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AGENDA

THE GULF CONSORTIUM Board of Directors Meeting

June 13, 2019, 2:00 p.m. Eastern

**Hyatt Regency Orlando
9801 International Dr, Orlando, FL 32819
Room Celebration 5-6
GoToMeeting
Dial-in Number: +1 (646) 749-3129
Participant Passcode: 250-206-157**

Board Members

Chair - Warren Yeager (Gulf), Vice Chair - Commissioner Chris Constance (Charlotte), Secretary/Treasurer - Commissioner Jack Mariano (Pasco), Commissioner John Meeks (Levy), David Edwards (Wakulla), Commissioner Betsy Barfield (Jefferson), Commissioner Scott Carnahan (Citrus), Commissioner Phillip Griffiths (Bay), Commissioner Burt Saunders (Collier), Tim Alexander (Dixie), Commissioner Doug Underhill (Escambia), Commissioner Joseph "Smokey" Parrish (Franklin), Commissioner Wayne Dukes (Hernando), Commissioner Brian Hamman (Lee), Commissioner Carol Whitmore (Manatee), George Neugent (Monroe), Commissioner Kelly Windes (Okaloosa), Commissioner Charlie Justice (Pinellas), Commissioner Lane Lynchard (Santa Rosa), Commissioner Nancy Detert (Sarasota), Commissioner Jim Moody (Taylor), Larry Jones (Walton)

Staff

Valerie Seidel, Dan Dourte, Richard Bernier (The Balmoral Group)
Lynn Hoshihara, Evan Rosenthal (Nabors, Giblin & Nickerson, P.A.)

Item 1. Call to Order.

Chairman Warren Yeager will call the meeting to order.

Item 2. Roll Call.

Valerie Seidel (The Balmoral Group) will call the roll.

Item 3. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Board to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

Consent Agenda Items:

The minutes of the following meetings are presented for approval.

- a) March 28, 2019 – Board of Directors Meeting. *(Please see back up pages 7-13)*



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- b) April 26, 2019 – Audit Committee Meeting (*Please see back up pages 14-16*)
- c) April 24, 2019 – Finance and Budget Committee Meeting (informational only) (*Please see back up pages 17-20*)

RECOMMEND: Approval of the Consent Agenda.

Item 4. Additions or Deletions.

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

RECOMMEND: Approval of a Final Agenda.

Item 5. Public Comments.

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

OLD BUSINESS

Item 6. Manager's Report.

Valerie Seidel will present the Managers Report.

(*Please see back up pages 21-22*)

Item 7. PSEP Update

Valerie Seidel will give an update on the PSEP Grant, which received an extension in May 2019.

(*Please see back up pages 23-24*)

Item 8. Stand-Up SEP Grant Update / Summary

Valerie Seidel will give an update on the SSEP Grant, which received approval of the first drawdown for funding.

(*Please see back up pages 25-26*)

Item 9. Financial Report

Valerie Seidel will present Financial Statements and a Report on the Trust Fund Balances and pending drawdowns. Finance Committee Chair Carnahan will provide a report on the first meeting of the Finance Committee.

(*Please see back up pages 27-33*)

Item 10. Compliance Cost Grant

Valerie Seidel will present a draft Compliance Cost Grant Application, in follow up to March Board approval of a Compliance Cost Grant.

(*Please see back up pages 34-61*)

RECOMMEND: Approval of the Compliance Cost Grant Application

NEW BUSINESS



Item 11. SEP Grant Applications for Review and Approval; Upcoming Subrecipient Applications.

Dan Dourte will give an update on the SEP implementation, including Grant applications for review and approval. Four applications have been prepared, in collaboration with County personnel, for submission to RESTORE Council. These include parts of the following projects: 5-2 Bay County; 15-1 Pasco County; 19-1 Sarasota County; 22-1 Collier County). Upcoming subrecipient applications should be delivered to the Gulf Consortium by 8/16/2019 for any project milestones with a 2019 or 2020 start date. *(Please see back up pages 62-91)*

RECOMMEND: Approval of the SEP Grant Applications to be delivered to RESTORE Council.

Item 12. SEP Amendment for Review and Approval to Transmit to RESTORE Council.

Dan Dourte will present the first SEP amendment, which has been through public comment, was revised/edited, and has been made section 508 compliant. A transmittal letter was prepared in coordination with RESTORE Council and General Counsel. DEP will assist with transmission as the amendment is delivered to RESTORE Council by the DEP secretary. *(Please see back up pages 92-112)*

RECOMMEND: Approval of the SEP Amendment for transmittal to RESTORE Council

Item 13. Audit Report.

Valerie Seidel will introduce the Consortium's audit firm, Warren Averitt, who will provide the findings of the Consortium Audit. *(Please see back up pages 113-144)*

RECOMMEND: Approval of the Audit as presented.

Item 14. Request to Formalize Delegated Authority.

Valerie Seidel will present a request to formally recognize delegated authority as contemplated in policy, to execute subrecipient agreements approved by the Board. Where grant approvals stipulate conditions deviating from Board approval, this Delegated Authority shall not apply. *(Please see back up pages 145-148)*

RECOMMEND: Approval of (1) Waiver of Procurement Policy approval threshold (\$50,000) for executing Subrecipient Agreements and (2) Formalizing the Delegation of Authority as contemplated in the Grant Manual.

Item 15. Consideration to Add New Finance Committee Members.

Valerie Seidel will present a consideration of whether additional committee members with willing financial expertise should be added to the committee.



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(Please see back up pages 149 -150)

RECOMMEND: Approval of Additional Finance Committee Members.

Item 16. FDEP – Pot 2 update

Phil Coram will provide an update on Pot 2 activity.

(Please see back up pages 151-152)

Item 17. General Counsel’s Report.

Lynn Hoshihara (NGN) will give an updated General Counsel Report.

a) Draft subrecipient agreements.

(Please see back up pages 153 -189)

RECOMMEND: Approval of the form Subrecipient Agreement.

b) Interlocal Agreement with the Leon County

(Please see back up pages 190-197)

RECOMMEND: Approval of the Interlocal Agreement with the Leon County.

Item 18. Public Comments.

The public is invited to provide comments on issues that are NOT on today’s agenda.

Item 19. Upcoming Gulf Consortium Board Meeting.

Wednesday, September 25, 2019

Time to be determined

Sheraton Bay Point Resort

Bay County

Item 20. Adjourn.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

The Gulf Consortium announces a public meeting of its Board of Directors to which all persons are invited to participate.

DATE AND TIME: June 13, 2019 at 2:00 pm (ET)

PLACE:

Hyatt Regency Orlando
9801 International Dr, Orlando, FL 32819
Room Celebration 5-6

Dial-in Number: +1 (646) 749-3129

Access Code: 250-206-157

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Gulf Consortium will conduct a Board of Directors meeting, consisting of a SSEP and SEP Grant update, structure discussions, audit report, status of grant applications, and other business at the discretion of the Board. A copy of the agenda may be obtained at www.gulfconsortium.org or by contacting: General Manager at 407-629-2185 or Gulf.Consortium@balmoralgroup.us.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting the General Manager at 407-629-2185 or Gulf.Consortium@balmoralgroup.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, please contact the General Manager at 407-629-2185 or Gulf.Consortium@balmoralgroup.us.

County	Directors and Alternates
Bay	Commissioner Philip Griffiths, Director; Commissioner Robert Carroll, Alternate
Charlotte	Commissioner Christopher Constance, Director; Alternates: Commissioner Ken Doherty, Emily Lewis
Citrus	Commissioner Scott Carnahan, Director; Randy Oliver, Alternate
Collier	Commissioner Burt Saunders, Director; Alternates: Commissioner Penny Taylor, Gary McAlpin
Dixie	Tim Alexander, Director
Escambia	Commissioner Doug Underhill, Director; Commissioner Robert Bender, Alternate
Franklin	Commissioner Joseph "Smokey" Parrish, Director; Michael Morón, Alternate:
Gulf	Warren Yeager, Director; Donald Butler, Alternate
Hernando	Commissioner Wayne Dukes, Director; Len Sossamon, Alternate
Hillsborough	Commissioner Les Miller, Director; Alternates: Commissioner Ken Hagan, Jim Taylor
Jefferson	Commissioner Betsy Barfield, Director; Parrish Barwick, Alternate
Lee	Commissioner Brian Hamman, Director; Alternates: Commissioner Larry Kiker, Kurt Harclerode
Levy	Commissioner John Meeks, Director; Tisha Whitehurst, Alternate
Manatee	Commissioner Carol Whitmore, Director; Charlie Hunsicker, Alternate
Monroe	George Neugent, Director; Commissioner David Rice, Alternate
Okaloosa	Commissioner Kelly Windes, Director; Commissioner Carolyn Ketchel, Alternate
Pasco	Commissioner Jack Mariano, Director; Commissioner Ron Oakley, Alternate
Pinellas	Commissioner Charlie Justice, Director; Andy Squires, Alternate
Santa Rosa	Commissioner Lane Lynchard
Sarasota	Commissioner Nancy Detert, Director; Joseph Kraus, Alternate
Taylor	Commissioner Jim Moody, Director; LaWanda Pemberton, Alternate
Wakulla	David Edwards, Director; Commissioner Ralph Thomas, Alternate
Walton	Larry Jones, Director
Governor's Appointees	Pam Anderson, Panama City; Peter Bos, Destin; Lino Maldonado, Niceville; Collier Merrill, Pensacola; Mike Sole, Tallahassee; Neal Wade, Panama City

AGENDA ITEM 3a

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 3a
Approval of March 28, 2019 Minutes**

Statement of Issue:

Request to approve the minutes of the March 28, 2019 meeting of the Gulf Consortium Board of Directors.

Options:

- (1) Approve the March 28, 2019 minutes as presented; or
- (2) Amend and then approve the minutes.

Recommendation:

Motion to approve Option 1.

Prepared by:

Amanda Jorjorian, The Balmoral Group
On: June 5, 2019

Attachment:

Draft Minutes, March 28, 2019 meeting of the Gulf Consortium.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Board Meeting
March 28, 2019, Time 9:00 a.m. (Eastern)
The Opal Room, Hotel Duval
415 N Monroe St. Tallahassee, FL 32301**

Members in Attendance: Commissioner Phil Griffiths (Bay), Commissioner Chris Constance (Charlotte), Commissioner Scott Carnahan (Citrus), Gary McAlpin (Collier), Commissioner Robert Bender (Escambia), Commissioner Joseph “Smokey” Parrish (Franklin), Warren Yeager (Gulf), Commissioner Wayne Dukes (Hernando), Commissioner Betsy Barfield (Jefferson), George Neugent (Monroe), Commissioner Kelly Windes (Okaloosa), Commissioner Charlie Justice (Pinellas), Commissioner Lane Lynchard (Santa Rosa), Commissioner Nancy Detert (Sarasota), LaWanda Pemberton (Taylor), David Edwards (Wakulla), Larry Jones (Walton)

Also in Attendance: Valerie Seidel (The Balmoral Group), Dan Dourte (The Balmoral Group), Evan Rosenthal (Nabors, Giblin & Nickerson), Lynn Hoshihara (Nabors, Giblin & Nickerson)

Agenda Item 1 – Call to Order and Roll Call

Chairman Warren Yeager (Gulf) called the meeting to order at 9:00am (ET). Attendees as above. He noted that actions items on the agenda would be moved up due to board member time constraints.

Agenda Item #2 – Public Comment

None

Agenda Item #3 – Approval of January 17, 2019 Minutes

Chairman Warren Yeager (Gulf) presented the minutes for the January 31, 2019 Board Meeting for approval. David Edwards (Wakulla) made the motion to approve the minutes as presented, seconded by Commissioner Scott Carnahan (Citrus). All in favor.

ACTION: APPROVED

Agenda Item #5 – Update on Leon County Contract

Chairman Warren Yeager (Gulf) recognized Valerie Seidel (The Balmoral Group) who gave a presentation of a proposed contract amendment with Leon County for Fiscal Agent Services with compensation to cover their costs. Staff had negotiated for a lower fee of 3 basis points and added options to revisit costs at predetermined intervals. Due to uncertainty of transaction volume, Leon County requested the fee to be revisited at six month intervals to ensure costs are keeping pace with projections. Commissioner Robert Bender (Escambia) asked why Craig Diamond’s name was in the contract. Valerie Seidel (The Balmoral Group) responded that while not present at the meetings Craig was still involved in the Consortium management. Gary McAlpin (Collier) made the motion to approve the Leon County contract amendment seconded by David Edwards (Wakulla). All in favor.

ACTION: APPROVED

Agenda Item#8 – Grant applications for review and approval; upcoming subrecipient applications

Chairman Warren Yeager (Gulf) recognized Dan Dourte (The Balmoral Group) who gave an update on the Grant Applications and asked board for final approval to formally submit the applications to Council. A full grant application from Pasco County was included in the packet for reference. Grant applications had been received from 7 counties for 9 projects which was shown in the table

associated with this Agenda Item. Four of these projects had been combined into one application for Wastewater Improvements. The Balmoral Group's advice was to submit any projects in the SEP that were for years one and two. There was also a new place to submit Grant applications. Gary McAlpin (Collier) asked how long it would take RESTORE to review the applications once submitted and Dan Dourte replied that it would be 2-3 months. If there were any minor issues and the application had to be resubmitted, the clock would not be restarted. The Balmoral Group had previous experience with minor revisions with the submittal of the SSEP. Commissioner Scott Carnahan (Citrus) made the motion to approve the applications to be submitted to RESTORE council, seconded by Commissioner Betsy Barfield (Jefferson). All in favor.

ACTION: APPROVED

Agenda Item 10 – Consideration of Agenda Restructure

Valerie Seidel (The Balmoral Group) brought to the Board a potential for an alternative agenda format. Due to the increasing volume of documents required for both discussion and voting activity as implementation ensues, an alternative agenda format would provide clarity as to voting items and discussion items, and refer to packet content for detailed documentation. The new Agenda format would list the topic, presenter, item number and an abstract summarizing the item with page numbers referenced. An example agenda from Florida Inland Navigational District was included in the packet. The Executive Committee had recommended to move forward with this item. Commissioner Betsy Barfield (Jefferson) said she liked the format and it was similar to other board meetings she attended. She asked about the consent items, and Valerie Seidel (The Balmoral Group) replied that could potentially be minutes and financials. Commissioner Betsy Barfield (Jefferson) made the motion to approve the Agenda restructure, seconded by David Edwards (Wakulla). All in favor. Action approved.

ACTION: APPROVED

Agenda Item 11 – Consideration of Finance and Budget Sub Committee Structure

Valerie Seidel (The Balmoral Group) brought to the Board the proposal of a committee to attend an additional meeting for in-depth review of current grant budgets, financial statements, and related documents. They would attend this meeting just prior to the scheduled board meetings. An example agenda was provided in the packet from F.I.N.D. which includes statements of all items paid that month. The proposed initial committee composition contained the members nominated at the last board election that did not receive a position (Commissioner Wayne Dukes, Commissioner Smokey Parrish, Commissioner Scott Carnahan) and Commissioner Lane Lynchard who held formal accounting/financial training credentials. Commissioner Chris Constance (Charlotte) noted that these meetings would be before the full board meetings, be publically noticed and have meeting minutes. Commissioner Bender also made a recommendation to include Matt Posner, RESTORE Coordinator, Escambia County. Any board member could attend if they wished. Commissioner Scott Carnahan (Citrus), made the motion to approve the Finance and Budget Sub Committee second by Commissioner Chris Constance (Charlotte). All in favor. Action approved.

ACTION: APPROVED

Agenda Item 12 – Establish 2019 Audit Committee

Valerie Seidel (The Balmoral Group) brought to the Board the proposal to establish an audit committee. This is the first year the Consortium will have an official audit committee. A non-board member can serve on the behalf of the board due to special requirements for the audit committee. The following were recommended for the audit committee due to having previously served on the committee for Audit

Procurement or due to their specific education or training: Lane Lynchard (Santa Rosa), Ron Oakley (Pasco, alternate), Robert Bender (Escambia, alternate) and Larry Jones (Walton), as well as up to three County staff who participated in the audit procurement. It was noted that all positions would be filled based on availability. Commissioner Phil Griffiths (Bay), made the motion to approve the Audit Committee, second by Commissioner All in Robert Bender (Escambia). All in favor. Action approved.

ACTION: APPROVED

Agenda Item 13 – Potential Structure for Administration costs of Grant-eligible compliance costs

Valerie Seidel (The Balmoral Group) brought to the board a discussion item regarding grant eligible compliance costs. She mentioned that this was not related to staff contracts. She presented three scenarios: One – estimated costs that are grant-eligible but not grant specific are allocated to each project pro-rata to be assessed at 1/69th of the estimated annual costs; Two: SEP amendment to include a separate implementation project to cover recurring grant-eligible but non-project specific costs which is allowed under section 4.1.1 of the RESTORE Act; three: either scenario one or two is selected but costs of preparing and processing SEP amendments are separately charged to the specific counties requiring the change. Staff recommended Scenario Two, which is the approach that Mississippi uses and the cleanest way, and for approval to seek Pre-Award costs to prepare a grant application. The Executive Committee recommended Scenario Two. Gary McAlpin (Collier), made the motion for recommendation of scenario two, David Edwards (Wakulla), seconded. All in favor. Action approved.

ACTION: APPROVED

Agenda Item 15 – Support for funding for economic diversification

Dan Dourte (The Balmoral Group) brought a request to the board for comments and approval to release a letter of support for Economic Diversification, to be considered for acceptance and transmittal by The Gulf Consortium. Commissioner Phil Griffiths (Bay) commented that the Triumph money is administered under a political board, that the 25% has been going to the state and it was probably already budgeted for. Board discussion continued about submitting the letter, and incorporating updates. Commissioner John Meeks (Levy) made the motion to move forward, seconded by Commissioner Betsy Barfield (Jefferson). All in favor. Action approved.

ACTION: APPROVED

Agenda Item 16- Policy Concerning appointment of Executive Committee Alternate Members

Chairman Warren Yeager (Gulf) recognized Lynn Hoshihara (NGN), and congratulated her on her new baby. Lynn Hoshihara (NGN), turned it over to Evan Rosenthal (NGN) who brought to the Board the option for two “At-Large” alternate members selected by the Chair, Vice Chair and Secretary-Treasurer in the event any of the previous “At-Large” members were unable to attend a meeting. Commissioner Betsy Barfield (Jefferson) asked how the Executive Committee meetings were held and if the board members would submit their interest to be an alternate executive member similar to how the board elections are run. Evan Rosenthal (NGN) replied that the meetings were by phone a few weeks prior to the board meetings and confirmed that it was open to all board members. Commissioner Chris Constance (Charlotte) commented that the Executive Committee meetings were held by phone, publically noticed and anyone or board member could call into these meetings. Commissioner Scott Carnahan (Citrus) made the motion to approve Executive Committee Alternate Members, seconded by George Neugent (Monroe) All in favor. Action approved.

ACTION: EXECUTIVE COMMITTEE APPROVED

Agenda Item#4-Manager’s Report

Chairman Warren Yeager (Gulf) recognized Valerie Seidel (The Balmoral Group) who gave an update on the items included under the managers report in the Agenda. This included a renegotiated Fiscal Agent Contract, an update on the external audit, SEP Grants and the SSEP which was just approved. There were no questions on this item. No action was required.

Agenda Item #6 – Manager’s Report- Grant Status: SSEP

Valerie Seidel (The Balmoral Group) gave an update status on the SSEP. Importantly, the risk rating for the Consortium had been reduced from high to moderate due to the procedures put in place by the SSEP, which was approved that same week. Because no grants had been processed yet, the rating could not go any lower than moderate at this time but it was good news for the consortium. There were no questions on this item. No action was required.

Agenda Item#7 – Manager’s Report – Grant Status: SEP

Valerie Seidel (The Balmoral Group) provided an update on the status of the SEP. They had received verbal but not written approval on SEP pre-award costs. The Planning Grant would be extended under a No-Cost Extension to pay for the external audit. Moving forward, the financials would include SEP costs. There were no questions on this item. No action was required.

Agenda Item 9– Financial Statements

Valerie Seidel (The Balmoral Group) provided updated financial statements to the Board through January 31, 2019. There was \$200,000 in the operating account and a timing issue on the Income Statement due to NGN invoices relating to SSEP Pre-award effort that have not been invoiced yet. There were no questions on this item. No action was required.

Agenda Item 16 – Public Comment

Jessica Bizba (NWF) made a public comment that this would be her last RESTORE meeting and a plan was in place for The Balmoral Group to continue coordinating the RESTORE meetings in conjunction with Consortium meetings. Matt Posner thanked Jessica for her service to RESTORE and provided her with an award.

Larry Jones (Walton) asked about Agenda Item 8 – what was the criteria for bundling applications. Dan Dourte (The Balmoral Group) replied that the main criteria was that the projects had the same Council goals and objectives, the same metrics and be similar in scope. Larry Jones (Walton) asked if they were approved as a whole or individually in the bundle. Dan Dourte (The Balmoral Group) replied that they would be reviewed as a whole and at post award they would have separate agreements. The savings would be on reporting. Their fates were intertwined. It was a learning process with the first bundle. Larry Jones (Walton) asked if a County could unbundle a project, and Dan Dourte (The Balmoral Group) replied that they could if they wished. Larry Jones asked that if all 4 projects in were approved if they could get feedback or if they fail then they could know what to avoid. Dan Dourte (The Balmoral Group) replied yes, that they would be getting that feedback from RESTORE.

Commissioner John Meeks appealed to Commissioner Nancy Detert (Sarasota) who was a former senator to see if she could review the letter from Agenda Item 15. Commissioner Nancy Detert (Sarasota) said she had reviewed it and noted that they should put what they want at the top and keep it simple. She did not see anything wrong with the letter.

Agenda Item 17 – Upcoming Board Meeting

The next board meeting is to be held at the Hyatt Regency Orlando on June 13th at 2pm.

Agenda Item 18 – Adjourn

There being no further business, Chairman Yeager adjourned the meeting at 9:50am.

DRAFT

AGENDA ITEM 3b

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 3b
Approval of April 26, 2019 Minutes**

Statement of Issue:

Request to approve the minutes of the April 26, 2019 meeting of the Gulf Consortium Audit Committee.

Options:

- (1) Approve the April 26, 2019 minutes as presented; or
- (2) Amend and then approve the minutes.

Recommendation:

Motion to approve Option 1.

Prepared by:

Amanda Jorjorian, The Balmoral Group
On: June 5, 2019

Attachment:

Draft Minutes, April 26, 2019 meeting of the Gulf Consortium.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Audit Committee Meeting
March 26, 2019, Time 9:00 a.m. (Eastern)
Teleconference

Members in Attendance: Robert Bender (Escambia County), Lane Lynchard (Santa Rosa), Heather Larson (Sarasota), Larry Jones (Walton County)

Also in Attendance: Angela Balent, CPA (Warren Averett), Tara Godbey (Warren Averett) Valerie Seidel (The Balmoral Group), William Smith (The Balmoral Group) Evan Rosenthal (Nabors, Giblin & Nickerson)

Agenda Item 1 – Call to Order

Valerie Seidel (The Balmoral Group) called the meeting to order at 9:00am (ET).

Agenda Item 2 – Roll call

Valerie Seidel (The Balmoral Group) called the roll. Attendees as above.

Agenda Item #3 – Additions or Deletions

There were no additions or deletions to the agenda.

Agenda Item #4 – Public Comments

None

Agenda Item#5-Audit Review

Valerie Seidel (The Balmoral Group) recognized Angela Balent (Warren Averett) who presented to the committee the draft 2018 Audit Report for review, discussion and approval. Angela Balent (Warren Averett) noted that the material weaknesses identified by last year's auditors had been addressed by management and all corrective actions completed. This year's audit resulted in an unmodified opinion, which is the highest level of assurance, and found no weaknesses in internal control, significant deficiencies or material noncompliance. Lane Lynchard (Santa Rosa) made the motion to approve the Audit to the full board, seconded by Robert Bender (Escambia County). All in favor.

APPROVED

Agenda Item #6-Future Audit Committee Meeting

Valerie Seidel (The Balmoral Group) noted that there would not need to be an additional audit review meeting because there were no findings but they would send out dates for February 2020 to review the 2019 audit.

Agenda Item #7-Adjourn

There being no further business, Chair Commissioner Scott Carnahan (Citrus) adjourned the meeting at 9:15am.

AGENDA ITEM 3c

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 3c
Approval of April 24, 2019 Minutes**

Statement of Issue:

No action necessary. The Finance Minutes do not need to be approved by the board and the minutes of the April 24, 2019 meeting of the Gulf Consortium Finance and Budget Committee are included for information only.

The Finance and Budget Committee will approve the minutes at their June 13th Meeting

Recommendation:

Informational only.

Prepared by:

Amanda Jorjorian, The Balmoral Group
On: June 5, 2019

Attachment:

Draft Minutes, April 24, 2019 meeting of the Gulf Consortium Finance and Budget Committee.

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Finance and Budget Committee Meeting
March 24, 2019, Time 4:00p.m. (Eastern)
Teleconference

Members in Attendance: Scott Carnahan (Citrus), Matt Posner (Escambia County), Lane Lynchard (Santa Rosa)

Also in Attendance: Valerie Seidel (The Balmoral Group), Dan Dourte (The Balmoral Group), William Smith (The Balmoral Group) Evan Rosenthal (Nabors, Giblin & Nickerson)

Agenda Item 1 – Call to Order

Valerie Seidel (The Balmoral Group) called the meeting to order at 2:31pm (ET).

Agenda Item 2 – Roll call

Valerie Seidel (The Balmoral Group) called the roll. Attendees as above.

Agenda Item #3 – Election

Valerie Seidel (The Balmoral Group) noted that Evan Rosenthal and Lynn Hoshihara of Nabors, Giblin & Nickerson suggested that a chair and vice chair should be selected for the Finance and Budget Committee meetings. She asked if anyone would like volunteer for the positions. There was no protocol in the bylaws specific to this Committee. Commissioner Scott Carnahan (Citrus) commented that he would step up as chair. There were no disagreements to this decision. Lane Lynchard (Santa Rosa) said he would be vice chair. No disagreements. Commissioner Scott Carnahan (Citrus) was confirmed as chair and Lane Lynchard (Santa Rosa) as vice chair.

Agenda Item #3 – Additions or Deletions

There were no additions or deletions to the agenda. Matt Posner (Escambia) made the motion to approve the final addition, seconded by Lane Lynchard (Santa Rosa).

ACTION: APPROVED

Agenda Item #4 – Public Comments

None

Agenda Item#5-Financial Statements for March 2019

Chairman Scott Carnahan (Gulf) recognized Valerie Seidel (The Balmoral Group) who provided the balance sheet, profit and loss statement, cash receipts journal and cash disbursements journal for review by the committee. There was not a lot of activity on the account, the SSEP grant had been approved but no invoices as of the end of March. The activity in the planning grant was the audit expense. It was approved by RESTORE to leave the SEP Planning Grant open for this reason and after the audit was complete, the SEP Planning Grant would be closed. She commented that the bank fees were high and they were working on getting those reduced. Lane Lynchard (Santa Rosa) agreed on the bank fees. He asked if the check detail report could have a line for Payee. Valerie Seidel (The Balmoral Group) commented that they would add that to the reports going forward.

