Gulf Consortium Agenda
November 13, 2013 9:00 a.m.-11:00 am (EST)
Hilton Daytona Beach
100 North Atlantic Avenue
Daytona Beach, Florida, 32118

1. Call to Order
2. Pledge
3. Public Comment
4. Consent Agenda
   a) Minutes Approval
   b) Updated List of Directors/Alternates
   c) Financial Report
   d) Notice of Meeting as published in the Florida Administrative Register
5. Staff Update
6. Call for Elections
7. Scope of Services
8. New Business
9. Public Comment
10. Future Meetings
    a. January 24, 2014, 1-4:00 pm EST, Tallahassee, Florida Department of Environmental Protection (w/conf call)
    b. March 26, 2014 9am-2pm OR March 27, 2014 1pm-4pm Tallahassee City Commission
11. Adjourn
Gulf Consortium Meeting
October 25, 2013 11:00-12:30 p.m. (EDT)
Florida Department of Environmental Protection, Carr Building
Leon County (Tallahassee, FL)

Directors / Alternates in Attendance: Commissioner Mike Thomas (Bay), Commissioner Christopher Constance (Charlotte), Administrator Mike Cassidy (Dixie), Commissioner Grover Robinson (Escambia), Commissioner Cheryl Sanders (Franklin), Commissioner Warren Yeager (Gulf), Commissioner Wayne Dukes (Hernando), Mr. Brandon Wagner (Non-voting) (Hillsborough), Administrator Parrish Barwick (Jefferson), Andrea Frasier (Non-voting) (Lee), Commissioner Ryan Bell (Levy), Commissioner Ryan Bell (Levy –by phone), Natural Resources Director Charlie Hunsicker (Manatee), Administrator Roman Gastesi (Non-Voting) (Monroe), Lisa Tennyson (Non-voting) (Monroe), Commissioner Dave Parisot (Okaloosa), Commissioner Jack Mariano (Pasco), Commissioner Susan Latvala (Pinellas), Commissioner Lane Lynchard (Santa Rosa), Natural Resources Manager Laird Wreford (Sarasota), County Administrator Jack Brown (Taylor), Commissioner Ralph Thomas (Wakulla), Commissioner Sara Comander (Walton)

Agenda Item #1 – Call to Order
Commissioner Grover Robinson called the meeting to order at 11:03 am (EDT). A motion to add Agenda Item #5 – Discussion of Engagement of a Federal Consultant on RESTORE Act Issues from the Committee of Eight meeting on October 25, 2013 was presented by Commissioner Mike Thomas (Bay) and seconded by Commissioner Warren Yeager (Gulf)

ACTION: PASSED

Agenda Item #3 – Public Comment
There was no public comment.

Agenda Item #4 – Consent Agenda
Mr. Doug Darling, Interim Director, presented the consent agenda containing minutes from the August September 18, 2013 Gulf Consortium Board of Directors’ (Board) Meeting in Pinellas County, an updated list of Directors/Alternates and the Notice of Meeting as published in the Florida Administrative Register. There were two scriveners errors corrected in the minutes from September 13, 2013. The amended minutes include Commissioner Nora Patterson (Sarasota) present at the meeting and Agenda Item #12 motion was made by Commissioner Christopher Constance (Charlotte) A motion to approve the consent agenda including the corrected minutes was presented by Commissioner Christopher Constance (Charlotte) and seconded by Commissioner Jack Mariano (Pasco).

ACTION: PASSED
Agenda Item #5 – Proposed Treasury Rules
Ms. Sarah Bleakley, Interim General Counsel, provided the Board with an overview of the federal rulemaking process. She then reviewed the draft letter to the US Department of Treasury that incorporated the comments received from Board members and discussion ensued. There were several motions made during the review of the draft letter.

1. A motion to add to the letter the allowance of pot 3 monies being used to reimburse pot 1 was presented by Administrator Jack Brown (Taylor) and seconded by Administrator Parrish Barwick (Jefferson)
   ACTION: PASSED

2. A motion to repeat for the Direct Component 23 Counties and the Spill Impact Component for Gulf Consortium the Rule provisions authorizing powers to the Council regarding the Comprehensive Plan Component provided in Section 34.202 was presented by Commissioner Parisot (Okaloosa) and seconded by Commissioner Constance (Charlotte).
   ACTION: FAILED

3. A motion to present recommendations in the strike-through and underline format in the Advanced Payment & Grant Phasing of the rule prohibiting the requirements from being so onerous was presented by Natural Resources Manager Laird Wreford (Sarasota) and seconded by Commissioner Christopher Constance (Charlotte)
   ACTION: PASSED

4. A motion to allow the Gulf Consortium General Counsel to make necessary grammatical, technical and conforming changes to the Treasury correspondence as she sees fit and to adopt the letter as amended was presented by Administrator Jack Brown (Taylor) and seconded by Commissioner Warren Yeager (Gulf)
   ACTION: PASSED

Added Agenda Item: Discussion of Engagement of a Federal Consultant on RESTORE Act Issues from the Committee of Eight meeting on October 25, 2013
Mr. Terrell Arline, Bay County Attorney, briefed the Board on the Bay County Attorney’s concerns regarding the federal rulemaking process and their desire to ensure the rules are not too bureaucratic, especially as they relate to the National Environmental Policy Act. He provided the Board with background information on the proposals Bay County received from two consulting firms. Discussion ensued. The Board did not take action on this item.

Agenda Item #6 – Public Comment
The Board heard public comment from:
   1. William Teehan, Ocean Conservancy, regarding the treasury rule-specifically NEPA.
Agenda Item #7 – Adjournment
There being no other new business the Committee adjourned at 1:33 pm (EDT).
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<tr>
<th>County</th>
<th>Director and Alternate</th>
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<tr>
<td>Bay</td>
<td>Comm Mike Thomas, Director; Comm George Gainer, Alternate</td>
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<td>Charlotte</td>
<td>Comm Christopher Constanse, Director; Comm Tricia Duffy, Alternate</td>
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<td>Citrus</td>
<td>Comm Rebecca Bays, Director; Ken Cheek, Water Resources Director</td>
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<td>Comm Tom Henning, Director; Comm Donna Fiala, Alternate; Director Bill Lorenz, 2nd Alternate</td>
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<td>Tim Alexander, Director of Emergency Management; Administrator Mike Cassidy, Alternate</td>
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<td>Escambia</td>
<td>Comm Grover Robinson, Director; Comm Gene Valentino, Alternate</td>
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<td>Franklin</td>
<td>Comm Cheryl Sanders, Director; County Administrator Alan Pierce, Alternate</td>
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<td>Gulf</td>
<td>Comm Warren Yeager, Director; Tan Smiley, Alternate; County Administrator Donald Butler 2nd Alternate</td>
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<td>Comm Wayne Dukes, Director; Comm David Russell, Alternate; Administrator Len Sossamon, 2nd Alternate</td>
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<td>Comm Les Miller, Director; Comm Ken Hagan, Alternate</td>
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<td>Jefferson</td>
<td>Comm Betsy Barfield, Director; County Coordinator Parrish Barwick, Alternate</td>
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<td>Comm Carol Whitmore, Director; Charlie Hunsicker, Natural Resources Dept., Alternate</td>
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<td>Monroe</td>
<td>Mayor George Neugent, Director; Comm David Rice, Alternate</td>
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<td>Okaloosa</td>
<td>Comm Dave Parisot, Director; Comm Kelly Windes, Alternate</td>
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<td>Sarasota</td>
<td>Comm Nora Patterson, Director; Laird Wreford, Natural Resources Manager, Alternate; Comm Christine Robinson 2nd Alternate</td>
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<td>Taylor</td>
<td>Comm Jim Moody, Director; Jack Brown, County Administrator, Alternate</td>
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<td>Wakulla</td>
<td>David Edwards, County Administrator, Director; Comm Ralph Thomas, Alternate</td>
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<td>Walton</td>
<td>Comm Sara Comander, Director; Comm Cindy Meadows, Alternate</td>
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Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS
Gulf Consortium
The Gulf Consortium announces a public meeting to which all persons are invited.
DATE AND TIME: November 13, 2013, 9:00 a.m. – 11:00 a.m., EDT
PLACE: Room Coquina AB (North Tower), Hilton Daytona Beach, 100 North Atlantic Avenue, Daytona Beach, Florida
GENERAL SUBJECT MATTER TO BE CONSIDERED: Scope of services for engaging a consultant to provide assistance to the Gulf Consortium in developing a State Expenditure Plan and other matters.
A copy of the agenda may be obtained by contacting: Doug Darling at (850)922-4300 or ddarling@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: Doug Darling at (850)922-4300 or ddarling@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: Doug Darling at (850)922-4300 or ddarling@fl-counties.com or see www.FACRestore.com.
Gulf Consortium Committee of Eight Disproportionately 
Affected Counties Meeting 
October 25, 2013 10:00-11:00 a.m. (EDT) 
Florida Department of Environmental Protection, Carr Building 
Leon County (Tallahassee, FL)

Directors / Alternates in Attendance: 
Commissioner Thomas (Bay), Commissioner Robinson (Escambia), Commissioner Sanders (Franklin), 
Commissioner Yeager (Gulf), Commissioner Parisot (Okaloosa-by phone), Commissioner Lynchard 
(Santa Rosa-by phone), Administrator Edwards (Wakulla), Commissioner Comander (Walton).

Agenda Item #1 – Call to Order
Mr. Doug Darling, Interim Manager, Gulf Consortium, called the meeting to order at 10:02 am (EDT) 
and took attendance. All Eight Disproportionately Affected Counties were represented.

