



**Executive Committee Agenda
September 9, 2016, 4:00 p.m. Eastern
Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301
Dial-in Number: 1-888-670-3525
Participant Passcode: 998 449 5298#**

1. Call to Order and Roll Call
2. Public Comment
3. Approval of Minutes from June 16, 2016 Executive Committee Meeting
4. SEP Project Management Update:
 - 4.1 Work Order 4A Update and Recommendations
 - 4.2 Work Order 4B Presentation
 - 4.3 Work Order 6 and Preview of Remaining 2016-17 Work Orders
Doug Robison
Environmental Science Associates
5. Planning Grant Update
 - 5.1 Post Award Process/Procedure
 - 5.2 Analysis of Work Orders Approved and Grant Award Amount
 - 5.3 Presentation on Grants Management at SEP Implementation Stage
Lisa King/Mike Langton
Langton Consulting
6. Discussion of Consortium's 2017 Regularly-Scheduled Meeting Calendar and Locations
7. Approval of Independent Auditor for FY 2015/16
8. Recommend Approval of FY 2015/16 Budget Amendment
9. Recommend Approval of FY 2016/17 Budget
10. Interim Manager Report
11. General Counsel Report
12. New Business
13. Public Comment



14. Upcoming Board Meetings
September 13, 2016, 3:00 pm, ET
Hutchinson Island Marriott
Plantation Ballroom
555 NE Ocean Boulevard
Stuart, Martin County

December 2, 2016, 10:00 am, ET
Buena Vista Palace, Orange County
15. Adjourn

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

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

DATE AND TIME: September 9, 2016 at 4:00 pm (ET)

PLACE: Dial in Number: 888-670-3525

Participant Passcode: 998 449 5298#

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will conduct a Board of Directors preview meeting, consisting of a planning grant update; work orders under the State Expenditure Plan; FY2016-17 budget; and, conduct other business. In accordance with section 163.01, the location of the conference call is the Florida Association of Counties, 100 S. Monroe Street, Tallahassee, FL 32301.

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

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

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

Gulf Consortium Executive Committee Meeting
September 9, 2016, 4:00 p.m., Eastern
FAC Office - Conference Call



<u>County</u>	<u>Executive Committee Member</u>	<u>Present</u>
Escambia	Commissioner Grover Robinson	
Gulf	Warren Yeager	
Monroe	Commissioner George Neugent	
Charlotte	Commissioner Chris Constance	
Pasco	Commissioner Jack Mariano	

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 3
Approval of June 16, 2016 Executive Committee Minutes**

Statement of Issue:

This agenda item proposes approval of the June 16, 2016 Executive Committee meeting minutes.

Options:

- (1) Approve the June 16, 2016 Executive Committee minutes, as presented; or
- (2) Amend and then approve the June 16, 2016 Executive Committee minutes.

Recommendation:

Motion to approve the June 16, 2016 Executive Committee meeting minutes, as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: September 7, 2016

Attachment:

Draft 6/16/16 Minutes

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Executive Committee Meeting
June 16, 2016, 2:00 p.m. (Eastern)
Florida Association of Counties
Leon County, Tallahassee, Florida**

Officers in Attendance Telephonically: Commissioner Grover Robinson (Escambia), Commissioner George Neugent (Monroe), Commissioner Chris Constance (Charlotte), Commissioner Jack Mariano (Pasco) and Warren Yeager (Gulf).

Agenda Item #1 – Call to Order

Chairman Grover Robinson (Escambia) called the meeting to order at 2:01 pm (ET).

Agenda Item #2 – Public Comment

None.

Agenda Item #3 – Approval of Minutes from April 13, 2016 Executive Committee Meeting

Chairman Grover Robinson (Escambia) presented the minutes from the April 13, 2016 Executive Committee meeting. A motion to approve the April 13, 2016 Executive Committee minutes was presented by Warren Yeager (Gulf) and seconded by Commissioner Jack Mariano (Pasco).

ACTION: APPROVED

Agenda Item #4.1 – Planning Grant Application Update

Chairman Grover Robinson (Escambia) recognized Lisa King with Langton Associates who briefed the Committee on the status of the Planning Grant Application to include the submission of the revised Planning Grant Application on May 2, 2016 to the Restoration Council and a subsequent request by the Council to make five minor revisions which included: adding the Chair as an Authorizing Official; adding DUNS and FEIN information on contractors; clarification and refinements of pre-award cost invoices; and, revisions to cash flow projections. Ms. King also informed the Committee that she had requested the Restoration Council that the grant award be approved by the June 28, 2016 Board meeting. A question was posed by the Executive Committee regarding total amount of cost expended to date and Ms. King responded. There were no further questions by the Committee and no action was required.