Agenda Item #6-March 2019 Budget Summary and Project Status Expenditure Reports

Valerie Seidel presented the budget summary and status of project expenditures to date. She reiterated that there was not a lot of activity at this time but that this would be the meat of the agenda in future meetings with a more detailed line item and brief abstracts of the projects. The project status expenditure table showed the budgeted amount for the current year and actual year to date expenditures which were management fees. They were tracking well against the budget.

There were two grants that had not been submitted as of yet since they were waiting for information. The committee commented that they were good with the current structure noting that it may be refined as more activity comes in.

Agenda Item #7-Delegation of Authority Report

Valerie Seidel brought to the committee the consideration of a report on Delegation of Authority actions that the general manager made from the last board meeting to the current month. She included an example from the FIND Finance Committee and noted that in the future, there may need to be some delegation authorized for certain items; specifically contract approvals so they would not have to wait until the board meetings for approval. One approach would be to delegate authority for contract execution if standard terms and conditions were within certain parameters, then the contract could be brought back for ramification. Evan Rosenthal (NGN) said the authority could be delegated to either the chair or the executive committee to keep projects moving a little quicker. The full board would have to agree on the delegation. The committee agreed that this should be brought to the full board for discussion and agreement on allowable terms for delegation authority.

Agenda Item #8-Consideration of Additional Committee Members

Valerie Seidel brought to the committee the consideration of adding additional willing committee members with financial expertise. Currently Yana Matiyuk of Pinellas County and Heather Larson of Sarasota County were potential candidates and it would be preferable to have a few more committee members due to scheduling constraints. Chair Commissioner Scott Carnahan (Citrus) had no issue adding both, Lane Lynchard (Santa Rosa) agreed and made the motion to move forward, seconded by Matt Posner (Escambia). Evan Rosenthal commented that this was a recommendation to the full board to approve adding the additional members to the Finance and Budget Committee.

ACTION: APPROVED

Agenda Item #9-Future Agenda Items.

This was a placeholder for additional agenda items. There were none at this time. Valerie Seidel (The Balmoral Group) asked for any committee feedback on the format of the agenda and if there was anything else they wanted to see included. The committee agreed that the format was fine but one sheet with line items budget vs actual would be helpful as well as a preview of the projects in line for future submittal. Valerie Seidel (The Balmoral Group) asked if there was a preference on distribution of the agenda packet which was FAR noticed and posted to the website but sent to only the Finance and Budget Committee. The committee agreed to keep it to the smaller amount of people. Any interested party would be able to call in or comment.

Agenda Item #10-Adjourn

There being no further business, Chair Commissioner Scott Carnahan (Citrus) adjourned the meeting at 3:08pm.

AGENDA ITEM 6

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 6
Manager's Report**

Statement of Issue:

Presentation of the Manager's report. For information only; no action is required.

Background:

The Manager's report will be given verbally at the Board meeting on June 13, 2019.

Prepared by:

Valerie Seidel
The Balmoral Group, Manager
On: June 5, 2019

AGENDA ITEM 7

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 7
Grant Status Update: PSEP**

Statement of Issue:

Update on the status of the PSEP Grant. For information only; no action is required.

Background:

The Manager identified that the PSEP could be used to pay for this year's required Single Audit and obtained approval at the March Board meeting to extend the PSEP. As the PSEP was originally planned to be finalized in January following final payment to ESA, a No-Cost Extension was submitted to allow for payment of the audit.

Most Recent Activity:

The audit has been completed. The No-Cost Extension was approved by Council on May 23, 2019, allowing for the period of performance under the PSEP to extend through August 23, 2019. As the Compliance Cost grant is currently in preview mode, the PSEP was not closed out to allow for final determination of whether Council has discretion to use the PSEP as a mechanism to fund some compliance costs. Subsequently, we have been notified that the Compliance Costs cannot be funded through the PSEP. Some additional administrative costs may be able to be funded through the PSEP. Otherwise, the final grant close-out documents will be processed once the audit payments clear.

Recommendation:

For information only.

Prepared by:

Valerie Seidel
The Balmoral Group, Manager
On: June 5, 2019

AGENDA ITEM 8

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 8
Manager's Report – Grant Status: SSEP**

Statement of Issue:

Update on the status of the SSEP Grant. For information only; no action is required.

Background:

The Consortium submitted a Stand-up SEP Grant application to underwrite the administrative architecture required to be eligible for SEP implementation. The SSEP plan addressed accounting and grant management systems, and establishing Consortium policies and procedures and internal controls, to be in compliance with 2 CFR Part 200 and RESTORE Council's OSA. The Manager was advised in 2017 that the Consortium was rated as High-Risk by Council, and a primary goal of the SSEP was to achieve a better risk rating. The Consortium was advised that its Risk Rating was lowered to Moderate on February 25, 2019.

Pre-award costs to implement the SSEP were approved on May 30, 2018. In addition to implementing federally compliant policies and procedures, internal controls and subrecipient monitoring systems, the SSEP included tasks for implementing new grants management software and fiscal agent contracting with Leon County. The grants management software system was implemented and in use by subrecipients on March 20, 2019. The Leon County contract was executed on May 23, 2019.

Most Recent Activity:

The approved SSEP agreement was executed on March 12, 2019. The original SSEP budget approved by the Board totaled \$221,028. Pre-award costs of \$187,500 were incurred and invoiced, including \$51,000 in legal fees. The invoice was approved by Council on May 28, 2019, representing the first drawdown of funding for implementation costs.

Software and other costs were partially deemed post-award costs, and will be included in a final invoice under the SSEP prior to commencing close-out procedures.

Recommendation:

For information only.

Prepared by:

Valerie Seidel
The Balmoral Group, Manager
On: June 5, 2019

AGENDA ITEM 9

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 9
Financial Statements**

Statement of Issue:

Presentation of the most recent monthly financial statements. The report also includes a snapshot of the Trust Fund Balance and pending Grant applications for SEP Implementation.

Background:

Financial Statements are produced monthly for the Consortium. Additionally, attachments include a snapshot of the Trust Fund Balance, showing the total funds in the Trust Fund, the amounts allocated to the SSEP and PSEP, and the amounts pertaining to pending Grant Applications for SEP projects. The Consortium is on track to achieve operational efficiency, with all costs well below budgeted amounts. Management costs for SEP Implementation this fiscal year have averaged less than half the budgeted hours, year to date.

Attachments:

- a) Financial Statements through April 30, 2019 – Balance Sheet and income statement
- b) Dashboard Trust Fund Balance

Prepared by:

Richard Bernier
The Balmoral Group
On: June 4, 2019

Gulf Consortium Balance Sheet As of April 30, 2019

Apr 30, 2019

ASSETS

Current Assets

Checking/Savings

Seaside Bank (Operating) 185,872.79

Wells Fargo Account (Grant) 557.74

Total Checking/Savings 186,430.53

Accounts Receivable

Gen - Fund Accounts Receivable 4,135.00

Total Accounts Receivable 4,135.00

Other Current Assets

Prepaid - Grant 199,609.30

SSEP Grant Funds 21,428.70

AR Other 18,000.00

Total Other Current Assets 239,038.00

Total Current Assets 429,603.53

TOTAL ASSETS 429,603.53

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable - Grant 205,809.30

Accounts Payable 55,990.59

Total Accounts Payable 261,799.89

Other Current Liabilities

Accrued Liabilities - Grant 21,428.70

Total Other Current Liabilities 21,428.70

Total Current Liabilities 283,228.59

Total Liabilities 283,228.59

Equity

Unrestricted Net Assets 154,486.03

Net Income (8,111.09)

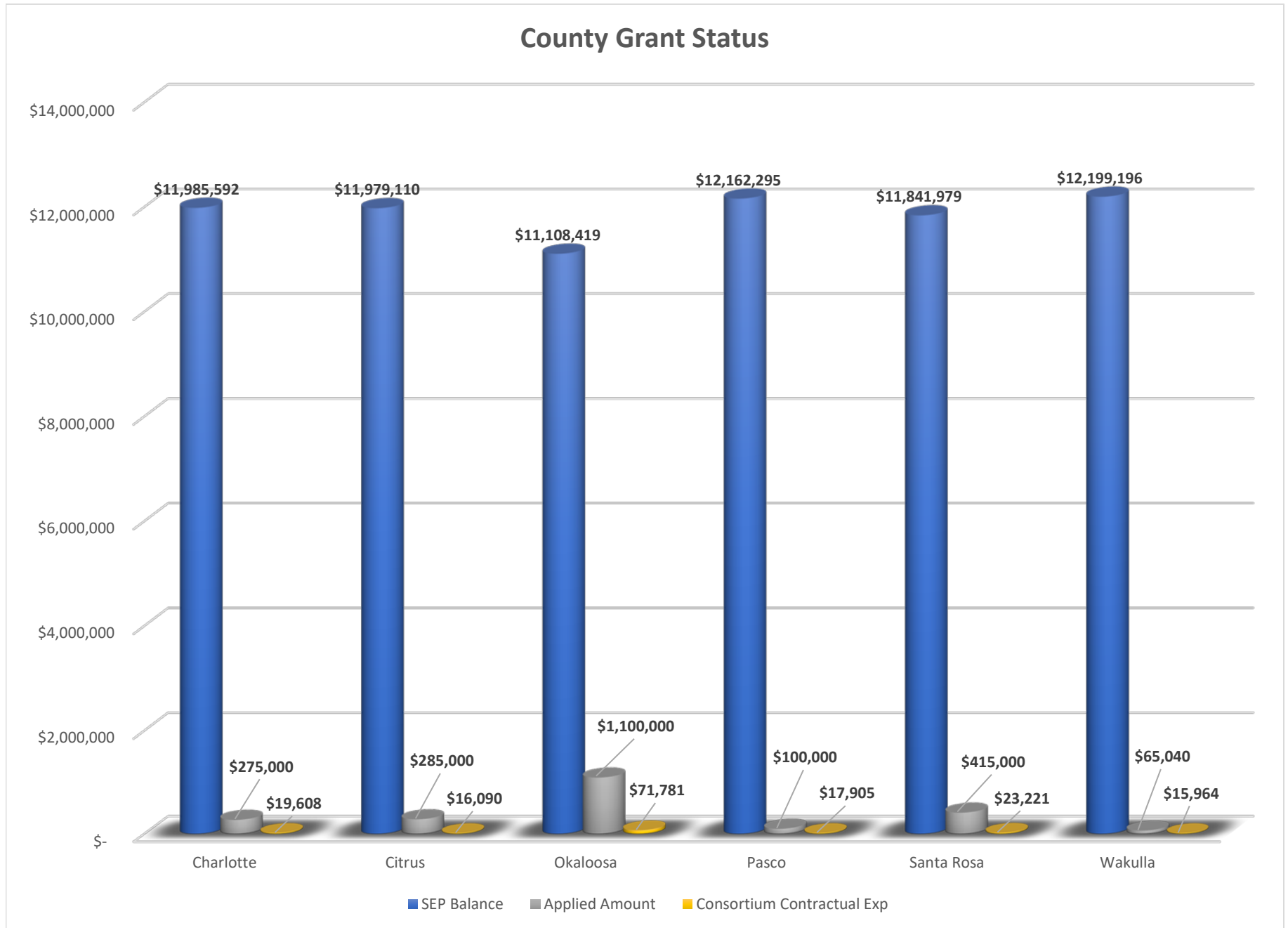
Total Equity 146,374.94

TOTAL LIABILITIES & EQUITY 429,603.53

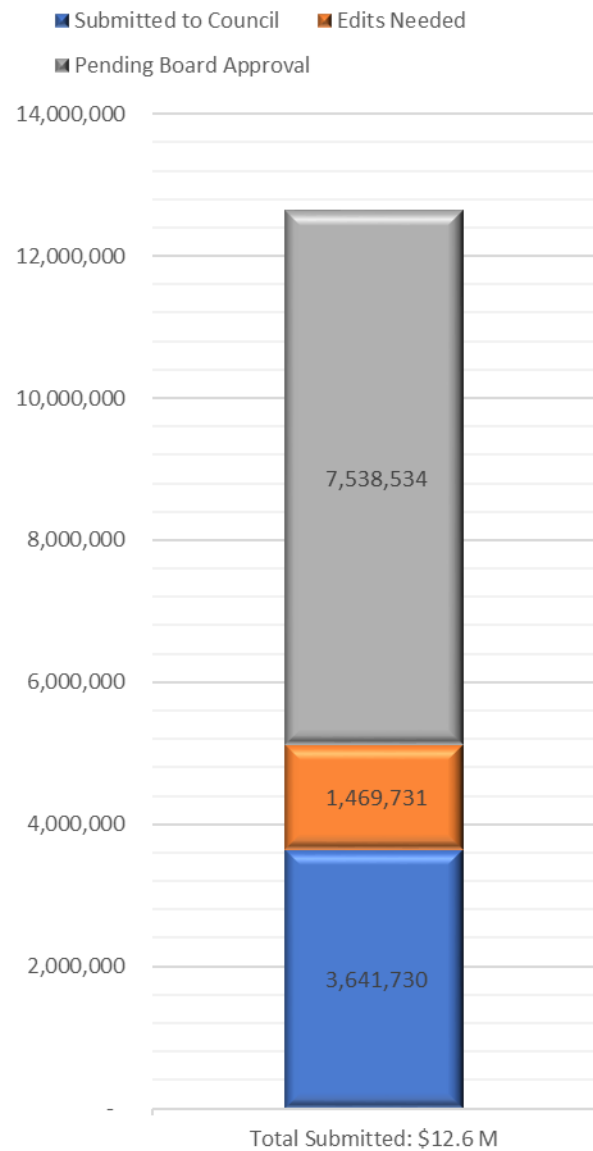
Gulf Consortium Profit & Loss

October 2018 through April 2019

	<u>General Fund</u>	<u>SEP Grant</u>	<u>SSEP Grant</u>	<u>TOTAL</u>
Income				
Grant Income	-	-	-	-
County Dues Funding	70,025.00	-	-	70,025.00
Total Income	<u>70,025.00</u>	<u>-</u>	<u>-</u>	<u>70,025.00</u>
Expense				
Reporting Fees	142.24	-	-	142.24
SSEP Grant Expenses	-	-	-	-
Legal	16,031.36	-	-	16,031.36
Management Fees	47,709.25	-	-	47,709.25
Accounting	-	-	-	-
Meeting Expense	12,658.52	-	-	12,658.52
Bank Service Charges	1,419.72	-	-	1,419.72
Special District Fees	175.00	-	-	175.00
Total Expense	<u>78,136.09</u>	<u>-</u>	<u>-</u>	<u>78,136.09</u>
Net Income	<u><u>(8,111.09)</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>(8,111.09)</u></u>

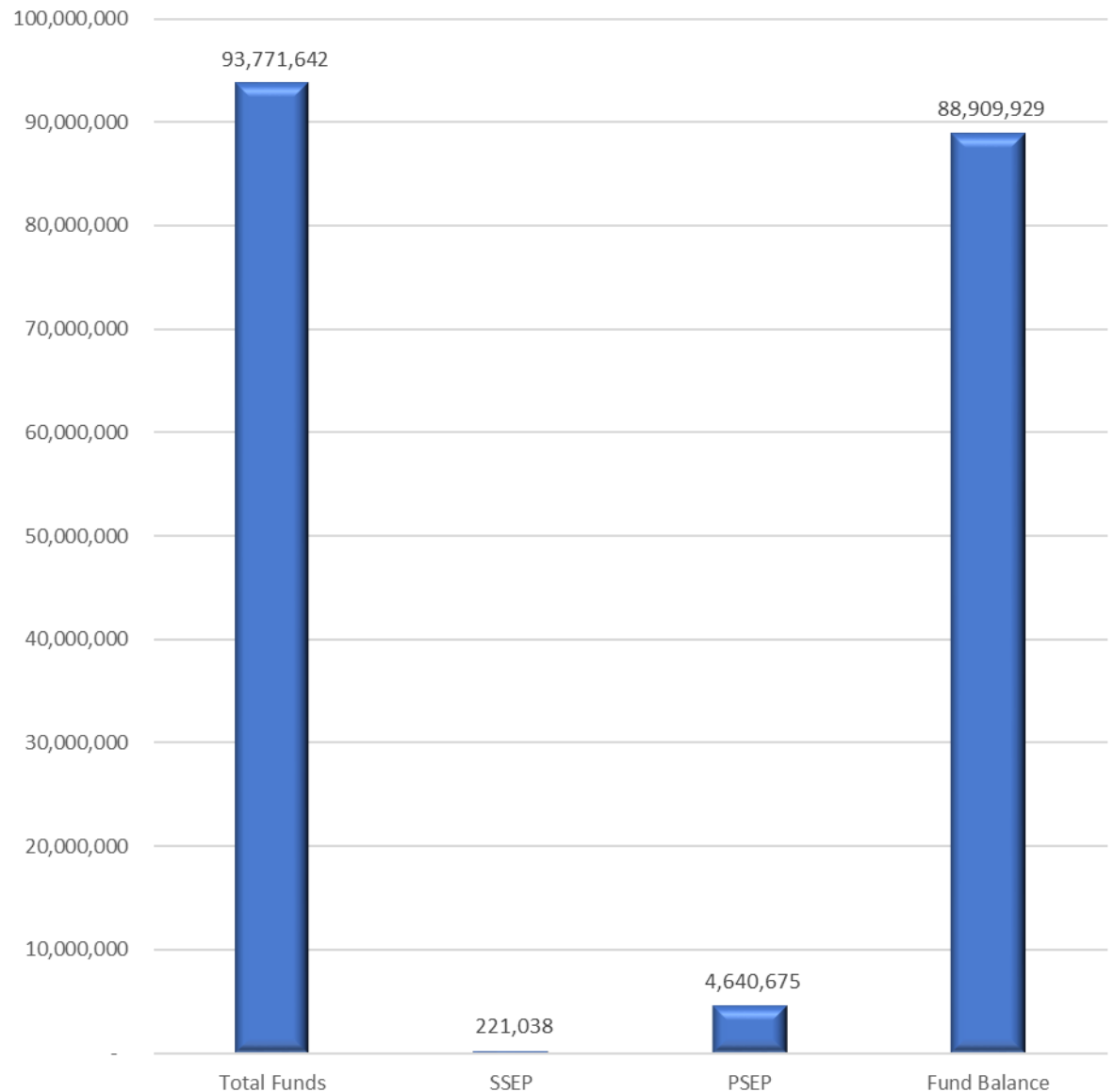


GRANT STATUS

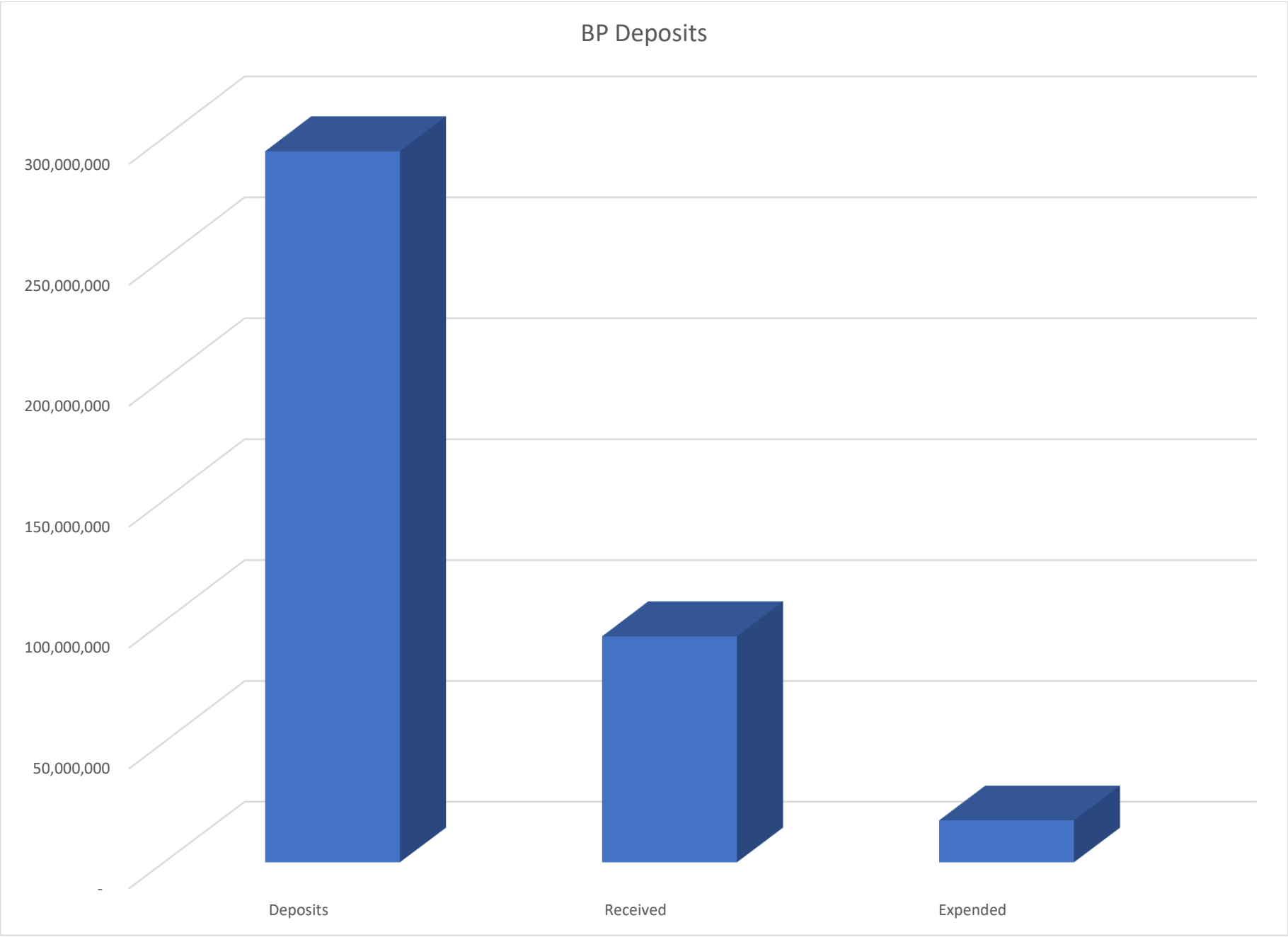


Grant Applications pending submittal or submitted – On approval, will reduce Fund Balance correspondingly.

TRUST FUND



Trust Fund balance allocated to approved Grants - \$88M fund balance will be reduced by value of pending Grant applications - \$12M - upon approval by Council.



AGENDA ITEM 10

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 10
Compliance Cost Grant application for review and discussion**

Statement of Issue:

At the March 28 Board meeting, it was determined to seek funding for administrative costs that are grant-eligible but not project-specific through a Grant application.

Background:

The General Manager noted in May, 2017 that certain administrative costs would be incurred throughout the Implementation phase that are grant-eligible, but not project-specific. Funding to cover administrative costs that were necessary to reach implementation eligibility were covered through the SSEP Grant Application, which was approved in March 2019 and had the first funding draw down approved May 2019. For administrative costs that are grant-eligible going forward, discussion with Council identified a Grant application opportunity. Staff was directed at the March board meeting to proceed with a draft Grant application.

A draft grant application was prepared using estimated hours for annual reports, administration of annual audits, updating software training and related RESTORE-eligible costs that are not allocable to a specific county project. A time frame of three years was indicated as reasonable, as costs in the second three years of implementation may be quite different than in the first three years. As Council has suggested that estimates should be generous to avoid amendments requesting additional funding, all estimates are on the high side based on past history. For example, staff work on SEP applications was budgeted at 36 hours per application or about \$6,000, but has averaged 10-15 or about \$2,000, depending on complexity. Similar approaches were used in preparing this cost estimate. The total averages about 220 hours per year plus contractor costs for audit expenses, for an average of \$64,000 per year. The hours include two amendments and two procurements per year, which may or may not be necessary but are included in the budget.

Analysis:

Staff has prepared a draft Compliance Cost Grant application for discussion purposes. At this time, it has been determined that an SEP Amendment will be required. In the event an amendment is required, the grant application may be either (a) filed with the next SEP amendment triggered by a county request to change a project, which would require paying administrative costs out of county dues in the meantime, or (b) filing a specific amendment to accommodate the Compliance Costs grant. As board direction is yet to be determined, at this writing, no schedule has been prepared for public notice and other requirements or costs. A breakdown of the calculations used in the estimate follows.

Category	Task	Annual Not to Exceed
Contractual	Single Audit	\$ 13,400
	Financial Audit	\$ 5,600
	SF-425 Compliance	\$ 1,813
	Required Reporting to RESTORE March 31	\$ 1,813
	Required Reporting to RESTORE Sept 30	\$ 1,813
	OSA Compliance	\$ 1,360
	Procurement	\$ 17,000
	SEP Amendment	\$ 3,060
	Risk Committee Policy Review	\$ 3,400
	Contingency	\$ 8,333
Equipment	Wizehive annual fee	\$ 6,360
	Totals	\$ 63,953

Attachment:

Draft Grant application for Compliance Costs.

Recommendation:

1. Approve the Compliance Cost Grant application.
2. Other Board Direction.

Prepared by:

Valerie Seidel
The Balmoral Group, Manager
On: June 5, 2019

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Project Abstract

The Gulf Consortium will complete all compliance cost activities associated with the single project of the approved Stand-Up State Expenditure Plan. Certain costs of managing compliance for the Consortium are grant eligible, such as the annual audit and the cost of SEP amendments, but may not be grant-specific or project-specific. The proposed project is to develop and implement a RESTORE Council-approved formal structure to administer, allocate and collect costs of managing compliance of all projects contemplated by Florida's State Expenditure Plan (in 23 Gulf Coast counties).

Project Narrative

Project Title: Compliance, Coordination, and Adaptive Management

Methodology / Approach

Purpose/objective of this project: The Gulf Consortium (Consortium) is Florida’s designated implementing entity for Oil Spill Impact funds. The Consortium proposes to develop and implement a RESTORE Council-approved formal structure to administer, allocate and collect costs of managing compliance. Section 4.1.1 of the RESTORE Act lists “administrative cost of complying with the Act” as an eligible project for funding.

This project aligns with the following Gulf-wide Council goals:

- Restore and Revitalize the Gulf Economy: Enhance the sustainability and resiliency of the Gulf economy; and
- Restore and Conserve Habitat: Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats.