Agenda Item # 4 – Public Comment
There was no public comment.

Agenda Item #5 – Discussion of Engagement of a Federal Consultant on RESTORE Act Issues
Commissioner Mike Thomas (Bay) briefed the Committee on the Bay County Attorney’s concerns 
regarding the federal rulemaking process and their desire to ensure the rules minimize federal 
bureaucracy, especially regarding the National Environmental Protection Act. Bay County Attorney 
Terrell Arline presented the Committee with background information on the proposals Bay County 
received from two consulting firms. Commissioner Thomas requested the Committee consider 
engaging a federal consultant with a legal and environmental background to assist the Consortium 
during the rulemaking process. Discussion ensued. Commissioner Thomas requested the Committee 
allow the Gulf Consortium Board of Directors to continue the discussion at their meeting immediately 
following the Committee meeting.

Agenda Item # 6 – Public Comment
The Committee heard public comment from: 
1. Terrell Arline, Bay County Attorney, regarding Agenda Item #5. 
2. Toni Riordan, RESTORE LLC, regarding Treasury Rules. 
3. Gloria Horning, Center of Independent Living, regarding ADA compliance of potential projects.

Agenda Item #7 – Adjournment
There being no other new business the Committee adjourned at 10:37 am (EDT).
Executive Summary: This agenda item is intended to provide formal notice that qualifying for the election of offices for 2014 remains open until January 3, 2014. The election will be held at the first meeting in 2014, scheduled for January 24th, in Tallahassee. The three elected offices includes a Chairman, Vice-Chairman and Secretary-Treasurer. The following is a summary of the election process as adopted by the Board in 2012:

- Self-nomination for one or more of the offices sought,
- Notification to the Interim Manager by January 3, 2014,
- Written approval by the respective Board of County Commissioners of the Director's candidacy,
- Re-election of an incumbent officer allowed,
- Election by written ballot, with a majority vote required of the Directors present and voting, and
- Newly elected officers take office immediately and serve until the election of new officers in 2015.

After the election of the officers, the three elected officers are required to select two additional Directors to serve as “at large,” voting members of the Executive Committee. In 2013, the newly elected Chairman called a special conference call meeting of the three elected officers to select the two at large members of the Executive Committee.

Background: The Interlocal Agreement establishes the following elected officers: Chairman, Vice-Chairman and Secretary-Treasurer. These officers must be Directors and shall each serve a one year term, unless reelected. The duties of the Chairman include signing documents, calling meetings of the Board and taking such other actions and having such other powers as provided by the Board. Sec. 3.04, 3.05, 3.07. The Vice-Chairman is authorized to act in the absence or otherwise inability of the Chairman to act. Sec. 3.05. The Secretary-Treasurer is responsible for the minutes of the meetings and shall have other powers approved by the Board. Sec 3.05. The Interlocal Agreement also provides that the Chairman, Vice-Chairman and Secretary-Treasurer shall select two other Directors who, together with the elected officers, shall constitute an Executive Committee.

Pursuant to the procedure adopted by the Board in November 2012, the Board is required to annually elect three officers from among the Directors at the first meeting of the year. The Board's adopted election procedure is printed below.
**Analysis:** This agenda item does not require Board action. It provides formal notice to the Directors and the public of the election process and that qualification for election to the Executive Committee remains open until January 3, 2014, the closing date as established by the Interim Manager pursuant to the election procedure.

**Options:**

**Fiscal Impact:** None.

**Recommendation:** N/A.

**Prepared by:** Sarah M. Bleakley, Esq., Nabors, Giblin & Nickerson, P.A., Interim General Counsel.

**Date Prepared:** November 6, 2013
Gulf Consortium Process for Election of the Chairman, Vice Chairman and Secretary-Treasurer

Adopted by the Board of Directors in November 2012.

Commencing with the elections in 2014 and applicable annually thereafter, the following election process is approved:

- **Date of Election.** Election of officers shall be held annually at the Board’s first meeting of the calendar year (the “Election Meeting”).

- **Term of Office.** An officer shall take office immediately upon election. The term of office shall end upon the election of the officer at the following year’s Election Meeting of the Board.

- **Self Nomination and Notification; Timelines.**-- Any Director wishing to run for an elected office shall formally declare his/her candidacy by the Qualifying Date which is either December 15 of the year before the term begins, or such other date, as set by the Manager, that is not less than 20 days prior to the Election Meeting. The Manager shall provide notice to each Director of the Qualifying Date at least 45 days before the Election Meeting. The Director’s declaration of candidacy must be in writing, stating the office or offices sought, and be received by the Manager on or before the Qualifying Date. The Director shall send the declaration of candidacy to the Manager by either (a) express delivery, return receipt requested, or (b) via electronic mail (email). The Manager shall acknowledge receipt of emails declaring candidacy within 24 hours of receipt. However, it shall be the responsibility of the Director declaring his or her candidacy to assure that the email has been received by the Manager on or before the qualifying date.

- **Board of County Commissioners Approval.**-- On or before the Election Meeting, a Director who is a candidate for office shall cause to be delivered a letter or resolution to the Manager from that Director’s board of county commissioners stating its support for that Director’s candidacy for an officer of the Gulf Consortium.

- **Order of Election and Written Ballot.**-- At the Election Meeting of the Board of Directors, the Manager shall conduct the election of the offices for the Chairman, Vice-Chairman and Secretary-Treasurer in that order. Qualified candidates shall be given an opportunity to address the Directors for three minutes each. After the candidates’ presentation for the respective office, the Interim Manager shall issue a written ballot for each Director to vote his or her preference for that office.
• **Majority Vote Requirements.**—A majority vote of the Directors present shall be required for the election of the officer. Voting shall continue until a majority vote of the Directors present is achieved for a candidate for the office. In case of a tie, the Interim Manager shall call for another vote for those tied until the office is filled by a majority vote of the Directors present.
Executive Summary: At the Consortium meeting held September 18, the Draft Scope of Services Agenda Item was deferred. However, comments had been received and discussion provided additional guidance to staff. The attached Scope of Services incorporates comments and guidance.

Background: As a requirement of the RESTORE Act, state and local laws, a competitive solicitation will be required to select consultant(s) that the Consortium may engage. This Scope of Services is simplified from the previous version at the request of the Directors. Included is a document entitled “Phases for Plan Development.” This is intended to provide a strategic overview of how the State Expenditure Plan will be developed and estimated timelines. The purpose for hiring a consultant is to prepare the Draft State Expenditure Plan with recommendations. This draft, with recommendations, will be thoroughly vetted with the public, the State and the Consortium.

Analysis: The Scope of Services was reduced to three mandatory services: (1) Plan to Develop a Plan (Plan to Plan); (2) Contractor Performance and; (3) Plan Approval and Submission. Deleted were Grant Management and Program Implementation. It was determined that there was not enough information at this time to evaluate those two services.

Fiscal Impact: Unknown.

Recommendation:

(1) Approve Scope of Services and direct Consortium staff to complete solicitation document in conjunction with Leon County.
(2) Provide other guidance.

Prepared by: Doug Darling, Interim Manager

Moved ____________________; Seconded__________________.

Action: Approved____; Approved as amended______; Defeated_______.
Phases for Plan Development

Phase 1: Solicitation Document (Nov 2013)

Phase 2: RFP/ITN Issuance (Jan 2014)

Phase 3: Submission of Plan to Plan (2014): responses prepared by consultants using the Scope of Services. This Plan to Plan will be the basis for selection of consultant.

Phase 4: Selection of Consultant (2014): selection of consultant, through a competitive process, that presents the best plan for plan development. A contract between the Gulf Consortium and selected consultant will be signed during this phase.

Phase 5: Consultant Performance (9-12 months): the period of time which plan development takes place including all public meetings. The outcome of this phase is a Draft State Expenditure Plan with recommendations presented to the Gulf Consortium.

Phase 6: Plan Approval & Submission (2015): formal public process of approval of State Expenditure Plan by Gulf Consortium and State of Florida. Outcome of this phase is submission of approved plan to the Gulf Coast Ecosystem Restoration Council (Council).

Phase 1 – Nov 2013

Activities:

- Preparation of Scopes of Services
- Approval of Scope of Services by Consortium
- Development of solicitation document with Leon County

Unknowns:

- Final U.S. Treasury Rules
- Council Regulations and Guidance
  - Procurement Process Risks
- Governor Appointees
Phase 2 – Jan 2014

Activities:

- Final approval of Scope of Services
- Final approval of RFP/ITN
- Approval of Procurement Policies and Procedures
  - Ability to withdraw RFP/ITN
- Establish scoring system
- Submit Procurement Policies to Council

Unknowns:

- Final U.S. Treasury Rules
- Council Regulations and Guidance
- Governor Appointees

Phase 3 - 2014

Activities:

- Consultants preparing responses to RFP/ITN
- Bidders Conferences
- Formal question and answer process
- Receipt of responses by consultants (Plan to Plan)

Unknowns:

- Final U.S. Treasury Rules
- Council Regulations and Guidance
- Governor Appointees

Phase 4 - 2014

Activities:

- Appoint selection committee
- Formal evaluation process by selection committee
- Recommendation(s) made to Gulf Consortium
- Contract Negotiations
- Contract execution
Unknowns:

- Final U.S. Treasury Rules
- Council Regulations and Guidance
- Governor Appointees
- Funding Options
- Contract signatories

**Phase 5 – (9-12 months)**

Activities:

- Public Meetings across Gulf Coast Region
- Monthly Gulf Consortium Meetings to monitor Plan Development
- Weekly updates to Executive Committee
- Daily meetings/phone conversations between consultant and Manager

Unknowns:

- Final U.S. Treasury Rules
- Council Regulations and Guidance
- Governor Appointees

**Phase 6 - 2015**

Activities:

- Public Meetings where Gulf Consortium approves State Expenditure Plan
- Formal approval of State Expenditure Plan by State of Florida
- Submission to Council

Unknowns:

- Final U.S. Treasury Rules
- Council Regulations and Guidance
- Governor Appointees
November 5, 2013

Via Federal eRulemaking Portal:  www.regulations.gov

Department of the Treasury  
Attention:  Ms. Janet Vail  
Room 2050  
1500 Pennsylvania Avenue, NW  
Washington, D.C.  20220

Re:  Comments on RESTORE Act Proposed Rule by Department of the Treasury.  Docket ID:  
TREAS-DO-2013-0005-0001; RIN: 1505-AC44;  

Dear Ms. Vail:

On behalf of the Gulf Consortium, we appreciate the opportunity to provide formal comments on the U.S. Department of the Treasury's ("Treasury") proposed rule ("Rule") implementing the RESTORE Act ("Act"). The Deep Water Horizon oil spill significantly impacted all of Florida's Gulf Coast communities, both in terms of environmental and economic damages. The Act and the Rule presents an unprecedented opportunity to provide direct relief for these impacts to Gulf Coast communities.