Agenda Item #4.2 – ESA Work Order #4A – Compile Preliminary Project List (Phase 1)

Chairman Grover Robinson (Escambia) recognized Doug Robison with ESA who gave an overview of the proposed revised Work Order #4A, detailing the work to be performed in this specific work order. Committee discussion ensued and questions were posed to Mr. Robison who responded in kind regarding time frames. There was no further discussion by the Committee and a motion was made to recommend

approval of the revised Work Order #4A to the full Board of Directors by Warren Yeager (Gulf) and seconded by Jack Mariano (Pasco). The motion passed unanimously.

ACTION: APPROVED

Agenda Item #5 –Interim Manager Report

Ginger Delegal, Interim Manager, gave the Interim Manager Report to the Committee which included a brief overview of staff activities since the April 21 Board meeting. Ms. Delegal also informed the Committee that the 2016-17 Gulf Consortium budget would be addressed at the Board meeting scheduled for September 13, 2016 and would include the continuation of county contributions for the next budget year. There were no questions or comments by the Executive Committee.

Agenda Item # 6 – General Counsel Report

Sarah Bleakley, General Counsel, gave the General Counsel report to the Committee which included a brief overview of the General Counsel's activities since the April 21 Board meeting. Ms. Bleakley also announced her retirement as General Counsel of the Consortium and introduced her replacement, Lynn Hoshihara. The Executive Committee thanked Ms. Bleakley for her work as General Counsel of the Gulf Consortium since its inception.

Agenda Item # 7 - Old Business: Committee of 8 Reauthorization and Committee of 15 Reauthorization

Warren Yeager (Gulf) requested the removal of the old business agenda items from the agenda. Board discussion ensued and, a motion was made by Warren Yeager (Gulf) to decline to reauthorize the Committees of 8 and 15, respectively. The motion was seconded with discussion by Commissioner Jack Mariano (Pasco). Further Board discussion continued until a vote was had by the Committee. The motion passed unanimously.

ACTION: APPROVED*

Agenda Item # 8 – New Business

Commissioner Grover Robinson (Escambia) gave a detailed explanation of the letter that he had emailed to the Executive Committee before the meeting regarding conceptual design and feasibility studies monies available through the grant award. Considerable Board discussion ensued and it was decided that the letter would be discussed at the June Board meeting and addressed in the future when necessary.

Agenda Item #9 – Public Comment

Commissioner Sara Comander (Walton)

Commissioner Sara Comander (Walton) sought clarification on the action taken on Agenda Item # 7 – Old Business. It was her understanding that the Committees of 8 and 15 were to be abolished instead of the action that was taken “decline to reauthorize the Committees of 8 and 15.” Warren Yeager (Gulf) stated that the Executive Committee's intention was to abolish the respective Committees. Ms. Bleakley informed the Executive Committee that was not the motion made and if that was the intent of the Executive Committee that a new motion would have to be made in order to reflect that intent. Therefore,

a motion was made to abolish the Committee of the 8 and the Committee of the 15 by Warren Yeager (Gulf) and seconded by Commissioner Jack Mariano (Pasco) and the motion passed unanimously.

Agenda Item #10 – Upcoming Meetings

The next meeting of the Consortium Board of Directors will be held on June 28, 2016 at 1:00 pm ET at the Hyatt Regency Orlando in Orange County.

Agenda Item #11 – Adjournment

There being no further business, the Committee adjourned at 2:57 pm (ET).

Respectfully submitted,

Grover Robinson
Chairman

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 4.1
SEP Project Management Update:
Work Order #4A Update and Recommendations**

Background:

At its June 28, 2016 meeting the Gulf Consortium authorized the ESA consultant team to proceed with Work Order 4A which addresses Task 3 in the amended FSEP development process. This Work Order includes the following work effort.

