THE COMPETITIVE PROCUREMENT OF
MANAGEMENT SERVICES; AND PROVIDING AN
EFFECTIVE DATE.**

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

**SECTION 1. RESOLUTION 2015-01, SECTION 3 relating to definitions and
construction is amended to add the following underlined text:**

18. “Manager” and “Consortium Manager” mean the Manager or Interim
Manager of the Consortium, or his designee. Provided, however, in relation to the
procurement of management services, the term means the General Counsel.

**SECTION 2. RESOLUTION 2015-01, SECTION 4, relating to authority of
consortium manager and Leon county purchasing director is amended to add the following
underlined text :**

The Manager shall purchase or supervise the purchase of all services for
the Consortium, except that the General Counsel shall purchase or supervise the
purchase of management services. In executing those duties, the Manager or the
General Counsel in instances of management service purchases shall rely upon
Leon County’s Purchasing Director and her technical and strategic procurement
support, including, but not limited to, preparing the solicitation document,
advertising and disseminating a solicitation document, and advising the Manager
or the General Counsel in instances of management services purchases, the
procurement Evaluation Team and the Board in the selection of the most qualified
firm.

**SECTION 3. RESOLUTION 2015-01 is further amended to provide that in each
and every place the term “legal services” appears it shall also reference “management
services.”**

SECTION 4. EFFECTIVE DATE. This resolution shall take effect upon its approval
by the Board.

Duly passed and adopted this _____ day of _____, 2015.

Chairman

Attest: Secretary-Treasurer

Approved as to form:

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

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 4.11(b)
Recommend Approval of RFP for Management Services and
Appointment of Evaluation Team

Executive Summary:

Discuss and recommend approval the attached RFP for Management Services and the composition of the Evaluation Team.

Background:

On October 19, 2012, the Consortium hired the Florida Association of Counties to provide Interim Management Services to the Consortium. The original contract contained a one-year term. That term was then extended in September 2013 until “the effective date of the Consortium’s hiring, engaging or retaining a permanent Manager, unless an earlier expiration date is mutually agreed to in writing.”

In anticipation of planning grant funds, the Consortium needs to begin the process of hiring a permanent Manager and complete the process for hiring a permanent General Counsel.

As a part of the development process for the Planning SEP and the planning grant application; the review of the Restoration Council releases; and conversations with Restoration Council staff, a competitive process for the engagement of the General Counsel and Manager is necessary. The Consortium has begun the process for hiring the General Counsel and is on track to receive a recommendation from the Evaluation Team in June and authorize the execution of a contract in August. This agenda item seeks approval of a process for procuring the permanent manager of the Consortium.

The Consortium Interim General Counsel has used the services of Leon County Procurement to assist in the development of the attached for RFP for Management Services; Leon County has provided this assistance under its Interlocal Agreement with the Consortium for procurement services.

Analysis:

Attached is proposed RFP for Management Services. The RFP achieves the following:

- articulates a desired scope of services;
- establishes a schedule for the RFP process (RFP issuance on June 23; responses due on July 23; Evaluation Team report to the Board on August 26, 2015);
- sets forth response and submission requirements;

- articulates evaluation criteria and scoring; and
- creates policies for ethical business practices and excludes firms with certain conflicts of interests from consideration under the RFP.

The Board will need to approve the Composition of the Evaluation Team for this RFP. Staff recommends that it be composed of five members, as follows:

- a representative from the Department of Environmental Protection: Lisa Robertson, Program Manager, Deepwater Horizon Team;
- a county attorney from the eight disproportionately impacted counties: Mark Davis, County Attorney, Walton County;
- a county attorney or assistant county attorney from the remaining fifteen counties: Jewel White, Chief Assistant County Attorney, Pinellas County;
- a county manager from the eight disproportionately impacted counties: Jack Brown, County Administrator, Escambia County; and
- a county manager from the remaining fifteen counties: Len Sossamon, County Administrator, Hernando County.

Fiscal Impact:

Please see note in Agenda Item 4.9(a).

Recommendation:

- (1) Recommend approval of the proposed RFP for Management Services; and,
- (2) Recommend approval of the composition of the RFP Evaluation Team as set forth in this agenda item.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: June 4, 2015

Attachment

RFP for Management Services

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



**REQUEST FOR PROPOSALS
For**

**MANAGEMENT SERVICES
for the
GULF CONSORTIUM**

Proposal Number BC-07-23-15-42

Release Date: June 23, 2015

I. INTRODUCTION

Leon County (County) is issuing this Request for Proposals (RFP) as part of the procurement services it is providing to the Gulf Consortium (Consortium) pursuant to an interlocal agreement between them. The Consortium serves as the ultimate decision making body in the selection process for this RFP. This solicitation is for the procurement of management services for the Gulf Consortium.

A. BACKGROUND

In response to the explosion of and the resulting oil spill from the Deepwater Horizon offshore drilling rig in the Gulf of Mexico on April 20, 2010 (Deepwater Horizon Oil Spill), the United States Congress enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (title 1, subtitle F of Public Law 112-141) as part of the Moving Ahead for Progress in the 21st Century Act. The RESTORE Act was passed by Congress on June 29, 2012 and signed into law on July 6, 2012 by the President.

The RESTORE Act establishes funding from a portion of the administrative and civil penalties under the Federal Water Pollution Control Act from the Deepwater Horizon Oil Spill for the ecological and economic restoration of the Gulf Coast region. The RESTORE Act directs funding for the development and implementation of the State Expenditure Plan in each of the five Gulf Coast States.

The Gulf Consortium is a public entity created in October 2012 by Interlocal Agreement among Florida's 23 Gulf Coast counties, from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida and the United States.