This project supports the following Gulf-wide Council objectives:

- Improve Science-Based Decision-Making Processes
- Restore, Enhance, and Protect Habitats

This project will include a separate SEP implementation amendment to cover recurring grant-eligible but non-project specific costs which are allowed under section 4.1.1 of the RESTORE Act. There are a number of federal recordkeeping and reporting requirements that the Consortium is mandated to complete, regardless of the level of grant activity occurring. This proposed implementation project will allow grant-eligible costs to be recouped (assuming they meet all necessary requirements) from RESTORE funds while allowing the Consortium to continue the submittal of project implementation grant applications to carry out the SEP’s 69 projects, as well as allocate project grants among all 23 counties in an equitable fashion. Mississippi has used this approach for assistance to support compliance associated with coordinated restoration planning efforts and the development of SEP amendments. This project will maximize the effectiveness of coordination of restoration in the Gulf Coast Region and the development of new and/or amended State Expenditure Plan(s).

Scope of work: The scope of work involves assistance in the development,

coordination, and execution of the grant awards for projects listed on the SEP. This includes preparing an SEP amendment to cover recurring grant-eligible but non-project-specific administrative costs of complying with the Act. This project would include audit costs, grants management software costs, overall Consortium reporting that is non-grant-specific (such as SF – PPR: Performance Progress Reports), Property Inventories, performance progress report costs, project milestone reports, etc.) and SEP amendments in active grant applications in order for those costs to be recouped from project grants. This would offset the uncertainty of ongoing compliance costs and result in a more efficient and stable source of funds for maintaining compliance with all required rules. Key tasks include preparing the SEP amendment; preparing the SEP Compliance Cost Grant application; initiating and completing key administrative activities annually, semi-annually or at other periods required under federal rules; annual updates to licenses and training for grant management software; procuring the services necessary for Consortium oversight of sub-awards as required which may include contracting for Best Available Science and other technical reviews given the scope of the SEP; procuring and overseeing required Single Audit annually; annual updates to the Organizational Self-Assessment; policy and procedure documentation for generating and submitting financial and performance reports; policy and procedure documentation for the management of property, equipment, or supplies acquired or improved using federal funding; tracking of open and closed audit issues; monitoring of contractors (e.g., meeting minutes, status reporting, etc.); generating and submitting financial and performance reports; and providing evidence of most recent risk assessment and results, and related tasks.

Roles and responsibilities: The Balmoral Group as General Manager and Nabors, Giblin & Nickerson as General Counsel for the Consortium will have the primary responsibilities for carrying out the development and adoption of the structure for the administration of grant-eligible compliance costs. Additional partners may be brought on-line by the end of the project (in anticipation of SEP project implementation grant requests).

In addition to the Roles and Responsibilities table provided below, a workflow document is attached at the end of this document providing details of the specific duties as assigned to example tasks relevant to this SEP amendment implementation.

Roles and Responsibilities Table

<i>Organization/ Agency/Company</i>	<i>Role</i>	<i>Duties</i>
<i>The Balmoral Group</i>	<i>General Manager, Gulf Consortium</i>	<i>Prepare and submit reports to Council; bookkeeping and preparation of payment requests for the audit; update grants management software licenses and training as required.</i>
<i>Nabors, Giblin & Nickerson</i>	<i>General Council, Gulf Consortium</i>	<i>Legal review of procedures for RESTORE Act and Treasury compliance, due diligence; prepare contracts</i>
<i>Board of Directors (and Executive Committee)</i>	<i>Gulf Consortium</i>	<i>Review, approval or approval with modifications, of all policies, procedures and contracts to implement the CC grant</i>

While technical and BAS review of SEP project implementation grants is not part of the scope of the Compliance Cost Grant itself, securing the services in anticipation of SEP project grants is an administrative task that may be within the scope. Select roles and duties identified above (as “TBD, as required”) may be delegated by the Board to the General Manager or may be contracted for based on cost, capacity and efficiency considerations. These decisions will be made over the life of the project and will reflect deliberation by the Board and the General Manager in conformance with RESTORE Council and federal rules requirements.

Location: Board actions occur at their meetings, held throughout the State of Florida. Support activities to be undertaken under this planning assistance grant will be carried out between the primary office of the Consortium’s General Manager in Winter Park, FL, its secondary office in Tallahassee, FL, and the offices of the Consortium’s General Counsel, also in Tallahassee. The proposed activities at these locations will benefit each of the 23 member counties of the Consortium (i.e., all of Florida’s Gulf Coast) by allowing their projects with the Florida SEP to advance. A list of affected Congressional districts is provided elsewhere in the RAAMS application.

Project Duration: The anticipated start date of the project is July 1, 2019 and the anticipated end date is September 30, 2029. The duration of this **structure for administration of grant-eligible compliance costs for the Consortium, is anticipated to match the performance period contemplated under the overall SEP.**

Approach: The general approach to the SEP amendment is for the Consortium General Manager and General Counsel is to prepare the approach for assistance to support compliance associated with coordinated restoration implementation efforts for Board review

and approval prior to submittal to the RESTORE Council. Following Council approval of the amendment itself, the scope of work follows the outline of grant eligible compliance cost administrative functions (audit, OSA updates, amendment drafts, etc.) described herein. Required reports and processes will be prepared by Consortium staff (General Manager and General Counsel) with input from stakeholders (primarily the subrecipients, depending on the subject matter); these documents are to be brought to the Board over the life of the grant for acceptance, formal approval and submittal to required authorities, as appropriate.

Supporting Information: The above approach reflects input from Council as to how best to accelerate the development of the administrative capacities of the Consortium for SEP implementation and also reflects the needs and gaps identified in a previous Organizational Self-Assessment (2017). Best Available Science is not applicable to the scope of the SSEP project and its approach; however, the proposed structure accommodates needs for BAS reviews of SEP projects during implementation.

Risks and Uncertainties

Risks and uncertainties associated with the proposed scope of work under this grant are primarily related to timing of anticipated outcomes; to allow for uncertainties in this regard two years was specified as the duration. While interagency agreements and select Board approvals may be secured in short order, services from any supporting organization to be procured via contracting will require several months to negotiate, secure Board approval, and eventually execute a contract.

There are no ecological risks associated with this project, save for Florida SEP projects being delayed further. There are no material risks as far as project compliance with environmental or other regulations, permitting, etc. By content and intent, the SEP amendment being developed and implemented is itself intended to ensure compliance with RESTORE Act and Treasury requirements. Budgetary risks, if any, are nominal as far as the scope exceeding the budget and this situation, were it to arise could be addressed by either an amendment to the planning grant or provision of the needed funds by the Consortium itself.

With respect to project operation and maintenance, the grant funding sought under this application is intended to support the key SEP implementation grant-related planning and management activities to be undertaken by the Consortium, prior to the submission of the

first individual Florida SEP project implementation grants. After that point, the Consortium will operate solely on contributions from its member counties and the internal administrative overhead (direct and indirect) to be calculated uniquely for each individual SEP project grant. No further support from Council is anticipated for SSEP development, SSEP grant management and the Consortium's fundamental implementation activities.

Leveraged Funds

No unique external funding is anticipated to be deliberately leveraged directly under the planning assistance grant other than the use of internal Consortium funding for non-grant related activities and the administrative support required to convene the Board for plan, grant, policy and contract approvals and other SSEP scope-related actions. These need not be considered as co-funding, adjoining funding, or building upon other sources. However, to reflect that RESTORE monies are being leveraged, an estimated \$50,000 of Consortium member county contributions to its general operating fund (based on 10 in-person Board meetings at approximately \$5,000 per meeting, each supported by staffed, teleconferenced Executive Committee meetings) will ultimately be matched locally to support implementation of the Comprehensive Plan.

Milestones

Milestone – State Expenditure Plan(s). Two new and/or amended State Expenditure Plans will be written as a result of coordination between the various funding sources.

Milestone – Grant software and audits will be utilized to ensure financial compliance. The proposed project milestones and estimated budgets for each are consistent with the proposed SSEP overall budget and represent key deliverables associated with Council's version of the Organizational Self-Assessment (OSA). Successfully meeting each milestone prior to the end of the project should provide indication that the criteria of the OSA have been met.

Metrics

The metric used to evaluate performance of this project will be: "PRM010- Research - # studies used to inform mgmt. This metric reflects the fundamental purposes of the project including ensuring that the Consortium efficiently and equitably manages any and all contracts and sub-award agreements with all 23 counties. This includes all necessary administration, allocation,

and collection compliance management costs to satisfy Council and all other applicable federal requirements.

The proposed metric is objective in that it relates strictly to the functionality of the Consortium and its relations to Council and its member counties. The proposed metric is quantifiable in that success (and outcome targets) can be reliably tracked throughout the life of the grant in terms of checklist of items to achieved and documented in the Organizational Self-Assessment.

The monitoring strategy will be the application of a checklist of reports and processes (such as completion of the annual audit) approved by the Board and implemented by the Consortium Manager and Counsel, as appropriate. The checklist (i.e., status of Compliance efforts) will be included with each deliverable to Council to indicate both task completion and the timing.

The core activities to support this single metric include the following:

- (1) preparing the OSA update
- (2) completing the annual audit
- (3) preparing and submitting required reports including the SF-PPR
- (4) development of SEP amendment(s)

Environmental Compliance

The proposed grant activities require no consideration of environmental compliance; all activities are either internal administration or contracting/agreements that need no environmental review.

Budget Narrative

1.0 SUMMARY AND JUSTIFICATION

The RESTORE Council's Initial Comprehensive Plan outlined a process to guide the development, evaluation, and selection of activities to ensure consistency with the RESTORE Act's Priority Criteria as well as the Council's goals and objectives. To ensure maximum effectiveness of restoration, a formalized structure is proposed to support administrative tasks which enhance leveraging, integration, and compatibility in the development of new and/or amended SEPs, procurement of grant management software, and administration of compliance.

The Consortium proposes to develop and implement a RESTORE Council-approved formal structure to administer, allocate and collect costs of managing compliance. Certain costs of managing compliance for the Consortium are grant eligible, such as the annual audit and the cost of SEP amendments, but may not be grant-specific or project-specific. The Consortium's SSEP grant set forth mechanisms to support implementation of grants under the SEP. Due to the nature of the annual Trust Fund receipts and individual SEP project costs, projects will not be implemented evenly. Certain annual costs will be incurred by the Consortium regardless of which project grants are outstanding, and will need to be allocated among all 23 counties in an equitable fashion. Grant-eligible costs can be recouped (assuming they meet all necessary requirements) from RESTORE funds.

Total direct costs requested \$191,860.00. This sum requested reflects the amount of \$40,200.00 for a single audit and \$16,800.00 for a financial audit. The amount of \$5,440.00 reflects the cost to complete the SF-425 form to report and track financial data related to this grant award. The annual amount of \$5,440.00 reflects the key administrative activities necessary to complete various required Reports to RESTORE March 31, and \$5,440.00 again to complete the required Reports to RESTORE Sept 30. Additionally, the fee for Wizehive grant management software is \$19,080.00. The amount of \$4,080.00 reflects the administrative activities associated with OSA Compliance. The amount of \$10,200.00 represents the cost of Risk Committee Policy Review. The amount of \$51,000.00 represents input & upkeep for procurement record processing & accounting activities (300 hours total); at this time, few procurements are anticipated but are included for purposes of budgeting. The amount of \$9,180.00 reflects SEP amendments throughout the year (averaging 2 per year). The amount of \$25,000.00 is requested for contingency.

Estimated Costs: The following table summarizes the estimated costs for the all activities addressed by the planning assistance grant.

Category	Task	Estimated Cost
Contractual	Single Audit	40,200.00
	Financial Audit	16,800.00

Category	Task	Estimated Cost
	SF-425 Compliance	5,440.00
	Required Reporting to RESTORE March 31	5,440.00
	Required Reporting to RESTORE Sept 30	5,440.00
	OSA Compliance	4,080.00
	Procurement	51,000.00
	SEP Amendment	9,180.00
	Risk Committee Policy Review	10,200.00
	Contingency	25,000.00
Equipment	Wizehive annual fee	19,080.00
	Totals	\$191,860.00

TOTAL DIRECT COSTS REQUESTED: \$ 191,860.00

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$ 191,860.00
<i>Total Pre-Award Funds Requested</i>	<i>\$0</i>
<i>Total Direct Costs Requested</i>	<i>\$191,860.00</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$ 0</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 PRE-AWARD COSTS (applicable to grant applications only)

Florida is not relying on a state agency to support the administrative and fiduciary responsibilities of implementing Florida's State Expenditure Plan (SEP). Consequently, both requests for pre-award costs are justified in advance of award by the Consortium's need to design and institute the administrative architecture for implementing the SEP. Use of pre-award costs will expedite this process, help ensure that the Consortium meets all Council requirements and expectations for administration, and ultimately advance the successful implementation of the SEP, bringing about its intended benefits to the Gulf of Mexico and its coastal communities. Success of the Consortium and Florida's SEP would be hindered were pre-award costs not approved as Consortium member counties would need to provide adequate advance funding for SSEP-related activities, potentially a significant burden for the smaller members of the Consortium.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 PERSONNEL

The Consortium has no personnel; all services to the Consortium are provided under contract.

TOTAL PERSONNEL: \$0

3.2 FRINGE BENEFITS

The Consortium has no personnel; all services to the Consortium are provided under contract. No fringe benefits apply.

TOTAL FRINGE BENEFITS: \$0

3.3 TRAVEL

This line item does not include travel expenses of a contractor or subrecipient; those costs are included in separate line items described in Section 3.9.

The Consortium has no personnel; all services to the Consortium are provided under contract (and for which overhead addresses travel). No travel expenses apply.

TOTAL TRAVEL: \$0

3.4 CONSTRUCTION and LAND ACQUISITION

No construction or land acquisition activities will be undertaken under this planning assistance grant.

TOTAL CONSTRUCTION/LAND ACQUISITION: \$0

3.5 EQUIPMENT

According to 2 CFR 200.58, Information Technology Systems includes software, which will be required to implement a Consortium-specific grants management system. Additionally, a dedicated computer will be purchased to house Consortium project management and grants management records.

The grant management software (and licensing) cost estimates were derived from quotes received by the manager for three different companies. The estimate chosen was made by estimating the total number of end users and necessary software functionality needed for the Consortium to efficiently process grant requests and accompany documents and compliance. Initialization and maintenance are necessary components of the purchase of the software.

Extensive research into potential options was completed based on information from County RESTORE coordinators experience, suggestions from other project management professionals, and web-based inquiries into available options. In addition to cost, the following criteria were used in the selection of a grant management system: 1) capability for Gulf Consortium personnel to edit forms, 2) grant application (pre-award) and project management (post-award) functionality, 3) flexible file attachment options, 4) QuickBooks integration.

After initial review of the options, three grant management systems were identified as potentially able to satisfy all four of the above criteria: Fondant for GrantMakers <https://grantmakers.fondant.com/>, SurveyMonkey Apply <https://apply.surveymonkey.com/>, and WizeHive <https://www.wizehive.com/grant-management-system>.

Web-based demonstrations were scheduled and completed for each of the three options, and final quotes for all three options were obtained by email or phone from authorized representatives. It was identified during the demonstrations that only WizeHive was able to satisfy each of the four criteria. It is priced similarly to the other two options. Therefore, WizeHive was selected as the grant management system.

Item Name/Description	Unit Cost	Quantity	Total Cost	Pre-Award Costs?
<i>Grant Management Software Annual Fee</i>	\$6,360	3	\$19,080	<input type="checkbox"/>

TOTAL EQUIPMENT: **\$19,080**

3.6 SUPPLIES

No new supplies will receive any pass-through funding under this compliance cost grant.

TOTAL SUPPLIES: **\$0**

3.7 OTHER DIRECT COSTS

No other direct costs will receive any pass-through funding under this compliance cost grant.

TOTAL OTHER DIRECT COSTS: **\$0**

3.8 SUBRECIPIENTS

No subrecipients will receive any pass-through funding under this planning assistance grant.

TOTAL SUBRECIPIENTS: **\$0**

3.9 CONTRACTORS/CONSULTANTS

1. *Names of Contractor* — The only parties eligible to bill for hours and expenses under this planning assistance grant are The Balmoral Group, LLC, and Nabors, Giblin & Nickerson, PA, General Manager and General Counsel for the Consortium, respectively. Additional contractors to the Consortium anticipated during the course of this planning assistance grant include that of the Fiscal Agent and Best Available Science review; however, neither are anticipate to bill against the grant for its duration.

2. *Method of Selection*— Both The Balmoral Group, LLC, and Nabors, Giblin & Nickerson, PA, were competitively procured, pursuant to the procurement procedures of Leon County, FL, which managed advertising, bid review, and preliminary ranking of firms. The Consortium established and appointed committees of professional, senior, county staff to interview and develop final recommendations. The contract of Nabors, Giblin & Nickerson will expire on September 30, 2019. The contract of The Balmoral Group has been amended to recognize the additional Board-approved effort associated with the SSEP, and to extend its term through April 30, 2020.
3. *Period of Performance*—The period of performance for The Balmoral Group is December 1, 2019 to September 30, 2022; the period of performance for Nabors, Giblin & Nickerson is December 1, 2019 to September 30, 2022.
4. *Scope of Work*—As General Manager, The Balmoral Group will either undertake directly or oversee the following tasks contemplated by the SSEP (including, but not limited to): preparation of financial statements, payment requests, audit functions, data entry for payment requests, preparation of final grant packages to be submitted to Council, developing technical assistance for (prospective) sub-awardees, grant management database development and maintenance, contracts and procurements, and development of internal procedures for coordinating Best Available Science and other technical reviews, as will be required by specific SEP projects.

As General Counsel, Nabors, Giblin & Nickerson serves as legal counsel, assists with policy / protocol development and performs contract development and review.

5. *Method of Accountability*—The contractors' progress and performance are monitored by the Consortium Board of Directors in general, and by the Chair and Executive Committee more directly.
6. *Itemized Budget and Justification*—The following table summarizes the anticipated total contract labor expenditures by the primary Consortium contractors. While several categories of expenditures are denoted as pre-award eligible, reimbursement requests under for pre-award costs will not include all of these hours and expenditures. The rate includes anticipated expenses for travel time associated with the several remaining Board meetings needed to implement the SSEP. However, any required meals, lodging, etc., will be funded through the Gulf Consortium's operating budget and not this Planning Assistance Grant.

Position/Role	Duties and Responsibilities	Unit Cost*	Unit	Quantity	Total	Pre-Award Costs?
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Position/Role	Duties and Responsibilities	Unit Cost*	Unit	Quantity	Total	Pre-Award Costs?
Project Manager	<i>General oversight of Grant, including approaches to implementation grant administration, procurement, and technical oversight; Board guidance</i>	\$170.00	per hour	308	\$52,360	<input checked="" type="checkbox"/>
General Counsel	<i>Review of all protocol, policies and procedures for 2 CFR 200 compliance; support for all contracts; support for Board agenda item analysis</i>	\$250.00	per hour	150	\$37,510	<input checked="" type="checkbox"/>
Auditor						

* Rates billed ultimately to the grant will be \$170.00 per hour as established by contract rates between The Balmoral Group and the Gulf Consortium on January 31, 2019.

** These services will be fulfilled by either staff or contracted employee of the manager, or fulfilled by an outside firm, whichever is more cost-efficient. The estimate above is based on a quoted contract to hire rate for a senior grants administrator.

TOTAL CONTRACTUAL PERSONNEL: \$0

The following table outlines other contractors to be secured under this planning assistance grant; however, no costs attach under this grant as any work assigned will be allocated under one or more individual SEP project implementation grants.

Organization	Description	Amount	Pre-Award Costs?
Fiscal Agent	<i>Contract for permanent fiscal agent services for the remainder of the payout</i>	\$0	<input type="checkbox"/>
BAS Reviewer	<i>Provides BAS/technical review for relevant projects as needed; demonstrates subject matter expertise for pertinent scopes</i>	\$0	<input type="checkbox"/>

TOTAL CONTRACTUAL: \$0

TOTAL OF DIRECT COSTS	\$ 191,860.00
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Name of Contractor—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors provided management and legal services on this project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.

7. *Method of Selection*— The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium.
8. *Period of Performance*— start data: 12/1/2019 (pre-award costs only authorized for grant application preparation); project end date: 9/30/2022
9. *Scope of Work*—the scope of work for The Balmoral Group includes: The scope of work involves assistance in the development, coordination, and execution of the grant awards for projects listed on the SEP. This includes grant-eligible but non-project-specific administrative costs of complying with the Act. This project would contain audit costs, grants management software costs, overall Consortium reporting that is non-grant-specific (such as SF – PPR: Performance Progress Reports), Property Inventories, performance progress report costs, project milestone reports, etc. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establish of subrecipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to subrecipients and contractual service providers.
10. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
11. *Itemized Budget and Justification*— The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/year; 176 hours total), legal services (Nabors Giblin & Nickerson, 100 hours total), and fiscal agent services (3 basis points on total costs). Fiscal agent services are budgeted at the rate agreed to between The Gulf Consortium and Leon County of 3 basis points of total disbursements. Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	\$170/hr	176 hours	\$29,920	<input checked="" type="checkbox"/>
Nabors Giblin & Nickerson	Subrecipient agreements and legal services	\$250/hr	100 hours	\$25,000	<input checked="" type="checkbox"/>

Leon County Clerk	<i>Fiscal agent services</i>	<i>3 basis points</i>	<i>% of total disbursements</i>	<i>\$316</i>	<input type="checkbox"/>
Auditor	Annual financial audit	\$16,800	audit	\$16,800	<input type="checkbox"/>

TOTAL CONTRACTUAL: \$

TOTAL OF DIRECT COSTS	\$
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4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

The Gulf Consortium does not at this time have approved negotiated indirect cost rate agreement (NICRA). The Consortium does not expect to have any indirect costs reimbursed by the grant.

TOTAL OF ALLOWABLE INDIRECT COSTS: **\$0**

5.0 PROGRAM INCOME

No program income will be earned by the recipient as a result of the award during the award period.

TOTAL PROGRAM INCOME ANTICIPATED: **\$0**

6.0 CASH DRAWDOWN PROJECTIONS

Up to a total of four Cash Drawdown Projections are proposed to be entered in RAAMS for the following items: (a) pre-award costs for the Development of SSEP and Development of Planning Assistance Grant Application; (b) pre-award costs related to the policy creation and associated stand up deliverables, including the updated OSA, subrecipient protocols and grant-related training; (c) reimbursable costs for contracting with fiscal agent, BAS and other technical support, grant software and dedicated computer, needed follow-through on SSEP implementation, and (d) the project close out.

With Grant Award Approval anticipated prior to March 31, 2019, documented pre-award expenditures may be submitted immediately upon approval. The primary set of OSA milestone-driven deliverables was approved by the Board at its November 29th 2018 meeting; the documented costs for developing these will be submitted jointly.

Requests for reimbursements for the remaining deliverables (including a final, updated OSA) will be submitted within one month of Board action regarding any subsequent SSEP milestone.

The following table provides estimate cash drawdowns:

To be provided in RAAMS.

Council Environmental Compliance Checklist

The proposed grant activities require no consideration of environmental compliance; all activities are either internal administration or contracting/agreements that need no environmental review.

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Historic Preservation Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Fish and Wildlife Coordination Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Zone Management Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Barrier Resources Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Farmland Protection Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 404	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 401	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
River and Harbors Act Section 10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Protection, Research and Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Mammal Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Marine Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Migratory Bird Treaty Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Bald and Golden Eagle Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Air Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Observational Data Plan (ODP)

Project Information

Project name:

Compliance, Coordination, and Adaptive Management

Agency:

The Balmoral Group, LLC

Project phase (planning/implementation):

Implementation

Project phase(s) to which this ODP pertains:

Implementation & Post-implementation

Project ODP point(s) of contact:

Gulf Consortium: Dan Dourte • (407) 629-2185 ext 113 • ddourte@balmoralgroup.us

Expected observational data collection start and end dates:

July 2019 – September 2021

Short description of the project location:

The proposed project is to develop and implement a RESTORE Council-approved formal structure to administer, allocate and collect costs of managing compliance of all projects contemplated by Florida's State Expenditure Plan (in 23 Gulf Coast counties).

Short description of the overall project construction features:

There are no construction features.

Overall project goals and objectives:

The objective of this SEP amendment is to include a separate implementation project to cover recurring grant-eligible but non-project specific costs which are allowed under section 4.1.1 of the RESTORE Act. This proposed implementation project will allow grant-eligible costs to be recouped (assuming they meet all necessary requirements) from RESTORE funds while allowing the Consortium to continue the submittal of project implementation grant applications to carry out the SEP's 69 projects, as well as allocate project grants among all 23 counties in an equitable fashion.

Specific goals and objectives:

Develop and implement a RESTORE Council-approved formal structure to administer, allocate and collect costs of managing compliance of all projects contemplated by Florida's State Expenditure Plan (in 23 Gulf Coast counties).

This project aligns with the following Gulf-wide Council goals:

- Restore and Revitalize the Gulf Economy: Enhance the sustainability and resiliency of the Gulf economy; and
- Restore and Conserve Habitat: Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats.

This project supports the following Gulf-wide Council objectives:

- Improve Science-Based Decision-Making Processes
- Restore, Enhance, and Protect Habitats

Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported to Consortium Manager:

1. PRM010 – Research - Number of studies used to inform management

Success criteria for Metric PRM010 (Number of studies used to inform management) – pdfs of SEP amendments (annually)

The consultant's scope of service will include recording the number of annual SEP amendments produced/compiled. We anticipate 2 SEP amendments each year in collaboration with counties, stakeholders, SEP members, etc.

Measure 1: Number of studies used to inform management completed

Success criteria:

- a. Numeric Success Criteria: All deliverables included in the scope of service completed.

Identification and Discussion of the Reference Sites/Conditions

Board actions occur at their meetings, held throughout the State of Florida. Support activities to be undertaken under this planning assistance grant will be carried out between the primary office of the Consortium's General Manager in Winter Park, FL, its secondary office in Tallahassee, FL, and the offices of the Consortium's General Counsel, also in Tallahassee.

Baseline Condition Sampling/Data Mining Plans

Baseline plan for Metric 1 (Number of studies used to inform management)

Measure 1. Number of studies used to inform management completed

The initial/baseline value studies used to inform mgmt. available at beginning of project zero.

Potential Corrective Actions

Corrective actions for Metric 1 (Number of studies used to inform management)

Measure 1. Number of studies used to inform management completed

Gulf Consortium will adjust management efforts as needed to ensure all reporting

Observational Data Collection

Plan for Metric 1 (Number of studies used to inform management):

Measure 1. Number of studies used to inform management completed

Purpose:

The information obtained from these deliverables will verify the importance of a formalized structure for administration of grant-eligible compliance costs to allocate project grants among all 23 counties in an equitable fashion.

Methods:

Reports will be submitted to RESTORE Council through their grants management system.

Schedule/Timing and Frequency:

Annually. Will be completed by June 2020.

Sample Size:

NA

Site Locations:

NA

Quality Assurance and Quality Control:

NA

Anticipated Statistical Analysis

Analysis for Metric 1 (Number of studies used to inform management):

Measure 1. Number of studies used to inform management completed

The information obtained in June 2020 will be used to compare to reports and differences will be identified and evaluated.