- Develop a draft standardized “Preliminary Project Nomination Package” to be submitted to the 23 Consortium member counties.
- Consult with the Florida Department of Environmental Protection (FDEP) to obtain their recommended revisions and approval of the “Preliminary Project Nomination Package.”
- Revise and distribute the “Preliminary Project Nomination Package” to the 23 member counties.
- Respond to questions from the member counties.
- Compile and conduct a preliminary review of the project submittals received from the member counties.
- Prepare and deliver a presentation summarizing the findings and conclusions of the Technical Memorandum to the Consortium at their September 13, 2016 Board meeting.
- Prepare a Technical Memorandum summarizing the project submittals received from the member counties.

Status Update:

The draft Preliminary Project Nomination Package was completed and distributed to FDEP for review on July 8, 2016. Comments were received and discussed with FDEP staff on July 20, 2016. The final “Preliminary Project Nomination Package” was distributed electronically to the 23 counties on July 25, 2016 with a requested response date of September 2, 2016 (6 weeks response time). During the response time numerous questions and requested clarifications from the counties were addressed by the consultant team via email and/or telephone. It should be noted that Work Order #4A does not include meetings or consultations with member counties; however, Hernando and Manatee counties specifically requested meetings with ESA staff to discuss their potential project submittals, and those meetings were subsequently conducted.

The status of county responses, as of Friday September 2, 2016, is summarized in the table below.

County	Project(s) Submitted – Requesting Assistance	Project(s) Submitted – Did Not Request Assistance	No Project(s) Submitted – Requesting Assistance	No Project(s) Submitted – Did Not Request Assistance	Anticipated Submittal by 9/9/16 or earlier	No Response to Original Request or Reminder Email
Escambia		X				
Santa Rosa		X				
Okaloosa		X				
Walton					X	
Bay		X				
Gulf		X				
Franklin			X			
Wakulla	X					
Jefferson			X			
Taylor			X			
Dixie						X
Levy			X			
Citrus	X					
Hernando	X					
Pasco		X				
Pinellas		X				
Hillsborough			X			
Manatee					X	
Sarasota		X				
Charlotte	X					
Lee	X					
Collier		X				
Monroe	X					
Totals	6	9	5	0	2	1

It should be noted that during the week of August 29 many Florida Gulf coast counties, especially in the Big Bend area, were in disaster planning and response mode for Hurricane Hermine. Therefore, the response to the request for preliminary project submittals was clearly affected by this major distraction. In addition, some counties indicated that their respective Commissioner Boards would not have adequate time to review and approve project submittals prior to the September 2, 2016 deadline.

Recommendation:

The ESA consultant team will be compiling and summarizing the preliminary project submittals received from the counties, and presenting the findings to the full Gulf Consortium at its September 13, 2016 meeting. To accommodate those counties who were unable to meet the September 2, 2016 deadline for various reasons, it is recommended that the ESA consultant team accept project submittals up to an extended deadline of September 9, 2016.

Attachment:

State Expenditure Plan – Project Nomination Form

Prepared by:

Doug Robison

Environmental Science Associates

On: September 6, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



State Expenditure Plan - Project Nomination Form

Part 1 – Respondent Contact Information

County:

Representative's Name:

Representative's Title/Position:

Email:

Phone:

Alternative Contact Name:

Alternative Contact Email:

Part 2 – Level of Preparedness (check one)

- ☐ We are prepared to submit project information at this time and are not requesting additional consultant assistance in support of our project nomination process.
- ☐ We are prepared to submit some project information at this time and but are also requesting additional consultant assistance in support of our project nomination process.
- ☐ We are not prepared to submit any project information at this time and are requesting additional consultant assistance in support of our project nomination process.
- ☐ We are not prepared to submit any project information at this time and are not requesting additional consultant assistance in support of our project nomination process.

Notes:

- If you checked the first or second box above, please complete a separate Part 3 of this form for each project that you are nominating at this time.
- If you checked the third or fourth box above, no additional information is needed at this time.

Part 3 – Project Information

A. Project Title:

B. Stage of Project Development - Check one:

- ☐ Idea or concept only.
- ☐ Planning completed (general project scope and preliminary budget estimate).
- ☐ Conceptual design and feasibility analysis completed (preliminary engineering).
- ☐ Final design completed (engineering plans and permits).
- ☐ Shovel ready (bid specifications and cost proposals).

