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AGENDA

THE GULF CONSORTIUM Executive Committee Meeting

December 22, 2020, 3:00 p.m. Eastern

GoToMeeting
Dial-in Number: 1-669-224-3217
Participant Passcode: 865-760-109 #

Committee Members

Chair - Commissioner Chris Constance (Charlotte), Vice-chair - Commissioner John Meeks (Levy),
Secretary/Treasurer - Commissioner Jack Mariano (Pasco), Commissioner Scott Carnahan (Citrus), Mr.
David Edwards (Wakulla)

Alternate Committee Members:

Commissioner Robert Bender (Escambia)

Staff

Lynn Hoshihara, Evan Rosenthal (Nabors, Giblin & Nickerson, P.A.)

Item 1. Call to Order.

Chairman Commissioner Christopher Constance will call the meeting to order.

Item 2. Roll Call.

Lynn Hoshihara will call the roll.

Item 3. Additions or Deletions.

Any additions or deletions to the committee meeting agenda will be announced.

RECOMMEND: Approval of a final agenda.

Item 4 Public Comments.

The public is invited to provide comments on issues that are on today's agenda. *(See backup pages 5-6)*

Item 5. Renewal of Manager Contract

Lynn Hoshihara will present the renewal of the manager contract for discussion

RECOMMEND: Approval to bring renewal of the contract to the full Board

(Please see back up pages 7-15)

Item 6. Public Comments

The public is invited to provide comments on relevant issues. *(Please see back up 16-17)*

Item 7. Executive Committee Member Comments



www.gulfconsortium.org

Members of the Gulf Consortium Executive Committee are invited to provide comments on relevant issues (*Please see back up 18-19*)

Item 8. Upcoming Gulf Consortium Board Meeting

January 28, 2020

3:00 p.m.

Meeting to be held virtually

Item 9. Adjourn

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

The Gulf Consortium announces a public meeting of its Executive Committee via communications media technology to which all persons are invited to participate.

DATE AND TIME: December 22, 2020 at 3:00 pm (ET)

PLACE: This meeting will be conducted exclusively via teleconference. Interested persons may participate by telephone via the following:

Dial in Number +1 (669) 224-3217

Participant Passcode: 865-760-109

Interested persons who wish to participate may also contact Valerie Seidel at 407-629-2185 ext 104 or vseidel@balmoralgroup.us at least three (3) days in advance of the meeting to arrange for access to be provided to the teleconference at the following location:

The Balmoral Group, 165 Lincoln Avenue, Winter Park, FL 32789

Please note that in light of the current situation surrounding the COVID-19 virus and to limit public gatherings in accordance with Federal and State directives, interested persons who wish to participate are encouraged to do so remotely via telephone, utilizing the contact information described above.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will meet to discuss the renewal of the consortium management contract. A copy of the agenda may be obtained at www.gulfconsortium.org or by contacting: General Manager at 407-629-2185 or Gulf.Consortium@balmoralgroup.us.

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 the General Manager at 407-629-2185 or Gulf.Consortium@balmoralgroup.us. 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 Executive Committee with respect to any matter considered at this meeting, he/she may 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, please contact the General Manager at 407-629-2185 or Gulf.Consortium@balmoralgroup.us.

Gulf Consortium Executive Committee Meeting
December 22, 2020, 3:00 p.m., Eastern
The Balmoral Group Office - Conference Call



<u>County</u>	<u>Executive Committee Member</u>	<u>Present</u>
Charlotte	Commissioner Chris Constance	
Levy	Commissioner John Meeks	
Pasco	Commissioner Jack Mariano	
Citrus	Commissioner Scott Carnahan	
Wakulla	David Edwards	
Escambia	Commissioner Robert Bender, Alternate	

AGENDA ITEM 4

**Gulf Consortium Executive Committee Meeting
December 22, 2020**

**Agenda Item 4
Public Comments**

Statement of Issue:

The public is invited to provide comments on issues that are on today's agenda

Attachments:

None

Prepared by:

Amanda Jorjorian
The Balmoral Group
General Manager
On: December 15, 2020

AGENDA ITEM 5

**Gulf Consortium Executive Committee
December 22, 2020**

**Agenda Item 5
Agreement for Management Services**

Executive Summary:

This item requests an extension to The Balmoral Group's agreement to provide management services to The Gulf Consortium.

Background:

In April 2017, following a competitive procurement process in compliance with 2 CRF Part 200, the Consortium and Balmoral entered into an Agreement for Management Services ("Agreement"). The Agreement provided for a two-year term with two optional one-year extensions. After expiration of the initial term, in 2019 and 2020 the Consortium elected to exercise its option to extend the Agreement. The Agreement is currently set to expire on April 30, 2021 with no further extensions permitted under the existing contract.

The Consortium initially anticipated conducting a competitive procurement process for General Management Services. However, at the July 31, 2020 Executive Committee meeting, the Executive Committee expressed a desire to negotiate a contract extension with Balmoral rather than soliciting competitive proposals. The Executive Committee directed us to reach out to RESTORE Council to see if this was permissible.