The Consortium believes that it is critical for RESTORE Act funds to be distributed as quickly as possible, but it is equally important to ensure that this Rule strikes a balance between adhering to the Act, and the letter of the law, while streamlining the process of accessing funds, implementing projects and quickly moving forward environmental and economic projects. This Rule will be the roadmap to implement large scale, multi-year programs. Given the duration and magnitude of the program, it is imperative to establish a workable framework for implementation.

This correspondence is intended to provide formal comments on the Rule, explain Florida's unique status under the Act, discuss the effects of the Rule on the Consortium and the 23 Florida counties, and suggest Rule revisions that could reduce some of the
unnecessary financial burden for the Act's implementation. The following is a summary of the Consortium’s comments.

- **Access to funds, advance payments and reimbursement for work already completed.** The Rule must recognize that recipients of funds face organizational, staffing and fiscal challenges at all levels. To avoid delay, the Rule should explicitly outline the process for accessing and expending funds. A process for grant applications, advance payment and reimbursement must be clearly stated in the Rule.

- **The planning and project implementation process.** The Rule must recognize the complexity of planning and implementing projects of the magnitude contemplated by the Act. The Rule should clearly light the paths from planning and public input, to grant application and procurement, funds distribution and ultimately to reporting and compliance procedures so that Florida Gulf Coast counties and the Gulf Consortium can readily discern and follow the intent and meaning of the Rule. These issues should not be addressed in a later, forthcoming policy or rule. They should be addressed now so that planning and implementation can be launched quickly.

- **Environmental compliance.** The Rule must clearly articulate the various environmental requirements for planning and project implementation. In particular, the Rule should provide guidance on compliance with the National Environmental Policy Act (“NEPA”) for program, plan and project implementation through the use of categorical exclusions, environmental assessments and environmental impact statements.

**The RESTORE Act in Florida**

Implementation of the Act in Florida is unique in two key areas. First, under the Direct Component, of the total amounts made available from the Trust Fund, 35 percent of the Clean Water Act civil penalties shall be available to the Gulf Coast States in equal shares, and will flow directly to 23 individual Gulf Coast counties in Florida rather than through the State legislature or the Governor. This allows Florida's communities at the local level to determine the investments needed for environmental and economic recovery. The second unique feature of the Act in Florida is the development of the State Expenditure Plan through a consortium of local political subdivisions.

**Direct Component**

Unlike the other states, the Act divides the entirety of the Florida share of the Direct Component into two portions:
• 25 percent of Florida’s share directed to 15 Nondisproportionately Affected Counties under a formula based on distance to the Deepwater Horizon event, population and sales tax collections.

• 75 percent of Florida’s share directed to Eight Disproportionately Affected Counties along Florida’s panhandle (Wakulla, Franklin, Gulf, Santa Rosa, Bay, Okaloosa, Walton and Escambia) with no formula specified.

The Act requires public input as Florida’s 23 Gulf Coast counties develop their Multi-Year Implementation Plans under the Direct Component. Most of the counties have already convened local advisory committees to evaluate and recommend projects for funding under the Direct Component to the respective Boards of County Commissioners to fulfill the public input requirement.

**The Gulf Consortium**

The second unique feature of the Act in Florida is the Gulf Consortium. To implement the requirements of the Act, Florida’s 23 Gulf Coast counties came together to officially form the Gulf Consortium and facilitate the development of a coordinated State Expenditure Plan that would enhance Florida’s recovery through the prudent investment of the Spill Impact Component. Of the total amount available from the Trust Fund, 30 percent shall be disbursed pursuant to a formula provided in the Act to the Gulf Coast States upon the approval of the State Expenditure Plan. This part of the Act gave Florida a distinct opportunity to create a partnership between local governments and the State to develop the State Expenditure Plan.

Formed through Inter-local Agreement under Chapter 163, Florida Statutes, the Gulf Consortium is a public entity that operates fully under Florida’s extensive sunshine laws.\(^1\) It adheres to Florida’s public records and public meeting requirements and recognizes the importance of public participation by ensuring that all meetings are publicly noticed and there is ample time for citizens to address the Consortium and provide input and feedback for full consideration. Like a state agency, the Consortium will provide reports to the Florida Auditor General and Florida’s Chief Financial Officer. This State oversight is in addition to the Treasury Rule for federal reporting and auditing requirements.

Pursuant to the Act, the Gulf Consortium is comprised of one county official from each of the 23 Gulf Coast counties. This guarantees each county, from Escambia in the panhandle to the Florida Keys, a role and a voice in the State’s recovery efforts. The formal collaboration of 23 separate government entities -- more than 115 elected officials representing 6 million people -- recognizes that Florida and the Gulf Coast

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\(^1\) A copy of the Interlocal Agreement Relating to Establishment of the Gulf Consortium (Sept. 19, 2012) is included with the Consortium’s electronic submittal of its comments.
should not just survive this tragedy, but maximize resources and apply lessons learned to best benefit Florida’s environment and economy.

The Gulf Consortium is also 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 Consortium and the State entered into a Memorandum of Understanding on June 12, 2013 to further our collective objectives of maximizing efficiencies and revenue opportunities under the Act.² This Memorandum provides the Governor with six ex-officio, non-voting appointees to the Consortium representing diverse interests to provide input and guidance to the Consortium on policies and criteria used to determine projects, activities and programs for inclusion in the State Expenditure Plan.

Our collaboration with the State of Florida also provides for a Technical Working Group comprised of appropriate State agencies to review and provide input on projects considered for the State Expenditure Plan during its development. The Consortium, in conjunction with the Technical Working Group, will develop criteria for the submission and selection of projects. At a minimum, the selection of projects will include:

- 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.

Involvement of Florida’s Governor in the development and approval of the State Expenditure Plan is consistent with the Act and underscores the commitment by the State, its local governments and its citizens to work together, not as separate silos, but as partners for the full benefit of the entire coastline.

Comments on the Rule

The Gulf Consortium was formed pursuant to the Act to promote a recovery effort that is economically efficient and minimally bureaucratic. To fulfill the mandates of the Act, the Consortium has been funded from voluntary contributions of its 23 member counties to date. Still struggling to recover from the Great Recession, each of the 23

² A copy of the Memorandum of Understanding between Governor Rick Scott and the Gulf Consortium is included in the Consortium’s electronic submittal of its Rules comments.
counties has cut back services and staffs as property values have fallen and county tax revenues have dwindled. Notably, seven of the 23 counties are fiscally constrained, so their county commissions struggle to provide a basic level of government services.\(^3\)

All of the 23 counties individually and collectively through the Gulf Consortium are hoping the final Rule will include only the bare minimum of federal procedural requirements necessary to maintain the integrity of the program and comply with the law.\(^4\) Florida's counties desire to spend the lion's share of Florida's Direct and Spill Impact Components on actually restoring the economy and our ecosystems consistent with the Act.

Where applicable, the Consortium's comments on the Rule offers specific suggestions for modifications that could alleviate additional costs. Comments suggesting additions to the Rule are presented by underlined text and deletions by struck through text.

**Regulatory Flexibility Act and Seven Fiscally Constrained Counties**

The Regulatory Flexibility Act ("RFA") (5 U.S.C. 601 et seq.) generally requires agencies to prepare a regulatory flexibility analysis of any rule unless the agency certifies that the rule will not have a significant economic impact on a substantial number of small entities. In the Rule, Treasury has certified that the Rule does not have a significant economic impact on a substantial number of small entities, and thus no initial regulatory flexibility analysis was included. Nonetheless, Treasury has invited comments on the Rule's impact on small entities.

Seven county members of the Gulf Consortium qualify as "small entities" under the RFA.\(^5\) Dixie County, Franklin County, Gulf County, Jefferson County, Levy County, Taylor County and Wakulla County each have populations under 50,000.\(^6\) Three of the small counties are Disproportionately Affected Counties as defined in the Act: Franklin, Gulf and Wakulla. The other four are Nondisproportionately Impacted Counties as defined in the Act. The State of Florida has also recognized these seven counties as "Fiscally Constrained Counties."\(^7\) At its heart, a Florida designation of Fiscally

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\(^3\) Each county that is entirely within a rural area of critical economic concern as designated by the Governor pursuant to s. 288.0656 or each county for which the value of a mill will raise no more than $5 million in revenue, based on the taxable value certified pursuant to s. 1011.62(4)(a)1.a., from the previous July 1, shall be considered a fiscally constrained county. Sec. 287.67(1), Fla. Stat.