Unforeseen Event Contingency

Contingency plans for Metric 1 (Number of studies used to inform management)

Measure 1. Number of studies used to inform management completed

TBD

Consistency with Local or Regional Planning/Monitoring Efforts

Information will be shared with the RESTORE Council and the Gulf Consortium.

Estimated total budget for observational data collection:

TBD

Estimated total budget for observational data reporting:

TBD

Metric 1: Number of studies used to inform management

Measure 1. Number of studies used to inform management completed

TBD

Estimated budget for contingency monitoring:

\$0

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

Observational data collection costs:

NA

Observational data reporting costs:

NA

Contingency monitoring:

NA

Data Review and Reporting

Twice-annual reports will be developed through collaboration of Gulf Consortium management staff and subrecipient personnel in order to measure progress towards project goals and objectives.

Literature Cited

NA

Project Information

Project name:

Compliance, Coordination, and Adaptive Management

Agency:

The Balmoral Group, LLC

Project phase(s) to which this DMP pertains:

Implementation & Post-implementation

Data Steward(s):

Gulf Consortium: Dan Dourte

ddourte@balmoralgroup.us ; 407.629.2185 ext. 113

Expected data collection start date:

July 2019

Expected data collection end date:

September 2022

Brief project description:

The proposed project is to develop and implement a RESTORE Council-approved formal structure to administer, allocate and collect costs of managing compliance of all projects contemplated by Florida's State Expenditure Plan (in 23 Gulf Coast counties).

Project location:

Support activities to be undertaken under this SEP Compliance Cost Grant will be carried out between the primary office of the Consortium's General Manager in Winter Park, FL, its secondary office in Tallahassee, FL, and the offices of the Consortium's General Counsel, also in Tallahassee.

General description of data collection activities (methods, sampling frequency, etc.):

Once the Final Design and Permitting phase of the project has been completed the DMP will be updated to include the data collection activities that will be completed during construction and the associated budget.

Estimated budget for data management:

N/A

Location of costs in the Overall Project Budget, Budget Narrative, and/or Milestones:

N/A

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes

If yes, describe how this project's data and metadata will be:

1) Stored

The project data along with corresponding ISO-compliant metadata will be stored at the offices of The Balmoral Group, general manager of the Gulf Consortium, in Winter Park and in Tallahassee, FL

2) Archived

At the completion of the project, final project data and metadata will be stored at the offices of The Balmoral Group, general manager of the Gulf Consortium, in Winter Park and in Tallahassee, FL

3) Made available to others (including delivery to the Council)

All electronic data will be stored at the offices of The Balmoral Group, general manager of the Gulf Consortium, in Winter Park and in Tallahassee, FL delivered to the RESTORE Council on a yearly basis for review and approval

4) Protected from exposure, if sensitive in nature

NA

If no, describe how you will ensure items 1-3 above are accomplished:

NA

Will project data/metadata use digital object identifiers (DOIs)?:

No

Observational Data Types

Data type 1:

PDF(s) of SEP amendment(s) will be uploaded.

GIS representation:

NA

Projection:

NA

Horizontal and vertical datum:

NA

GIS POC:

NA

Frequency of collection:

Annually

Duration of collection:

NA

Data storage format:

Electronic pdf

Units:

Number of pdfs

AGENDA ITEM 11

**Gulf Consortium Board Meeting
June 13, 2019**

Agenda Item 11

Grant applications for review and approval; upcoming subrecipient applications

Statement of Issue:

Grant applications approved at the March 28 Board meeting were submitted to RESTORE Council through their grants management system; these are pending review and award from Council.

Applications can be delivered by Counties to the Gulf Consortium as they are ready. Next recommended deadline for application materials is 8/16/2019.

Applications for grant funding have been prepared by County personnel and by Gulf Consortium Management. Application materials from Counties have been used to prepare grant applications for submission to RESTORE Council.

Background:

The SEP was approved on September 30, 2018 and at the November 29, 2018 meeting, the Board approved a grant application timeline for SEP project implementation. Grant applications are required to be prepared and submitted by the implementing entity, The Gulf Consortium. Upon Board approval, these applications can be submitted to RESTORE Council for their review. Council has indicated that a 2 to 3 month review time is to be expected, and they have increased their personnel to accommodate the anticipated increase in grant processing.

The next recommended deadline for submission of grant application materials is 8/16/2019, to allow for staff time to prepare applications for the 9/25/2019 Consortium Board Meeting. It was previously recommended that only certain types of project milestones be applied for at that time; however, we are now recommending any project milestones with 2019 or 2020 start date can be applied for – see p. 1 of project data dashboard at <http://datavisual.balmoralgroup.us/GulfConsortiumProjects>.

Most Recent Activity:

9 project applications were approved to proceed at the March 28 Board meeting. Final revisions were made to these and the applications were submitted through RAAMS to RESTORE Council. We are awaiting their input on any needed revisions; we expect awards to be made in the next 2 months.

New grant applications for SEP project funding for the following 4 projects have been prepared in conjunction with County personnel:

- Bay County: 5-2, Bay County St. Andrew Bay Stormwater Improvement Program – St. Andrew Bay Watch – Water Quality Monitoring
- Sarasota County: 19-1 Sarasota County Dona Bay Hydrologic Restoration Program
- Pasco County: 15-1, Port Richey Watershed Stormwater Management Project
- Collier County: 22-1 Comprehensive Watershed Improvement Program - Monitoring Program

The total costs budgeted for these 4 projects is \$7,514,986. In addition to subrecipient (County) project costs, the following effort was budgeted: an estimated 36 hours/grant/year for management costs (grant application preparation, performance and financial reporting, coordination with County, site visits, etc), 16 hours/grant/year for legal costs (procurement and contract development and review, etc), and 3 basis points for fiscal agent costs. The following table summarizes the key data about the project applications to be submitted to RESTORE Council for Pot 3 funding. Across these 4 projects the budgeted management costs and legal costs (based on hourly effort estimates) are about 1.8% and 1.2%, respectively, of the 4-project total amount.

Attachments:

Example project application package: Sarasota County project 19-1 – Dona Bay Hydrologic Restoration Program.

Options:

- Option #1, Approve these project applications to be submitted to RESTORE Council
- Option #2, Board Direction.

Recommendation:

Option #1

Prepared by:

Dan Dourte
The Balmoral Group, Manager
On: June 5, 2019

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

County	Project #	Project Name	Milestones	Metrics	Amount	Subrecipient Amount
Pasco	15-1	Port Richey Watershed Stormwater Management Project	Engineering & Design; Construction; Monitoring	Needs updated in metrics and ODP: HM004 -Lbs. sediment avoided (annually); HM001 - Lbs. N avoided (annually); RES002 - # upgrades to stormwater and/or wastewater systems	\$5,092,157	\$5,000,000
Bay	5-2	Bay County St. Andrew Bay Stormwater Improvement Program – St. Andrew Bay Watch – Water Quality Monitoring	Monitoring	PRM006 - Monitoring - # streams/sites being monitored	\$545,136	\$499,953
Collier	22-1	Comprehensive Watershed Improvement Program - Monitoring Program	Monitoring	PRM006 - Monitoring - # streams/sites being monitored	\$770,501	\$725,760
Sarasota	19-1	Sarasota County Dona Bay Hydrologic Restoration Program	Engineering & Design	PRM011 - # E&D Plans Developed; PRM013 - # compliance documents produced	\$1,107,192	\$1,060,000
Total Pot 3 funding request					\$7,514,986	\$7,285,713



Abstract

The Gulf Consortium and its subrecipient, Sarasota County, will contract the planning, design, engineering and permitting of Phases III, IV, and V for the Dona Bay Hydrological Restoration Program. This program will restore estuarine function to, and water quality within, the Dona Bay estuary by implementing projects to balance the salinity regime by reducing freshwater volume discharges to the estuary. This project will increase the freshwater storage within the basin through aquifer storage, increased surface storage, and reclaimed water augmentation. Additionally, the project will design and permit weir modifications to allow for improved flow controls to the Dona Bay Estuary.

Project Narrative

Project Title – 19-1: Dona Bay Hydrologic Restoration Program – E&D

Methodology / Approach

Purpose

The primary purpose of the Dona Bay Restoration Program is to restore the natural volume and timing of freshwater inflows to Dona Bay, as well as provide other water resource benefits. Sarasota County has identified the following five program objectives: (1) provide a more natural freshwater/saltwater regime in the tidal portions of Dona Bay; (2) provide a more natural freshwater flow regime pattern for the Dona Bay watershed; (3) protect existing and future property owners from flood damage; (4) protect existing water quality; and (5) develop potential alternative surface water supply options that are consistent with and support other program objectives. Six phases were identified in Sarasota County's 2007 Dona Bay Watershed Management Plan. Phase I is complete and Phase II is in progress. This grant application requests funding for planning, design and permitting of Phases III, IV and V. Funding requests for Phases III, IV and V construction, and Phase VI planning, design and permitting, construction, and monitoring success criteria will be submitted as additional RESTORE Act Pot 3 State funds become available.

Scope of Work

- The funds anticipated for award under this application will be used for planning, design and permitting of Phases III, IV, and V of the Dona Bay Hydrological Restoration Program.
 - Phase III will augment the storage and beneficial use of excess freshwater diversions. These components include: (1) an aquifer recharge well; (2) a surface water storage reservoir; and (3) augmentation of the reclaimed water system supply.
 - Phase IV will replace the weir on Cow Pen Slough Canal where the canal discharges into the estuarine waters. The weir was constructed in the 1960s, is antiquated, and needs to be replaced. The new weir will enhance Sarasota County's ability to control the rate of discharge from the canal to the estuary.
 - Phase V further modifies freshwater flow into the estuary through weir modifications at the historic watershed boundary in the Blackburn Canal system. This canal currently flows between the Myakka River, Curry Creek, and Dona Bay.

Roles and Responsibilities

- Efforts to reduce the adverse impacts to Dona Bay from excessive freshwater have included the original identification of the impacts of freshwater inflows and the development of conceptual restoration projects to address those impacts. These efforts have involved many local, regional, state, and federal agencies, including:
 - Southwest Florida Water Management District (SWFWMD) State permitting agency
 - U.S. Army Corps of Engineers (USACOE) Federal permitting agency

Sarasota County will be the prime implementing entity and sub-recipient responsible for the planning, engineering design, permitting, construction, operation and maintenance, and success monitoring for this program. Sarasota County has coordinated extensively with SWFWMD and other agencies in the design and permitting for the program to date and will continue to do so in these future phases.

Location

- The project is in the Dona Bay watershed in Sarasota County, Florida. The Dona Bay watershed is Sarasota County's second largest watershed and extends from Manatee County south to Venice, Florida where it discharges to the Gulf of Mexico through the Venice inlet.

Project/Program Duration

- The planning, design, and permitting for the three phases is anticipated to start around 8/8/2019 and end around 10/1/2023.

Project Approach

- Phase III components will further reduce excess freshwater discharge to the Dona Bay system as well as help decrease saltwater intrusion into underlying aquifers by installing an aquifer recharge system. This system will aid in restoring natural salinity regimes by pumping water out of the system during wet months.
- Phase IV will allow the County to have better control of the timing and volume of excess freshwater discharged into the Dona Bay system through the construction of a new weir where the freshwater from Cow Pen Slough canal discharges into the estuarine waters of Dona Bay. This phase will further reduce nutrient laden stormwater runoff into the estuarine and gulf waters.
- Phase V addresses the Blackburn Canal system which discharges excess freshwater from the Myakka River System to the estuarine waters of the Dona/Roberts Bay area and the estuarine

waters surrounding Venice Inlet. This phase will include construction of a weir in Blackburn Canal at the historic ridgeline. The weir will allow further reduction of excess freshwater, sediment, and nutrients to the system during lower flow regimes.

Supporting Information

Assessments of the ecological problems in Dona Bay date back more than 40 years. Several studies and conceptual restoration plans have been developed for Dona Bay by various local, regional, and state agencies, and there is broad-based consensus that the restoration of Dona Bay is dependent on a substantial reduction in the excess freshwater inflows caused by historical hydrologic alteration. Documents that include either conceptual restoration plans for Dona Bay or more detailed assessments of the project components of this effort include the following:

- Mote Marine Lab, 1975. The Ecological Status of Dona and Roberts Bays and its Relationship to Cow Pen Slough and Other Possible Perturbations.
- Southwest Florida Water Management District, 2000. Charlotte Harbor Surface Water Improvement and Management (SWIM) Plan.
- Kimley-Horn & Associates, 2007. Dona Bay Watershed Management Plan.
- Charlotte Harbor National Estuary Program, 2008. Comprehensive Conservation and Management Plan for the Greater Charlotte Harbor Watershed.

Risks and Uncertainties

No significant risks or uncertainties have been identified that would preclude project implementation. The issue of the impact of diverted volumes to the Myakka River on receiving water quality has been investigated and resolved to the satisfaction of the regulatory staff of SWFWMD.

Leveraged funds

N/A

Metrics

Two metrics will be used to measure project performance for the E&D phase of the Dona Bay Hydrologic Restoration Program:

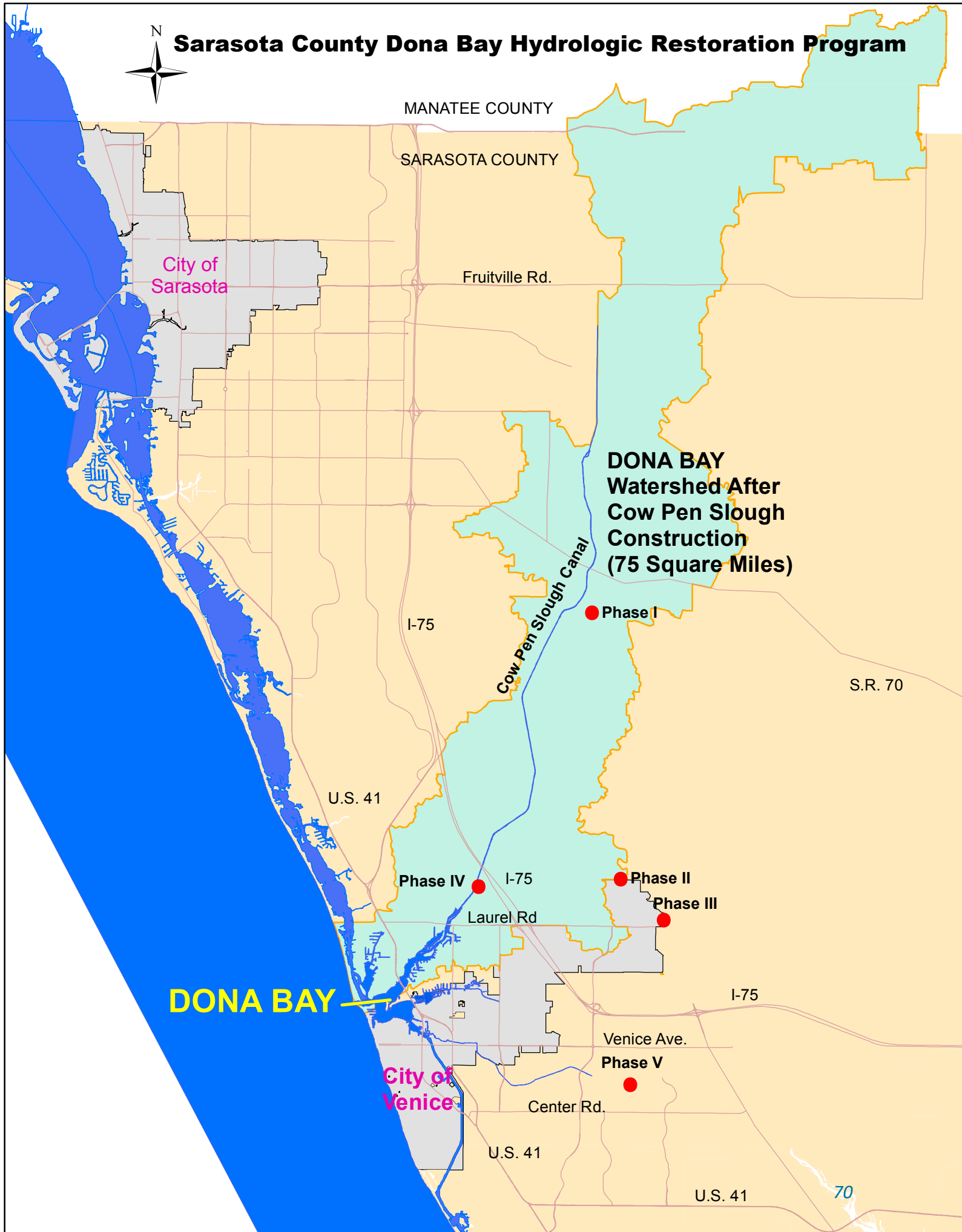
- PRM011 - # of E&D plans developed
- PRM013 - # of environmental compliance documents produced

Environmental Compliance

All environmental compliance requirements will be met as part of this project. The permitting required will satisfy the majority of environmental compliance needs.



Sarasota County Dona Bay Hydrologic Restoration Program



Milestones

Milestone/ Activity	Milestone Type	Description	Start Date	Expected Date	Milestone Plan Amount (\$)	Deliverable (Y/N)
Project management and oversight	Project Oversight/ Grants Management	Gulf Consortium Management will prepare grant applications, provide project oversight, QA/QC, provide financial and performance reports. Gulf Consortium legal counsel will develop subrecipient agreements, review procurements and contracts and provide other legal services as needed.	8/8/2019	10/1/2023	\$47,192	Yes
Final Design and Permitting Phase III; produce construction plans (deliverable)	Design and Permitting	The Contracting Party will complete the construction specifications for final engineering designs, incorporating land rights clearances, and including design drawings, calculations, and assumptions. The final design will incorporate all previous engineering and analysis comments from SWFWMD and ACOE. A design report will be prepared by the Contracting Party. The Contracting Party will also prepare the monitoring and data management plans, as well as the Construction Bid package, which will include the schedule of items to be bid upon by proposing contractors. The Contracting Party will also obtain all local, state and federal permits required for construction.	3/1/2020	3/1/2023	\$440,000	Yes

Milestone/ Activity	Milestone Type	Description	Start Date	Expected Date	Milestone Plan Amount (\$)	Deliverable (Y/N)
Preliminary Design and Engineering Phase IV (deliverable)	Feasibility and Preliminary Design	The Contracting Party will conduct the feasibility study and preliminary design to provide details on the project features (e.g., cross-section and plan view layout). In this phase, the work to be conducted in the next phase of engineering will also be identified (e.g., locations of soil borings, surveys). Land rights services will be initiated in this phase, to be completed	10/1/2019	10/1/2020	\$110,000	Yes

		as part of final design. The Preliminary Engineering Report, including preliminary project plans that will support project permit applications development, will be submitted to SWFWMD and ACOE for review and approval.				
Final Design and Permitting Phase IV; produce construction plans (deliverable)	Design and Permitting	The Contracting Party will complete the construction specifications for final engineering designs, incorporating land rights clearances, and including design drawings, calculations, and assumptions. The final design will incorporate all previous engineering and analysis comments from SWFWMD and ACOE. A design report will be prepared by the Contracting Party. The Contracting Party will also prepare the monitoring and data management plans, as well as the Construction Bid package which will include the schedule of items to be bid upon by proposing contractors. The Contracting Party will also obtain all local, state and federal permits required for construction.	10/1/2020	9/30/2022	Yes	\$200,000
Preliminary Design and Engineering Phase V (deliverable)	Feasibility and Preliminary Design	The Contracting Party will conduct the feasibility study and preliminary design to provide details on the project features (e.g., cross-section and plan view layout). In this phase, the work to be conducted in the next phase of engineering will also be identified (e.g., locations of soil borings,	10/1/2019	10/1/2020	Yes	\$110,000

		surveys). Land rights services will be initiated in this phase, to be completed as part of final design. The Preliminary Engineering Report, including preliminary project plans that will support project permit applications development, will be submitted to SWFWMD and ACOE for review and approval.				
Final Design and Permitting Phase V; produce construction plans (deliverable)	Design and Permitting	The Contracting Party will complete the construction specifications for final engineering designs, incorporating land rights clearances, and including design drawings, calculations, and assumptions. The final design will incorporate all previous engineering and analysis comments from SWFWMD and ACOE. A design report will be prepared by the Contracting Party. The Contracting Party will also prepare the monitoring and data management plans, as well as the Construction Bid package which will include the schedule of items to be bid upon by proposing contractors. The Contracting Party will also obtain all local, state and federal permits required for construction.	10/1/2020	9/30/2022	Yes	\$200,000

TOTAL REQUESTED: \$1,060,000

Budget Narrative

1.1 SUMMARY AND JUSTIFICATION

- This project will deliver the final design and permitting of Phase III (feasibility study already underway), and feasibility study, preliminary design, and final design and permitting of Phases IV and V of the Dona Bay Hydrologic Restoration project (project 19-1). Costs include \$1,060,000 for engineering and design and permitting efforts and \$47,192 for financial/technical management, legal services, and fiscal services.
- Sarasota County will contract consulting/engineering firms for the final design and permitting of Phase III (feasibility study already underway), and feasibility study, preliminary design, and final design and permitting of Phases IV and V. All environmental compliance will be addressed under the permitting effort of the engineering/design contracts. All procurement will be in compliance with the County's procurement policy to ensure alignment with all State and Federal regulations.
- Co-funding is not requested during this funding request.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$1,107,192
<i>Total Pre-Award Funds Requested</i>	<i>\$6,600</i>
<i>Total Direct Costs Requested</i>	<i>\$1,107,192</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$0.00</i>
<i>Total Program Income Anticipated</i>	<i>\$0.00</i>

2.0 PRE-AWARD COSTS (applicable to grant applications only)

Pre-award costs have been authorized to allow for some of the estimated contractual costs for preparation of grant applications (The Balmoral Group; contracted by the Gulf Consortium for management services) and for development of draft subrecipient agreements (Nabors Giblin & Nickerson; contracted by the Gulf Consortium for legal services). The estimated time for grant application development and subrecipient agreement efforts are 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

TOTAL PRE-AWARD FUNDS REQUESTED	\$6,600
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3.0 Budget Object Classes Applicable to All Projects and Programs

3.1 PERSONNEL

NA; upon award, all funding will go toward the design and permitting contract(s). Sarasota County staff time will not be billed.

3.2 FRINGE BENEFITS

Not Applicable. These funds will be used to contract a consulting/engineering firm(s).

3.3 TRAVEL

Not Applicable. These funds will be used to contract a consulting/engineering firm(s)

3.4 CONSTRUCTION and LAND ACQUISITION

NA; all funds in this portion of the project will be used for design and permitting efforts.

3.5 EQUIPMENT

NA; these funds will be used to contract a consulting/engineering firm(s).

3.6 SUPPLIES

Not Applicable. These funds will be used to contract a consulting/engineering firm(s).

3.7 OTHER DIRECT COSTS

Not Applicable. These funds will be used to contract a consulting/engineering firm(s).

3.8 SUBRECIPIENTS

Table 1. Subrecipient's Contractual Cost Estimates

Organization	Description	Amount	Pre-Award Costs?
Engineering Contractor: TBD	<i>Feasibility, preliminary design, final design, and permitting for phases III, IV, and V</i>	<i>\$1,060,000</i>	<input type="checkbox"/>
TOTAL Subrecipient Contractor/Consultant Fees:		\$ 1,060,000	

Table 2. Subrecipient's Total Costs

Organization	Description	Amount	Pre-Award Costs?
Sarasota County	<i>Dona Bay Hydrologic Restoration phase III, IV, and V E&D and permitting</i>	<i>\$1,160,000</i>	<input type="checkbox"/>
			<input type="checkbox"/>
TOTAL SUBRECIPIENT(S):		\$1,160,000	

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors providing management and legal services on this project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*— The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. The contract with Leon County was negotiated by the Gulf Consortium.
3. *Period of Performance*—8/8/2019 to 10/1/2023.
4. *Scope of Work*—the scope of work for The Balmoral Group includes: grant application preparation and submission, grant management and subrecipient monitoring, and all post-award reporting. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establish of subrecipient agreements. Leon County Clerk will provide fiscal agent services to disburse funds and provide an additional level of financial accountability.
5. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/yr; 275 hours total), legal services (Nabors Giblin & Nickerson, 120 hours total), and fiscal agent services (3 basis points of total disbursements). Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are

for pre-award efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

Table 3. Gulf Consortium Contractual Costs

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	<i>Grant management, oversight, reporting</i>	<i>\$170/hr</i>	<i>158 hours</i>	<i>\$26,860</i>	<input checked="" type="checkbox"/>
Nabors Giblin & Nickerson	<i>Subrecipient agreements and legal services</i>	<i>\$250/hr</i>	<i>120 hours</i>	<i>\$20,000</i>	<input checked="" type="checkbox"/>
Leon County Clerk	<i>Fiscal agent services</i>	<i>3 basis points</i>	<i>% of total disbursements</i>	<i>\$332</i>	<input type="checkbox"/>
					<input type="checkbox"/>
TOTAL CONTRACTUAL:				\$47,192	

TOTAL OF DIRECT COSTS	\$1,107,192
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4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

Indirect Costs are not anticipated under this request. This request is for permitting and design only.

TOTAL OF ALLOWABLE INDIRECT COSTS	\$0.00
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5.0 PROGRAM INCOME

Not Applicable. This request is for contracting the engineering firms to complete the design and permitting for Phases III, IV, and V.

TOTAL PROGRAM INCOME ANTICIPATED	\$0.00
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6.0 CASH DRAWDOWN PROJECTIONS

See table submitted in RAAMS.

Budget Template

SF-424A / SF-424C

6	Object Class categories	Gulf Consortium					TOTAL
		1	2	3	4	5	
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	57,195	-	-	-	-	57,195
f(2)	Subrecipient(s)	1,060,000	-	-	-	-	1,060,000
	Construction or Land Acquisition						
g1	- Construction Management / Legal Expenses	-	-	-	-	-	-
g2	- Land, Structures, etc.	-	-	-	-	-	-
g3	- Relocation	-	-	-	-	-	-
g4	- Architectural and Engineering fees, etc.	-	-	-	-	-	-
g5	- Project Inspection Fees	-	-	-	-	-	-
g6	- Site Work	-	-	-	-	-	-
g7	- Demolition and Removal	-	-	-	-	-	-
g8	- Construction	-	-	-	-	-	-
g9	- Equipment	-	-	-	-	-	-
g10	- Miscellaneous	-	-	-	-	-	-
	Construction SUB TOTAL (lines g1-g10)	-	-	-	-	-	-
g11	- Contingencies (applicable to construction only)	-	-	-	-	-	-
g	Total Construction/Land Acquisition Charges	-	-	-	-	-	-
h	Other	-	-	-	-	-	-
i	TOTAL Direct Charges (sum of 6a - 6h)	1,117,195	-	-	-	-	57,195
	Enter the federally approved indirect rate (%)	0.00%	0.00%	0.00%	0.00%	0.00%	
j	Allowable Indirect Charges *	-	-	-	-	-	-
k	TOTALS (sum of 6i and 6j)	1,117,195	-	-	-	-	1,117,195

* Note: Where Allowable Indirect Charges are included, a copy of the subrecipient's current Negotiated Indirect Cost Rate Agreement must be submitted.