Florida's 23 Gulf Coast Counties formed the Consortium to meet requirements of the RESTORE Act for Florida to develop a State Expenditure Plan. The Consortium Board of Directors consists of one representative from each county government and six members appointed by the Governor. As a public entity, the Consortium must meet all government transparency requirements in Florida, including open public records and meetings, ethics and state auditing obligations.

The Gulf Consortium is working with Florida's Governor, state agencies and other restoration partners to advance common goals, reduce duplication, and maximize benefits to the Gulf Coast region. To this end, the Governor and the Consortium entered into a Memorandum of Understanding (MOU) on June 12, 2013 to further the collective objectives of maximizing efficiencies and revenue opportunities under the RESTORE Act. The Governor's appointees represent diverse interests to provide input and guidance to the Consortium on policies and criteria used to select projects, activities and programs for inclusion in the State Expenditure Plan.

The MOU provides for a coordinated review and input by the Florida Department of Environmental Protection (FDEP) and other state agencies during the development of the State Expenditure Plan (SEP). The MOU requires the Consortium to meet the following requirements at a minimum for the selection of projects, activities and programs for inclusion in the SEP:

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

- State agency involvement, input and review in the development the State Expenditure Plan, pursuant to the MOU.

After development of the SEP by the Consortium, the Governor is responsible for submitting it to the Gulf Coast Ecosystem Restoration Council (Council) for approval.

The RESTORE Act provides criteria for the State Expenditure Plans. Included among those criteria are requirements that the SEP take into consideration the Council's Comprehensive Plan and that the SEP be consistent with the goals and objectives of the Council's Comprehensive Plan.

B. FUNDING CONSTRAINTS

The Consortium is a newly created governmental entity. At this point, the Consortium functions with modest resources provided directly by its 23 member counties. The current resources are not sufficient to fund the Scope of Services sought by this RFP. The Consortium anticipates that it will receive RESTORE Act planning grant funding for developing the State Expenditure Plan from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund). The grant application is in process: the Planning State Expenditure Plan has been prepared and is awaiting submission to the Restoration Council. Once the Planning SEP is approved, the Consortium can submit the planning grant application. That application will include a budget for the Consortium's legal services over a two year horizon. It is not known at the time of this RFP release whether and at what level that budget will be approved by the Restoration Council.

C. PROJECT OVERVIEW

The Consortium has no employees but instead contracts for services. This solicitation is for the procurement of management services for the Gulf Consortium.

D. TERM OF CONTRACT

The initial contract resulting from this RFP will be effective after approval by the Consortium Board of Directors to start on an agreed upon date for a period not to exceed three (3) years. After the initial three (3) year period, at the sole option of the Consortium, the contract may be extended for additional one (1) year periods until the Consortium is dissolved in accordance with the Interlocal Agreement Establishing the Consortium. Such one (1) year extensions will be automatic unless the Consortium provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

E. EXHIBITS AND RESOURCES

The following resources are listed for informational purposes to assist firms in preparing responses. To download copies of the following resources, follow the link provided or go to the Leon County website at www.leoncountyfl.gov/ProcurementConnect.

1. RESTORE ACT
2. Interlocal Agreement Establishing the Gulf Consortium
3. Memorandum of Understanding between the Gulf Consortium and Florida Governor Rick Scott

4. Applicable U.S. Treasury Rules (<http://www.treasury.gov/services/restore-act/Pages/default.aspx>)
5. Applicable Restoration Council Rules and Releases (<https://www.restorethegulf.gov/our-work/spill-impact-component>)
6. The Consortium's Purchasing Policy for Management Services
7. Initial Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy by the Gulf Coast Ecosystem Restoration Council (August 2013)
8. Gulf Consortium's Planning State Expenditure Plan, as submitted to the Restoration Council

II. DEFINITIONS

- A. "Addendum" is a written document used to expand or more fully explain the terms of a bid instrument including an Invitation to Negotiate. An addendum is not a contract "Amendment."
- B. "Board" means the Board of Directors of the Consortium.
- C. "Consortium" means the Gulf Consortium created by the Interlocal Agreement.
- D. "Contractor" means any person having a contract with the Consortium.
- E. "Designee" means a duly authorized representative of a person holding a superior position. In the case of the Manager, the term "Designee" includes, but is not limited to, the Purchasing Director of Leon County.
- F. "Firm" means any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, business or any other private legal entity.
- G. "Intended Decision" means a written notice that states the Firm to whom the Consortium intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision is posted on the Leon County website and on the Public Notice board in the Leon County Purchasing Division.
- H. "Manager" and "Consortium Manager" mean the Manager or Interim Manager of the Consortium, or his designee.
- I. "Plan Holder" or "Registered Plan Holder" means a firm, business, or individual who has either downloaded or requested a copy of the solicitation document from the Purchasing Director or the Leon County purchasing website.
- J. "Purchasing Director" means the Leon County employee duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the purchasing policies of the Board of County Commissioners of Leon County.
- K. "RESTORE Act" means the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 adopted by the United States Congress in Public Law 112-141 and signed by the President.
- L. "State Expenditure Plan" means the Florida Plan required by the RESTORE Act to be developed by the Gulf Consortium and submitted for approval to the Gulf Coast Ecosystem Restoration Council for funding projects, programs and activities that will improve the ecosystems or economy of the Gulf Coast Region, under the Spill Impact Component.

III. GENERAL INSTRUCTIONS

A. Schedule of Events:

Below in Table 1 is the current schedule of the events that will take place as part of this RFP process (**Schedule of Events**). Leon County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/ProcurementConnect>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices> and/or <http://www.leoncountyfl.gov/ProcurementConnect>

| Table 1 - Schedule of Events | |
|---|--|
| Date and Time (all eastern time) | Event |
| June 22, 2015 | Release of the RFP |
| July 10, 2015, - Not later than: 5:00 p.m. Eastern Time | QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the RFP must be received by Leon County |
| July 23, 2015 - Not later than: 2:00 p.m. Eastern Time | OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 |
| August 26, 2015 | Anticipated Date of Consortium Board of Directors consideration of Evaluation Team recommendation |

- B. Information, Communication, and Addenda: Any questions concerning this RFP process, required submittals, evaluation criteria, Schedule of Events, and selection process shall be directed via e-mail to Shelly Kelley (at kelleys@leoncountyfl.gov) AND Don Tobin (at tobind@leoncountyfl.gov). Firms are required to send such requests to both representatives.