\(^4\) The Consortium is authorized to act as a resource to its member counties on all Act issues, including the development of federal rules implementing the Act. See Interlocal Agreement, Sec. 2.02(A).

\(^5\) The RFA defines "small governmental jurisdiction" as the government of a city, county, town township, village, school district, or special district with a population of less than 50,000. 5 U.S.C. 601(5).

\(^6\) See the State's official population estimates for the seven fiscally constrained counties which is included in the Consortium's electronic submittal of its Rules comments.

\(^7\) Id. and see, sec. 218.67(1), Florida Statutes. Florida's Constitution limits a county's ad valorem tax levies to 10 mills. See, Art. VII, sec. 9, Fla. Const.
Constrained County means that the county has extremely limited resources to meet the fundamental requirements of a safe society.

The purpose of the RFA is to ensure that, in developing rules, agencies identify and consider ways of tailoring regulations to the size of the regulated entities. A federal agency should make a reasonable, good-faith effort, prior to issuance of a final rule, to inform the public about potential adverse effects of its proposals and about less harmful alternatives. As promulgated, compliance with the Rule will require the expenditure of a significant amount of funds in relation to the budgets of these Fiscally Constrained Counties. As the seven Fiscally Constrained Counties are small entities under the RFA, the Rule should follow the RFA’s process in preparing the proper analysis to provide them with alternatives to expensive, onerous compliance requirements.

**Recognition of the Gulf Consortium as the Entity Required to Prepare the State Expenditure Plan**

The Gulf Consortium was formed to fulfill the requirements in the Act to serve as "a consortium of local political subdivisions that includes at a minimum 1 representative of each affected county . . ." to develop Florida's State Expenditure Plan. The Rule should expressly recognize all of the entities required to develop the State Expenditure Plan and that the Gulf Consortium is required to prepare the Plan in Florida. Adding recognition of the Gulf Consortium will help clarify the Rule and the requirement to develop the State Expenditure Plan. To accomplish this recognition, section 34.2, the definitions section, could be revised to include the following: "Gulf Consortium means a consortium of local political subdivisions created by interlocal agreement between the 23 Florida Gulf Coast counties." Rule Section 34.503(a)(2) should be revised accordingly.

**Pre-Award Costs for the Consortium and Coastal Political Subdivisions**

Only one section of the Rule provides authorization for pre-award costs, and that section is limited to costs for environmental review and compliance. The Rule should expressly allow federal reimbursement for the up-front costs to develop the State Expenditure Plan, which have been funded thus far by the 23 Florida counties and for the costs to develop the Multi-Year Implementation Plans. The specific authorization for pre-award costs to pay for the development of the State Expenditure Plan, as required by the Act, will help alleviate the Rule’s burden on the 23 counties that have had to fund that effort to date and the costs to develop the Multi-Year Implementation Plans. At a minimum, the Rule should specify that such costs incurred after the date of enactment of the Act are reimbursable to the 23 counties.

---

9 See, Rule Sec. 34.200(a)(3).
New subsections (5) and (6) should be added to Section 34.200(a) to read:

(5) Pre-award costs of preparing the State Expenditure Plan or Multi-Year Implementation Plan are allowable. These costs may be charged directly to Trust Fund awards with the prior approval of the Treasury or the Council. All such costs should also be identified in a grant application.

(6) A Gulf Coast State, including the Gulf Consortium, a coastal political subdivision, or other authorized entity may seek reimbursement of administrative costs to the extent permitted by Federal laws. Such costs should also be identified in a grant application for approval by the Treasury or the Council.

Planning Costs for the Gulf Consortium and Florida's 23 Gulf Coast Counties

The Gulf Consortium recommends the Rule be revised to expressly authorize the 23 Florida Gulf Coast Counties to provide planning monies on a voluntary basis from Direct Component allocations to the Gulf Consortium for the purpose of developing Florida's State Expenditure Plan that would be reimbursable to those counties upon disbursement of Spill Impact Component funds by the Council. In discussions with Treasury, the Consortium was assured that if the counties voluntarily chose to use Direct Impact funds for the development of the State Expenditure by the Gulf Consortium, that would be authorized. Specifically, the Consortium recommends that Section 34.305 be revised to add a new subsection (c) as follows:

(c) An entity that is a member of the Gulf Consortium may apply for and provide planning costs to be used by the Gulf Consortium for the development of a State Expenditure Plan. Upon request by the respective county, such funds shall be reimbursed by the Gulf Consortium.

Additionally, to further capture this concept, the Gulf Consortium recommends the addition of the following broader definition of the term "planning costs" be included in definition section 34.2.

*Planning costs* means direct and indirect costs of data gathering, studies, analysis, and preparation of plans for eligible activities under section 34.201(a) through (i), including the costs of staff, public input requirements and environmental review and compliance of plans and projects.
Planning costs can include preparation and revision of a Multi-Year Implementation Plan or a State Expenditure Plan.

**Administrative Costs**

The Act expressly authorizes funds to be used for administrative costs of complying with the Act. The Act limits administrative costs to not more than three percent. Section 34.205(a) constrains the application of the three percent limitation to each grant as follows: "The three percent limit is applied to the total amount of funds received under each grant . . . ." In contrast, Section 34.205(b) provides the Council's three percent limitation to the total amount of funds received by the Council, as follows:

(b) Of the amounts received by the Council under the Comprehensive Plan Component, not more than three percent may be used for administrative expenses, including staff. The three percent limit is applied to the total amount of funds received by the Council, beginning with the first fiscal year it receives funds through the end of the fourth, or most recent fiscal year, whichever is later.

The administrative costs actually incurred for administering a grant will vary depending on the activity, program or project funded by the grant. For example, a grant to develop a State Expenditure Plan or a Multi-Year Implementation Plan may require a larger expenditure of administrative costs than a grant to fund a stormwater project. Moreover, limiting administrative costs to approved grants forces counties to bear the expense of administrative costs necessary to prepare and apply for future grants. The Rule should recognize both the Act's limits on administrative costs and the varied amounts for administrative costs to accomplish an eligible activity. Specifically, the Rule should track the Act and allow Florida's counties to be treated similarly to the Council in determining the application of the three percent limit. Section 34.205(a) should be amended as follows:

(a) Of the amounts received by a Gulf Coast State, coastal political subdivision, or coastal zone parish or other authorized entity, including the Gulf Consortium, under the Direct Component, Comprehensive Plan Component, and Spill Impact Component, not more than three percent may be used for administrative costs, including staff of complying with the Act. The three percent limit is applied to the total amount of funds received under each grant, beginning with the first fiscal year it receives funds through the end of the most recent fiscal year.
**Procurement Issues**

The Rule does not provide a comprehensive section relating to procurement for any of the components that will provide a road map that assures advance payment or reimbursement of costs for procurement of contracts to implement projects. Neither Subpart D, relating to the Direct Component nor Subpart F, relating to the Spill Impact Component, provides any direction on procurement. Section 34.402, relating only to the Comprehensive Plan Component Application procedure and grant award process, only provides for the Council to develop an application and selection process, and failing that, the assignees can use a selection process of their choosing that is fair, open, and meets the requirements of Federal laws and, for State and local governments that are awarding, the applicable State and local laws. Section 34.802(e), relating to Certifications, only requires Grantees to certify they have followed "in every material respect the applicable procurement rules applying to contracts in the Grantee's State for each project, program, and activity funded under this Agreement, including rules for competitive bidding and audit requirements."

The Consortium and the 23 Gulf Coast Counties are particularly concerned with the requirements relating to procurement issues because of the unique status of the 23 counties and the Consortium under the Act and the broad powers under Florida law to procure that the Consortium and the counties have in the absence of an applicable, specific Florida statutory requirement.

In Florida, absent a specific reference and mandate in a Florida Statute, generally the State does not control the home rule power of a county to act or the authority of an interlocal entity such as the Gulf Consortium to choose its own method of procurement. The 23 counties have all adopted their own written procurement policies. The counties applicable competitive bidding requirements are those developed locally under their home rule powers, where there is no state mandate to procure contractors in a manner specified in an applicable Florida Statute.

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10 Home rule is well-established in Florida. A Florida county can act for any public purpose as long as the action is not inconsistent with a statute. It encompasses all counties under Article VIII, section 1 (f) and (g). See, generally, section 125.01(1) for an enumeration of certain specific powers, and subsection (3) clarification that the enumerated list is not intended to be exclusive or restrictive, rather the legislative purpose is to be liberally construed to grant to all counties the broad exercise of home rule powers authorized in the Florida Constitution. The broad construction of section 125.01 has been approved by the Supreme Court of Florida on numerous occasions. See, e.g., State v. Orange County, 281 So. 2d 310 (Fla. 1973). See also, Sutton Corp. v. Lake County Water Dist., 870 So. 2d 930 (Fla. 5th DCA 2004), [county not required to apply State procurement sec 287.057(18), Fla. Stat. governing state procurement requirements].

11 The State of Florida has adopted statutes that control some aspects of county and Consortium procurement that expressly provides that it must be followed by the counties and other entities, including the Consortium See, e.g., the Competitive Consultant's Negotiation Act, requiring a certain procurement process for the State and local governments to follow in procuring engineers and architects. Sec. 287.55, Fla. Stat.
Consistent with most Federal grant programs, following a previously adopted competitive procurement procedure has generally sufficed in meeting federal grant requirement. Because the Consortium intends to use a competitive method of procurement that is not inconsistent with State law requirements regarding interlocal entity procurement for applicable projects, the Rule should not impose any additional requirements.