C. Project Location - Provide the approximate latitude/longitude, describe the general location, or attach a map showing the location of the proposed project:

D. Project Narrative - Describe in 300 words or less the general scope of the proposed project:

E. Project Need and/or Justification - Describe in 100 words or less the problem(s) or need(s) to be addressed by the proposed project (e.g. documented frequent algae blooms and bacterial violations in Spring Bayou leading to listed impairment for TMDL development):

- F. Project Objectives - Describe in 100 words what you are hoping to achieve with the full implementation of the proposed project (e.g. reduce nutrient loads and bacterial contamination in Spring Bayou to improve water quality conditions for swimming and fishing):**

- G. Consistency with RESTORE Act Eligible Activities - Select the one eligible activity that best corresponds to the proposed project:**

- ☐ Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Region.
- ☐ Mitigation of damage to fish, wildlife and natural resources.
- ☐ Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.
- ☐ Workforce development and job creation.
- ☐ Improvements to or on State parks located in coastal areas affected by the *Deepwater Horizon* oil spill.
- ☐ Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.
- ☐ Coastal flood protection and related infrastructure.
- ☐ Planning assistance.
- ☐ Promotion of tourism in the Gulf Coast Region, including recreational fishing.
- ☐ Promotion of the consumption of seafood harvested from the Gulf Coast Region.

- H. Consistency with the Council's Comprehensive Plan adopted Gulf Consortium goals - Select the one goal that best corresponds to the proposed project:**

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

- I. Consistency with Comprehensive Plan and adopted Gulf Consortium objectives - Select the one objective that best corresponds to the proposed project):**

- ☐ Restore, Enhance, and Protect Habitats.
- ☐ Restore, Improve, and Protect Water Resources.
- ☐ Protect and Restore Living Coastal and Marine Resources.
- ☐ Restore and Enhance Natural Processes and Shorelines.
- ☐ Promote Community Resilience.
- ☐ Promote Natural Resource Stewardship and Environmental Education.

- ☐ Improve Science-Based Decision-Making Processes.
- ☐ Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

J. FDEP project category - Select the one project category that best corresponds to the proposed project:

- ☐ Land Acquisition.
- ☐ Water Quality or Quantity.
- ☐ Habitat Restoration.
- ☐ Living Resources.
- ☐ Recreation/Public Access.
- ☐ Community Resilience.
- ☐ Other.

K. Project Milestones and Timeline - List the anticipated project implementation milestones (e.g. planning, design/permitting, construction) and their estimated timelines in months:

L. Project Cost Estimate - Provide a total cost estimate for all project milestones for which you will be requesting implementation funds:

M. Matching Funds - Describe other secured funding sources that could potentially be applied to the implementation of the proposed project (e.g. Pot 1 funds, general County budget funds:

N. Leveraged Funds - Describe other non-secured funding sources that could potentially be leveraged to the implementation of the proposed project (e.g. Pot 1, Pot 2, NRDA, NFWF):

- O. Partnerships and Collaboration - Describe any certain or prospective collaborations or partnerships associated with the proposed project):**

- P. Consistency with Other Natural Resource Management Plans - Describe how the proposed project is consistent with and/or complements other natural resource management plans (e.g. National Estuary Program CCMPs, Water Management District SWIM Plans, etc.):**

- Q. Environmental Permitting - Will environmental permits be required for this project (check one)?**

- ☐ Yes.
- ☐ No.
- ☐ Unknown at this time.

- R. Public Awareness and Acceptance – Describe the current level of public awareness and acceptance of the proposed project?**

- S. Supplemental Information – please check all applicable supplemental information that exists for the proposed project:**

- ☐ Supporting scientific studies and/or data.
- ☐ Supporting planning studies.
- ☐ Applicable natural resource management plans.
- ☐ Engineering design plans.
- ☐ Environmental permits.
- ☐ Construction plans.
- ☐ Preliminary and/or final cost estimates.
- ☐ Bid specifications.
- ☐ Construction bids.
- ☐ Other (specify)

Gulf Consortium Executive Committee
September 9, 2016

Agenda Item 4.2
SEP Project Management Update:
Work Order #4B Presentation

Background:

At its June 28, 2016 meeting the Gulf Consortium authorized the ESA consultant team to proceed with Work Order #4A which addressed a portion of Task 3 – Compile the Preliminary Project List - in the amended FSEP development process. This Work Order included the following work effort:

- Develop a draft standardized “Preliminary Project Nomination Package” to be submitted to the 23 Consortium member counties.
- Consult with the Florida Department of Environmental Protection (FDEP) to obtain their recommended revisions and approval of the “Preliminary Project Nomination Package.”
- Revise and distribute the “Preliminary Project Nomination Package” to the 23 member counties.
- Respond to questions from the member counties.
- Compile and conduct a preliminary review of the project submittals received from the member counties.
- Prepare and deliver a presentation summarizing the findings and conclusions of the Technical Memorandum to the Consortium at their September 13, 2016 Board meeting.
- Prepare a Technical Memorandum summarizing the project submittals received from the member counties.

