

Memorandum of Understanding Between the State of Florida & Gulf Consortium

This Memorandum of Understanding ("MOU") is entered into between the Governor of the State of Florida ("Governor") and the Gulf Consortium ("Consortium"), which is established pursuant to the Interlocal Agreement Relating to Establishment of the Gulf Consortium ("Interlocal Agreement"). The purpose of this MOU is to work together in the spirit of cooperation for the benefit of the Gulf of Mexico and the State of Florida. This MOU establishes the process of coordinating with the Governor's office on projects in a Oil Spill Restoration Impact Allocation plan ("State Expenditure Plan") for Florida, which will then be certified, if appropriate, by the Governor to the Gulf Coast Ecosystem Restoration Council ("Council") for its approval. Collectively, the Governor and the Consortium will be referred to as the "Parties."

Recitals

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

WHEREAS, the RESTORE Act, establishes a mechanism for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged by the Deepwater Horizon Oil Spill.

WHEREAS, the RESTORE Act establishes the Council, an independent entity consisting of certain federal officials, the Governor of Florida, and the governors of the other Gulf Coast States of Alabama, Mississippi, Louisiana, and Texas.

WHEREAS, the RESTORE Act charges the Council with developing a comprehensive plan for ecosystem restoration in the Gulf Coast region ("Council Comprehensive Plan") that identifies 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 Gulf Coast Restoration Trust Fund ("Trust Fund").

WHEREAS, for Florida, the RESTORE Act, under 33 U.S.C. §1321(t)(3) (2012), requires a consortia of local political subdivisions to develop a State Expenditure Plan, for which the RESTORE Act provides for Trust Fund expenditures that would 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.

WHEREAS, the Consortium is a public entity created on October 19, 2012, pursuant to section 163.01, Florida Statutes, by the Interlocal Agreement among the 23 Florida Gulf Coast affected counties, as defined in the RESTORE Act, and as specifically named in the Interlocal Agreement.

WHEREAS, a State Expenditure Plan must take into consideration the Council Comprehensive Plan and be consistent with the goals and objectives of the Council Comprehensive Plan.

WHEREAS, the RESTORE Act directs that, in the State of Florida, a consortia of local political subdivisions, in this instance the Consortium, develop the State Expenditure Plan.

WHEREAS, the RESTORE ACT requires that the State of Florida submit a State Expenditure Plan to the Council to approve.

WHEREAS, the Florida Governor will certify, if appropriate, that a State Expenditure Plan satisfies all applicable requirements of the RESTORE Act, and that, when joined by the affirmative vote of the Federal Chairperson of the Council ("Council Chair"), shall be considered to satisfy the requirements for the Council's affirmative vote for approval.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances and desires of the Parties as expressed herein, the Parties hereby mutually agree as follows:

Section 1. General.

- A. The Recitals set forth above are hereby incorporated by reference into this MOU and made a part hereof.
- B. Capitalized words and terms used in this MOU shall have the meaning provided herein.
- C. Words used in the singular shall include the plural forms as well.

Section 2. Governor Appointees to the Consortium. The Governor shall appoint six individuals (the "Appointees") to provide input and guidance to the Consortium on policies and criteria used to determine projects, activities, and programs for consideration for inclusion in a State Expenditure Plan. The Appointees shall not be Directors, as defined in the Interlocal Agreement, but shall be accorded full participation in Consortium affairs, although the Appointees may not vote or otherwise take actions which are authorized to a Director.

Section 3. Accountability and Transparency. The Consortium, at the direction of its Directors and with guidance from the Appointees, shall implement its activities with full

transparency and adhere to all legal requirements including, but not limited to, those relating to open meetings, public records, contracting, audits, and accountability.

Section 4. Consortium Project Submittal and Consideration Process.

- A. The Consortium, in consultation with the Florida Department of Environmental Protection (“FDEP”), shall develop a standardized format for submittal of projects, activities, and programs to the Consortium for consideration for inclusion in a State Expenditure Plan. With exceptions for the different types of projects, activities, and programs that may be eligible for funding under a State Expenditure Plan, the Consortium’s standardized format shall be consistent with the project submittal format designated as the Florida Gulf of Mexico Project Submittal Form, published by the FDEP and available on its website.
- B. The Consortium shall utilize the following process for selecting projects, activities, and programs for inclusion in any tentative plan to be submitted to FDEP, as described in Section 5 of this MOU, for evaluation and comment. The Consortium's selection process shall include, at a minimum:
 - 1. A review for consistency with the applicable laws and rules;
 - 2. Prioritization based on criteria established by the Consortium;
 - 3. Consideration of public comments; and
 - 4. Approval by an affirmative vote of at least a majority of the Directors present at a duly noticed public meeting of the Consortium.