* Using De Minimis indirect rate, indirect costs are simple 10% of Modified Total Direct Costs (MTDC)

* MTDC includes all salary, fringe, materials and supplies, contractual costs, travel, and the first \$25k of subawards

Supplemental Budget Template - Subrecipients

SF-424A / SF-424C

6	Object Class categories	Subrecipient Name					TOTAL
		Sarasota County 1	2	3	4	5	
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	1,060,000	-	-	-	-	1,060,000
f(2)	Subrecipient(s)		-	-	-	-	-
	Construction or Land Acquisition						
g1	- Construction Management / Legal Expenses	-	-	-	-	-	-
g2	- Land, Structures, etc.	-	-	-	-	-	-
g3	- Relocation	-	-	-	-	-	-
g4	- Architectural and Engineering fees, etc.	-	-	-	-	-	-
g5	- Project Inspection Fees	-	-	-	-	-	-
g6	- Site Work	-	-	-	-	-	-
g7	- Demolition and Removal	-	-	-	-	-	-
g8	- Construction	-	-	-	-	-	-
g9	- Equipment	-	-	-	-	-	-
g10	- Miscellaneous	-	-	-	-	-	-
	Construction SUB TOTAL (lines g1-g10)	-	-	-	-	-	-
g11	- Contingencies (applicable to construction only)	-	-	-	-	-	-
g	Total Construction/Land Acquisition Charges	-	-	-	-	-	-
h	Other	-	-	-	-	-	-
i	TOTAL Direct Charges (sum of 6a - 6h)	1,060,000	-	-	-	-	1,060,000
	Enter the federally approved indirect rate (%)	0.00%	0.00%	0.00%	0.00%	0.00%	
j	Allowable Indirect Charges *	-	-	-	-	-	-
k	TOTALS (sum of 6i and 6j)	1,060,000	-	-	-	-	1,060,000

* Note: Where Allowable Indirect Charges are included, a copy of the subrecipient's current Negotiated Indirect Cost Rate Agreement must be submitted.

* Using De Minimis indirect rate, indirect costs are simple 10% of Modified Total Direct Costs (MTDC)

* MTDC includes all salary, fringe, materials and supplies, contractual costs, travel, and the first \$25k of subawards

Metrics

Activity-Outcome Information

Template Planning, Research, Monitoring

Activity-Outcome Restoration planning/design/permitting

Edit Activity-Outcome

PRM011- # of E&D plans developed - Baseline	0
PRM011- # of E&D plans developed - Current	0
PRM011- # of E&D plans developed - Project Completion	3

Metrics

Activity-Outcome Information

Template Planning, Research, Monitoring

Activity-Outcome Restoration planning/design/permitting

Edit Activity-Outcome

PRM011- # environmental compliance documents completed - Baseline	0
PRM011- # environmental compliance documents completed - Current	0
PRM011- # environmental compliance documents completed	TBD

Observational Data Plan

Project Information

Project name:

Sarasota County Dona Bay Hydrologic Restoration Program

Agency:

The Gulf Consortium (and subrecipient: Sarasota County)

Project phase (planning/implementation):

Planning, design and permitting of Phases III, IV, and V.

Project phase(s) to which this ODP pertains:

Planning, design and permitting of Phases III, IV, and V.

Project ODP point(s) of contact:

For Gulf Consortium:

Dan Dourte, (407) 629-2185, ddourte@balmoralgroup.us

For Sarasota County (sub-recipient):

Phases IV and V - Michael Jones (941) 888-0574; mjones@scgov.net

Phase III - Cliff Harrison (941) 672-2672; hharriso@scgov.net

Expected observational data collection start and end dates:

Start date: 10/01/2019

End date: 03/01/2023

Short description of the project location:

Cow Pen Slough Basin and Dona Bay Watershed in Sarasota County Florida.

Short description of the overall project construction features:

There will be no construction during these project phases; only engineering and design and permitting is funded in this phase of the project.

Overall project goals and objectives:

The primary purpose of the Dona Bay Restoration Program is to restore the natural volume and timing of freshwater inflows to Dona Bay, as well as to provide many other benefits. Sarasota County has identified the following five program objectives: (1) provide a more natural freshwater/saltwater regime in the tidal portions of Dona Bay; (2) provide a more natural freshwater flow regime pattern for the

Dona Bay watershed; (3) protect existing and future property owners from flood damage; (4) protect existing water quality; and (5) develop potential alternative surface water supply options that are consistent with and support other program objectives

Specific goals and objectives:

The specific goals and objectives of this funding request are to complete all necessary feasibility studies and design, and obtain all necessary local, state, and federal permits for the future construction of Phases III, IV and V.

Phase III components will further reduce excess freshwater discharge to the Dona Bay system as well as help decrease saltwater intrusion into underlying aquifers by installing an aquifer recharge system. This system will aid in restoring natural salinity regimes by pumping water out of the system during wet months.

Phase IV will allow the County to have better control of the timing and volume of excess freshwater discharged into the Dona Bay estuary through the construction of a new weir where freshwater from Cow Pen Slough canal discharges into the estuarine waters of Dona Bay. This phase will further reduce nutrient laden stormwater runoff into the estuarine and gulf waters.

Phase V examines the Blackburn Canal system which discharges excess freshwater from the Myakka River System to the estuarine waters of the Dona/Roberts Bay area and the estuarine waters surrounding Venice Inlet. This phase will involve construction of a weir in Blackburn Canal at the historic ridgeline. The weir will allow further reduction of excess freshwater, sediment, and nutrients to the Dona Bay estuary during lower flow regimes.

Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported:

1. Number of Engineering and Design Plans Developed (PRM011)
2. Number of Environmental Compliance Documents (PRM013)

Success criteria for Metric 1 (PRM011)

The consultant scope of service will include engineering, design and permitting deliverables that will be completed for the projects listed above. Expected deliverables: Three (3) engineering and design plans.

Success criteria for Metric 1 (Number of Engineering and Design Plans Developed):

Measure 1: Number of Engineering and Design deliverables completed

Success criteria:

Three sets of E&D plans

Success criteria for Metric 2 (PRM013)

TBD. All necessary environmental compliance permits will be completed for the project phases listed above. Information will be updated when the number required is known for each site.

Measure II: Number of Environmental Compliance Documents Produced

Success criteria:

TBD. All necessary environmental compliance permits will be completed for the project phases listed above. Information will be updated when the number required is known for each site.

Identification and Discussion of the Reference Sites/Conditions

Once the Final Design and Permitting phase of the projects have been completed the ODP will be updated to identify reference sites/conditions for each project.

Baseline Condition Sampling/Data Mining Plans

Baseline plan for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering and Design deliverables completed

Zero at project start.

Baseline plan for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure I. Number of Environmental Compliance Documents Produced

Zero at project start.

Potential Corrective Actions

Corrective actions for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering and Design deliverables completed

The Gulf Consortium, in collaboration with Sarasota County, will monitor consultant performance to ensure successful project deliverables. Alternative service providers will be procured if engineering plans are not delivered or are of insufficient quality.

Corrective actions for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure I. Number of Environmental Compliance Documents Produced

The Gulf Consortium, in collaboration with Sarasota County, will monitor consultant performance to ensure successful project deliverables. Alternative service providers will be procured if environmental compliance documentation is not delivered or is of insufficient quality.

Observational Data Collection

Plan for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering and Design deliverables completed

Purpose:

The information obtained from these deliverables will be needed for construction.

Methods:

Sarasota County consultants will provide all required deliverables to County personnel. The County, as sub-recipient to the Gulf Consortium, will submit pdf plan documents to the Gulf Consortium online grant management system.

Schedule/Timing and Frequency:

Will be completed by the following dates: 03/01/2023

Sample Size:

N/A, project deliverables

Site Locations:

Proposed project areas

Quality Assurance and Quality Control:

All contractual service providers for engineering and design efforts will incorporate comments and corrections provided by the county, applicable permitting agencies, and/or The Gulf Consortium. The final deliverables will be reviewed by the Engineering and Design Contractor's QA/QC representative prior to submittal.

Plan for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure II. Number of Environmental Compliance Documents Produced

Purpose:

To obtain all permitting needed for construction.

Methods:

Sarasota County consultants will provide all required deliverables to County personnel. The County, as sub-recipient to the Gulf Consortium, will submit pdf permits to the Gulf Consortium online grant management system.

Schedule/Timing and Frequency:

Will be completed by the following dates: 03/01/2023

Sample Size:

N/A, project deliverables

Site Locations:

Proposed project areas

Quality Assurance and Quality Control:

All contractual service providers for environmental compliance efforts will incorporate comments and corrections provided by the county, applicable permitting agencies, and/or The Gulf Consortium. The final environmental compliance deliverables will be reviewed by the sub-recipient and by The Gulf Consortium management prior to submittal. Any corrections or additional information needed to demonstrate environmental compliance will be requested by The Gulf Consortium and provided by the sub-recipient (county or their contractors).

Anticipated Statistical Analysis

Analysis for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering, Design and Permitting deliverables completed

N/A. The information obtained will be used during the construction phase of the projects and will be included in an updated ODP.

Analysis for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure II. Number of Environmental Compliance Documents Produced

N/A

Unforeseen Event Contingency

Contingency plans for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering, Design and Permitting deliverables completed

N/A for Final Design and Permitting phase.

Contingency plans for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure II. Number of Environmental Compliance Documents Produced

N/A for Final Design and Permitting phase.

Consistency with Local or Regional Planning/Monitoring Efforts

Several studies and conceptual restoration plans have been developed for Dona Bay by various local, regional, and state agencies, and there is broad-based consensus that the restoration of Dona Bay is dependent on a substantial reduction in the excess freshwater inflows caused by historical hydrologic alteration. Documents that include either conceptual restoration plans for Dona Bay or more detailed assessments of the project components of this effort include the following (this project is consistent with the goals and objectives of these plans):

- *Mote Marine Lab, 1975. The Ecological Status of Dona and Roberts Bays and its Relationship to Cow Pen Slough and Other Possible Perturbations.*
- *Southwest Florida Water Management District, 2000. Charlotte Harbor Surface Water*

Improvement and Management (SWIM) Plan.

- *Kimley-Horn & Associates, 2007. Dona Bay Watershed Management Plan.*
- *Charlotte Harbor National Estuary Program, 2008. Comprehensive Conservation and Management Plan for the Greater Charlotte Harbor Watershed*

Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

\$0; no additional costs for data collection have been estimated, and all costs associated with engineering and design and environmental compliance efforts include the funds needed to develop the plans and environmental compliance documentation.

Estimated total budget for observational data reporting:

\$0

Metric 1: Number of Engineering and Design Plans Developed

Measure I. Number of Engineering, Design and Permitting deliverables completed

\$0

Metric 2: Number of Environmental Compliance Documents Produced

Measure II. Number of Environmental Compliance Documents Produced

\$0

Estimated budget for contingency monitoring:

\$0

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

Observational data collection costs:

N/A

Observational data reporting costs:

N/A

Contingency monitoring:

N/A

Data Review and Reporting

Sarasota County will send a copy of all interim and final design drawings (if applicable) and permits and other environmental compliance documentation to The Gulf Consortium.

Literature Cited

See studies mentioned in “Consistency with Local or Regional Planning/Monitoring Efforts” section.

Data Management Plan

Project Information

Project name:

Sarasota County Dona Bay Hydrological Restoration Program

Agency:

Gulf Consortium and subrecipient: Sarasota County Government

Project phase(s) to which this DMP pertains:

This application is for planning, design and permitting of Phases III, IV, and V.

Data Steward(s):

For Gulf Consortium:

Dan Dourte, (407) 629-2185, ddourte@balmoralgroup.us

For Sarasota County (sub-recipient):

Sarasota County Public Works staff (Michael Jones (941) 888-0574 mjones@scgov.net) will be managing the design and permitting contract for Phases IV and V.

Sarasota County Public Utilities staff (Cliff Harrison (941) 672-2672 hharriso@scgov.net) will be managing the design and permitting contract for Phase III.

The data will be stored and backed up on Sarasota County servers and the selected engineering firm.

Expected data collection start date:

10/1/2019

Expected data collection end date:

3/1/2023

Brief project description:

Phase III components will further reduce excess freshwater discharge to the Dona Bay system as well as help decrease saltwater intrusion into underlying aquifers by installing an aquifer recharge system. This system will aid in restoring natural salinity regimes by pumping water out of the system during wet months.

Phase IV will allow the County to better control the timing and volume of excess freshwater discharged into the Dona Bay system through the construction of a new weir where the freshwater from Cow Pen Slough canal discharges into the estuarine waters of Dona Bay. This phase will further reduce nutrient laden stormwater runoff into the estuarine and gulf waters.

Phase V addresses the Blackburn Canal system which discharges excess freshwater from the Myakka River system to the estuarine waters of the Dona/Roberts Bay area and the estuarine waters surrounding Venice Inlet. This phase will include construction of a weir in Blackburn Canal at the historic ridgeline. The weir will allow further reduction of excess freshwater, sediment, and nutrients to the system during lower flow regimes.

Project location:

Cow Pen Slough Basin and Dona Bay Watershed in Sarasota County Florida.

General description of data collection activities (methods, sampling frequency, etc.):

Interim and final design plans will be collected by the Gulf Consortium as the contractors for subrecipients complete their scopes.

Estimated budget for data management:

TBD

Location of costs in the Overall Project Budget, Budget Narrative, and/or Milestones:

These costs will be located under the Gulf Consortium contractual services for project management and oversight.

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes

If yes, describe how this project's data and metadata will be:

1) **Stored**

Data is stored on Gulf Consortium local servers and in Gulf Consortium's cloud-based grant management system.

2) **Archived**

Replicated data is backed up to tape drives.

3) **Made available to others (including delivery to the Council)**

Yes

4) **Protected from exposure, if sensitive in nature**

Yes, all sensitive information will be protected in accordance with The Gulf Consortium's Communication Policy.

If no, describe how you will ensure items 1-3 above are accomplished:

N/A

Will project data/metadata use digital object identifiers (DOIs)?:

No

Observational Data Types

Data will include 30%, 60%, 100% design plans. Data will also include all required local, state, and federal permits as well as all supporting documentation. The data will be provided in electronic pdf format.

Data type 1:

PDFs of construction plans and interim design plans.

GIS representation:

Shapefile or gdb of plans or project boundaries

Projection:

TBD

Horizontal and vertical datum:

TBD

GIS POC:

Gulf Consortium c/o Dan Dourte (407) 629-2185 ext. 113 ddourte@balmoralgroup.us

Sarasota County Public Works c/o Michael Jones (941) 888-0574 mjones@scgov.net

Frequency of collection:

Dependent on sub-recipient and contractor's deliverables.

Duration of collection:

Life of project

Data storage format:

TBD

Units:

TBD

Data type 2:

PDFs of permits and other documents that demonstrate Environmental Compliance.

GIS representation:

Permits or other Environmental Compliance documents can be associated with existing project boundaries in shapefiles.

Projection:

TBD

Horizontal and vertical datum:

TBD

GIS POC:

Gulf Consortium c/o Dan Dourte (407) 629-2185 ext. 113 ddourte@balmoralgroup.us

Sarasota County Public Works c/o Michael Jones (941) 888-0574 mjones@scgov.net

Frequency of collection:

Dependent on sub-recipient and contractor deliverables.

Duration of collection:

Life of project

Data storage format:

TBD

Units:

TBD

Council Environmental Compliance Checklist

This project includes only design and permitting; all necessary environmental compliance documentation will be developed in this design phase.

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Historic Preservation Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Fish and Wildlife Coordination Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Zone Management Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Barrier Resources Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Farmland Protection Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 404	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If a CWA Section 404 permit is needed for geotechnical or other soil data collection associated with E&D, the applicant will secure this permit prior to conducting such work.</i>
Clean Water Act Section 401	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
River and Harbors Act Section 10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Protection, Research and Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Mammal Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Marine Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Migratory Bird Treaty Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Bald and Golden Eagle Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Air Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

AGENDA ITEM 12

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 12
Transmit SEP amendment to RESTORE Council for approval**

Summary:

An amendment to the SEP was prepared to accommodate a new project in Manatee County.

Background:

An amendment is required for State Expenditure Plans for if there is a new project being proposed. A new SEP project (Kingfish Boat Ramp) was proposed by Manatee County. Project description and rationale have been prepared by county personnel. A standalone SEP amendment was prepared which describes only this project and the necessary adjustments in costs and timing of remaining Manatee County projects.

Analysis:

A new project was proposed for inclusion in the Florida SEP: Kingfish Boat Ramp in Manatee County. The expected Pot 3 funding request is \$4.5M. Two projects in Manatee County are proposed to be removed from the SEP: project 18-3 Preserve Management Plans and project 18-8 Coastal Watershed Management Plans. The Pot 3 cost requests of 4 of the original SEP projects in Manatee County have been revised lower to accommodate the cost of the Kingfish Boat Ramp. Costs and timing tables are detailed in the attached SEP amendment.

The 45-day public comment period was completed; the full Board and RESTORE coordinators, and numerous agencies were notified of the amendment and invited to submit comments through the Gulf Consortium webpage. Comments were reviewed and incorporated into the SEP amendment where needed. A separate response to comments document was also prepared. The same contractor used for 508 Compliance on the full SEP was used for the amendment (VASTEC) at a cost of \$154.70. This procurement was managed in compliance with the Gulf Consortium's procurement policy as micro-purchase. A transmittal letter was drafted for the DEP secretary to send with the SEP amendment to RESTORE Council.

An SEP amendment is required if there is either a change in scope (i.e., new project activity or increased size of project) or there are revisions requiring an increase in funds for a new activity or bigger project.

The following describes the general process for an SEP amendment:

- 1) Prepare the project narrative with sections corresponding to those in the SEP, and identify the projects proposed to be removed from the SEP, along with a brief discussion of the rationale for the change,
- 2) Obtain approval from County BOCC for the proposed SEP project changes,
- 3) Provide the SEP amendment to RESTORE Council for preview (optional),

- 4) Present the SEP amendment to the Gulf Consortium with a request for action to make the SEP amendment available for public review,
- 5) Make the SEP amendment public with a forum to receive comments for a 45-day period,
- 6) Submit the SEP amendment to RESTORE Council after the 45-day comment period; this will include a statement of public participation and any necessary edits or responses to comments,
- 7) After RESTORE Council reviews and approves the SEP amendment, the applications for funding can be submitted – grant application materials can be developed while Council review proceeds.

Options:

Option #1, Approve the SEP amendment to be transmitted to RESTORE Council for their final approval

Option #2, Board Direction

Recommendation:

Option #1.

Attachment:

- Florida SEP Amendment 1 for Kingfish Boat Ramp in Manatee County - attached
- Transmittal letter

Prepared by:

Dan Dourte
The Balmoral Group
On: June 5, 2019

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

[DEP letterhead]

[Date]

Mr. Ben Scaggs,
Executive Director, Gulf Coast Ecosystem Restoration Council
500 Poydras St., Suite 1117
New Orleans, LA 70113

Electronically sent to: SEPSubmissions@restorethegulf.gov

Dear Mr. Scaggs:

On behalf of the State of Florida, attached is an amendment to the Gulf Consortium's State Expenditure Plan (SEP). The Gulf Consortium is the designated entity responsible for the development of the Florida SEP, as recognized in the RESTORE Act and subsequent rulemaking. This amendment adds one new project and removes two projects, all in Manatee County.

This SEP amendment has been prepared to meet the requirements as set forth in the "Oil Spill Impact Component: State Expenditure Plan Guidelines" prepared by the Gulf Coast Ecosystem Restoration Council, as well as the Notice of Funding Availability: Spill Impact Component Project Grants, Funding Opportunity #GCC-SEP-16-001.

Regarding the process for assessing subrecipient capabilities, the Gulf Consortium has a formalized risk assessment process that, among other things, assesses the capabilities of subrecipients to implement activities in the Plan consistent with the requirements in 2 CFR Part 200, including the subrecipient risk evaluation in 2 CFR 200.331(b).

The public comment period for this SEP amendment exceeded the required 45-day period, and all comments were reviewed and addressed. The document was prepared to ensure 508 Compliance.

Should you have any questions or need assistance, for the Gulf Consortium please contact Warren Yeager, Chairman of the Gulf Consortium at WYeager@gulfcountry-fl.gov. For the Florida Department of Environmental Protection, please contact Leslie Ames at Leslie.A.Ames@dep.state.fl.us.

Thank you for your consideration,

Noah Valenstein

Secretary, Florida Department of Environmental Protection

Cc: Warren Yeager, Gulf Consortium Chair of the Board

State of Florida

STATE EXPENDITURE PLAN – Amendment 1 (April 2019)

Submitted Pursuant to the Spill Impact

Component of the RESTORE Act

33 U.S.C. § 1321(t)(3)



Executive Summary

This first amendment to the State Expenditure Plan (SEP) for the State of Florida, prepared by the Gulf Consortium (Consortium) in collaboration with Manatee County describes a new, proposed project not presented in the original SEP. This project, Kingfish Boat Ramp, will improve recreational access and community resilience. Additionally, two projects are being removed from the original SEP to allow for sufficient funding for the Kingfish Boat Ramp. Project 18-3 Preserve Management Plans and project 18-8 Coastal Watershed Management Plans are being withdrawn from the SEP. These will be funded by other means outside of Spill Impact Component funds.

State Certification of RESTORE Act Compliance

In accordance with Section 5.2.2 of the SEP Guidelines provided by the Council, the Gulf Consortium hereby certifies the following:

- All projects, programs, and activities included in the Florida SEP amendment are eligible activities as defined by the RESTORE Act.
- All projects, programs, and activities included in the Florida SEP amendment contribute to the overall economic and/or ecological recovery of the Gulf Coast.
- The FL SEP amendment takes into consideration the Comprehensive Plan and is consistent with the goals and objectives of the Comprehensive Plan.
- Issues crossing Gulf State boundaries have been evaluated to ensure that a comprehensive, collaborative ecological and economic recovery is furthered by the Florida SEP.
- All projects, programs, and activities included in the SEP are based on and/or informed by the Best Available Science as defined in the RESTORE Act.

Public Participation Statement

The draft FL SEP Amendment 1 was delivered by email on January 24, 2019 to the Gulf Consortium Board of Directors, County personnel, industry stakeholders, Florida state agencies (including Florida Department of Environmental Protection and Florida Fish and Wildlife Conservation Commission), and conservation organizations (more than 100 people). The draft FL SEP Amendment 1 was presented in two public meetings on January 31, 2019 (each with attendance of about 50 people, most of whom are involved in SEP implementation). During these meetings the content of the amendment was described (1 new project; 2 projects removed) and comments were invited. The draft FL SEP Amendment 1 was posted on the Gulf Consortium website (<https://www.gulfconsortium.org/>) and the link to a comment portal (<https://www.gulfconsortium.org/draft-sep-amendment-1>) was provided in the email delivery described above. In the message to County commissioners, County staff working on RESTORE efforts, governor appointees, DEP, FWC and NWF, it was requested that the amendment be forwarded along to other interested stakeholders for comments.

Financial Integrity

The Consortium is the legal entity in Florida responsible for implementation of this Florida SEP amendment, and will be the direct recipient of grant funds disbursed by the Council to the State of Florida pursuant to the Spill Impact Component of the RESTORE Act. The full SEP (<https://www.gulfconsortium.org/state-expenditure-plan>) should be referred to for additional detail on the financial integrity of the Gulf Consortium.

Overall Consistency with the Goals and Objectives of the Comprehensive Plan

The process for goal development and the consistency of Florida SEP activities with the Council Comprehensive Plan is described in detail in the Florida SEP. This SEP amendment is fully consistent with, and furthers, the Council's Comprehensive Plan. The projects, programs, and activities proposed in this Florida SEP amendment were nominated through a county-driven process.

Compliance with 25 Percent Infrastructure Limitation

In accordance with Section 4.2.2 of the Council's SEP Guidelines, the State of Florida hereby certifies that the proposed projects, programs, and activities described in Section V of this SEP comply with the 25 percent infrastructure limitation. For SEP purposes, the term "infrastructure" has the same meaning as provided in 31 Code of Federal Regulations (CFR) Section 34.2. The 25 percent infrastructure limitation is defined in the RESTORE Act, 33 U.S.C. Section 1321(t)(3)(B)(ii). This provision states that not more than 25 percent of the allocated Spill Impact Component funds may be used by a State for infrastructure projects for RESTORE Act Eligible Activities 6 and 7, which include:

- Eligible Activity 6: Infrastructure projects benefiting the economy or ecological resources, including port infrastructure
- Eligible Activity 7: Coastal flood protection and related infrastructure.

This proposed amendment does not alter the total amount of funds in the State Expenditure Plan dedicated to infrastructure projects i.e., eligible activities 6 and 7.

Proposed Projects, Programs, and Activities

MANATEE COUNTY

Kingfish Boat Ramp Renovation and Expansion Project

PROJECT NO. 18-10

PROJECT DESCRIPTION

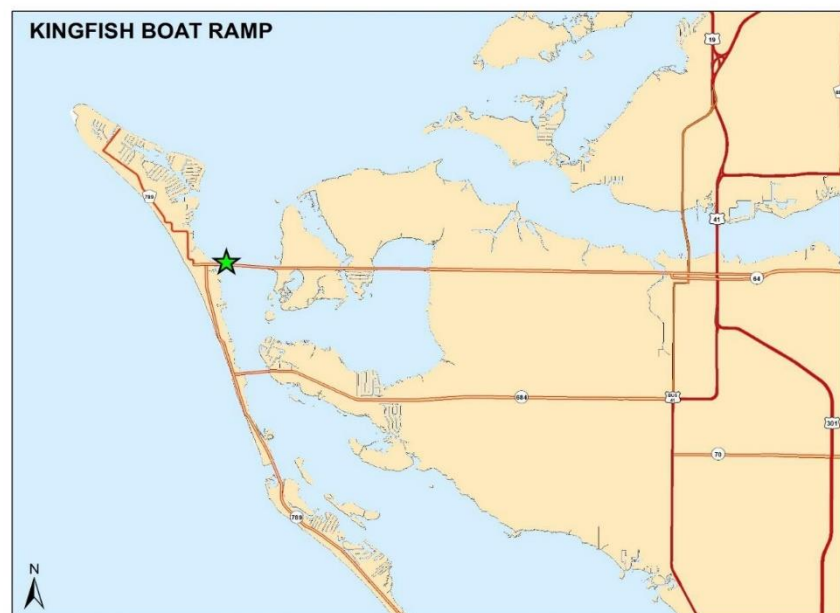
Overview and location

This project involves the complete renovation and expansion of the existing Kingfish Boat Ramp facility located on the north side of Manatee Avenue on the western landing of the Anna Maria Bridge in Manatee County. Location shown below.