Each Respondent shall examine the RFP documents carefully; and, no later than the date and time identified in the Schedule of Events as the Questions/Inquiries Deadline, he or she shall make a written request to Leon County for interpretations or corrections of any ambiguity, inconsistency or error which he or she may discover. Such request shall be directed via e-mail to Shelly Kelley (at kelleys@leoncountyfl.gov) AND Don Tobin (at tobind@leoncountyfl.gov). **Firms are required to send such requests to both representatives.**

All interpretations or corrections will be issued as addenda. Leon County and the Consortium will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or

executed by the Respondent as a result of any discussions with any Leon County employee or Consortium representative prior to the opening of the Proposals. Only those communications which are in writing from the Purchasing Director may be considered as a duly authorized expression on the behalf of the County and Consortium. Also, only communications from a Respondent which are in writing and signed will be recognized by the County and Consortium as duly authorized expressions on behalf of a Respondent.

Also, only communications from Respondents which are in writing and signed will be recognized as duly authorized expressions on behalf of Respondents.

- C. Prohibited Communications: Any form of communication, except as otherwise authorized in this RFP , shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. A County Commissioner or Commissioner's staff, or a county employee authorized to act on behalf of the Commission; a Director, Alternate, or Ex-official Member of the Gulf Consortium Board of Directors, the Consortium Manager or General Counsel or any employee of the Manager or General Counsel; or a member of the Evaluation Team or Negotiation Team.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication restriction shall be in effect commencing as of the release of the RFP and terminate at the time the Consortium awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before the Evaluation Teams, contract negotiations during any public meetings, presentations made to the Consortium, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between the Consortium Manager and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and the Consortium Manager.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Purchasing Division at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. Firm/Vendor Registration: Firms who obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division via ProcurementConnect (www.leoncountyfl.gov/ProcurementConnect) in order to be placed on the

Registered Plan Holders list for the solicitation. Please download the solicitation documents from this website to be registered. This list is used for communications from the County to prospective Firms. Also, Firms should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document. Failure to register as a prospective Firm through the Purchasing Division or online through Procurement Connect may cause a firm's submittal to be rejected as non-responsive.

As a convenience to firms, Leon County has made available via the internet lists of all Registered Plan Holders for each invitation to bid, invitation to negotiate, or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/ProcurementConnect> by simply clicking the plan holder link at the bottom of the respective solicitation page. A listing of the registered firms with their telephone and fax numbers is designed to assist Firms in preparation of their responses.

- F. **Proposal Deadline:** **Proposals must arrive at the Leon County Purchasing Division at the above listed address by no later than the Opening Date (date and time) to be considered.**
- G. **Receipt and Opening of Proposals:** Proposals will be opened publicly, at the location, and at the date and time identified in the Schedule of Events as the Opening Date, and a tabulation sheet of the timely received Proposals shall be made public and will be posted on the Purchasing Division's Website at: <http://leoncountyfl.gov/ProcurementConnect>.

Proposals received by the Purchasing Division prior to Opening Date will be secured unopened until the Opening Date. The purchasing agent, whose duty it is to open the Proposals will decide when the time specified as the Opening Date has arrived and no Proposals received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Proposal not properly addressed and identified on the outside of the envelope(s)/package(s), including the proposal number on the outside of the envelope/package. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

- H. **Timely Delivery:** It is the Respondent's responsibility to assure that their Proposal is delivered at the proper date, time and location. Proposals will not be received, opened, reviewed, or evaluated by the Purchasing Division after the Opening Date.
- I. **Public Record:** Sealed bids, Proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.
- J. **Preparation Costs:** Leon County and the Gulf Consortium are not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- K. **Interviews:** Firms responding to this RFP must be available for interviews by the Evaluation Team, Leon County staff, and/or the Gulf Consortium Board of Directors. Although it is not yet known whether interviews will be held.
- L. **Preparation and Changes:** Proposals must be typed or printed in ink. All corrections made by the Respondent prior to the Opening Date must be initialed and dated by the Respondent. No changes or corrections will be allowed after the Opening Date, or after Proposals are opened.

- M. Reservation of Rights: Leon County and/or the Gulf Consortium reserve the right to reject any and/or all Proposals, in whole or in part, when such rejection is in the best interest of Leon County and/or the Gulf Consortium. Further, the County/Consortium reserves the right to withdraw this solicitation at any time prior to final award of contract.
- N. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. **By submission of a Proposal in response to this document, the Respondent certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.**
- O. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- P. Licenses and Registrations. The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the response. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the response being determined as non-responsive.

- Q. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/ProcurementConnect>. It is the responsibility of the Respondent, prior to submission of any Proposal, to check the above website to verify any addenda issued. The receipt of all addenda must be acknowledged on the Proposal Response Cover Sheet.
- R. Award of RFP, Notice of Intended Decision and Protest: An award will be made as soon as possible to the responsive, responsible Respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The Consortium reserves the right to waive any informality in Proposals and to award a Proposal in whole or in part when either or both conditions are in the best interest of the Gulf Consortium.