**Advance Payment**

The Rule's preamble as well as sections 34.502 and 34.303 appear to suggest that the Consortium and counties must prepare and submit a State Expenditure Plan or Multi-Year Implementation Plan respectively prior to receiving any grant funding. Requiring the submission of a plan prior to awarding the funds will be an extreme hardship to the Consortium, which has no funding independent of that provided by the 23 counties, and to the 23 counties themselves. The Consortium suggests the Treasury revise the Rule to address this issue and provide for advance payments for the development of the State Expenditure Plan and the Multi-Year Implementation Plan.

This concept could be captured through an additional definition:

*Advance payments means a payment made to a recipient upon its request either before outlays are made by the recipient or through the use of predetermined payment schedules. Recipients shall be paid in advance provided they maintain or demonstrate the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient, and financial management systems that meet the standards for fund control and accountability.*

Additionally, Section 34.200 should be revised to include the following:

>(c) Advance payments may be made to a Gulf Coast State, coastal political subdivision, coastal zone parish and other authorized entity, including the Gulf Consortium.

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12 See, Circular A-110 Revised 11/19/39 as Further Amended 9/30/99 and 40 C.F.R. § 30.2(d). See 2 CFR Part 215.22 payment procedures, OMB Circular A-110 essentially outlining a preference for advance payments as long as written procedures and financial management systems are in place with reimbursement preferred when those conditions cannot be met. See also §12.61, 43 CFR Subtitle A, Recipients and subrecipients shall be paid in advance provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time between transfer of funds and their disbursement by recipient or subrecipient. Finally, see Proposed OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (pp 36-39), which includes similar guidance but elaborates with such requirements as tying advance payments to immediate cash needs, consolidating advances to cover cash needs, etc. and reimbursement used when requirements for reporting and financial management cannot be met.
provided the entity maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and the disbursement by the entity, and financial management systems that meet the standards for fund control and accountability.

### Incremental Plans and Grants

The Consortium recommends that the Rule expressly recognize that a Multi-Year Implementation Plan and a State Expenditure Plan may be developed incrementally, and funding should be allowed in all phases of plan development. Rule 34.202 provides some important latitude and specific funding authority for the Council Comprehensive Plan. These include Plan amendment, preparing reports and audits, and establishing and operating advisory committees. The Rule should provide similar specificity for the development of the State Expenditure Plan and the Multi-Year Implementation Plan. Delaying this specificity to a later policy or rule will create hardship and an impediment to recipients because work has already been undertaken, particularly for the planning process.

The Consortium supports a planning process and granting process which is phased, flexible and incremental as needed to address the feasibility and regulatory approval process for projects over the duration of the overall restoration program which is likely to span many years and require numerous adjustments over time. The Rule should create an approach whereby an initial grant application could be submitted and approved for reimbursement of previously expended funds for a State Expenditure Plan or Multi-Year Implementation Plan consistent with the Act or provide for advance payment of funds to develop a State Expenditure Plan or Multi-Year Implementation Plan. When that phase of the planning process is completed and there is more specificity for projects and programs, a supplemental grant application can be made for further implementation of the projects in the State Expenditure Plan or Multi-Year Implementation Plan.

To capture the concept of grant phasing and incremental planning for the Direct Component for the 23 Gulf Coast counties, section 34.303(a) should be amended as follows:

(a) The applicant must submit a multiyear implementation plan describing each program, project, and activity, collectively or singularly, for which it seeks funding. For each, the plan must include narrative description showing need, purpose, and objectives; identification of the eligible activity under which it qualifies; location; budget; milestones; projected completion dates; and criteria the applicant will use to evaluate the success of each activity in
helping to restore and protect the Gulf Coast region impacted by the Deepwater Horizon oil spill. The applicant must also state whether it has applied, either individually or collectively through agreement with other applicants, for a grant to fund the program, project, or activity under any other part of the Act. Such plans may be amended from time to time to re-prioritize, change, remove, or add individual programs, projects, or activities as determined by the respective Gulf Coast State, coastal political subdivisions or coastal zone parishes. For the State of Louisiana parishes, the applicant must submit information demonstrating compliance with § 34.302(e). Treasury may require a standard format for the plans and additional information.

To capture the concept of grant phasing and incremental planning for the Spill Impact Component and the Gulf Consortium, section 34.503(c) should be amended as follows:

(c) For each program, project, and activity, the State Expenditure Plan must include a narrative description showing purpose and objectives, estimated expenditures, major milestones, estimated duration, and criteria the State will use to evaluate success. Such plans may be amended from time to time to re-prioritize, change, remove, or add individual programs, projects or activities as determined by the respective Gulf Coast State. The applicant must also state whether it has applied for a grant to fund the program, project, or activity under any other part of the Act.

**Additional Treasury Rule and a Standard Format**

Section 34.301, entitled "Responsibility for administration" states that Treasury may develop and apply policies and procedures consistent with the subpart, applicable Federal policies and the Act. Section 34.303 states "Treasury will develop an application process for grants available under [the Direct Component] . . . that is consistent with the Act and Federal policies on grants." Subsection (a) further provides "Treasury may require a standard format for the plans and additional information."

We recognize that some of these future regulations, such as a standard format for plans, may be helpful to determine the necessary information for submittal to Treasury. But, without seeing those future regulations, it is impossible to determine whether these additional regulations will be helpful to the counties.

The Gulf Consortium recommends that the referenced future policies, procedures, process and format should either be added to these Rule for comment in a
supplemental draft of the Rule or separately promulgated subject to public notice and comment.

**Formula for the Eight Disproportionately Affected Counties**

The Rule defines "Disproportionately Affected Counties" and states that Treasury will follow their mutually agreed to formula for distributing funds among them when the counties include them in their Multi-Year Plans. Since a formula for the Eight Disproportionately Affected Counties was not included in the Act, these counties joined together as a committee to develop a distribution that treats each county in a fair and proportionate manner. The formula determined by the Eight Disproportionately Affected Counties distributes 20 percent of the funds equally among the eight counties. The remaining 80 percent is distributed based on oiled shoreline, per capita sales tax collections, population and distance from the Deepwater Horizon oil rig. The formula has been approved by the Boards of County Commissioners of each of the eight counties.

<table>
<thead>
<tr>
<th>County</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay County</td>
<td>15.101</td>
</tr>
<tr>
<td>Escambia County</td>
<td>25.334</td>
</tr>
<tr>
<td>Franklin County</td>
<td>8.441</td>
</tr>
<tr>
<td>Gulf County</td>
<td>6.743</td>
</tr>
<tr>
<td>Okaloosa County</td>
<td>15.226</td>
</tr>
<tr>
<td>Santa Rosa County</td>
<td>10.497</td>
</tr>
<tr>
<td>Wakulla County</td>
<td>4.943</td>
</tr>
<tr>
<td>Walton County</td>
<td>13.712</td>
</tr>
</tbody>
</table>

The Consortium is grateful that the Rule include a definition of Disproportionately Affected Counties and recognize that the eight counties have agreed to a formula.

**Formula for the Fifteen Nondisproportionately Impacted Counties**

The Act includes a formula for computing allocations to the 15 Nondisproportionately Impacted Counties, but does not specify the methodology or sources for computing. The Rule invites comments on the appropriate methodology and sources. The Gulf Consortium’s Committee of 15 Nondisproportionately Impacted Counties, consisting of one Consortium Director from each of the 15 counties, recommended a methodology and sources, as acknowledged and referenced in the Rule. The Committee recommendation was approved by the full Gulf Consortium. The Consortium requests that the Rule adopt the following methodology and sources as approved by the Gulf Consortium:

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13 Rule 34.302(b).
14 See, e.g., Escambia County Resolution No. R2013-15 (Jan. 17, 2013), a copy of which is included with the Consortium’s electronic submission of comments.
1) The recommended sources of data are:
   a) "34% Based on Weighted Average of the Population of the County" – 2010 Census http://quickfacts.census.gov/qfd/states/12000.html
   b) "33% Based on Weighted Average of County Per Capita Sales Tax Collections Estimated for FY 2012" http://edr.state.fl.us/Content/local-government/reports/lgfih12.pdf
      Starting on Page 152 of report, use "Countywide Total" number
   c) "33% Based on Inverse Proportion of the Weighted Average Distance from the Deepwater Horizon oil rig to each of the Nearest and Farthest points of the Shoreline" http://response.restoration.noaa.gov/maps-and-spatial-data/environmental-response-management-application-erma/erma-gulf-response.html

2) The recommended methodologies are:
   a) Take total population of all 15 counties and divide by each county population equaling a weighted average percentage
   b) Take sum of all Per Capita Sales Tax Collections for Calendar Year 2012 and divide by individual county Per Capita Sales Tax equaling a weighted average percentage
   c) 
      a. Average the nearest and farthest point in each county to determine the County Mean Distance (CMD).
      b. Average the nearest and farthest point of the Region to determine the Regional Mean Distance (RMD)
      c. Calculate the inverse proportion (IP) of the CMD of each County to the RMD (Formula: RMD/CMD)
      d. Equals each County’s share (expressed as a percentage) of the inverse proportion (Formula: CMD IP/SUM of IP)

3) Final percentage for each county is computed as the Sum of (2a X 0.34+2b X 0.33+2c.d. X 0.33)

The computation for allocation among the 15 Nondisproportionately Impacted Counties employing the approved methodology and sources is as follows:

<table>
<thead>
<tr>
<th>County</th>
<th>Population 2010 Census</th>
<th>Proportionate Share</th>
<th>Sales Tax Per Capita</th>
<th>Proportionate Share</th>
<th>Distance to DWH</th>
<th>Proportionate Share</th>
<th>Inverse Proportion</th>
<th>Estimated Allocation</th>
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<tr>
<td>Charlotte</td>
<td>159,978</td>
<td>3.27%</td>
<td>127.40</td>
<td>6.45%</td>
<td>698,666</td>
<td>7.4%</td>
<td>5.85%</td>
<td>5.17%</td>
</tr>
<tr>
<td>Citrus</td>
<td>141,236</td>
<td>2.89%</td>
<td>85.90</td>
<td>4.35%</td>
<td>590,799</td>
<td>6.3%</td>
<td>6.92%</td>
<td>4.70%</td>
</tr>
<tr>
<td>Collier</td>
<td>321,520</td>
<td>6.57%</td>
<td>183.07</td>
<td>9.27%</td>
<td>775,680</td>
<td>8.3%</td>
<td>5.27%</td>
<td>7.03%</td>
</tr>
<tr>
<td>Dixie</td>
<td>16,422</td>
<td>0.34%</td>
<td>48.47</td>
<td>2.45%</td>
<td>525,021</td>
<td>5.6%</td>
<td>7.78%</td>
<td>3.49%</td>
</tr>
<tr>
<td>Hernando</td>
<td>172,778</td>
<td>3.53%</td>
<td>90.93</td>
<td>4.60%</td>
<td>592,839</td>
<td>6.3%</td>
<td>6.89%</td>
<td>4.99%</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>1,229,226</td>
<td>25.11%</td>
<td>156.36</td>
<td>7.92%</td>
<td>610,369</td>
<td>6.5%</td>
<td>6.69%</td>
<td>13.36%</td>
</tr>
<tr>
<td>Jefferson</td>
<td>14,761</td>
<td>0.30%</td>
<td>52.62</td>
<td>2.66%</td>
<td>472,097</td>
<td>5.0%</td>
<td>8.66%</td>
<td>3.84%</td>
</tr>
<tr>
<td>Lee</td>
<td>618,754</td>
<td>12.64%</td>
<td>156.12</td>
<td>7.91%</td>
<td>715,632</td>
<td>7.6%</td>
<td>5.71%</td>
<td>8.79%</td>
</tr>
<tr>
<td>Levy</td>
<td>40,801</td>
<td>0.83%</td>
<td>74.52</td>
<td>3.77%</td>
<td>568,273</td>
<td>6.0%</td>
<td>7.19%</td>
<td>3.90%</td>
</tr>
</tbody>
</table>
Environmental Law Compliance

The Rule specifically invites comments on appropriate methods for ensuring full compliance with applicable environmental laws while also providing for timely funds disbursement and project implementation. Additionally, the Rule requires "[E]nvironmental review and compliance procedures must be complied with for each program, project, or activity, as applicable." The Gulf Consortium recommends that Section 34.200 be revised to define actions that are required to undergo the various NEPA evaluation requirements, such as environmental impact statements, environmental assessments or categorical exclusions pursuant to 42 U.S.C. 4321 and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA, 40 C.F.R. Parts 1500-1508 for both the planning and project implementation processes. Specifically, to the extent permitted by law, we recommend that a Multi-Year Implementation Plan and State Expenditure Plan be categorically excluded from NEPA in the Rule or only subject to an environmental assessment to streamline the planning process.

If required by law, Federal agencies may establish a new or revised categorical exclusion in a variety of circumstances when a determination is made that the action is not expected to have a significant individual or cumulative environmental effect. The Consortium recommends immediately defining these actions in the Rule, and if required, undertaking consultation with the Council on Environmental Quality as soon as possible. The Consortium will participate actively in the required public involvement procedures on developing such categorical exclusions due to the cost associated with meeting NEPA requirements in the context of the RESTORE Act implementation.

15 Supplementary Information, I Background.
16 Section. 34.200(a)(3).
17 A categorical exclusion is a category of actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such effect in procedures adopted by a Federal agency in implementation of these regulation (sec. 1507.3) and for which, therefore, neither an environmental assessment of an environmental impact statement is required. 40 C.F.R. sec. 1508.4
Finally, the Consortium recommends developing a streamlined environmental regulatory compliance approach. For instance, a project documentation process should be developed so that when projects are implemented and undergo compliance review, an applicant can simultaneously meet all Clean Water Act (33 U.S.C. § 1251), NEPA and any state environmental regulatory approvals with one set of documents concurrently. Recognizing that all federal and state environmental requirements must be met for RESTORE plans and projects, the Rule should not require repetitive or duplicative regulatory analyses.

If you should have any questions about the Consortium’s comments, please contact the Consortium interim General Counsel Sarah Bleakley via email at sbleakley@ngnlaw.com or phone at 850-224-4070.

Sincerely,

Grover C. Robinson IV, Chairman
Gulf Consortium

cc: The Honorable Bill Nelson
    The Honorable Steve Southerland, II
    Gulf Consortium Directors and Alternates
    County Managers and County Attorneys of the 23 Florida Gulf Coast Counties
    Mr. Chris Holley, Executive Director, Florida Association of Counties
    Mr. Douglas Darling, Interim Manager, Gulf Consortium
    Ms. Sarah M. Bleakley, Interim General Counsel, Gulf Consortium
INTERLOCAL AGREEMENT

RELATING TO ESTABLISHMENT OF THE

GULF CONSORTIUM

(SEPT. 19, 2012)
INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM

Dated as of September 19, 2012
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INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM

THIS INTERLOCAL AGREEMENT, dated as of September 19, 2012
(the "Interlocal Agreement"), is jointly entered into by the counties which are
signatory hereto (collectively, the "Consortium Members"), each of which are
political subdivisions or other government agencies of the State of Florida and
constitute a "public agency" as that term is defined by Part I of Chapter 163,
Florida Statutes (the "Interlocal Act"), and such other public agencies as are added
as additional Consortium Members as provided in Section 3.01 hereof.

WITNESSETH:

WHEREAS, each of the initial Consortium Members are political
subdivisions of the State of Florida and have all powers of self-government
pursuant to their home rule powers and express grants of authority provided by
general law, including, but not limited to, those powers granted under Chapter 125,
Florida Statutes; and

WHEREAS, all Consortium Members are public agencies of the State of
Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the
"Interlocal Act"); and

WHEREAS, the Consortium Members, as public agencies under the
Interlocal Act, may enter into interlocal agreements with each other to jointly
exercise any power, privilege or authority which such Consortium Members share
in common and which each might exercise separately. The joint exercise of this
authority permits the Consortium Members to make the most efficient use of their
powers by enabling them to cooperate on the basis of mutual benefit and, pursuant
to this authority, to form a governmental entity that will best serve the needs of
such Consortium Members and their citizens; and

WHEREAS, the Interlocal Act authorizes the Consortium Members to enter
into an interlocal agreement for the purposes of creating a separate legal entity for
the purpose of the joint exercise of the common powers of the Consortium
Members; and
WHEREAS, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

WHEREAS, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

WHEREAS, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

WHEREAS, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

WHEREAS, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

WHEREAS, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and
terms of the hereinafter defined Act and this Interlocal Agreement, and is hereby created for the purposes described herein.
ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

"Affected County" shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

"Consortium Members" shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

"Board" shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

"Consortium" shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

"Director" shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"Manager" shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.
"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Public Agencies" shall mean any "public agency", as that term is defined by the Interlocal Act.

"RESTORE Act" shall have the meaning set forth in the preambles hereof.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
ARTICLE II

THE CONSORTIUM

SECTION 2.01. CREATION. The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES.

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

(1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;

(2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;

(3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;

(4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);
(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

SECTION 2.03. CONSORTIUM MEMBERS. The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

SECTION 2.04. DURATION OF CONSORTIUM. The Consortium shall be in perpetual existence until 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 the majority vote of its Board.
ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

SECTION 3.02. REPRESENTATION.

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.
(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

SECTION 3.03. ACTION.

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.
(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

SECTION 3.07. MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer
determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS. Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

SECTION 3.09. EXPENSES. The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

SECTION 3.10. LIABILITY. No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or 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.

SECTION 3.11 EXECUTIVE COMMITTEE. An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),
(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hereof, and such other powers as may be designated by the Board.

SECTION 3.12 PRINCIPAL PLACE OF BUSINESS. The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.
ARTICLE IV
POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.
(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the
amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration 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.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.
(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

SECTION 4.02. ANNUAL BUDGET.

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.
The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.
ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium’s principal place of business.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
SECTION 5.04. LIMITED LIABILITY. No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Bay COUNTY, FLORIDA

ATTEST:

Bill
Chairman
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners

BOAD OF COUNTY COMMISSIONERS
SEAL

CIRCUIT COURT
BAY COUNTY, FLORIDA
SIGNATURE PAGE
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By: Christopher G. Carnes, Chairman

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: [Signature]
Deputy Clerk
AGC 2012-051
9-25-12

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Janette S. Knowlton, County Attorney
LR 2012-2006
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

COLLIER COUNTY, FLORIDA

By:
GEORGIA A. HILLER, ESQ., CHAIRWOMAN
Board of County Commissioners
as approved on January 8, 2013

ATTEST:

Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners

Approved as to form
and legal sufficiency:

Jeffrey N. Klatzkow
County Attorney

State of Florida
County of COLLIER

I HEREBY CERTIFY THAT this is a true and
correct copy of a document on file in
Board Minutes and Records of Collier County
WITNESS my hand and official seal this 6th
day of March, 2013.