It should be noted that the originally proposed Work Order #4 included both the above activities as well as one-day consultations with each of the 23 counties. However, at the direction of the Consortium the ESA consultant team broke this work effort into two phases with Work Order #4A including the activities listed above, and Work Order #4B including the individual county consultations. One of the objectives of Work Order #4A was to determine which counties needed assistance in identifying and/or prioritizing projects for inclusion in the preliminary project list, and that information would subsequently be used to develop the scope of work for Work Order #4B.

Work Order #4B Overview

Work Order #4B addresses the individual county consultations that were not included in Work Order #4A. Based on the response to the request for project submittals at least 11 counties have requested meetings with the consultant team

at this stage to both assist them in identifying projects for inclusion in the preliminary project list as well as better defining and prioritizing their various project concepts.

In addition to those counties that have specifically requested assistance in identifying projects, the ESA consultant team has noted that there is wide range of project types and related inconsistencies in the information received from each of the counties that have submitted projects. Furthermore, during the implementation of Work Order #4A the ESA consultant team did respond to two counties that specifically requested meetings, and several other counties that requested assistance via teleconferences. Therefore, a substantial effort was expended in activities that should have been included in Work Order #4B. Through this experience, the ESA consultant team has concluded that working closely with each county throughout the compilation of the preliminary project list will be very beneficial in expediting the overall project schedule and developing working relationships with each of the individual counties for future project activities.

Therefore, to ensure that each county is receiving equal assistance in the Project Nomination phase, it is recommended that the ESA consultant team meet with each of the 23 counties, with priority being given to those counties specifically requesting further assistance in identifying and/or prioritizing projects for inclusion in the preliminary project list.

Work Order #4B Scope of Work

The scope of work for Work Order #4B will involve conducting half-day to full-day meetings with each of the 23 member counties. Invited attendees at these meetings will include: the representative elected official serving on the Gulf Consortium; county engineering, public works, environmental, planning, and/or administrative staff; and other county consultants. The agendas for each meeting will be tailored to the specific needs of each county. The objective will be to complete the compilation of the preliminary project list for all counties prior to the December 2, 2016 Gulf Consortium meeting. The scope of work will also include the compilation of the full preliminary project list for including all 23 counties, as well as the preparation of a summary Technical Memorandum and presentation to be delivered to the Consortium at its December 2, 2016 meeting.

Work Order #4B Compensation

Compensation of the Consultant for this and all future Work Orders shall be contingent upon receipt and availability of planning grant funds from the Restoration Council. As provided in the revised ESA agreement, the not-to-exceed maximum cost for the remainder of Tasks 4 is shown in the table below with the anticipated effort broken down by sub-task. Depending on the needs of the project, the actual work effort may vary; however, the total dollar amount for Work Order #4B shall not be exceeded.

Work Order #4B			
Sub-Task	Description	Hours	Dollars @\$205/hour *
1	County Consultations	736	\$150,880
2	Compile Full Preliminary Project List	182	\$37,310
3	Prepare Technical Memorandum and Presentation	102	\$20,910
Totals		1,020	\$209,100

* Blended rate used for cost estimating includes: overhead; profit; reimbursable expenses; and project management.

Work Order #4B Schedule

Formal approval of Work Order #4B will be requested from the Consortium at its September 13, 2016 meeting. It is anticipated that all work conducted under Work Order #4B will be completed by December 2, 2016.

Recommendation:

Approval of proposed Work Order #4B.

Attachment:

None.