1. Notice of the Intended Decision will be posted on the Leon County website at: <http://leoncountyfl.gov/ProcurementConnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, solicitation procedure, or the evaluation of the solicitation. Such notice of intent of solicitation protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.
 2. A Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The Firm shall be responsible for inquiring as to any and all award recommendation and postings.
 3. Should concerns or discrepancies arise during the solicitation process, Firms are encouraged to contact the Purchasing Division prior to the scheduled solicitation opening. Such matters will be addressed and remedied if necessary prior to a solicitation opening or award whenever practically possible. Firms are not to contact departments or divisions regarding the Firm's complaint.
- S. Errors and Omissions: Neither the County and its representatives nor the Consortium and its representatives shall be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful Respondent.
- T. Non-Collusion Affidavit: Any person submitting a Response to this RFP must execute the attached Non-Collusion Affidavit. If it is discovered that collusion exists among the Respondents, the Proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.
- U. Conflict of Interest: A Respondent, any member of the Respondent's firm and any employee of the Respondent's firm who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, **shall be disqualified**.
- V. Unauthorized Aliens: The Contractor must agree that an unauthorized alien shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The Consortium shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Consortium. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- W. Agreement: After the solicitation award, the Consortium will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this solicitation. Every procurement of contractual services shall be evidenced by a written agreement.

The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of the Consortium of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the solicitation specifications.

IV. SCOPE OF SERVICES:

The Consortium is seeking proposals from qualified individuals and firms for the provision of professional management services.

A. Minimum Eligibility Requirements

To be eligible for submission/consideration, Respondents must:

1. Be licensed to conduct business in the State of Florida;
2. Respondent and the professional staff who comprise the Respondent's firm may not represent any member of the Gulf Consortium Board of Directors on any matter related to advocacy as to the member's securing of funding under the Spill Impact Component of the RESTORE Act or related to advocacy as to the selection and placement of projects and programs in the State Expenditure Plan. The Respondent's employee, who is identified in the respondent's Proposal as the Gulf Consortium Board's General Manager ("General Manager"), must have engaged in the active practice of management for no less than five (5) years in the past ten (10) years prior to the date of issuance of the Respondent's Proposal, with no less than two (2) years of experience providing management services to governmental bodies, special districts or similar public entities; and
3. Not be excluded from submitting a Proposal due to a conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Scope of Work

The following information describes the Consortium's expectations of the awarded contractor's responsibilities, as they relate to providing professional management services to the Consortium. It is expected that the selected Respondent will be required to perform all services identified in the Scope of Work on a non-exclusive basis. In addition, it is expected that the selected Respondent will be asked to perform other services that may be duly assigned, authorized and relate to the operation of the Gulf Consortium. The selected Respondent will work in close coordination with members and the Attorney for the Gulf Consortium. The scope of contracted work includes, but is not limited to:

1. Service as the Consortium Manager, as contemplated in the Interlocal Agreement establishing the Consortium, to administer the operations of the Consortium and perform all other administrative duties, as directed by the Board in compliance with all applicable laws and rules;
2. Maintain a Consortium office in Leon County, Florida or at a different location as determined by the Consortium Board of Directors. This requirement will be enforced after the award of a contract. It is not a requirement to have an office space to submit a response to this RFP.
3. Maintain all official records and files pertaining to the Consortium's operation, in compliance with Florida public records law;
4. Schedule and provide all logistics for Board and Executive Committee meetings and any other meetings that may be considered appropriate by the Board;
5. Prepare agenda, resolutions, notices, minutes and other communications that are required or are necessary to carry out the function and purpose of the Consortium.
6. Prepare an annual budget in accordance with the Interlocal Agreement establishing the Gulf Consortium.
7. Provide financial management and accounting services including, but not limited to; monitoring the budget and expenditures, providing invoices to the Consortium members for payment as directed by the Board, and meeting the requirements assigned to the Consortium in the Interlocal Agreements with the Leon County Clerk of the Court regarding fiscal agent services.
8. Provide contract development, procurement, management, and oversight of contracts and interlocal agreements to include, but not be limited to:
 - a. Consultant contract to develop the State Expenditure Plan.
 - b. Legal Services for the Gulf Consortium.
 - c. The Annual Financial Audit and any additional audits that may be required.
 - d. The Interlocal Agreements with Leon County related to procurement and grant administrative services.
 - e. The Interlocal Agreement with the Leon County Clerk of the Court related to fiscal agent services.
 - f. Federal grant agreements.
 - g. All other contracts and interlocal agreements.
9. Regularly communicate with and report to the Board on meetings with the Consortium's Restoration Partners, including staff or members of the Restoration Council, the Governor's Office, the Department of Environmental Protection, and other state and federal agencies, regarding issues of mutual interest.
10. Attend all regular and special meetings of the Executive Committee and Board of Directors of the Gulf Consortium, as well as committee meetings, which are currently held in various locations throughout the state, estimated to be approximately 15 times per year. Many of the Executive Committee meetings are conducted by way of conference call. The Manager/Management team is required to attend all of these meetings.
11. Perform follow-up activities as a result of matters addressed or considered during the Gulf Consortium Executive Committee and Board of Directors meetings at the request of the either the Executive Committee or the Board, as applicable.
12. Participate in the development and revisions of the Consortium's policy, procedures, and governing documents, at the request of the Executive Committee or the Board of the Gulf Consortium.

13. Monitor the status of the Gulf Consortium's activities, and be able to provide contemporaneous advice during Consortium Executive Committee and Board of Directors meetings.
14. Respond to direct inquiries from members of the Gulf Consortium.
15. Participate in contract reviews, negotiations, settlements, changes and protests at the request of the Executive Committee or the Board of the Consortium.
16. Participate with the General Counsel and the consultant engaged to assist in developing the State Expenditure Plan in periodic but regular meetings related to the development of the State Expenditure Plan, including but not limited to the development and implementation of the anticipated Planning Grant Award from the Restoration Council.
17. Provide additional services, and doing all other things necessary to further the goals and duties of the Consortium, as directed by the Gulf Consortium Executive Committee or Board of Directors.