After discussing the matter with RESTORE Council staff and their General Counsel, all agreed that 2 CFR 200.320(f)(3) permits RESTORE Council to authorize noncompetitive proposals in response to a written request from the Consortium.

Options:

Option #1, Approve Amendment Four to extend Balmoral's Agreement for Management Services.

Option #2, Other Executive Committee Direction.

Recommendation:

Option #1

Attachments

Fourth Amendment to The Balmoral Group's Contract for Management Services

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**FOURTH AMENDMENT TO THE AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE GULF CONSORTIUM AND THE BALMORAL GROUP, LLC.**

This Fourth Amendment to the Agreement for Management Services is entered into by and between the **Gulf Consortium**, a legal entity and public body organized and created pursuant to an interlocal agreement among the 23 county governments along Florida's Gulf Coast (the "Consortium"), and **The Balmoral Group, LLC**, whose business address is 165 Lincoln Avenue, Winter Park, Florida 32789 (the "Contractor"), which parties may hereinafter collectively be referred to as the "Parties."

WHEREAS, upon following a competitive procurement process, the Consortium and the Contractor entered into an Agreement for Management Services, dated April 6, 2017, as subsequently amended (the "Agreement"); and

WHEREAS, to maintain continuity of the management services, the Consortium sought authorization from the RESTORE Council (the "Council"), pursuant to 2 CFR 200.320(c)(4), to extend the Agreement directly without soliciting competitive proposals; and

WHEREAS, the Council approved the Consortium's request pursuant to the Council's discretionary authority under the Uniform Guidance provision allowing the Federal awarding agency to expressly authorize non-competitive proposals; and

WHEREAS, the parties wish to amend the Agreement based on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. Section 1 of the Agreement is hereby amended as follows:

SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the Consortium management services in accordance with:

- A. The Request for Proposal for Management Services for the Gulf Consortium #BC-01-10-17-16 ("RFP"), which was attached to the Agreement as Exhibit A, to the extent that the RFP is not inconsistent with this Amendment; and
- B. The Contractor's submissions to the RFP, which was attached to the Agreement as Exhibit B, to the extent that the submission is not inconsistent with this Amendment or with Exhibit A; and
- C. ~~The Stand-Up State Expenditure Plan (SSEP) Grant Application/Agreement; and~~

✪ C. Subsequent Florida State Expenditure Plan (SEP) project implementation grant applications/agreements approved by RESTORE Council.

2. Section 3 of the Agreement is hereby amended as follows:

TERM OF AGREEMENT

~~Following the initial two year term of this Agreement ending on April 30, 2019, this Agreement shall be extended for a one year term commencing May 1, 2019 and shall continue until April 30, 2020. Thereafter, at the sole option of the Consortium, the Agreement may be extended for one additional one year term. Such one year extension will be automatic unless the Consortium provides written notice of non-renewal to the Contractor on or before March 31, 2020.~~

The term of this Agreement shall be for three years commencing on May 1, 2020. Following the three-year term ending on April 30, 2023, this Agreement shall automatically renew for additional one-year terms unless earlier terminated by either party in accordance with Section 15 of this Agreement.

3. Section 4 of the Agreement is hereby amended as follows:

COMPENSATION

(A) The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be compensated by the Gulf Consortium in a manner that maximizes the use of federal funds to pay for such services. ~~If this Agreement is extended beyond the initial two year period, Contractor's compensation for General Administrative Services (i.e., non-grant eligible services) for subsequent years shall be charged at an hourly rate of ONE HUNDRED SEVENTY FIVE DOLLARS (\$170,175) not to exceed SEVEN THOUSAND SIX HUNDRED FORTY TWO DOLLARS (\$7,642) per month ONE HUNDRED THOUSAND DOLLARS (\$100,000) per year.~~ The compensation shall include all General Administrative Services to be provided, including expenses such as copying, long distance phone, travel, and general overhead.

(B) Separate from the amount due under Section 4(A), it is recognized that certain management services may be eligible for grant reimbursement ("Grant Eligible Services"). In the event Federal funds or other funds become available to pay for such Grant Eligible Services, Contractor shall be paid a fee of ONE HUNDRED SEVENTY FIVE DOLLARS (\$170,175) per hour for providing such services. However, the Consortium shall not be obligated to pay Contractor in excess of ~~TWO HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS (\$299,880)~~ THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) per fiscal year from grant funds, with the exception of any amounts that may be paid to Contractor from grant funds pursuant to previously approved ~~SSEP Adaptive Planning and Compliance Project costs addressed in the SEP, which shall not exceed SIXTY THOUSAND DOLLARS (\$60,000) per fiscal year paragraph (C) of this Section.~~

reason do not qualify for grant reimbursement under paragraph (B) or (C) of this Section shall be considered General Administrative services payable as set forth in Section (4)(A).