Need and Justification

Kingfish Boat Ramp is the most heavily utilized boat ramp in Manatee County. The facility's popularity is due, in large part, to its ideal location on Anna Maria Sound in addition to trailer parking capacity and suitability for larger vessels. Kingfish Boat Ramp has served the steadily increasing number of boaters in Manatee County

since the 1960's. Major structural components of the facility include over 600-feet of concrete seawall, 350-feet of wooden docks and a 55-foot wide concrete launch ramp comprised of 3 launch lanes and a floating finger dock; all of which are nearing the end of their serviceable lifespan. Emergency repairs at the Manatee County Kingfish boat ramp have uncovered severe structural deficiencies in the existing infrastructure and a decision has been made to commit to proceed toward a total rebuild and capacity expansion of the ramp in the estimated cost range of \$4.5million.



Purpose and Objectives

The main objective of this project is the improvement of coastal access, tourism promotion and recreational fishing. This proposal involves the expansion of Manatee County's Kingfish Boat Ramp facility to meet required needs of extended infrastructure lifespan, operational efficiency and capacity to meet the objective goals. Increased operational efficiency will be achieved through a four single-lane design to shorten launching and landing time for vessels.

Project Components

The project is currently about to enter the engineered design phase, which will involve further refinement of the conceptual plan to expand the current three-lane launch to four individual lanes, each separated by a finger dock. Individual launch lanes increase capacity and efficiency by allowing boaters to launch and land vessels separately without being affected by other vessels or vehicles.

The docks will be constructed with durability and longevity in mind, utilizing concrete piling and composite decking. The project also involves planning for the eventual expansion of trailer parking to the east. Manatee County is currently coordinating with the Florida Department of Transportation on plans for this expansion when the western landing of the new Anna Maria/Manatee Avenue Bridge is shifted to the south.

The plans also call for the resurfacing of the parking lot to better control stormwater runoff and reduce maintenance.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

The Kingfish Boat Ramp facility plays a significant role in the water-access based economy of Manatee County and is heavily utilized used by local residents, neighboring county residents, tourists and various commercial operations offering charter fishing, eco-tourism, recreational boat rental, sightseeing, kayak rental and other services. Kingfish Boat Ramp is strategically located and provides easy access to many desirable destinations including the Gulf of Mexico, Tampa Bay, Manatee River, Intracoastal Waterway, Palma Sola Bay and Sarasota Bay.

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activities:

- Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational fishing (primary).

Comprehensive Plans Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 5: Restore and Revitalize the Gulf Economy (primary)

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects (primary)

Implementing Entities

Manatee County will be the sole implementing entity and grant sub-recipient responsible for the design, construction, and success monitoring of the project.

Best Available Science and Feasibility Assessment

As discussed, the Kingfish Boat Ramp facility has existed since the 1960's as an extremely popular and heavily utilized public water access point.

A Best Available Science (BAS) review is required for programs and projects that would restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands and economy of the Gulf Coast. The primary goal of this program is recreational use and tourism promotion; therefore, BAS is not applicable. Any impacts associated with the construction of recreational amenities will be addressed during regulatory permitting. This project is considered feasible with respect to the ability to: (1) secure necessary property agreements and permits (2) construct the proposed recreational improvements; and (3) operate and maintain the improved infrastructure over the long term.

Risks and Uncertainties

No significant risks or uncertainties have been identified that would preclude conducting the project. Coastal park and recreational amenities are at risk for damage by tropical storms and sea-level rise; however, the proposed recreational improvements will consider coastal storm hazards as appropriate.

Success Criteria and Monitoring

As this project addresses improvement of boater access to both the internal waterways of Manatee County and the Gulf of Mexico, success criteria will be developed for the following:

- Recreational amenities improved

In the project grant request, a monitoring plan to document, describe and quantify the improvement will be provided with the as-built drawings.

Project Milestones and Schedule

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Engineering, Design & Permitting																
Construction																
Success Monitoring																

Budget and Funding Sources

Manatee County has developed a preliminary cost estimate for this project of \$4,500,000. Manatee County is committed to allocating \$4,500,000 of its share of the Florida Spill Impact Component to this project.

Engineering, design and permitting costs will be funded by the County's Florida Boating Improvement Program (FBIP), which results from the collection of vessel registration fees. The total costs of these efforts are not yet known, but no Pot 3 funding will be requested for planning costs.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Planning Subtotal	\$0	\$0
Engineering, Design & Permitting	\$0	\$0
Construction	\$0	\$4,500,000
Implementation Subtotal	\$0	\$4,500,000
Success Monitoring	\$0	\$0
Total Cost	\$0	\$4,500,000
COMMITTED FUNDING SOURCES		
Spill Impact Component		\$4,500,000
Direct Component		\$0
Other grants or co-funding		\$0
Other County funds		\$0
Total Committed Funding		\$4,500,000
Budget Shortfall		\$0
POTENTIAL LEVERAGED FUNDING SOURCES		
S.45 Florida Boating Improvement Program (FBIP)		
S.49 Sport Fish Restoration Program		

Implementation

The newly proposed SEP project 18-10 Kingfish Boat Ramp is expected to proceed with implementation beginning in 2019. Project 18-3 Preserve Management Plans (\$280,000) and project 18-8 Coastal Watershed Management Plans (\$1.3M) are being withdrawn from the SEP to allow for sufficient funding. Additionally, Spill Impact Component funding requests for several projects in the original SEP have been revised to lower amounts to accommodate the Kingfish Boat Ramp project. The projects with reduced Spill Impact Component funding requests include:

- Manatee River Oyster Restoration Project - 18-1
- Portosueno Park Living Shoreline - 18-2
- Coastal Preserve Trail and Boardwalk Enhancements - 18-7

- Urban Park Stormwater Improvements - GT Bray Park - 18-9

The reduced costs among these four projects collectively amounts to about \$3.1M. These cost reductions result from increased leveraged funds expected from other sources; it is not expected that the scope of any of those four projects will be reduced.

The complete changes in funding amounts and estimated timing are provided in the following table for Manatee County projects with altered funding amounts or timing.

YEARS FROM SEP APPROVAL																	
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	REVISED SEP project total
Total Allocation \$12,660,000																	Original SEP project total
Kingfish Boat Ramp (\$4.5M) - 18-10																	
Engineering, Design & Permitting (local funding)																	
Construction		4,500,000															
Success Monitoring (local funding)																	\$ 4,500,000 NA
Palmetto Green Bridge Fishing Pier Replacement - 18-5																	
Preliminary Design (local funding)																	
Final Design and Permitting (local funding)																	
Demolition of the old bridge					1,950,000												
Construction					1,156,698												
Monitoring							25,000	25,000									\$ 3,156,698 \$ 3,000,000
Applied Research for Shellfish Aquaculture - 18-6																	
Planning and research priorities																	
Design experiments			100,000														
Collect and analyze data			50,000	50,000													
Technology transfer				25,000	25,000												
Monitoring					25,000	25,000											\$ 300,000 \$ 300,000
Portosueno Park Living Shoreline - 18-2																	
Preliminary Design		30,000															
Final Design and Permitting			45,000														
Construction				530,000													
Monitoring																	\$ 650,000 \$ 1,300,000
Manatee River Oyster Restoration Project - 18-1																	
Preliminary Design	20,000								214,545								
Final Design and Permitting	60,000									114,545	114,545						
Construction - restoration/barge shelling												300,000	235,000	235,000	250,000	250,000	
Monitoring										15,000	15,000	15,000	15,000	15,000	15,000	15,000	\$ 1,898,635 2,628,090
Artificial Reef Program-- Borden Reef - 18-4																	
Collect, prepare, and stage reef materials									75,000	75,000	200,000						
Transport material to permitted reef sites										732,500	200,000						
Monitoring										12,500	12,500	12,500					\$ 1,320,000 \$ 1,320,000
Coastal Preserve Trail and Boardwalk Enhancements - 18-7																	
Preliminary Design									60,000								
Final Design and Permitting										50,000	50,000	60,917	30,000	30,000	30,000	30,000	
Construction												3,150	3,150	3,150	3,150	3,150	\$ 356,667 \$ 956,667
Monitoring																	
Urban Park Stormwater Improvements - GT Bray Park - 18-9																	
Feasibility study and preliminary design												200,000					
Final Design and Permitting													25,500	25,500	25,500	25,500	
Construction														42,000	42,000	42,000	
Monitoring															25,000	25,000	\$ 478,000 \$ 1,600,000
Revised cumulative 4 year totals				5,455,000				8,686,698				11,219,400			12,660,000		\$ 12,660,000 \$ 12,660,000
Original SEP 4 year totals				4,433,253				8,296,982				10,360,047			12,660,000		
Projects not funded using Pot 3 allocations																	
Preserve Management Plans (\$280k) - 18-3																	\$ 280,000
Coastal Watershed Management Plans (\$1.2M) - 18-8																	\$ 1,275,243

Summary of Projects, Programs, and Activities

An updated project summary table and project sequencing table are also included.

Project Summary Table Legend

RESTORE ACT ELIGIBLE ACTIVITIES

1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region
2. Mitigation of damage to fish, wildlife, and natural resources
3. Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
4. Workforce development and job creation
5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
6. Infrastructure projects benefiting the economy or ecological resources, including port infrastructure
7. Coastal flood protection and related infrastructure
8. Planning assistance
9. Administrative costs of complying with the RESTORE Act
10. Promotion of tourism in the Gulf Coast region, including recreational fishing
11. Promotion of the consumption of seafood harvested from the Gulf Coast region

COUNCIL GOALS

1. **Restore and Conserve Habitat:** Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats.
2. **Restore Water Quality and Quantity:** Restore and protect the water quality and quantity of the Gulf Coast region's fresh, estuarine, and marine waters.
3. **Replenish and Protect Living Coastal and Marine Resources:** Restore and protect healthy, diverse, and sustainable living coastal and marine resources.
4. **Enhance Community Resilience:** Build upon and sustain communities with capacity to adapt to short- and long-term changes.
5. **Restore and Revitalize the Gulf Economy:** Enhance the sustainability and resiliency of the Gulf economy.

COUNCIL OBJECTIVES

1. **Restore, Enhance, and Protect Habitats:** Restore, enhance, and protect the extent, functionality, resiliency, and sustainability of coastal, freshwater, estuarine, wildlife, and marine habitats. These include barrier islands, beaches, dunes, coastal wetlands, coastal forests, pine savannahs, coastal prairies, submerged aquatic vegetation, oyster reefs, and shallow and deepwater corals.
2. **Restore, Improve, and Protect Water Resources:** Restore, improve, and protect the Gulf Coast region's fresh, estuarine, and marine water resources by reducing or treating nutrient and pollutant loading; and improving the management of freshwater flows, discharges to, and withdrawals from critical systems.
3. **Protect and Restore Living Coastal and Marine Resources:** Restore and protect healthy, diverse, and sustainable living coastal and marine resources including finfish, shellfish, birds, mammals, reptiles, coral, and deep benthic communities.

4. Restore and Enhance Natural Processes and Shorelines: Restore and enhance ecosystem resilience, sustainability, and natural defenses through the restoration of natural coastal, estuarine, and riverine processes, and/or the restoration of natural shorelines.

5. Promote Community Resilience: Build and sustain Gulf Coast communities' capacity to adapt to short-and long-term natural and man-made hazards, particularly increased flood risks associated with sea-level rise and environmental stressors. Promote ecosystem restoration that enhances community resilience through the re-establishment of non-structural, natural buffers against storms and flooding.

6. Promote Natural Resource Stewardship and Environmental Education: Promote and enhance natural resource stewardship efforts that include formal and informal educational opportunities, professional development and training, communication, and other actions for all ages.

7. Improve Science-Based Decision-Making Processes: Improve science-based decision-making processes used by the Council.

CONSORTIUM OBJECTIVE

8. Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects

Project Summary Table

County	State	Project Number	Project Name	Primary Eligible Activity #	Primary Council Goal #	Primary Council Objective #	FDEP Project Type	Stage of Development	Total Project Cost	Spill Impact Component Request	Total Committed Funding	Infrastructure Cost
Escambia	FL	1-1	Bayou Chico Contaminated Sediment Remediation Project	1	2	2	Habitat Restoration	Feasibility	22,600,000	12,660,000	13,795,510	0
Santa Rosa	FL	2-1	Santa Rosa Sound Water Quality Improvement Program	1	2	2	Water Quality/Quantity	Feasibility	45,845,070	12,660,000	12,660,000	0
Okaloosa	FL	3-1	Coastal Stormwater Retrofit Program	1	2	2	Water Quality/Quantity	Feasibility	6,460,000	4,700,000	5,000,000	0
Okaloosa	FL	3-2	Offshore Fish Aggregating Devices	10	5	8	Living Resources	Feasibility	580,000	500,000	580,000	0
Okaloosa	FL	3-3	Choctawhatchee Bay Estuary Program	8	2	2	Water Quality/Quantity	Planning	3,800,000	1,000,000	2,250,000	0
Okaloosa	FL	3-4	Shoal River Headwaters Protection Program	6	2	2	Water Quality/Quantity	Planning	6,820,000	5,550,000	6,820,000	6,820,000
Okaloosa	FL	3-5	Veterans Park Living Shoreline	1	1	4	Habitat Restoration	Design & Permitting	4,000,000	910,000	1,060,000	0
Walton	FL	4-1	Choctawhatchee Bay Septic to Sewer Conversion	1	2	2	Water Quality/Quantity	Feasibility	14,252,925	12,660,000	12,660,000	0
Bay	FL	5-1	North Bay Water Quality Improvement Program	1	2	2	Water Quality/Quantity	Design & Permitting	12,060,000	6,500,000	7,500,000	0
Bay	FL	5-2	St. Andrew Bay Stormwater Improvement Program	1	2	2	Water Quality/Quantity	Feasibility	14,900,000	6,160,000	6,510,000	0
Gulf	FL	6-1	St. Joseph Bay/Chipola River Sewer Improvement Program	1	2	2	Water Quality/Quantity	Feasibility	15,750,000	7,000,000	9,000,000	0
Gulf	FL	6-2	Coastal Erosion Control Project	7	4	5	Community Resilience	Feasibility	6,000,000	3,000,000	3,000,000	0
Gulf	FL	6-3	Coastal Public Access Program - Gulf	10	5	8	Recreation/Public Access	Planning	2,660,000	2,660,000	2,660,000	0
Franklin	FL	7-1	Emergency Operations Center	6	4	5	Community Resilience	Planning	1,500,000	1,000,000	1,000,000	1,000,000
Franklin	FL	7-2	Apalachicola Bay Oyster Restoration	1	3	3	Living Resources	Planning	5,000,000	5,000,000	5,000,000	0
Franklin	FL	7-3	Apalachicola Bay Cooperative Dredging Program	6	5	8	Community Resilience	Design & Permitting	6,660,000	6,660,000	6,660,000	6,660,000
Wakulla	FL	8-1	Wakulla Springshed Water Quality Protection Program	1	2	2	Water Quality/Quantity	Planning	8,040,570	7,790,570	8,040,570	0
Wakulla	FL	8-2	Coastal Public Access Program - Wakulla	10	5	8	Recreation/Public Access	Planning	4,244,000	4,235,000	4,244,000	0
Wakulla	FL	8-3	Artificial Reef and Oyster Habitat Enhancement	10	5	8	Living Resources	Planning	634,430	634,430	634,430	0
Jefferson	FL	9-1	Wacissa River Springshed Protection Program	6	2	2	Water Quality/Quantity	Feasibility	7,160,000	7,160,000	7,160,000	7,160,000
Jefferson	FL	9-2	Wacissa River Park Improvement Program	10	5	8	Land Acquisition	Planning	2,000,000	2,000,000	2,000,000	0
Jefferson	FL	9-3	Coastal Public Access Program - Jefferson	10	5	8	Recreation/Public Access	Planning	3,500,000	3,500,000	3,500,000	0
Taylor	FL	10-1	Coastal Public Access Program - Taylor	10	5	8	Recreation/Public Access	Planning	12,660,000	12,660,000	12,660,000	0
Dixie	FL	11-1	Horseshoe Beach Working Waterfront Project	6	5	8	Community Resilience	Planning	6,000,000	3,000,000	3,000,000	3,000,000
Dixie	FL	11-2	Shired Island Park Beach Nourishment and Living Shoreline	1	3	4	Habitat Restoration	Concept	2,000,000	2,000,000	2,000,000	0
Dixie	FL	11-3	Horseshoe Cove Oyster Restoration Project	1	3	3	Living Resources	Concept	1,000,000	1,000,000	1,000,000	0
Dixie	FL	11-4	Coastal Public Access Program - Dixie	10	5	8	Recreation/Public Access	Planning	1,460,000	1,460,000	1,460,000	0
Dixie	FL	11-5	Coastal Wastewater Septic to Sewer Conversion Program	1	2	2	Water Quality/Quantity	Planning	10,000,000	5,200,000	5,200,000	0
Levy	FL	12-1	Waccasassa River Conservation Land Acquisition	1	1	1	Land Acquisition	Planning	2,960,000	2,960,000	2,960,000	0
Levy	FL	12-2	Suwannee Sound/Cedar Key Oyster Restoration Project	1	3	3	Living Resources	Feasibility	2,000,000	2,000,000	2,000,000	0
Levy	FL	12-3	Coastal Septic to Sewer Conversion Program	1	2	2	Water Quality/Quantity	Concept	30,000,000	7,700,000	7,700,000	0
Citrus	FL	13-1	NW Quadrant Sewer Force Main Project	1	2	2	Water Quality/Quantity	Design & Permitting	6,500,000	3,500,000	6,500,000	0
Citrus	FL	13-2	Cross Florida Barge Canal Boat Ramp	10	5	8	Recreation/Public Access	Design & Permitting	5,312,603	3,958,000	5,312,603	0
Citrus	FL	13-3	Artificial Reef Program - Citrus	10	5	8	Living Resources	Implementation	900,000	850,000	900,000	0
Citrus	FL	13-4	Springshed Stormwater Improvement Program	1	2	2	Water Quality/Quantity	Planning	4,372,000	4,352,000	4,372,000	0
Hernando	FL	14-1	Artificial Reef Program - Hernando	10	5	8	Living Resources	Feasibility	2,350,000	2,350,000	2,350,000	0
Hernando	FL	14-2	Coastal Habitat Enhancement Program	1	3	3	Living Resources	Feasibility	900,000	750,000	900,000	0
Hernando	FL	14-3	Waterway/Gulf Access Program	10	5	8	Recreation/Public Access	Feasibility	4,660,000	4,560,000	4,660,000	0
Hernando	FL	14-4	Weeki Wachee Springshed Septic to Sewer Conversion Program	1	2	2	Water Quality/Quantity	Design & Permitting	22,950,000	2,600,000	2,600,000	0
Hernando	FL	14-5	Coastal Stormwater Improvement - Calienta Street	7	2	2	Water Quality/Quantity	Planning	4,900,000	2,400,000	2,400,000	2,400,000
Pasco	FL	15-1	Port Richey Watershed Stormwater Management Project	7	4	5	Water Quality/Quantity	Design & Permitting	10,600,000	5,000,000	5,000,000	5,000,000
Pasco	FL	15-2	Hammock Creek-Sea Pines Stormwater Management Project	7	4	5	Water Quality/Quantity	Design & Permitting	3,800,000	2,024,600	2,024,600	2,024,600
Pasco	FL	15-3	Inshore Artificial Reef - Pithlachascotee River	10	3	3	Living Resources	Planning	510,000	510,000	510,000	0
Pasco	FL	15-4	Coastal Environmental Research Network (CERN)	6	4	6	Community Resilience	Concept	2,225,000	2,100,000	2,100,000	2,100,000
Pasco	FL	15-5	Artificial Reef Program – Hudson Reef	10	5	8	Living Resources	Design & Permitting	115,000	100,000	100,000	0
Pasco	FL	15-6	Madison Street and Gulf Drive Stormwater Retrofit Project	7	4	5	Water Quality/Quantity	Feasibility	1,321,600	1,025,400	1,025,400	1,025,400

County	State	Project Number	Project Name	Primary Eligible Activity #	Primary Council Goal #	Primary Council Objective #	FDEP Project Type	Stage of Development	Total Project Cost	Spill Impact Component Request	Total Committed Funding	Infrastructure Cost
Pasco	FL	15-7	Crews Lake Hydrologic Restoration	1	2	2	Water Quality/Quantity	Design & Permitting	8,922,720	1,400,000	1,400,000	0
Pasco	FL	15-8	Ranch Road Infrastructure Improvements	7	2	2	Water Quality/Quantity	Planning	2,800,000	500,000	500,000	500,000
Pinellas	FL	16-1	Lake Seminole Sediment Removal Project	1	2	2	Water Quality/Quantity	Implementation	18,860,000	1,160,000	18,860,000	0
Pinellas	FL	16-2	Wastewater Collection System Improvements	1	2	2	Water Quality/Quantity	Planning	18,000,000	6,460,000	6,460,000	0
Pinellas	FL	16-3	Land Acquisition for Floodplain Restoration and Resiliency	1	2	2	Land Acquisition	Planning	10,000,000	3,450,000	10,000,000	0
Pinellas	FL	16-4	Coastal Public Access Program - Pinellas	10	5	8	Recreation/Public Access	Planning	2,000,000	1,150,000	2,000,000	0
Pinellas	FL	16-5	Artificial Reef Program - Pinellas	10	5	8	Living Resources	Implementation	490,000	440,000	490,000	0
Hillsborough	FL	17-1	Cockroach Bay Aquatic Preserve Land Acquisition and Ecosystem Restoration	1	1	1	Land Acquisition	Planning	7,200,000	5,000,000	5,000,000	0
Hillsborough	FL	17-2	Delaney Creek/Palm River Heights Septic to Sewer Conversion	1	2	2	Water Quality/Quantity	Planning	35,000,000	7,660,000	7,660,000	0
Manatee	FL	18-1	Manatee River Oyster Restoration Project	1	3	3	Living Resources	Planning	2,628,090	1,898,635	1,898,635	0
Manatee	FL	18-2	Portosueno Park Living Shoreline	1	1	1	Habitat Restoration	Planning	1,300,000	650,000	650,000	0
Manatee	FL	18-4	Artificial Reef Program - Larry Borden Reef	10	5	8	Living Resources	Implementation	1,320,000	1,320,000	1,320,000	0
Manatee	FL	18-5	Palmetto Greene Bridge Fishing Pier Replacement	6	5	8	Recreation/Public Access	Planning	5,000,000	3,156,698	3,156,698	0
Manatee	FL	18-6	Applied Research for Shellfish Aquaculture	11	5	8	Living Resources	Planning	400,000	300,000	300,000	0
Manatee	FL	18-7	Coastal Preserve Trail and Boardwalk Enhancements	10	5	8	Recreation/Public Access	Planning	2,000,000	356,667	356,667	0
Manatee	FL	18-9	Urban Stormwater Improvements – GT Bray Park	1	2	2	Water Quality/Quantity	Planning	2,030,000	478,000	2,030,000	0
Manatee	FL	18-10	Kingfish Boat Ramp	10	5	8	Recreation/Public Access	Planning	4,500,000	4,500,000	4,500,000	0
Sarasota	FL	19-1	Dona Bay Hydrologic Restoration Program	1	2	2	Water Quality/Quantity	Implementation	13,204,832	12,660,000	13,204,832	0
Charlotte	FL	20-1	Charlotte Harbor Septic to Sewer Conversion Program	1	2	2	Water Quality/Quantity	Design & Permitting	89,710,000	12,660,000	89,710,000	0
Lee	FL	21-1	North East Caloosahatchee Tributaries Restoration Project	1	2	2	Water Quality/Quantity	Feasibility	19,418,000	12,660,000	19,418,000	0
Collier	FL	22-1	Comprehensive Watershed Improvement Program	1	2	2	Water Quality/Quantity	Design & Permitting	32,000,000	12,660,000	32,000,000	0
Monroe	FL	23-1	Canal Management Master Plan Implementation	1	2	2	Water Quality/Quantity	Implementation	19,048,690	12,660,000	19,048,690	0
TOTALS									629,795,530	291,180,000	440,432,635	37,690,000