V. REQUIRED SUBMITTALS

One ORIGINAL, five (5) copies and one electronic copy of the Response must be furnished on or before the Opening Date identified in the Schedule of Events. Responses will be retained as property of the County. **The ORIGINAL of the reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding vendor (firm or individual),** all other copies may be photocopies and should be printed double-sided. The contents of the response of the successful Firm will become part of the contractual obligations.

Proposals not received at the following location by the Opening Date will result in the determination that the Proposal is non-responsive, and Proposals found to be non-responsive shall not be considered. The responsibility for submitting the Proposal to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such Proposal by no later than the Opening Date, is solely that of the Respondent. Leon County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

ADDRESS LOCATION:

**Board of County Commissioners
Leon County Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, FL 32308**

The Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable. As part of Leon County's sustainability program, Leon County is trying to reduce the excess packaging, binders, and waste associated with submittals.

The front of each Proposal envelope/container shall contain the following information for proper identification:

1. The name and address of the Respondent,
2. The letters "RFP" and the RFP number,
3. That this is a Proposal,
4. The time/date specified for the Opening Date for Proposals, and
5. The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3").

This RFP will be used as the instrument to solicit Proposals for Management Services to Gulf Consortium. In order to maintain comparability and simplify the review and evaluation process, all Proposals submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the Proposal from consideration.

Be sure to follow and clearly mark each section of your Proposal according to the sections below.

A. Tab A – Firm Information and Transmittal Letter

This is a brief introductory section with a letter detailing the specific services being sought in the proposal. Present in brief, concise terms, a summary level description of the contents of the proposal and your firm and its capabilities. The Respondent must declare that the proposal is in all respects fair and in good faith without collusion or fraud. This section should also include the following:

1. Completed Proposal Response Cover Sheet Form (the Proposal Response Cover Sheet form is attached to this RFP).
2. Table of Contents: The table of contents should include a clear identification of the material included in the Proposal, by section and by page number.
3. Letter of Transmittal:
 - a. Briefly summarize the key points of the Proposal including the Respondent's understanding of the work to be done.
 - b. Incorporate the following information:
 - i. Business address and office location.
 - ii. Name(s) of the persons who will be authorized to make representations for the Respondent, their titles, addresses, e-mail addresses, telephone and fax number.
 - iii. Telephone number, email address and fax number of the primary contact person.
 - iv. Address of the office that is to perform the work.
 - v. Federal Identification Tax Number or Social Security Number.
 - c. The signer of the Letter of Transmittal shall declare that:
 - i. The Respondent's professional employee, who is identified in the Respondent's Proposal as the Gulf Consortium's General Manager ("General Manager") has been engaged in the active practice of providing management services for no less than five (5) years in the past ten (10) years prior to the date of issuance of the Respondent's firm's Proposal, with no less than two (2) years of experience providing management services to governmental bodies, special districts or similar public entities;
 - ii. The General Manager who will be the professional who regularly attends all Management, Executive Committee and Board of Directors Gulf Consortium meetings and will be the primary Manager for the Gulf Consortium;
 - iii. Respondent and the employees who comprise the Respondent's firm do not represent any member of the Gulf Consortium Board of Directors on any matter related to advocacy as to the member's securing of funding under the Spill Impact Component of the RESTORE Act or related to advocacy as to the selection and placement of projects and programs in the State Expenditure Plan at the time the Respondent's Proposal is submitted, and will not engage in any such representation

on behalf of any member of the Gulf Consortium Board of Directors at any time during the term of any contract entered into as a result of this RFP;

- iv. That the information submitted in the Proposal is in all respects fair and in good faith, without collusion or fraud; no principal (which includes officers, directors, or executives) is presently suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation on this transaction by any agency; and that the signer has the authority to bind the Respondent.

B. Tab B – Account Responsibility and **Manager/Management Team’s Experience, Demonstrated Ability and Location**

1. Identify the contact person who will have account responsibility. Provide a statement as to such person’s ability to speak and commit the firm in connection with any action required by the Gulf Consortium.
2. Provide the name and title of the Manager.
3. Provide the permanent business address for the Manager.
4. Provide a resume for the Manager as an appendix.
5. Provide the number of years the Manager has been engaged in the provision of management services. Identify the Manager’s experience representing local governmental bodies, advisory boards, or similar public entities.
6. Provide a straightforward, concise description of the capabilities of the Manager to satisfy the requirements of the RFP.
7. Provide an organizational chart outlining the key staff assigned to this contract.
8. Provide a resume for the key individuals identified on the organizational chart requested above.

C. Tab C – The **Responding Firm’s Experience, Demonstrated Ability and Performance Information**

1. Provide a straightforward, concise description of the capabilities of the Respondent to satisfy the requirements of the RFP.
2. Provide information that clearly reflects the Respondent’s experience in similar governmental contracts and demonstrates the Respondent’s ability to provide the solicited management services. Discuss experience only since 2005 and only for members of the proposed team. Include experience working with Federal grants. For each account or activity being claimed as experience in a similar governmental contract provide a point of contact at the account, the annual value of the account, the duration of the contract and a brief explanation of service provided. (Limit to five pages).
3. Provide information related to the Respondent’s organization and ability to assume new work (Limit to three pages).
 - a. Describe your firm including the organization. Compare the firm today as compared to three years ago.
 - b. Provide a table that reflects a current list of public entity clients. Include a point of contact and phone number for each.