DWIGHT E. BROCK, CLERK OF COURTS
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

CITRUS COUNTY, FLORIDA

ATTEST:

By: Winn Webb
Chairman
Board of County Commissioners

Terry White
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

DIXIE COUNTY, FLORIDA

ATTEST:

Circuit Court
Clerk of Circuit Court
Clerk of Board of County
Commissioners

By: Ronnie Edmonds
Ronnie Edmonds, Chairman
Board of County Commissioners
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency
By
Title County Attorney
Date 10-10-12
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

GULF COUNTY, FLORIDA

ATTEST:

By: [Signature]

Chairman
Board of County Commissioners

Rebecca M. McLean
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

FRANKLIN COUNTY, FLORIDA

ATTEST:

By: __________________________
   Chairman
   Board of County Commissioners

Maria M. Johnson
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

HERNANDO COUNTY, FLORIDA

By: Wayne Dukes, Chairman
Board of County Commissioners

Karen Nicolai, Clerk of Circuit Court,
ex officio Clerk of Board of County
Commissioners

Reviewed for Legal Form
and Sufficiency:

Garth C. Coller
County Attorney
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

HILLSBOROUGH COUNTY, FLORIDA

ATTEST:

[Signature]
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners - Mildred K. Dixon, Deputy Clerk

Approval Date: October 3, 2012

APPROVED BY COUNTY ATTORNEY
As To Form And Legal Sufficiency

[Signature]
Assistant County Attorney

By: Ken Hagan
Chairman, Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 12-1025
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

By: [Signature]
Chairman
Board of County Commissioners

[Stamp]

COUNTY, FLORIDA
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

LEE COUNTY, FLORIDA

ATTEST:

Charles C. GOFF
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners

By:

[Signature]
Chairman
Board of County Commissioners

APPROVED AS TO FORM

[Signature]
Michael D. HAAS
OFFICE OF COUNTY ATTORNEY
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

LEVY COUNTY, FLORIDA

By: 
Chairman Danny Stevens
Board of County Commissioners

Approved as to form and legal sufficiency:

Anne Bast Brown, County Attorney
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

MANATEE COUNTY, FLORIDA

BY: [signature]
Chairman (executed 10/4/12)

ATTEST: R. B. Shore
Clerk of the Circuit Court and Comptroller

By: [signature]
Deputy Clerk
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

MONROE COUNTY, FLORIDA

(SEAL)

ATTEST: Danny L. Kolhage, CLERK

BY: __________________________________________
    Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: __________________________________________
    Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

______________________________
ROBERT B. SHILLINGER, JR.
CHIEF ASSISTANT COUNTY ATTORNEY
Date: ________________________
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

OKALOOSA COUNTY, FLORIDA

ATTEST:

[Signature]
Chairman
Board of County Commissioners
Approved on October 2, 2012

[Signature]
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

ANN HILDEBRAND, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

APPROVED
IN SESSION
SEP 25 2012
PASCO COUNTY
BCC
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

PINEBALS COUNTY, FLORIDA

ATTEST:

Ken Burke,
By: [Signature]
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners

By: [Signature]
Chairman
Board of County Commissioners

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: [Signature]
Attorney
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

SANTA ROSA COUNTY, FLORIDA

Jim Williamson, Chairman
Board of County Commissioners

ATTEST:

Clerk of the Circuit Court, ex officio Clerk
To the Board of County Commissioners

APPROVED AS TO FORM:

County Attorney
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

SARASOTA COUNTY, FLORIDA

ATTEST:

Chairman
Board of County Commissioners

APPROVED AS TO FORM AND CORRECTNESS

COUNTY ATTORNEY
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

TAYLOR COUNTY, FLORIDA

ATTEST:

By

Patricia Patterson
Chairman
Board of County Commissioners

Annie Mae Murphy
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners

Approved as to Form

County Attorney
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Watulla COUNTY, FLORIDA

By: E. Alan Brock, Chairman
    Board of County Commissioners

ATTEST:

Brent X. Thurmond
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Walton COUNTY, FLORIDA

By: [Signature]
Chairman
Board of County Commissioners

ATTEST:

[Signature]
Clerk of Circuit Court, ex officio
Clerk of Board of County Commissioners
Martha Jingle,
Clerk of Court

STATE OF FLORIDA, COUNTY OF LEON

I HEREBY CERTIFY that the above and foregoing
is a true and correct copy of an instrument recorded
in the official records of Leon County, Florida

[Signature]
Bob Inzer
Clerk of County Court

[Seal]

(Handwritten): March 2013

[Seal]

[Signature]
MEMORANDUM OF UNDERSTANDING

BETWEEN THE STATE OF FLORIDA

& THE GULF CONSORTIUM

(JUNE 12, 2013)
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 RETORE 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.


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

GULF CONSORTIUM

Dated: 4/5/13

Grover C. Robinson, IV
Chairman

Attest:

Warren Yeager,
Secretary-Treasurer
JOINT RESOLUTION OF DISPROPORTIONATELY AFFECTED COUNTIES UNDER THE FEDERAL RESTORE ACT,

RESOLUTION NO. R2013-15 OF ESCAMBIA COUNTY, FLORIDA
RESOLUTION NUMBER R2013-15

JOINT RESOLUTION OF DISPROPORTIONATELY AFFECTED COUNTIES
UNDER THE FEDERAL RESTORE ACT

A JOINT RESOLUTION OF THE BOARDS OF COUNTY
COMMISSIONERS OF BAY COUNTY, ESCAMBIA COUNTY,
FRANKLIN COUNTY, GULF COUNTY, OKALOOSA COUNTY,
SANTA ROSA COUNTY, WAKULLA COUNTY AND WALTON
COUNTY, ESTABLISHING AND AGREEING TO A
FORMULA FOR ALLOCATING AMONG THE COUNTIES
CERTAIN FUNDS PROVIDED TO DISPROPORTIONATELY
AFFECTED COUNTIES PURSUANT TO THE RESTORE ACT;
PROVIDING AN EFFECTIVE DATE.

BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY
COMMISSIONERS OF BAY COUNTY, ESCAMBIA COUNTY, FRANKLIN COUNTY, GULF
COUNTY, OKALOOSA COUNTY, SANTA ROSA COUNTY, WAKULLA COUNTY AND WALTON
COUNTY:

SECTION 1. FINDINGS. The Boards of County Commissioners of Bay County,
Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County,
Wakulla County and Walton County (the "Boards") hereby find as follows:

(A) In 2012, the Congress of the United States enacted and the President signed
into law the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived
Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act").

(B) The RESTORE Act establishes the Gulf Coast Restoration Trust Fund
consisting of 80 percent of all administrative and civil penalties paid by responsible parties
in connection with the explosion on, and sinking of, the mobile offshore drilling unit
Deepwater Horizon (the "Deepwater Horizon Event") pursuant to a court order, negotiated
settlement or other instrument in accordance with Federal law.

(C) The RESTORE Act directs 35 percent of the available funds in the Trust
Fund to be distributed in equal shares to the states of Alabama, Florida, Louisiana,
Mississippi, and Texas (the State Allocation).

(D) The RESTORE Act divides Florida's share of the State Allocation into two
parts. One part is for the Non-disproportionately Affected Counties which are to receive 25
percent of Florida's share. The RESTORE Act includes a formula for dividing the 25
percent among the Non-disproportionately Affected Counties based on distance to the
Deepwater Horizon Event, population and sales tax collections.

(E) The second part of Florida's share is for the Disproportionately Affected
Counties, which are to receive 75 percent of Florida's share (the "75 Percent Share"). The
The RESTORE Act does not specify a formula for the distribution of those funds among the Disproportionately Affected Counties.

(F) Various sections of chapter 2011-142, Laws of Florida, defines the "Disproportionately Affected Counties" to include Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Wakulla County and Walton County.

(G) The Gulf Consortium was been formed by interlocal agreement among the Boards of County Commissioners of the 14 of the 15 Non-disproportionately Affected Counties and seven of the eight Disproportionately Affected Counties to address issues of mutual concern and benefit under the RESTORE Act.

(H) Franklin County Board of County Commissioners has not yet joined the Gulf Consortium.

(I) At its meeting on November 28, 2012, the Gulf Consortium formed the Committee of the Eight Disproportionately Affected Counties (the "Committee"), which includes a representative from each of the seven Disproportionately Affected Counties that are members of the Gulf Consortium and a representative from Franklin County.

(J) The Committee was established for the purposes of developing an agreed-upon formula by consensus of the Committee members to allocate the 75 Percent Share among the Disproportionately Affected Counties and recommending it for adoption by the Boards of County Commissioners of each of the Disproportionately Affected Counties.

(K) The Committee met in Walton County on December 7, 2012 and considered adopting a formula for distributing the 75 Percent Share among the Disproportionately Affected Counties and recommending it for adoption by Joint Resolution to the Boards of County Commissioners of each of the Disproportionately Affected Counties.

(L) Representatives of each of the Disproportionately Affected Counties attended the Committee meeting.

(M) The representative from Franklin County declared that she would not be voting on any motion considered by the Committee, as Franklin had not joined the Gulf Consortium.

(N) The Committee discussed a formula that included a 20 percent equal share for each of the Disproportionately Affected Counties, with the remaining 80 percent distributed according to the following weighted formula:

1. Thirty percent based on the weighted average of the county shoreline oiled.
2. Thirty percent based on the weighted average of the county per capita sales tax collections estimated for fiscal year 2011-12.
3. Twenty percent based on the weighted average of the population of the county.

4. Twenty percent based on inverse proportion of the weighted average distance from the Deepwater Horizon oil rig to the nearest and farthest point of the shoreline.