Infrastructure % 13%

Projects with Estimated Timing of Funding Availability

Sequencing Summary Table

Years from SEP Approval		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total Project Cost	Total Allocation
County Projects		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Escambia					\$1,200,000				\$8,300,000				\$11,200,000				\$12,660,000		
	1-1 Bayou Chico Contaminated Sediment Remediation Program	\$300,000		\$800,000	\$100,000	\$4,950,000	\$2,150,000			\$2,900,000				\$1,460,000				\$12,660,000	\$12,660,000
Santa Rosa					\$5,300,000				\$7,995,500				\$11,207,403				\$12,660,000		
	2-1 Santa Rosa Sound Water Quality Improvement Program	\$1,915,465	\$769,535	\$1,297,500	\$1,317,500	\$1,431,750	\$1,223,750	\$20,000	\$20,000	\$1,098,500	\$1,098,500	\$20,000	\$994,903	\$1,412,597	\$20,000	\$20,000		\$12,660,000	\$12,660,000
Okaloosa					\$4,674,048				\$6,200,000				\$10,621,429				\$12,660,000		
	3-1 Coastal Stormwater Retrofit Program	\$761,429	\$1,251,429	\$61,429	\$1,251,429	\$1,251,429	\$61,429	\$61,429										\$4,700,000	
	3-2 Offshore Fish Aggregating Devices	\$75,000	\$121,667	\$121,667	\$121,667	\$30,000	\$30,000											\$500,000	
	3-3 Choctawhatchee Bay Estuary Program	\$243,750	\$243,750	\$210,417	\$210,417	\$91,667												\$1,000,000	
	3-4 Shoal River Headwaters Protection Program									\$42,857	\$962,857	\$2,022,857	\$1,392,857	\$1,042,857	\$42,857	\$42,857		\$5,550,000	
	3-5 Veterans Park Living Shoreline													\$660,000	\$83,333	\$83,333	\$83,333	\$910,000	\$12,660,000
Walton					\$3,627,783				\$7,653,429				\$10,585,279				\$12,660,000		
	4-1 Choctawhatchee Bay Septic to Sewer Conversion	\$382,029	\$382,029	\$2,481,695	\$382,029	\$4,025,646					\$428,564	\$428,564		\$2,074,722				\$12,660,000	\$12,660,000
Bay					\$5,197,333				\$7,968,000				\$10,730,000				\$12,660,000		
	5-1 North Bay Water Quality Program	\$50,000	\$120,000	\$700,000	\$730,000	\$100,000	\$150,000	\$150,000		\$1,250,000	\$1,250,000		70,000	252,500	\$182,500	\$747,500		\$6,500,000	
	5-2 St. Andrew Bay Stormwater Improvement Program	\$1,756,000	\$1,156,000	\$176,000	\$509,333	\$1,809,333	\$409,333	\$76,000	\$76,000	\$76,000	\$76,000	\$20,000	\$20,000					\$6,160,000	\$12,660,000
Gulf					\$4,825,000				\$7,600,000				\$11,100,000				\$12,660,000		
	6-1 St. Joseph Bay/Chipola River Sewer Improvement Program	\$600,000		\$500,000	\$950,000	\$950,000	\$150,000	\$250,000	\$950,000	\$1,825,000	\$725,000	\$50,000	\$50,000					\$7,000,000	
	6-2 St. Joseph Peninsula Coastal Erosion Control Project	\$210,000	\$185,000	\$1,190,000	\$1,190,000	\$75,000	\$75,000	\$75,000										\$3,000,000	
	6-3 Coastal Public Access Program					\$250,000							\$850,000	\$850,000	\$330,000	\$330,000	\$50,000	\$2,660,000	\$12,660,000
Franklin					\$4,035,000				\$7,955,000				\$10,606,667				\$12,660,000		
	7-1 Emergency Operations Center	\$150,000	\$460,000	\$360,000	\$30,000													\$1,000,000	
	7-2 Apalachicola Bay Oyster Restoration	\$150,000	\$100,000	\$50,000	\$1,125,000	\$1,125,000	\$50,000	\$50,000	\$1,125,000	\$1,125,000	\$50,000	\$50,000						\$5,000,000	
	7-3 Apalachicola Bay Cooperative Dredging Program	\$100,000		\$60,000	\$1,450,000	\$1,450,000	\$60,000	\$60,000	\$300,000	\$100,000	\$60,000		\$966,667	\$966,667	\$966,667	\$60,000	\$60,000	\$6,660,000	\$12,660,000
Wakulla					\$5,387,862				\$8,286,633				\$11,185,403				\$12,660,000		
	8-1 Wakulla Springshed Water Quality Protection Program	\$1,175,000	\$810,833	\$446,750	\$1,320,696	\$1,205,334	\$561,600	\$504,650	\$369,937	\$296,750	\$8,000	\$8,000	\$251,020	\$508,000	\$308,000	\$8,000	\$8,000	\$7,790,570	
	8-2 Coastal Public Access Program	\$25,000	\$800,000	\$25,000	\$600,000	\$150,000	\$150,000		\$300,000	\$85,000	\$1,750,000		\$500,000	\$500,000				\$4,235,000	
	8-3 Artificial Reef and Oyster Habitat Enhancement			\$74,583	\$110,000	\$87,250	\$10,000	\$10,000		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$92,597			\$634,430	\$12,660,000
Jefferson					\$5,380,333				\$7,764,667				\$11,159,000				\$12,660,000		
	9-1 Wacissa River Springshed Protection Program	\$125,000	\$385,000	\$16,667	\$3,275,000	\$75,000	\$16,667	\$16,667	\$16,667	\$3,200,000	\$16,667	\$16,667						\$7,160,000	
	9-2 Wacissa River Park Improvement Program	\$400,000	\$1,000,000	\$25,000	\$41,667	\$500,000	\$16,667	\$16,667										\$2,000,000	
	9-3 Coastal Public Access Program				\$112,000	\$435,000	\$422,000	\$447,000	\$422,000	\$137,000	\$12,000		\$12,000	\$422,000	\$745,000	\$322,000	\$12,000	\$3,500,000	\$12,660,000
Taylor					\$5,300,000				\$8,300,000				\$11,200,000				\$12,660,000		
	10-1 Coastal Public Access Program	\$500,000	\$4,800,000					\$3,000,000		\$2,900,000				\$300,000	\$680,000	\$430,000	\$50,000	\$12,660,000	\$12,660,000
Dixie					\$4,866,667				\$7,435,000				\$10,486,667				\$12,660,000		
	11-1 Horseshoe Beach Working Waterfront Project	\$225,000	\$875,000	\$750,000	\$1,100,000	\$25,000	\$25,000											\$3,000,000	
	11-2 Shired Island Park Beach Nourishment and Living Shoreline	\$150,000	\$125,000	\$125,000	\$775,000	\$775,000	\$25,000	\$25,000										\$2,000,000	
	11-3 Horseshoe Cove Oyster Restoration	\$100,000	\$75,000	\$91,667	\$350,000	\$350,000	\$16,667	\$16,667										\$1,000,000	
	11-4 Coastal Public Access Program				\$125,000	\$405,000	\$80,000	\$400,000	\$425,000	\$25,000								\$1,460,000	
	11-5 Coastal Septic to Sewer Conversion Program										\$150,000	\$756,667	\$2,120,000	\$2,120,000	\$26,667	\$26,667		\$5,200,000	\$12,660,000
Levy					\$4,326,667				\$5,460,000				\$10,560,000				\$12,660,000		
	12-1 Waccasassa River Conservation Land Acquisition	\$2,080,000	\$867,500	\$12,500														\$2,960,000	
	12-2 Suwannee Sound/Cedar Key Oyster Restoration	\$200,000	\$166,667	\$500,000	\$500,000	\$500,000	\$66,667	\$66,667	\$250,000	\$1,000,000	\$1,100,000	\$1,100,000	\$1,900,000	\$1,900,000	\$100,000	\$100,000		\$2,000,000	
	12-3 Coastal Septic to Sewer Conversion Program							\$250,000					\$1,900,000	\$1,900,000	\$100,000	\$100,000		\$7,700,000	\$12,660,000
Citrus					\$4,987,557				\$8,298,000				\$11,198,000				\$12,660,000		
	13-1 NW Quadrant Sewer Force Main Project	\$142,500	\$1,214,167	\$1,071,667	\$1,071,667													\$3,500,000	
	13-2 Cross Florida Barge Canal Boat Ramp		\$664,076		\$823,481	\$823,481	\$823,481		\$840,000	\$10,000								\$3,958,000	
	13-3 Artificial Reef Program																	\$850,000	
	13-4 Springshed Stormwater Improvement Program									\$700,000	\$700,000	\$745,000	\$745,000	\$600,000	\$600,000	\$140,000	\$122,000	\$4,352,000	\$12,660,000

Years from SEP Approval		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total Project Cost	Total Allocation
County Projects		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Hernando																			
	14-1 Artificial Reef Program	\$700,000	\$250,000	\$400,000	\$4,786,833	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$225,000	\$225,000	\$50,000	\$50,000					\$2,350,000
	14-2 Coastal Habitat Enhancement Program	\$107,000	\$220,000	\$107,000	\$252,000	\$32,000	\$32,000												\$750,000
	14-3 Coastal Public Access Program				\$80,000	\$85,000	\$22,500	\$250,000	\$250,000	\$250,000	\$272,500	\$772,500	\$772,500	\$1,010,000	\$750,000	\$22,500	\$22,500		\$4,560,000
	14-4 Weeki Wachsee Springshed Septic to Sewer Conversion Program		\$300,000	\$762,500	\$925,000	\$462,500			\$50,000	\$50,000	\$50,000								\$2,600,000
	14-5 Coastal Stormwater Improvement - Calienta Street	\$37,500	\$75,000	\$162,500	\$158,333	\$1,900,000	\$33,333	\$33,333											\$2,400,000
																			\$12,660,000
Pasco																			
	15-1 Port Richey Watershed Stormwater Management Project	\$150,000	\$545,000	\$2,320,000	\$1,945,000	\$20,000	\$20,000												\$5,000,000
	15-2 Hammock Creek/Sea Pines Watershed Stormwater Managment Project							\$166,667	\$987,300	\$837,300	\$16,667	\$16,667							\$2,024,600
	15-3 Inshore Artificial Reef - Pithlachscotee River				\$10,000	\$30,000	\$450,000	\$10,000	\$10,000										\$510,000
	15-4 Coastal Environmental Research Network (CERN)													\$500,000	\$1,000,000	\$550,000	\$50,000		\$2,100,000
	15-5 Artificial Reef Program - Hudson Reef		\$50,000	\$50,000															\$100,000
	15-6 Madison Street and Gulf Drive Stormwater Retrofit Project									\$140,640	\$442,380	\$442,380							\$1,025,400
	15-7 Crews Lake Hydrologic Restoration	\$246,000						\$395,360	\$395,360	\$181,640	\$181,640								\$1,400,000
	15-8 Ranch Road Infrastructure Improvements												\$70,000		\$210,000	\$215,000	\$5,000		\$500,000
																			\$12,660,000
Pinellas																			
	16-1 Lake Seminole Sediment Removal Project		\$333,333	\$373,333	\$373,333	\$40,000	\$40,000												\$1,160,000
	16-2 Wastewater Collection System Improvements			\$75,000	\$50,000		\$325,000	\$366,667	\$2,780,000	\$2,780,000	\$41,667	\$41,667							\$6,460,000
	16-3 Land Acquisition for Floodplain Restoration and Resiliency		\$1,150,000	\$1,150,000	\$1,150,000														\$3,450,000
	16-4 Coastal Public Access Program													\$150,000	\$100,000	\$900,000			\$1,150,000
	16-5 Artificial Reef Program													\$440,000					\$440,000
																			\$12,660,000
Hillsborough																			
	17-1 Cockroach Bay Aquatic Preserve Land Acquisition and Ecosystem Restoration	\$3,600,000	\$75,000	\$108,333	\$4,458,333	\$575,000	\$575,000	\$33,333	\$33,333										\$5,000,000
	17-2 Delaney Creek/Palm River Heights Septic to Sewer Conversion	\$50,000	\$50,000		\$575,000				\$500,000	\$500,000	\$50,000	\$2,136,667	\$2,136,667	\$2,136,667	\$50,000	\$50,000			\$7,660,000
																			\$12,660,000
Manatee																			
	18-1 Manatee River Oyster Restoration	\$80,000	\$0	\$0	\$955,000	\$0	\$0	\$0	\$4,186,698	\$0	\$214,545	\$129,545	\$129,545	\$315,000	\$250,000	\$250,000	\$265,000	\$265,000	\$1,898,635
	18-2 Puertosseno Park Living Shoreline	\$0	\$30,000	\$45,000	\$575,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000
	18-4 Artificial Reef Program- Borden Reef	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$820,000	\$412,500	\$12,500	\$0	\$0	\$0	\$0	\$0	\$1,320,000
	18-5 Palmetto Greene Bridge Fishing Pier Replacement	\$0	\$0	\$0	\$0	\$3,106,698	\$0	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,156,698
	18-6 Applied Research for Shellfish Aquaculture	\$0	\$0	\$150,000	\$75,000	\$50,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
	18-7 Coastal Preserve Trail and Boardwalk Enhancements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$50,000	\$50,000	\$64,067	\$33,150	\$33,150	\$33,150	\$33,150	\$33,150	\$356,667
	18-9 Urban Stormwater Improvements – GT Bray Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$25,500	\$67,500	\$92,500	\$92,500	\$92,500	\$478,000
	18-10 Kingfish Boat Ramp		\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000
																			\$12,660,000
Sarasota																			
	19-1 Dona Bay Hydrologic Restoration Program			\$440,000	\$640,000	\$200,000	\$2,073,333	\$2,073,333	\$3,403,333	\$8,190,000				\$10,860,000					\$12,660,000
																			\$12,660,000
Charlotte																			
	20-1 Charlotte Harbor Septic to Sewer Conversion Program	\$2,150,000	\$1,520,000		\$5,393,862	\$1,723,862	\$2,906,138					\$2,800,000				\$1,560,000			\$12,660,000
																			\$12,660,000
Lee																			
	21-1 North East Caloosahatchee Tributaries Restoration Project	\$500,000	\$1,553,571	\$1,150,000	\$4,353,571	\$1,150,000	\$1,150,000	\$53,571	\$53,571	\$2,415,000	\$2,415,000	\$53,571	\$53,571	\$501,250	\$501,250	\$554,821	\$53,571		\$12,660,000
																			\$12,660,000
Collier																			
	22-1 Comprehensive Watershed Improvement Project		\$87,500	\$2,548,033	\$5,183,567	\$2,548,033		\$2,513,867				\$2,508,533			\$2,454,033				\$12,660,000
																			\$12,660,000
Monroe																			
	23-1 Canal Management Master Plan Implementation	\$937,435	\$2,102,449	\$1,165,015	\$5,369,913	\$1,165,015	\$723,761	\$723,761	\$723,761	\$8,264,956	\$723,761	\$723,761	\$723,761	\$723,761	\$1,500,000				\$12,660,000
																			\$12,660,000
																			\$291,180,000

AGENDA ITEM 13

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 13
Consortium Audit, Findings and Recommendations**

Statement of Issue:

Board acceptance of the findings of the Consortium's Audit and Federal Single Audit.

Background:

The Auditor's report was delivered to the Gulf Consortium Audit Committee on 4/26/2019. A summary of the audit was provided verbally to the Executive Committee.

Options:

- (1) Approve the Auditors report
- (2) Board Direction

Recommendation:

Motion to approve Option 1.

Attachments:

Annual Financial Report and Independent Audit Report, through September 30, 2018

Prepared by:

Valerie Seidel
The Balmoral Group
On: June 5, 2019

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

GULF CONSORTIUM
FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

**GULF CONSORTIUM
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SEPTEMBER 30, 2018**

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INDEPENDENT AUDITORS' REPORT

To the Honorable Members of Gulf Consortium

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Gulf Consortium (the Consortium), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Consortium's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the government-wide/fund financial statements of the Consortium, as of September 30, 2018, and the respective changes in financial position and the budgetary comparison for the General Fund thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for the purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 26, 2019, on our consideration of the Consortium's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Consortium's internal control over financial reporting and compliance.

Warren Averett, LLC

Fort Walton Beach, Florida
April 26, 2019

**GULF CONSORTIUM
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018**

As management of the Gulf Consortium (the Consortium), our discussion and analysis of the Consortium's financial performance provides an overview of the Consortium's financial activities for the fiscal year ended September 30, 2018. It should be read in conjunction with the Consortium's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The Consortium's assets exceeded its liabilities by \$132,346 (net position) and represents an increase of \$40,288 from the prior year. The total net position of the Consortium is unrestricted.
- Operating revenues consist of membership dues paid by each of the 23 participating counties and grant funds earned from the Oil Spill Impact Program. Total revenues earned during the year ended September 30, 2018, were \$2,031,917, of which 93.1% was generated from a federal grant award and 6.9% from membership dues.
- Grant-funded expenses of \$1,891,867 consisted of services approved under task orders to provide grant management services and compilation of Florida's State Expenditure Plan. Other operating expense of \$99,762, which was paid from membership dues and prior year unrestricted resources related to Consortium management, legal, audit, grant writing, and meeting and travel expenses.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

Florida's 23 Gulf Coast counties formed the Consortium to meet requirements of the RESTORE Act to develop a State Expenditure Plan for economic and environmental recovery of the Gulf Coast in Florida following the Deepwater Horizon oil spill. The RESTORE Act was passed by the Congress on June 29, 2012, and signed into law on July 6, 2012, by the President.

The Consortium's Board of Directors consists of one representative from each of the 23 counties. As a public entity, the Consortium must meet all government transparency requirements in Florida, including open public records and meetings, ethics, and state auditing obligations. Since its inception, the Consortium has held several committee meetings to begin developing Florida's State Expenditure Plan.

To foster the development of the State Expenditure Plan, to enhance coordination, and also to ensure consistency with the goals and objectives of the Gulf Coast Ecosystem Restoration Council's Draft Initial Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy, the Consortium entered into a Memorandum of Understanding ("MOU") with Florida Governor Rick Scott on June 6, 2013. The MOU outlines cooperation elements between the Governor's office and the Consortium. The MOU identifies the Consortium as the responsible party for the creation of the State Expenditure Plan.

**GULF CONSORTIUM
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS – CONTINUED

Governmental financial statements – The governmental financial statements are designed to provide readers with a broad overview of the Consortium's finances.

Government-wide and Fund Financial Statements

The basic financial statements of the Consortium are composed of the following:

- Government-wide Financial Statements
- Fund Financial Statements
- Notes to Financial Statements

Government-wide Financial Statements (the Statement of Net Position and the Statement of Activities) report information on the reporting government as a whole, except for its fiduciary activities. The Consortium only has governmental activity and does not engage in any business-type activities.

The Statement of Activities shows the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly related to a specific function or segment. Program revenue consists of contributions that are restricted to meeting specific requirements of a particular function or segment.

The Statement of Net Position presents information on the Consortium's assets and liabilities, with the difference between its assets and liabilities reported as net position. The Statement of Activities presents information showing how a government's net position changed during the fiscal year. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of the Consortium is improving or deteriorating. Net position increases when revenues exceed expenses or there is an increase to assets without a corresponding increase to liabilities, which indicates an improved financial condition.

The governmental fund balance sheet presents information on the Consortium's assets and liabilities, with the difference between them reported as fund balance. The statement of governmental fund revenues, expenditures, and changes in fund balances presents information showing how a government's fund balance changed during the fiscal year. Over time, increases or decreases in fund balance may serve as a useful indicator of whether the financial condition of the Consortium is improving or deteriorating. Fund balance increases when revenues exceed expenditures or there is an increase to assets without a corresponding increase to liabilities, which indicates an improved financial condition.

Notes to financial statements – The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Required Supplementary Information, other than Management's Discussion and Analysis, is not applicable to the Consortium's form of government and related activities.

**GULF CONSORTIUM
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018**

FINANCIAL ANALYSIS

Table 1 focuses on net position. The Consortium's net position was \$132,346 as of September 30, 2018. Unrestricted net position is intended to cover the Consortium's on-going operating expenses. During the year ended September 30, 2018, the Planning Grant funds were available to the Consortium to pay for any grant-related costs, including legal, management, and meeting expenses. Non-grant legal, management, and meeting and travel expenses were less than budgeted amounts.

Table 2 focuses on the change in net position. Operating revenues consist of membership dues paid by each of the 23 participating counties and grant funds earned from the Oil Spill Impact Program. Grant-funded expenses of \$1,891,867 consisted of services approved under task orders to provide grant management services and compilation of Florida's State Expenditure Plan. Other operating expenses of \$99,762, which were paid from membership dues related to the Consortium's management, legal, audit, grant writing, and meeting and travel expenses.

**Table 1
GULF CONSORTIUM
STATEMENTS OF NET POSITION
AS OF SEPTEMBER 30, 2018**

	<u>2018</u>	<u>2017</u>
Assets		
Cash and cash equivalents	\$ 200,955	\$ 101,088
Due from other governments	145,766	68,930
Total Current Assets	<u>\$ 346,721</u>	<u>\$ 170,018</u>
Liabilities		
Accounts payable	\$ 214,375	\$ 77,960
Total Current Liabilities	<u>214,375</u>	<u>77,960</u>
Net position		
Unrestricted	132,346	92,058
Total net position	<u>\$ 132,346</u>	<u>\$ 92,058</u>

**GULF CONSORTIUM
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018**

**Table 2
GULF CONSORTIUM
STATEMENTS OF CHANGES IN NET POSITION
AS OF SEPTEMBER 30, 2018**

	2018	2017
REVENUES		
Intergovernmental	\$ 2,031,917	\$ 846,385
Other income	-	14
Total Revenues	2,031,917	846,399
OPERATING EXPENSES		
Grant writing and other operating expenses	1,991,629	788,281
Total Operating Expenses	1,991,629	788,281
CHANGE IN NET POSITION	40,288	58,118
NET POSITION, BEGINNING OF YEAR	92,058	33,940
NET POSITION, END OF YEAR	\$ 132,346	\$ 92,058

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The Consortium's budget for fiscal year 2019 totals \$10,768,603, which is \$3.2 million lower than the fiscal year 2018. The fiscal year 2018 budget included the expectation to receive grant revenues relating to the Planning State Expenditure Plan, Stand-Up State Expenditure Plan and Florida State Expenditure Plan. However, funding for the Stand-Up State Expenditure Plan and the Florida State Expenditure Plan did not occur during fiscal year 2018 and is expected to occur during fiscal year 2019. The fiscal year 2019 budget includes \$10,698,578 of federal grant revenue with grant expenses budgeted in the same amount. Tasks expected to be started and completed during the year ending September 30, 2019, include receiving approval from the RESTORE Council on the State Expenditure Plan and Stand-Up State Expenditure Plan, at which time grant funds related to projects within the State Expenditure Plan are expected to become available and begin drawdown.

REQUESTS FOR INFORMATION

This financial report is designed to provide a narrative overview and analysis of the financial activities of the Consortium for the fiscal year that ended September 30, 2018. Management's Discussion and Analysis is designed to: (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the Consortium's financial activities, (c) identify changes in the Consortium's financial position, and (d) identify individual fund issues or concerns of the Consortium's financial activity. Questions concerning any of the information provided in the report or requests for additional information should be addressed to the President, The Balmoral Group, LLC, 165 Lincoln Avenue, Winter Park, Florida 32789.

BASIC FINANCIAL STATEMENTS

GULF CONSORTIUM
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2018

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
ASSETS			
Cash and cash equivalents	\$ 200,955	\$ -	\$ 200,955
Due from other governments	<u>145,766</u>	<u>-</u>	<u>145,766</u>
TOTAL ASSETS	<u><u>\$ 346,721</u></u>	<u>-</u>	<u>346,721</u>
LIABILITIES			
Accounts payable	<u>\$ 214,375</u>	<u>-</u>	<u>214,375</u>
TOTAL LIABILITIES	214,375	-	214,375
FUND BALANCE/NET POSITION			
Fund balance:			
Unassigned	<u>132,346</u>	<u>(132,346)</u>	
TOTAL FUND BALANCE	<u>132,346</u>	<u>(132,346)</u>	
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 346,721</u></u>		
Net position			
Unrestricted		<u>132,346</u>	<u>132,346</u>
TOTAL NET POSITION		<u><u>\$ 132,346</u></u>	<u><u>\$ 132,346</u></u>

See notes to the financial statements.

GULF CONSORTIUM
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
REVENUES			
Intergovernmental:			
Planning grant	\$ 1,891,867	\$ -	\$ 1,891,867
Membership dues	140,050	-	140,050
TOTAL REVENUES	<u>2,031,917</u>	<u>-</u>	<u>2,031,917</u>
EXPENDITURES/EXPENSES			
Management fees	103,071	-	103,071
Legal and other professional fees	134,037	-	134,037
Meetings and other operating expenses	25,180	-	25,180
Grant management fees	45,000	-	45,000
Grant writing and State Expenditure Plan development	1,684,341	-	1,684,341
TOTAL EXPENDITURES/EXPENSES	<u>1,991,629</u>	<u>-</u>	<u>1,991,629</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>40,288</u>	(40,288)	
CHANGE IN NET POSITION		<u>40,288</u>	<u>40,288</u>
FUND BALANCES/NET POSITION			
Beginning of the year	<u>92,058</u>	-	<u>92,058</u>
End of the year	<u>\$ 132,346</u>	<u>\$ -</u>	<u>\$ 132,346</u>

See notes to the financial statements.

**GULF CONSORTIUM
BUDGETARY COMPARISON STATEMENT-GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
GENERAL FUND				
Intergovernmental:				
Planning grant	\$ 25,577,190	\$ 13,765,263	\$ 1,891,867	\$ (11,873,396)
Membership dues	140,050	140,050	140,050	-
TOTAL REVENUES	25,717,240	13,905,313	2,031,917	(11,873,396)
EXPENDITURES				
Management fees	110,000	110,000	103,071	(6,929)
Legal and other professional fees	180,000	180,000	134,037	(45,963)
Meetings and other operating expenses	15,050	15,050	25,180	10,130
Grant management fees	60,000	60,000	45,000	(15,000)
Grant writing and State Expenditure Plan development	1,684,372	1,684,372	1,684,341	(31)
Stand-up State Expenditure Plan development expense	396,111	221,038	-	(221,038)
Florida State Expenditure Plan implementation expense	23,271,707	11,634,853	-	(11,634,853)
TOTAL EXPENDITURES	25,717,240	13,905,313	1,991,629	(11,913,684)
EXCESS DEFICIENCY OF REVENUES OVER (UNDER) EXPENDITURES	-	-	40,288	40,288
FUND BALANCE AT BEGINNING OF YEAR	-	-	92,058	92,058
FUND BALANCE AT END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 132,346</u>	<u>\$ 132,346</u>

See notes to the financial statements.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF DISTRICT

Description of District

The Gulf Consortium (the Consortium) was created in response to the United States Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The RESTORE Act was established as a mechanism for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged by the Deepwater Horizon Oil Spill, which occurred on April 20, 2010. The RESTORE Act established the Gulf Coast Ecosystem Restoration Council (the Restoration Council), an independent entity, which is composed of certain federal officials and the Governors of Alabama, Florida, Mississippi, Louisiana, and Texas. The RESTORE Act charges the Restoration 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. The projects and programs are to be funded from a portion of the Gulf Coast Restoration Trust Fund. For Florida, the RESTORE Act, under 33 U.S.C. Chapter 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 the criteria specified in the RESTORE Act. Therefore, pursuant to Section 163.01, *Florida Statutes*, by Inter-local Agreement among 23 Florida Gulf Coast affected counties, the Consortium was created on November 19, 2012, to: 1) develop Florida's State Expenditure Plan, 2) prepare and process proposals for funding under the competitive program to be processed and administered by the Restoration Council, and 3) act as a resource and advocate for Consortium members.

On September 29, 2015, the Restoration Council published its proposed rule on the RESTORE Act, Spill Impact component state allocation formula. The Spill Impact component represents 30% of a portion of civil fines and administrative penalties derived from the Clean Water Act and is expected to be \$1.60 billion. The proposed allocation of the Spill Impact component for the State of Florida was 18.36% of the total designated or approximately \$242 million.

During the year ended September 30, 2015, the Consortium planning grant application to prepare Florida's State Expenditure Plan ("FSEP") was submitted to the Restoration Council. The Restoration Council subsequently approved \$4.64 million of the planning grant application. The performance period of the grant is August 23, 2014 to November 9, 2018.

The Reporting Entity

The Consortium was incorporated as an independent special district, under the laws and regulations of the State of Florida. Membership of the Consortium is limited to the counties that were impacted by the Deepwater Horizon Oil Spill. As of September 30, 2018, the Consortium's membership consisted of the 23 Florida counties with frontage to the Gulf of Mexico. Each member appoints one Director of the Consortium to act as a representative on its behalf. The Consortium operates independently and is not subject to the oversight of any individual governmental unit, and therefore, is not a component unit of another primary government.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF DISTRICT –
CONTINUED**

Government-wide and Fund Financial Statements

The basic financial statements of the Consortium are composed of the following:

- Government-wide Financial Statements
- Fund Financial Statements
- Notes to Financial Statements

Government-wide Financial Statements (the Statement of Net Position and the Statement of Activities) report information on the reporting government as a whole, except for its fiduciary activities. The Consortium only has governmental activity and does not engage in any business-type activities.