D. Tab D – Responding Firm’s Ability to Provide Support to the Gulf Consortium

1. Provide a written description of the following:

- a. The Proposer's ability to provide management services, including a company background and history;
 - b. Identify how the Respondent will manage, service, and support the Consortium;
 - c. Present a detailed process for the Respondent's services and how those components will benefit the Consortium; and,
 - d. Describe ethical standards that are enforced by the Respondent that will ensure the firm's good faith performance of the services identified herein.
2. Provide a description of the transition from the current interim manager/management team. Include a tentative schedule, if applicable.
 3. Provide a description of any litigation against your management company, its principals, and/or the Manager that you propose to serve the Consortium.
 4. Provide a description of any value added services and a statement on what distinguishes your firm from your competitors.
 5. Provide any additional information that may be germane to the proposal and the evaluation of the individual/firm's experience. (Limit to 3 pages)
- E. Tab E – Firm's Fees and Expenses: In the format shown below, state the monthly fee for the Management Services that the Gulf Consortium will be charged for the provision of the services identified in the section above entitled "Scope of Services" for year one, and for two one-year optional extensions as follows.

The Monthly rate shall include all services provided by the awarded firm, including costs and expenses, such as copying, long distance phone, travel, and general overhead.

The Monthly rate shall not include costs such as room rental, audio/visual rental, and deposits for meetings. These costs will be reimbursed at actual cost stated on vendor invoices.

| Contract Term | Monthly Rate |
|----------------------|---------------------|
| Year One | \$ |
| Year Two | \$ |
| Year Three | \$ |

F. Tab F – Forms, Licenses, Registrations

Complete and provide the required forms, listed below. Provide a copy of all required licenses and registrations. The following forms are attached to, and by reference a part of, this RFP:

1. Proposal Response Cover Sheet
2. Equal Opportunity/Affirmative Action Statement
3. Insurance Certification Form
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
5. Affidavit Certification Immigration Laws
6. Non-Collusion Affidavit
7. Drug-Free Workplace Form

VI. SELECTION PROCESS

- A. Evaluation Committee: The Consortium Board of Directors shall appoint an Evaluation Committee composed of a minimum of three and a maximum of five members who will review and evaluate all timely received Proposals not otherwise found to be non-responsive.
- B. Evaluation Committee Meetings: Meetings of Evaluation Committee subsequent to the opening of the solicitation shall be subject to state law regarding public meeting requirements, including, but not limited to, those regarding a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. However, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Leon County Purchasing Division website at: www.leoncountyfl.gov/ProcurementConnect and in the Leon County Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- C. Steps in the Evaluation Process. The Evaluation Committee will proceed with its selection process as follows:

Step 1 Interested firms must submit their response to this solicitation to Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 at the time and date specified in the Calendar of Events.

Step 2 The Evaluation Committee will evaluate the replies received timely with the intention of ranking Proposals based upon the Rating System. The Evaluation Committee will evaluate each Proposal against the Evaluation Criteria, assigning points that will not exceed the maximum points allowed for each Evaluation Criteria. The total points given each Proposal will be totaled, and a ranking will be determined. The best qualified Respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Evaluation Criteria. The highest ranked Respondent will be the Respondent with the greatest number of rating points.

Step 3 Presentations and Interviews (Optional) – The Evaluation Committee may invite a short-listing of the best qualified Respondents (Short-Listed Respondents) for formal presentations and interviews with the Evaluation Committee. NOTE: If this option is selected, a posting of the selected shortlist will be posted as stated herein.

Step 4 Final Ranking

- a. The final ranking for those Respondents that do not participate in Step Three – Presentations and Interviews – will be the rankings assigned as part of Step Two – Initial Ranking. If the Evaluation Committee does not pursue Step Three, then the Step Two rankings will be the final rankings for all Respondents.

- b. The following process will also be followed if the Evaluation Committee pursues Step Three, and conducts formal presentations and interviews with the Short-Listed Respondents:

- i. After conducting formal presentations and interviews with the Short-Listed Respondents, the Evaluation Committee shall utilize the Ordinal Process Rating System to rank the Short-Listed Respondents that participated in Step Three, and shall list those Short-Listed Respondents interviewed by the Evaluation Committee in order of preference.
 - ii. The Short-Listed Respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list.
 - iii. The most qualified Short-Listed Respondent that was interviewed by the Evaluation Committee shall be listed as number 1, the second most qualified Short-Listed Respondent that was interviewed by the Evaluation Committee shall be listed as number 2, and so forth.
- c. The list of the best-qualified Respondents shall be forwarded to the Consortium Board of Directors for approval prior to beginning contract negotiations.

Step 5 Negotiation (if needed) - The Consortium General Counsel will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the Consortium determines is fair, competitive, and reasonable for said services. Should the Consortium be unable to negotiate a satisfactory contract with the first ranked firm, considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The Consortium may then undertake negotiations with the second most qualified firm (second ranked firm). Failing accord with the second most qualified firm, negotiations with the second ranked firm shall be formally terminated. The Consortium's representative may then undertake negotiations with the third most qualified firm (third ranked firm). Failing accord with the third most qualified firm, negotiations with the third ranked firm shall be formally terminated. Should the Consortium be unable to negotiate a satisfactory contract with any of the selected firms, the Consortium may select additional firms to continue negotiations.

The General Counsel's recommendation of an acceptable negotiated contract will be presented to the Gulf Consortium Board of Directors for approval and execution.

- D. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations ("Rating System"):

| Rating System | |
|---|------------------------|
| Evaluation Criteria | Maximum Rating Points* |
| 1. Manager/Management Team Experience and Demonstrated Ability | 25 |
| 2. Firm's Past Experience, Demonstrated Ability and Performance | 20 |
| 3. Firm's Ability to Provide Support to the Gulf Consortium | 15 |
| 4. Sufficiency of the Proposal | 10 |
| 5. Firm's Fee | 30 |
| Maximum Points Allowed | 100 |

| Rating System | |
|---|------------------------|
| Evaluation Criteria | Maximum Rating Points* |
| *Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria | |

Definitions of the Evaluation Criteria are as follows:

1. Manager/Management Team's Experience and Demonstrated Ability: Shall consider Manager/Management Team's past experience in providing the same or similar type of service identified in this RFP for the Gulf Consortium; demonstrated ability to effectively and accurately communicate and work with the client; and the capacity to perform the tasks required in a timely and complete manner.
2. Firm's Past Experience, Demonstrated Ability and Performance: Shall consider past experience of the firm in providing the same or similar type of services requested herein; the ability, capacity, and skill of the firm to perform the requested services on a timely basis; responses of the client references; and continuing direction and vision of the firm.
3. Firm's Ability to Provide Support to the Gulf Consortium: Shall consider the firm's business integrity and reliability that will assure the firm's good faith performance of the services identified herein.
4. Sufficiency of the Proposal: Shall consider demonstration of the firm's understanding of the Gulf Consortium's objectives, and the needs as stated herein; the firm's approach to servicing the Gulf Consortium and the methods they will use to carry out their responsibilities; and compliance with the proposal preparation instructions and adequacy of information presented.
5. Firm's Fee: This criterion considers the firm's proposed average monthly rate for the Management Services, over a three-year period (the average of the rates for Year One, Year Two, and Year Three). The firm with the lowest Monthly rate will receive 30 points. Firms with greater Monthly rates will receive fewer points, on a pro-rata basis, using the formula below:

$$\frac{L}{P} \times 30$$

Where:

L = Lowest Monthly Not-to-Exceed Amount among all proposers

P = Proposer's Monthly Not-to-Exceed Amount

An example of how the Monthly Not-to-Exceed Amount Points will be awarded follows:

| Firms | Proposed Monthly Rate | Fee Points |
|--------|-----------------------|------------|
| Firm 1 | \$3500 | 19.29 |
| Firm 2 | \$2250 | 30.00 |
| Firm 3 | \$2825 | 23.90 |

E. Ordinal Scoring.

Each response will be reviewed by the Evaluation Team. Each of the evaluators will work independently using the evaluation criteria above. Each Team member will use the total point scores to rank the responses (i.e. highest point total = 1, 2nd highest = 2). The Purchasing Director or the Evaluation Committee Chair will calculate an average rank for each response, combining all rankings of the reviewers, and present them to the Evaluation Team.

For example:

| <u>Firm</u> | <u>Raw Points Received</u> | <u>Rank</u> |
|-------------|----------------------------|-------------|
| Company A | 200 | 2 |
| Company B | 210 | 1 |
| Company C | 180 | 3.5* |
| Company D | 175 | 5 |
| Company E | 180 | 3.5* |

*In the event that multiple firms have the same raw point score point, the rank positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied at 180 raw points, so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each of the tied firms receives a rank of 3.5.

VII. CONTRACT PROVISIONS:

- A. Cancellation: The contract may be terminated by the Gulf Consortium without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Gulf Consortium may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The Gulf Consortium may retain/withhold payment for nonperformance if deemed appropriate to do so by the Consortium.
- B. Audits, Records, and Records Retention: The Contractor shall agree:
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Consortium under this contract.
 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of the Consortium, the contractor will cooperate with the Consortium to facilitate the duplication and transfer of any said records or documents during the required retention.
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Consortium.

5. Persons duly authorized by the Consortium and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- C. Monitoring: To permit persons duly authorized by the Consortium to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and interview any clients and employees of the Contractor to assure the Consortium of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the Consortium will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of the contract. The Contractor will correct all noted deficiencies identified by the Consortium within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Consortium, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Consortium; and (3) the termination of this contract for cause.

- D. Indemnification: The Contractor shall indemnify, defend and hold harmless the Consortium, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees.

The Consortium may, at its sole option, defend itself or require the successful Contractor to provide the defense. The successful contractor will agree to acknowledge that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the Consortium.

- E. Equal Opportunity/Affirmative Action Requirements: The Contractor and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the Contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

- F. Insurance: Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance - Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
 - b. Automobile Liability: \$1,000,000.00 Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car)**.
 - c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**
 - d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of \$1,000,000.00 Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
2. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the Consortium, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Consortium, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
3. Other Insurance Provisions - The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages **(Consortium is to be named as Additional Insured)**.
 - i. The Consortium, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the Consortium, its officers, officials, employees or volunteers.
 - ii. The Contractor's insurance coverage shall be primary insurance as respects the Consortium, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Consortium, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Consortium, its officers, officials, employees or volunteers.
 - iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Companies issuing the insurance policy, or policies, shall have no recourse against the Consortium for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
- b. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage - Contractor shall furnish the Consortium with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Consortium before work commences. The Consortium reserves the right to require complete, certified copies of all required insurance policies at any time.
6. Subcontractors - Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ETHICAL BUSINESS PRACTICES:

- A. Gratuities. It shall be unethical for any person to offer, give or agree to give any Gulf Consortium Board member or Consortium employee or agent, or for any Gulf Consortium Board member or Consortium employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Consortium reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Consortium may deny award or cancel the contract if it determines that unethical business practices were involved.

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DRAFT

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your Proposal prepared in response to the subject Request for Proposals (RFP).

The Gulf Consortium, reserves the right to accept or reject any and/or all Proposals in the best interest of the Consortium.

Shelly Kelley, Leon County Purchasing Director

Sarah Bleakley, Interim General Counsel
Gulf Consortium

This solicitation response is submitted in response to the subject RFP by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

E-MAIL ADDRESS

TELEPHONE

FAX

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:
Indicate Best Financial Classification:

Professional Liability: Indicate Best Rating:
Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

RFP Title: Request for Proposals for Management Services for the Gulf Consortium

Proposal Number: BC-07-23-15-42

Opening Date: Thursday, July 23, 2015 at 2:00 p.m. Eastern Time

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____

in response to the Notice for Calling for Proposal for:

Management Services for the Gulf Consortium and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA

COUNTY OF _____

_____ PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

**Gulf Consortium Executive Committee
June 11, 2015**

**Agenda Item 4.12
Adoption of Resolution 2015-03 Relating to
Clean Water Act Fine Parity**

Executive Summary:

Consider recommending to Board adoption of the attached Resolution 2015-03, relating to Clean Water Act Fine Parity with Exxon Valdez.