Once approved for inclusion in a tentative plan, the Consortium shall forward the project, activity, or program to FDEP to coordinate review and comment, as provided herein.

Section 5. FDEP Coordinated Review. FDEP and other appropriate state agencies will review and provide input during the development of a State Expenditure Plan. FDEP will coordinate the review and comment of a State Expenditure Plan with the other agencies, who may include, but are not limited to, the Florida Fish and Wildlife Conservation Commission, the Department of Economic Opportunity, the Department of Transportation, the Department of Agriculture and Consumer Services, and a Water Management District with regulatory jurisdiction over a project, activity, or program. Prior to final adoption by the Consortium, FDEP and other appropriate state agencies shall review and comment on drafts of a State Expenditure Plan.

Section 6. Consortium Plan Adoption. After review and comment by FDEP and other appropriate state agencies, the Consortium shall adopt a State Expenditure Plan for submittal by the Governor to the Council. The adoption process shall include:

- A. Opportunity for public comment; and
- B. Adoption of a State Expenditure Plan by a majority of the Directors at a duly noticed public meeting of the Consortium Directors called for that purpose.

Section 7. Submittal of Consortium Plan to the Council. After the Consortium has adopted an appropriate State Expenditure Plan and 90 days prior to the State Expenditure Plan being submitted to the Council, the Consortium shall send the State Expenditure Plan to the Governor for review. Within 30 days, the Governor shall submit comments, if any, back to the Consortium. The Consortium shall have 30 days from the date of receipt of the Governor's comments to revise the State Expenditure Plan in accordance with the Governor's comments. The Consortium shall then transmit the State Expenditure Plan back to the Governor for submittal to the Council for approval.

Section 8. Consultation and Cooperation. The Parties shall coordinate with one another to advance their common goals, eliminate duplication, and maximize consistency among their efforts regarding implementation of the RESTORE Act. The Parties agree to focus on maximizing Florida's attainment of expenditures from the Trust Fund from all sections of the RESTORE Act in order to restore the Gulf Coast resources and energize the economic recovery in the region for the best interest of Florida citizens and communities.

Section 9. Revision of Memorandum of Understanding. This MOU is conditioned upon the implementing rules currently being developed by the United States Department of the Treasury, pursuant to the RESTORE Act. Accordingly, the Parties acknowledge that this MOU may need to be revised to address any inconsistencies herein with such rules. Any revision of this MOU shall be in writing and shall be executed by each of the Parties.

Section 10. Termination. The Governor or the Consortium shall have the right to terminate this MOU, after consultation with each other and with 30 days written notice.

Section 11. Authority. The Governor and the Consortium represent that they have the authority to execute this MOU.

Section 12. Effective Date. This MOU shall take effect on the later date it is executed by the Governor or the Consortium.

Section 13. Term of MOU. This MOU will expire once all the money allocated to the State of Florida under 33 U.S.C. §1321(t)(3) (2012) has been accounted for in a Council approved State Expenditure Plan and all the money has been distributed to implement a Council approved State Expenditure Plan.

Section 14. Execution in Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**Signature Page to Memorandum of Understanding Between the State of Florida
& Gulf Consortium**

STATE OF FLORIDA

Dated:

6/12/13



Rick Scott,
Governor

Attest:

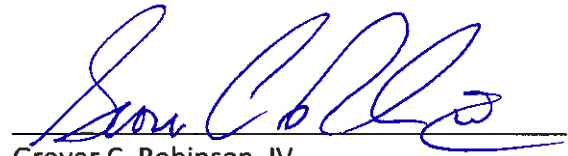


Secretary of State

**Signature Page to Memorandum of Understanding Between the State of Florida
& Gulf Consortium**

GULF CONSORTIUM

Dated: 4/5/13



Grover C. Robinson, IV
Chairman

Attest:



Warren Yeager,
Secretary-Treasurer