The Statement of Activities shows the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly related to a specific function or segment. *Program revenue* consists of contributions that are restricted to meeting specific requirements of a particular function or segment.

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. For this purpose, the Consortium considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to claims and judgments are recorded only when payment is due.

Intergovernmental revenues during the current fiscal period are considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

The Consortium reports the following major governmental fund:

General Fund - The General Fund is the general operating fund of the Consortium and is used to account for all financial resources, except for those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the Consortium's policy to use restricted resources first, then unrestricted resources, as they are needed.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF DISTRICT –
CONTINUED**

Intergovernmental Revenues

The Consortium's intergovernmental revenues consist of dues revenues received per the Inter-local Agreement and federal grant funding.

Cash and Cash Equivalents

The Consortium's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments purchased within three months of maturity.

Budgetary Requirement and Basis

Expenditures are controlled by appropriations in accordance with the budget requirements set forth in the Consortium's Board policy. The budgeted revenues and expenditures reflect all amendments approved by the Board. Budgetary control is required at the fund (or grant) level. The budget is prepared on a basis consistent with accounting principles generally accepted in the United States of America ("GAAP").

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. CASH

Deposits at year-end were held by financial institutions designated as a "qualified public depository" by the State Treasurer. All deposits were fully insured through a combination of Federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. At September 30, 2018, the reported amount of the deposits and the bank balance was \$200,955.

3. DUE FROM OTHER GOVERNMENTS

The Consortium's receivable from other governments as of September 30, 2018, is \$145,766 due from the Gulf Coast Ecosystem Restoration Council.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

4. RELATED PARTIES

State of Florida

On June 12, 2013, the Consortium entered into a Memorandum of Understanding (MOU) with the Governor of the State of Florida to collaborate for the benefit of the Gulf of Mexico and the State of Florida with a focus on maximizing Florida's attainment of funds under the RESTORE Act to restore the Gulf Coast resources and energize the economic recovery in the region. The MOU establishes the process of coordinating with the Governor's office on projects in the State Expenditure Plan for Florida, which will be certified, if appropriate, by the Governor to the Gulf Coast Ecosystem Restoration Council for approval (see Note 1 for information on the Restoration Council). As part of the MOU, the Governor shall appoint six individuals to provide input and guidance to the Consortium on policies and criteria used to determine projects, activities, and programs for consideration in the State Expenditure Plan (the Plan). Additionally, the Consortium will consult with the State on the development of the Plan and provide the Plan to the Governor for review prior to submission to the Restoration Council.

The Balmoral Group, LLC

On May 1, 2017, The Balmoral Group, LLC was contracted to serve as the Consortium's full-time manager. Services provided include administration of Consortium operations, as well as other administrative duties, including financial management, accounting services and the annual budget preparation. The contract term is for a period of two years and will continue until April 31, 2019. Management expenses for the year ended September 30, 2018, totaled \$103,071.

Leon County, Florida

The Consortium has an inter-local agreement with Leon County, Florida to provide all necessary personnel to develop a competitive procurement policy and procurement services as needed. The level of effort related to these services was not significant during the year ended September 30, 2018, and, as such, no expenses or related in-kind revenue have been recorded.

5. CONCENTRATIONS

The Consortium's revenue is generated from two sources, membership dues and federal grant funds relating to the Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program. During the year ended September 30, 2018, 7% of the Consortium's revenue was generated from membership dues and 93% from federal grant awards. The Consortium is fiscally dependent upon the federal grant funding and membership revenue sources.

6. FUND BALANCE

The Consortium's fund balance is classified as follows:

Unassigned Fund Balance - represents all spendable amounts available for general use of the Consortium. There was a \$132,346 unassigned fund balance at September 30, 2018.

**GULF CONSORTIUM
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

7. CONTINGENCY

Amounts received or receivable from the grantor agency is subject to audit and adjustment by the grantor agency. If expenditures are disallowed as a result of these audits, the claim for reimbursement to the grantor agency would become a liability of the Consortium. In the opinion of management, any such adjustments would not be significant, and therefore do not have a material adverse effect on the financial position of the Consortium.

COMPLIANCE SECTION

**GULF CONSORTIUM
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

<u>Federal Grantor/Pass-Through Grantor/State Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Contract Number</u>	<u>Expenditures</u>	<u>Pass-Through to Subrecipients</u>
FEDERAL AWARDS				
Gulf Coast Ecosystem Restoration Council (RESTORE Council)				
Gulf Coast Ecosystem Restoration Council				
Oil Spill Impact Program	87.052	GNTSP16FL0021	\$ 1,891,867	\$ -
TOTAL FEDERAL AWARDS			<u>\$ 1,891,867</u>	<u>\$ -</u>

The accompanying notes are an integral part of this schedule.

GULF CONSORTIUM
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

A. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the Federal award activity of Gulf Consortium (the Consortium) and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Because the Schedule presents only a selected portion of the operations of the Consortium, it is not intended to and does not present the net position or changes in net position of the Consortium.

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the *Uniform Guidance*, wherein certain types of expenditures are not allowed or are limited as to reimbursement.

C. DE MINIMIS INDIRECT COST RATE ELECTION

The Consortium has elected to use the 10 percent de minimis indirect cost rate as allowed under *Uniform Guidance*.

**INDEPENDENT ACCOUNTANTS' REPORT ON AN EXAMINATION OF
COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER
10.550, RULES OF THE AUDITOR GENERAL**

To the Members of the Gulf Consortium

We have examined the Gulf Consortium's (the Consortium) compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2018.

Management is responsible for the Consortium's compliance with those requirements. Our responsibility is to express an opinion on the Consortium's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Consortium complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Consortium complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the Consortium's compliance with specified requirements.

In our opinion, the Consortium complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

Fort Walton Beach, Florida
April 26, 2019

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS**

To the Members of the Gulf Consortium

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of governmental activities and general fund of the Gulf Consortium (the Consortium), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Consortium's basic financial statements and have issued our report thereon dated April 26, 2019.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Consortium's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Consortium's internal control. Accordingly, we do not express an opinion on the effectiveness of the Consortium's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Consortium's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Consortium's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Consortium's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Warren Averett, LLC

Fort Walton Beach, Florida
April 26, 2019

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Members of the Gulf Consortium

Report on Compliance for the Major Federal Program

We have audited the compliance of Gulf Consortium (the Consortium) with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on the Consortium's major federal program for the year ended September 30, 2018. The Consortium's major federal program is identified in the summary of auditor results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal and state awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for the Consortium's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Consortium's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Consortium's compliance with those requirements.

Opinion on Major Federal Program

In our opinion, the Consortium complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2018.

Report on Internal Control over Compliance

Management of the Consortium is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the internal control over compliance with requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Consortium's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Fort Walton Beach, Florida
April 26, 2019

**GULF CONSORTIUM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

A. SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- | | | | | |
|------------------------------------------------------------------------------------------------|-------|-----|----------------------|---------------|
| • Material weakness(es) identified? | _____ | Yes | _____ <u>X</u> _____ | No |
| • Significant deficiency(ies) identified that is/are not considered to be material weaknesses? | _____ | Yes | _____ <u>X</u> _____ | None Reported |
| Noncompliance material to financial statements noted? | _____ | Yes | _____ <u>X</u> _____ | No |

Federal Awards

Internal control over major programs:

- | | | | | |
|------------------------------------------------------------------------------------------------|-------|-----|----------------------|---------------|
| • Material weakness(es) identified? | _____ | Yes | _____ <u>X</u> _____ | No |
| • Significant deficiency(ies) identified that is/are not considered to be material weaknesses? | _____ | Yes | _____ <u>X</u> _____ | None Reported |

Type of auditors' report issued on compliance for major programs: Unmodified

- | | | | | |
|----------------------------------------------------------------------------------------------------------|-------|-----|----------------------|----|
| • Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance? | _____ | Yes | _____ <u>X</u> _____ | No |
|----------------------------------------------------------------------------------------------------------|-------|-----|----------------------|----|

Identification of major projects:

CFDA Number/ Name of Federal Program or Cluster	Federal CFDA Number
Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program	87.052
Dollar threshold used to distinguish between type A and type B programs for federal awards?	<u>\$750,000</u>
Auditee qualified as low-risk auditee for federal awards?	_____ Yes _____ <u>X</u> _____ No

B. FINDINGS – FINANCIAL STATEMENTS

There were no findings, which were required to be reported in accordance with government auditing standards generally accepted in the United States of America.

**GULF CONSORTIUM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM

There were no findings, which were required to be reported in accordance with the Uniform Guidance.

**GULF CONSORTIUM
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

Findings Related to the Financial Statements which are Required to be Reported in Accordance with Generally Accepted Governmental Auditing Standards (GAGAS)

FINDING 2017-001: Documentation of Internal Controls Related to Grants

Condition: This finding was a material weakness stating that internal controls over compliance with the types of compliance requirements described in the U.S. Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on the Consortium's major program were not documented.

Recommendation: The auditor recommended the Consortium's management document internal controls and procedures over compliance with grants. This should include identifying all direct and material compliance requirements and documenting internal controls using the Committee of Sponsoring Organizations (COSO) model.

Current Status: Corrective action was taken.

FINDING 2017-002: Supporting Documentation for Grant Payments

Condition: This finding was a material weakness noting several grant-related payments to one contractor lacked supporting documentation. The Consortium did not maintain evidence that substantiated the related tasks/deliverables had been completed or appropriate progress had been made on a task prior to making payment on the contract.

Recommendation: The auditor recommended the Consortium request supporting documentation to sufficiently supports; goods purchased, services performed or task progress/completion from all vendors prior to making payments.

Current Status: Corrective action was taken.

MANAGEMENT LETTER

To the Members of the Gulf Consortium

Report on the Financial Statements

We have audited the financial statements of the Gulf Consortium (the Consortium), as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated April 26, 2019.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of *Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, And the Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Florida Auditor General*.

Other Reporting Requirements

We have also issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance of Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated April 26, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title and legal authority for the Consortium has been disclosed in Note 1 to the financial statements. The Consortium has no component units.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the Consortium has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, the results of our tests did not indicate that the Consortium met any of the conditions described in Section 218.503(1), Florida Statutes.

Financial Condition and Management – Continued

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the Consortium's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, members of the Consortium, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

We greatly appreciate the assistance and cooperation extended to us during our audit.

A handwritten signature in cursive script that reads "Warren Averett, LLC".

Fort Walton Beach, Florida
April 26, 2019

AGENDA ITEM 14

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 14
Request to formalize Delegated Authority**

Summary:

Gulf Consortium's adopted policies included delegated authority to execute contracts for standard subrecipient agreements. In order to carry out the operations of the Consortium more efficiently, the \$50,000 cap for General Manager's authority to execute contracts will require explicit waiver. Consideration for formalizing this waiver and authority by a full Board vote is proposed.

Analysis:

Currently, the Manager's contract requires the Manager to carry out actions to administer the operations of the Consortium and to perform all administrative duties as required for compliance with applicable laws and rules and Board approval. In the normal course of duties this may include issuing payment of invoices presented for services completed; executing contracts with vendors for routine services that are included in the approved budget, such as A/V for Board meetings; executing contracts to fulfill grant requirements; and similar tasks.

Staff carries out items previously approved by the Board. Where Delegated Authority may come into play is in the periodic revisiting of Leon County's fiscal agent contract, for example. In this case, the Board has already approved the general contract, and delegated to the Manager the task of negotiating periodic fee adjustments within agreed upon margins; if such negotiations occur, they are reported back to the Board.

An additional item for discussion that may make the Consortium's work more efficient would be delegating authority to execute contracts with subrecipients upon grant award. Section 4.1 of the Grants Manual allows for the Grants Administrator (General Manager staff) to use delegated signature authority to execute the contract (defined as The Board-approved form grant agreement/contract for use between the Consortium and the member counties) with the subrecipient member county. The policy further states that "Any grant agreement/contract that materially deviates from the approved form shall require separate review and approval by the Board".

Pursuant to the Procurement Policy, the General Manager is limited to executing contracts of \$50,000 or less, which will exclude virtually all subrecipient agreements. To avoid requiring each contract to be brought back to Executive Committee, or the full Board for signature approval, the cap of \$50,000 would need to be waived for subrecipient agreements only; the amount of the grant application, previously approved by the Board, would constitute the cap for any individual subrecipient agreement.

As a housekeeping matter, Section 4.1 also states that a form for delegated signature authority be used, but this form actually pertains to submittal of the initial grant application. Subject to approval of this item, the sentence "See Appendix 1 for Sample Form for signature delegation" will be deleted.

The Finance Committee discussed potential parameters for delegation of contract execution authority specifically for subrecipient agreements. If Terms and Conditions were imposed that fell outside the Standard Terms and Conditions, normal approval requirements would prevail.

An example of how delegated authority information could be reported back to the Finance Committee or full Board is included from the FIND Agenda attached.

Action:

Finance Committee and Executive Committee reviewed the item and recommended the item advance to the full Board for discussion. Actions for consideration include:

- 1) Formalize delegated contract execution authority within Standard terms and conditions (defined to include Special Terms and Conditions that are specific to certain transactions, as identified from time to time in RESTORE Council guidance documentation), as included in the Board-approved Grants policy, to the Manager for approval. This option would require producing a list of all executed contracts at the subsequent Finance Committee meeting for ratification, and potentially to the Board, as the Board sees fit.
- 2) Waive the \$50,000 cap for Manager contract execution; the grant application funding amount shall serve as the contract execution cap for any particular subrecipient agreement.

Attachments:

Copy of FIND Agenda listing actions taken since previous Board meeting under Delegated Authority.

Recommendation:

Finance Committee and Executive Committee reviewed the item and recommended the item advance to the full Board for discussion.

Prepared by:
Valerie Seidel
The Balmoral Group, Manager
On: June 5, 2019

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**EXECUTIVE DIRECTOR'S
DELEGATION OF AUTHORITY**

Actions from December 4, 2018 through January 7, 2019

1. Executed several Assistance Program Project Agreements and Project Extensions as approved by the Board.
2. Approved payment of \$4,717.90 to Taylor Engineering for general engineering services.
3. Approved a contract & payment with Bonn Environmental Services & Technologies, Inc. in the amount of \$4,950.00 for replacement of three (3) groundwater monitoring wells located at Dredged Material Management Area (DMMA) BV-52, Brevard County, FL.
4. Approved a contract & payment with Bonn Environmental Services & Technologies, Inc. in the amount of \$4,950.00 for replacement of three (3) groundwater monitoring wells located at DMMA 617C, Palm Beach County, FL.
5. Approved a Change Order (#1) to Taylor Work Order #18-10, in the amount of \$8,068.20, to extend vibration monitoring at DMMA M-8, St. Lucie County, FL.
6. Approved a contract with Bonn Environmental Services & Technologies, Inc. in the amount of \$8,720.00 for 1-year of quarterly sampling and analysis for eleven (11) groundwater monitoring wells located at DMMA BV-24A, Brevard County, FL.

AGENDA ITEM 15

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 15
Consideration of Additional Finance and Budget Committee Members**

Summary:

Consideration of whether additional committee members with willing financial expertise should be added to the committee.

Analysis:

Currently the Finance and Budget Committee has three members including two Commissioners (Carnahan and Lynchard) and one RESTORE Coordinator (Matt Posner). In an effort to avoid scheduling constraints and invite additional committee members, additional willing committee members with financial expertise were considered. Currently Yana Matiyuk of Pinellas County and Heather Larson of Sarasota County were potential candidates; both have financial credentials and have indicated they are willing and able to serve.

General Counsel has reviewed the action and found no impediments to doing so, however full Board approval is required.

Action:

Finance Committee and Executive reviewed the item and recommended the item advance to the full Board for discussion.

Recommendation:

- 1) Approve adding the additional members to the Finance and Budget Committee.
- 2) Other Direction.

Prepared by:
Valerie Seidel
The Balmoral Group, Manager
On: May 23, 2019

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

AGENDA ITEM 16

**Gulf Consortium Board Meeting
June 13, 2019**

**Agenda Item 16
Status of Bucket 2 Projects**

Statement of Issue:

Per Board approval to include regular reports from the Consortium's partners, DEP/FWC staff will provide a verbal update of Bucket 2 and related projects. For information only; no action is required.

Background:

The State partner agencies' report will be given verbally at the Board Meeting on June 13, 2019

Attachments:

None

Prepared by:

Amanda Jorjorian
The Balmoral Group
On: June 5, 2018

AGENDA ITEM 17a

**Gulf Consortium Board of Directors Meeting
June 13, 2019**

**Agenda Item 17a
Approval of Form Subrecipient Agreement**

Executive Summary:

This item requests a recommendation from the Executive Committee regarding approval of a form Subrecipient Agreement to be entered into between the Consortium and member counties for the implementation of SEP projects.

Background:

The Consortium, as a recipient of Restore Act grant funds, is responsible for preparing, processing and overseeing grant applications from the 23 member counties, which constitute subrecipients of Restore Act funds. To establish the terms and conditions governing the subaward of Restore Act funds from the Consortium to the member counties to implement the projects contained in the SEP, Section 4 of the Consortium Grants Manual calls for the development of a form subrecipient agreement to be entered into between the Consortium and the member counties.

The attached form subrecipient agreement (and related attachments) has been prepared by the Consortium's General Counsel for intended use in connection with all SEP implementation projects. In addition to the standard terms and conditions contained in the agreement, any special conditions applicable to the subaward shall be included as an attachment to each agreement (as provided in Attachment B to the attachments to the agreement). The form subrecipient agreement has been provided to the member counties via their Restore Coordinators for review and comment and has also been provided to the Restore Council's General Counsel for review. A number of comments and suggested edits were received, many of which have been incorporated into the draft agreement.

Additionally, ESA submitted comments concerning Section 12E of the agreement relating to entities that are recused from participation in the implementation of any SEP project, program, or activity. This language is not intended to impose any new or different restrictions on ESA or any other such recused entities, but rather ensure that the subrecipient counties are placed on notice that to the extent that they should contract with any of the recused entities for the performance of SEP implementation work, they do so at their own risk and that such costs will not be eligible for grant reimbursement. The recused entities remain free to work on any other projects for the Consortium or the counties, including pot 1 and pot 2 projects, Triumph projects, etc., so long as they were not included in the SEP and there are no pot 3 funds involved.

Options:

Option #1, Approve the Form Subrecipient Agreement and Attachments.

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. _____
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN

1. Subrecipient name (which must match the registered name in DUNS):
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN):
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"):
5. Subaward Period of Performance:

Effective Date:
Project Completion Date:
6. Amount of Federal Funds Obligated by this action:
7. Total Amount of Federal Funds Obligated to the Subrecipient:
8. Total Amount of the Federal Award Subject to this Agreement:
9. Federal award project description:
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity-
11. CFDA Number and Name:
12. Identification of whether the award is for research and development (R&D):
13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"):

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THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **[INSERT COUNTY]**, a political subdivision of the State of Florida, whose address is **[INSERT ADDRESS]** (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through **Financial Assistance Award FAIN No. ____** between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 112-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan (“FSEP”) was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. ____ provides for **[INSERT BRIEF GENERAL DESCRIPTION OF PROJECT]**; and

WHEREAS, on **[INSERT DATE]**, the Consortium and the RESTORE Council entered into **Financial Assistance Award FAIN No. ____** governing the award of funds from the Trust Fund for the purpose of funding all or a portion of **FSEP Project No. ____**, as further described in such Financial Assistance Award and the attachments thereto (the “Project”); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to **Financial Assistance Award FAIN No. ____** to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, **Financial Assistance Award FAIN No. ____**, attached hereto as **Attachment A** (hereinafter the “Financial Assistance Award” or “Award”), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council’s Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter “Special Award Conditions”); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until **[INSERT DATE]** (the “Project Completion Date”), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of **\$(INSERT AWARD AMOUNT)** for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at <https://www.gulfconsortium.org/grant-resources> ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at <https://www.gulfconsortium.org/grant-resources>, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium’s applicable policies and procedures. Within ten (10) days of the Consortium’s receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. Final Project Report. Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

"This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 691-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. **By Consortium.** The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. **By Subrecipient.** Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. **Termination for Convenience.** This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. **Force Majeure.** If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. **Effect of Termination.** Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty (20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific

remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit

findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at <https://www.gulfconsortium.org/>), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the Consortium, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the “Recused Entities”) are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient’s award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses,

women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;

2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled “Conflict of Interest” in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient’s performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

[TO COME]

Subrecipient

Project Manager

[TO COME]

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the

originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the

System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions**.

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. Amendments to this Agreement shall require approval by the **TO COME** for the Consortium. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and

copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

GULF CONSORTIUM

[MEMBER COUNTY]

By:_____

By:_____

Print Name and Title

Print Name and Title

Date:_____

Date:_____

Attest:

Attest:

By:_____

By:_____

Print Name and Title

Print Name and Title

ATTACHMENT B
SPECIAL AWARD CONDITIONS

1. Nature of the additional requirements: See below.
2. Reason why the additional requirements are being imposed:
3. Nature of the action needed to remove the additional requirement (if applicable):
4. Time allowed for completing the actions (if applicable):
5. The method for requesting reconsideration of the additional requirements imposed:

[DESCRIBE APPLICABLE SPECIAL CONDITIONS HERE,
REFER TO 2 CFR 200.205 AND 200.207]

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 “Consolidation of contract compliance functions for equal employment opportunity” (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 “Equal Employment Opportunity” (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency”
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

AGENDA ITEM 17b

**Gulf Consortium Board of Directors
June 13, 2019**

**Agenda Item 17b
Interlocal Agreement with Leon County for Conflict Counsel Services**

Statement of Issue:

Request Board approval of the Interlocal Agreement with Leon County for Conflict Counsel Services.

Background:

The Consortium, as recipient of Restore Act grant funds, is responsible for preparing, processing and overseeing grant applications from the 23 member counties. In addition to serving as General Counsel to the Consortium, our law firm also serves as County Attorney's Office for Okaloosa and Wakulla counties, two of the member counties that make up the Consortium. Due to concerns over potential conflicts of interests, we contacted the Leon County Attorney's Office to seek interest in acting as "conflict counsel" on all matters involving Okaloosa and Wakulla counties' programs, projects and activities in the SEP. Leon County has graciously agreed to assist the Consortium, at the same hourly rate that the Consortium currently pays NGN, and approved the attached Interlocal Agreement at its regularly scheduled meeting on May 14, 2019.

The Consortium has previously enlisted the assistance of the Leon County Procurement Office to provide purchasing services and the Leon County Clerks Office to act as fiscal agent.

Options:

- Option #1, Approve the interlocal agreement.
- Option #2, Reject the interlocal agreement.
- Option #3, Board Direction.

Recommendation:

Option #1

Attachment:

Interlocal Agreement with Leon County for Conflict Counsel Services

Prepared by:

Lynn M. Hoshihara
Nabors, Giblin & Nickerson, P.A.
General Counsel

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND THE GULF CONSORTIUM FOR LEGAL SERVICES

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

RECITALS

WHEREAS, this Agreement is entered into pursuant to section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, pursuant to the RESTORE ACT, the Consortium developed a State Expenditure Plan (the “SEP”) for economic and environmental recovery of the Gulf Coast of Florida following the Deepwater Horizon oil spill; and

WHEREAS, the Consortium, as recipient of RESTORE ACT grant funds, is responsible for preparing, processing, and overseeing grant applications from the 23 member counties; and

WHEREAS, Nabors, Giblin & Nickerson (“NGN”), General Counsel to the Consortium, also serves as County Attorney for Okaloosa and Wakulla counties, two of the member counties that make up the Consortium; and

WHEREAS, the County and the Consortium wish to enter into an agreement that authorizes the County to provide conflict counsel services for the Consortium in its review and oversight of Okaloosa and Wakulla counties’ programs, projects and activities included in the SEP.

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

SECTION 1. CONFLICT COUNSEL SERVICES

A. The County shall provide all necessary personnel and take all required steps to perform conflict counsel services on behalf of the Consortium, as follows: Provide legal services related to the implementation of projects, programs and activities included in the SEP, including, but not limited to, reviewing grant applications from subrecipient counties, preparing and negotiating subrecipient agreements, and advising and assisting the Consortium’s Manager and the Consortium Board on matters which NGN has a conflict.

B. All work to be performed under this Agreement shall be assigned by NGN. Once a matter is assigned to the County, all other communications shall be through the Consortium General Manager and NGN will be notified when the task is completed.

SECTION 2. COMPENSATION

A. The County agrees to provide conflict counsel services to the Consortium at cost for an hourly rate of \$ 250.00. Additionally, the County shall be entitled to seek, and the Consortium shall reimburse the County for all of its direct expenses.

B. In accordance with section 218.77, Florida Statutes, regarding requirements for disclosure of contingencies associated with federal requirements, the Consortium's payment of compensation to the County is contingent upon the receipt of federal funds and federal approval.

C. The County shall submit invoices for payment of or reimbursement for actual costs incurred. Any travel expenses will be paid or reimbursed in accordance with section 112.061, Florida Statutes. The County shall bill periodically, but not less often than monthly, by invoice reflecting legal services and expenses with all appropriate back-up materials typically required by governmental entities. Invoices shall be sent to the Consortium General Manager for processing.

SECTION 3. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a term of two (2) years thereafter. This Agreement shall thereafter automatically renew for successive one (1) year periods unless the Consortium or the County opt not to renew or extend the Agreement. This Agreement may be terminated by either party upon providing written notice thirty (30) days in advance of the termination date.

SECTION 4. GENERAL PROVISIONS

A. Choice of Law, Venue and Severability.

This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

B. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

C. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

D. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the “Dispute Notice.”

2. Should the Parties be unable to reconcile any dispute, the appropriate County and Consortium representative shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the Leon County Board of County Commissioners and the Board of Directors of the Consortium. If the Parties are unable to reconcile their dispute, they shall report their impasse to such Boards who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

E. Public Records

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BALMORAL GROUP 165 LINCOLN AVENUE, WINTER PARK, FL 32789 PHONE: (407) 629-2185 Gulf.Consortium@balmoralgroup.us.

The County must comply with the public records laws, Florida Statute Chapter 119, specifically the County must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the Consortium’s custodian of public records, provide the Consortium with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Consortium.

d. Upon completion of the contract, transfer, at no cost, to the Consortium all public records in possession of the County or keep and maintain public records required by the County to perform the service. If the County transfers all public records to the Consortium upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Consortium, upon the request from the Consortium's custodian of public records, in a format that is compatible with the information technology systems of the Consortium.

SECTION 5. EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon execution by all Parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

LEON COUNTY, FLORIDA

Attest:

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

By: _____
Gwen Marshall, Clerk of Court

Date: _____

Approved as to form:
County Attorney's Office

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

THE GULF CONSORTIUM

ATTEST:

By: _____
Warren Yeager, Chairman
Board of Directors

Secretary-Treasurer
Board of Directors

Date: _____

APPROVED AS TO FORM:

Lynn M. Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.
General Counsel