1. Grant-eligible costs incurred to prepare, submit, manage and close out grants will be included as contractual services within grant application submittals to RESTORE Council. For each grant submittal, Consortium approval of pre-award costs will be obtained prior to incurring expense.
2. Annually on the anniversary of execution, the Parties shall review the volume of grant applications and awards processed by the Contractor under this Agreement. Following each such review, if the Parties agree, (1) the maximum caps may be increased as deemed appropriate and (2) the hourly rate may be increased as deemed appropriate. The Consortium hereby delegates authority to the Executive Committee to review and approve any change to the maximum caps that are within 20% of the prior year's cap.

~~(C) The Consortium previously approved SSEP costs in the amount of TWO HUNDRED TWENTY ONE THOUSAND AND THIRTY EIGHT DOLLARS (\$221,038) for Contractor and the Consortium's General Counsel to begin work on preparing the SSEP Grant Application and implementing SSEP activities. This amount was included in the Consortium's FY 18-19 operating budget and the SSEP itself, and some or all of such SSEP costs may constitute Grant Eligible Services, as defined above. As individual line items within the approved operating budget vary from the original estimates provided within the SSEP, notification has been provided to the RESTORE Council. However, remaining SSEP activity shall be completed within the approved budget and the total amount of approved SSEP costs remains unchanged. For Grant Eligible Services provided by Contractor under this paragraph, the Consortium shall not be obligated to pay Contractor in excess of ONE HUNDRED SIXTY NINE THOUSAND AND TWO HUNDRED TWENTY SIX DOLLARS (\$169,226) from grant funds. Contractor shall be paid a fee of ONE HUNDRED SEVENTY DOLLARS (\$170) per hour for services provided in accordance with this paragraph.~~

4. Section 5 of the Agreement is hereby deleted in its entirety.

~~In accordance with part VII of Chapter 218, Florida Statutes, the Consortium shall make such payments within forty five (45) days of submission and approval of invoice for services.~~

5. Section 6 of the Agreement is hereby amended as follows:

6. STATUTORY PROMPT PAYMENT INFORMATION REQUIREMENTS NOTICES AND INVOICES

- A. Notices to the Consortium are to be submitted to:

Name: Lynn M. Hoshihara, Esq.
Street Address: 1500 Mahan Drive, Suite 200
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-224-4070
E-mail: lhoshihara@ngnlaw.com

B. Notices to the Contractor are to be submitted to:

Name: Valerie Seidel
Street Address: 165 Lincoln Avenue
City, State, Zip Code: Winter Park, FL 32789
Telephone: 407-629-2185
E-mail: vseidel@balmoralgroup.us

C. Invoice: The Contractor shall submit requests for payment to the Consortium in the following form:

A numbered invoice document with date of invoice; reference of the Consortium contract number; itemized listing of all goods and services being billed with unit prices and extended pricing; Contractor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed and delivered to the contact identified above.

D. Payment Dispute Resolution: Resolution 2015-01 of the Consortium establishes the Gulf Consortium Purchasing Policy for Management Services. The Resolution ~~and part VII of chapter 218, Florida Statutes,~~ establishes the policy and procedures for payment disputes that apply to this Agreement.

6. Section 13 of the Agreement is hereby amended as follows:

The Contractor agrees:

- a. 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 Agreement.
- b. To the extent the Contractor is performing services on behalf of the Consortium, the Contractor must:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the Consortium in order to perform the service;
 - ii. Provide the public with access to public records on the same terms and conditions that the Consortium would provide the records and Upon request from the Consortium, provide the Consortium with a copy of the requested records or allow the records to be inspected or copied within a reasonable

- time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Consortium;
 - iv. ~~Meet all requirements for retaining public records and transfer~~ Upon completion of the contract, transfer, at no cost, to the Consortium all public records in possession of the Contractor or keep and maintain public records required by the Consortium. upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor transfers all public records to the Consortium upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Consortium in a format that is compatible with the Consortium's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT GENERAL COUNSEL AT 1500 MAHAN DRIVE, SUITE 200, TALLAHASSEE, FL 32308, PHONE: (850) 224-4070 lhoshihara@ngnlaw.com.

- ~~e. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, 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 Agreement.~~
- ~~d. Upon completion or termination of the Agreement and at the request of the Consortium, the Contractor shall cooperate with the Consortium to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in this Section.~~
- e. 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.

AGENDA ITEM 6

**Gulf Consortium Executive Committee Meeting
December 22, 2020**

**Agenda Item 6
Public Comments**

Statement of Issue:

The public is invited to provide comments on issues that are on today's agenda

Attachments:

None

Prepared by:

Amanda Jorjorian
The Balmoral Group
General Manager
On: December 15, 2020

AGENDA ITEM 7

**Gulf Consortium Executive Committee Meeting
December 22, 2020**

**Agenda Item 7
Board Member Comments**

Statement of Issue:

Members of the Executive Committee are invited to provide comments on relevant issues.

Attachments:

None

Prepared by:

Amanda Jorjorian
The Balmoral Group
General Manager
On: December 15, 2020