Background:

A county commissioner, Judge Jeff Branick, from Jefferson County in Texas, an active member of the National Association of Counties Gulf Coast States Counties and Parishes Caucus has been urging counties along the Gulf of Mexico to adopt the resolution attached hereto. The Resolution urges the Department of Justice to seek Clean Water Act fines at a level that is on par with the Consent Decree in the Exxon Valdez matter.

Escambia County adopted this Resolution on June 2, 2015.

The Resolution would be shared with the U.S. Attorney General, Florida's two U.S. Senators, and those House Members with districts abutting the Gulf Coast.

Fiscal Impact:

None.

Recommendation:

- (1) Recommend the Board adopt Resolution 2015-03, as attached; or
- (2) Provide other direction to staff.

Attachments:

Proposed Resolution 2015-03.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: June 3, 2015

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

RESOLUTION NO. 2015-03

A RESOLUTION OF THE GULF CONSORTIUM, URGING THE U.S. DEPARTMENT OF JUSTICE TO SEEK EXXON VALDEZ ENVIRONMENTAL FINE PARITY FOR 2010 DEEPWATER HORIZON OIL SPILL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, news media reports, elected officials, citizens and opinion leaders have noted similarity between the 1989 *Exxon Valdez* and the 2010 *Deepwater Horizon* oil spills as being uniquely large scale, damaging events to humans and wildlife; and,

WHEREAS, federal court rulings in both the *Exxon Valdez* oil spill and the *Deepwater Horizon* oil spill found the companies responsible to have operated recklessly or with gross negligence; and therefore, criminally and civilly liable for violating federal environmental laws including the Clean Water Act and the Natural Resource Damage Act; and

WHEREAS, Exxon Corporation reached an out-of-court consent decree settlement in 1991 with the U.S. Department of Justice under President George H.W. Bush and the State of Alaska totaling \$1,125,000,000 for all environmental fines for a spill agreed to be 261,905 barrels in size; and

WHEREAS, Federal Judge Carl Barbier has ruled that the amount of unrecoverable oil spilled in the *Deepwater Horizon* disaster was 3,190,000 barrels, an amount which is 12.18 times larger than the 261,905 barrel *Exxon Valdez* oil spill; and

WHEREAS, if the \$1,125,000,000 in total *Exxon Valdez* criminal and civil environmental fines were multiplied by 12.18, which is the amount of Judge Barbier has ruled, the *Deepwater Horizon* oil spill is greater than the *Exxon Valdez* oil spill; and,

WHEREAS, an inflation adjustment of 75.9% from 1989 to 2010 would mean that *Exxon Valdez* parity for all *Deepwater Horizon* environmental fines at \$13,702,500,000 in 1989 dollars would total \$24,102,697,500 in 2010 dollars; and,

WHEREAS, out-of-court consent decree settlements are common in federal oil spill cases; and,

WHEREAS, the *Exxon Valdez* parity resolution is intended to address the federal environmental fines only, and does not address the individual, business or governmental claims or any clean-up costs resulting from the *Deepwater Horizon* incident.

NOW, THEREFORE, BE IT RESOLVED BY THE GULF CONSORTIUM AS FOLLOWS:

SECTION 1. That the above states recitals are true and correct and incorporated herein by reference.

SECTION 2. That the U.S. Department of Justice should seek environmental fines for Deepwater Horizon at no less than parity with the Exxon Valdez consent decree which equates to \$24,102,687,500 when the \$1,125,000,000 Exxon Valdez environmental fines consent decree total is adjusted for the larger size of the Deepwater Horizon oil spill (12.18 times larger) and adjusted for inflation from 1989 to 2010 (75.9%).

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Gulf Consortium.

SECTION 4. The Interim Manager shall furnish a copy of this Resolution to U.S. Attorney General Loretta E. Lynch, Senator Bill Nelson, Senator Marco Rubio, Congressman Jeff Miller (District 1), Congresswoman Gwen Graham (District 2), Congressman Ted Yoho (District 3), Congressman Rich Nugent (District 11), Congressman Gus Bilirakis (District 12), Congressman David Jolly (District 13), Congresswoman Kathy Castor (District 14), Congressman Vern Buchanan (District 16), Congressman Tom Rooney (District 17), Congressman Curt Clawson (District 19), Congressman Mario Diaz-Balart (District 25) and Congressman Carlos Curbelo (District 26).

ADOPTED this 19th day of June, 2015.

GULF CONSORTIUM

Grover Robinson, Chairman

ATTEST:

Secretary-Treasurer

APPROVED AS TO FORM:

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

Gulf Consortium Executive Committee
June 11, 2015

Agenda Item 5.1
Update Gulf Consortium Bank Account Signature Cards

Statement of Issue or Executive Summary:

Update Gulf Consortium bank account signature cards.

Background:

FAC maintains bank accounts for its affiliates, including Gulf Consortium. The Executive Director of the Florida Association of Counties, Inc. is the primary signer on all accounts. The Executive Director, Christopher L. Holley, is retiring. Accordingly, signature cards and resolutions will need to be updated to add R. Scott Shalley, FAC's new Executive Director, and remove Christopher L. Holley.

The complete list of updated signers on accounts includes:

- R. Scott Shalley (UPDATE)
- Virginia S. Delegal (currently a signer)
- Letreze Gooding (currently a signer)

Fiscal Impact:

None.

Options:

- (1) Authorize FAC staff to complete all tasks necessary to update accounts to reflect the following signers: R. Scott Shalley, Virginia S. Delegal and Letreze Gooding; or
- (2) Provide other direction to staff.

Attachment:

None.

Recommendation:

Entertain a motion approving Option 1.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.