(O) Data presented to the Committee estimated that the formula would produce the following percentage shares of the 75 Percent Share for the Disproportionately Affected Counties:

<table>
<thead>
<tr>
<th>County</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY COUNTY</td>
<td>15.101</td>
</tr>
<tr>
<td>ESCAMBIA COUNTY</td>
<td>25.334</td>
</tr>
<tr>
<td>FRANKLIN COUNTY</td>
<td>8.441</td>
</tr>
<tr>
<td>GULF COUNTY</td>
<td>6.743</td>
</tr>
<tr>
<td>OKALOOSA COUNTY</td>
<td>15.226</td>
</tr>
<tr>
<td>SANTA ROSA COUNTY</td>
<td>10.497</td>
</tr>
<tr>
<td>WAKULLA COUNTY</td>
<td>4.943</td>
</tr>
<tr>
<td>WALTON COUNTY</td>
<td>13.712</td>
</tr>
</tbody>
</table>

(P) The Committee determined that the weighted formula included components that were not definitive, but were subject to interpretation, such as the population of the county, which can vary day-to-day.

Upon proper motion, with the representative from Franklin abstaining, the Committee otherwise unanimously adopted a motion recommending that the Boards of County Commissioners of each of the Disproportionately Affected Counties jointly adopt the following allocation of the 75 Percent Share for the Disproportionately Affected Counties based on the following percentages:

<table>
<thead>
<tr>
<th>County</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY COUNTY</td>
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<td>GULF COUNTY</td>
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<td>4.943</td>
</tr>
<tr>
<td>WALTON COUNTY</td>
<td>13.712</td>
</tr>
</tbody>
</table>

SECTION 2.  AUTHORITY. Each of the Boards has the home rule power provided in the county's charter (for the charter counties) and in chapter 125, Florida Statutes, to adopt a resolution to further the health, safety and welfare of the county. Adopting a formula for allocating the 75 Percent Share among the Disproportionately Affected Counties furthers the goals and objectives of the each of the Boards by providing more certainty as to the allocation method under the RESTORE Act and resolving any dispute among the Disproportionately Affected Counties that may arise in the future.
SECTION 3. ADOPTION OF THE ALLOCATION FORMULA FOR THE 75 PERCENT SHARE. The Boards hereby adopt the following formula for allocating the 75 Percent Share among the Disproportionately Affected Counties on the following percentages:

<table>
<thead>
<tr>
<th>County</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY COUNTY</td>
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<tr>
<td>ESCAMBIA COUNTY</td>
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</tr>
<tr>
<td>WAKULLA COUNTY</td>
<td>4.943</td>
</tr>
<tr>
<td>WALTON COUNTY</td>
<td>13.712</td>
</tr>
</tbody>
</table>

SECTION 4. APPLICABILITY AND EFFECTIVE DATE. This Joint Resolution shall take effect upon adoption by each and every one of the Boards and shall become effective on the date adopted by the last Board of County Commissioners to adopt the Joint Resolution.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]
SIGNATURE PAGE TO THE JOINT RESOLUTION
ESTABLISHING A FORMULA FOR THE DISTRIBUTION
OF THE 75 PERCENT SHARE AMONG THE
DISPROPORTIONATELY AFFECTED COUNTIES

PASSED AND DULLY ADOPTED at a meeting of the Board of County
Commissioners of Escambia County on the 17th day of January, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCambia COUNTY, FLORIDA

BY: Gene M. Valintino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

Reviewed for Legal Form
And Sufficiency

Alison P. Rogers,
County Attorney

BCC Approved 01-17-2013

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCambia COUNTY, FLORIDA D.C.
FLORIDA'S OFFICIAL POPULATION ESTIMATES
FOR THE SEVEN FISCALLY CONSTRAINED COUNTIES
WHICH ARE MEMBERS OF THE GULF CONSORTIUM
### 2013 Preliminary County Taxable Values and Values of a 1 Mill Levy

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
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<tr>
<td>Franklin</td>
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<tr>
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<tr>
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</tr>
<tr>
<td>Wakulla</td>
<td>$33.42</td>
<td>$1,028,356</td>
<td>30,771</td>
<td>$1,028,355,521</td>
</tr>
</tbody>
</table>

**Source:**
Population:
As determined pursuant to s. 186.901, F.S. and published at:
http://www.edr.state.fl.us/Content/local-government/data/county-municipal/index.cfm

Taxable Value:
August 2013 Revenue Estimating Conference on Ad Valorem at:
http://www.edr.state.fl.us/Content/conferences/advalorem/adval_results.pdf
SCOPE OF SERVICES

The following provides the mandatory services required for Florida’s implementation of the Oil Spill Impact Funding Program (Program) (Pot #3/Gulf Consortium) of the Resources and Ecosystems Sustainability, Tourist, Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is the intent to competitively procure a consultant(s) that is best qualified who shall work with the Gulf Consortium (Consortium) to develop the State Expenditure Plan required by the RESTORE Act. The anticipated initial contract term is 2 years, with one option to renew. The mandatory services are: (1) Plan to Develop Plan ("Plan to Plan") Phase 3 below (2) Consultant Performance, Phase 5 below: and (3) Plan Approval and Submission Phase 6 below.

Phases and Definitions:

Phases:

Phase 1: Solicitation Document (Nov 2013)
Phase 2: Solicitation Issuance (Jan 2014)
Phase 3: Submission of Plan to Plan (2014)
Phase 4: Selection of Consultant (2014)
Phase 5: Consultant Performance (9-12 months)

Definitions:

Submission of Plan to Plan means: responses prepared by consultants, using the Scope of Services, to propose timelines and methods of Plan Development. This Plan to Plan will be the basis for selection of consultant.

Selection of Consultant means: selection of consultant, through a competitive process, that presents the best plan for plan development. A contract between the Gulf Consortium and selected consultant will be signed during this phase.
Consultant Performance means: the period of time which plan development takes place including all public meetings. The outcome of this phase is a Draft State Expenditure Plan with recommendations presented to the Gulf Consortium.

Plan Approval and Submission means: formal public process of approval of State Expenditure Plan by Gulf Consortium and State of Florida. Outcome of this phase is submission of approved plan to the Gulf Coast Ecosystem Restoration Council (Council).

1. SUBMISSION OF PLAN TO PLAN (PHASE 3)
The development of the Consortium RESTORE Plan to Plan that includes, at a minimum:

- Timelines for all Plan Development activities specified in Phase 5. All resources anticipated for Plan Development including:
  - Estimated costs
  - Estimated staffing

Deliverable: Gulf Consortium Plan to Plan (XX days after award)

2. CONSULTANT PERFORMANCE (PHASE 5)
Deliver a Draft Gulf Consortium State Expenditure Plan that includes at a minimum:

- Inventory and review of Florida’s Gulf Coast Counties’ existing community, stakeholder and government plans and programs addressing projects eligible for RESTORE Act implementation
- Identify any data “gaps” or issues requiring additional technical analysis including timeframes to complete that analysis.
- Prepare a list of federal and state planning and project implementation requirements and a strategy for compliance including, but not limited to:
  - National Environmental Policy Act
  - Clean Water Act
  - Chapter 373, Florida Statutes
- Develop and manage the project solicitation and/or project nomination
process including development of on-line forms and systems for project applications, review, public comment and tracking that is updated with current funding decisions by any funding source. The format for the forms will be with the consultation of the Florida Department of Environmental Protection (FDEP) and include precise location information for mapping purposes with ability to evaluate the submittals with various GIS applications. Essentially this is a global database of projects undertaken with any RESTORE Act funds.

- A strategy for regionalism, water shed, or other grouping that will guide Plan Development.
- An analysis of the feasibility of nominated projects and their projected benefits.
- The amount of funding for each project, program and activity.
- The proposed start and completion date for each project, program and activity including any necessary phasing, sequencing or relationships between projects.
- A method to determine how best available science was used for each natural resource or restoration project, program and activity.
- A method to confirm that each project, program and activity contribute to the overall economic and/or ecosystem recovery of the Gulf Coast and falls within the geographic scope of the RESTORE Act and rules.
- A method to confirm that each project, program and activity is an eligible activity under the RESTORE Act.
- A method to confirm that each project, program and activity does not exceed the 25 percent limit for infrastructure OR a method to document exceptions as allowed by the Act.
- An estimation of collaborations, partnering or other matching funds that may greatly enhance a particular project, program or activity. This includes any leveraged funds.
- A communications plan that includes:
  - A strategy for robust public involvement, public meetings and interactive web sites that ensures the public’s right to know. This includes public participation in the selection process.
  - A strategy and system that keeps local, state, and federal governments informed.
• A matrix of how projects, programs and activities are consistent with the Goals and Objectives of the Gulf Coast Ecosystem Restoration Council’s Comprehensive Plan.

• Development of metrics and evaluation criteria that will be used in individual project, program and activity evaluation and ranking.

• A strategy for a Consortium project selection process that includes review by the State’s Technical Working Group and compliance with the Memorandum of Understanding (MOU) between Florida’s Governor and the Gulf Consortium including:
  o A review for consistency with applicable laws and rules
  o Prioritization based on criteria established by the Consortium
  o Consideration of public comments
  o Approval by affirmative vote of a majority of Gulf Consortium Directors

Deliverable: Draft Gulf Consortium State Expenditure Plan with recommendations.

3. PLAN APPROVAL AND SUBMISSION (PHASE 6)

The formal public process of approval of State Expenditure Plan by Gulf Consortium and State of Florida. This includes incorporating changes directed by Gulf Consortium, Technical Advisory Group and the Governor.

Deliverable: Final Approved Gulf Consortium State Expenditure Plan delivered to Gulf Coast Ecosystem Restoration Council (Council).