Prepared by:

Doug Robison
Environmental Science Associates
On: September 6, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

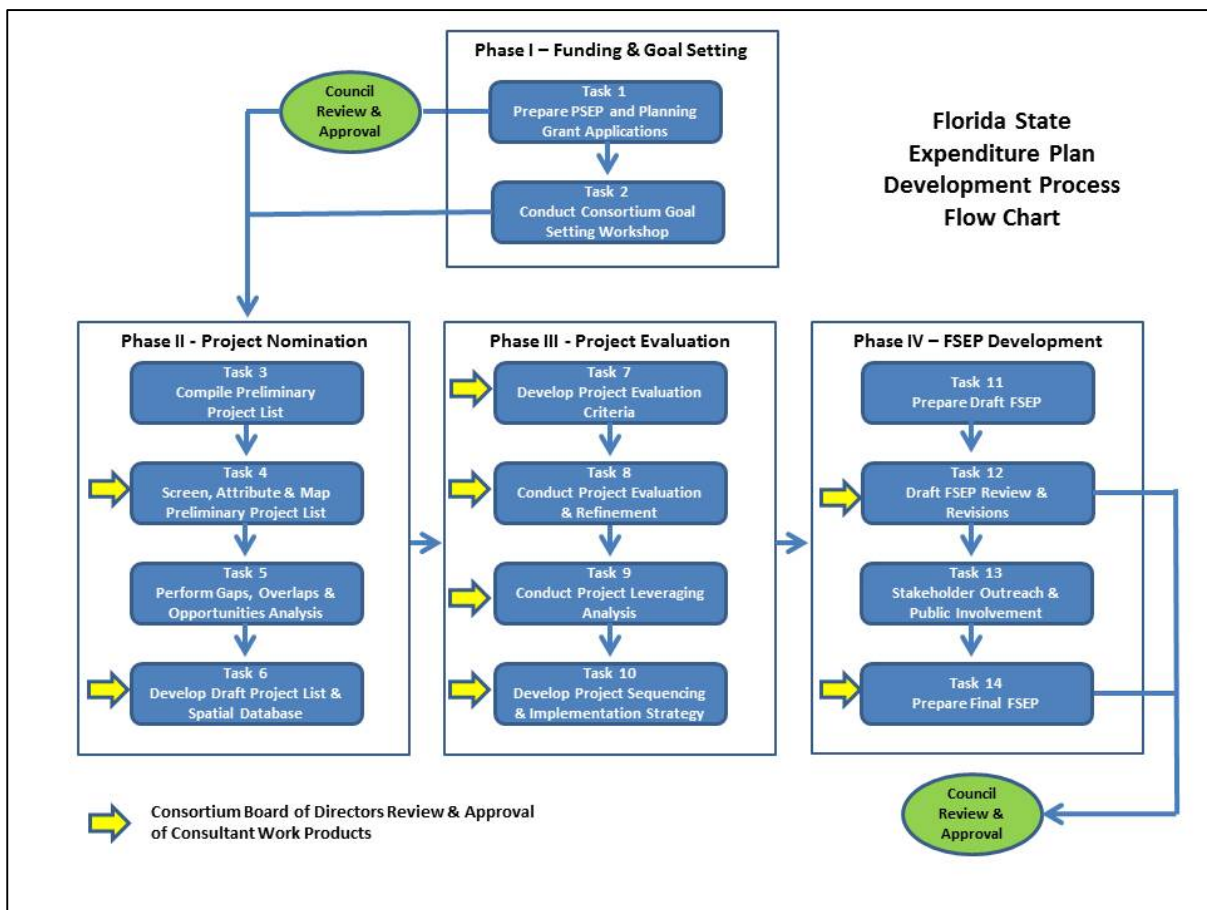
Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 4.3
SEP Project Management Update:
Work Order #6 and Preview of Remaining 2016-17 Work Orders**

Background:

At its April 21, 2016 meeting the Gulf Consortium approved the revised State Expenditure Plan (SEP) development process integrating the “county-driven” approach, as well as the amended ESA scope of work and legal agreement. The flow chart below shows the revised SEP development process.



It should be noted that the planning grant awarded by the Restoration Council calls for a two-year completion schedule for the State Expenditure Plan, with the final SEP to be submitted on or before July 1, 2018. To meet this schedule the ESA consultant team needs to complete Phase II – Project Nomination – no later than April 21, 2017.

The Project Nomination phase will be complete when: 1) all 23 counties have proposed a project(s) for potential inclusion in the SEP; 2) all proposed SEP projects have been compiled, attributed, and mapped in a spatial database; 3) this preliminary project list has been optimized with respect to gaps, overlaps, and collaborative opportunities to develop a draft project list; and 4) the draft project list has been reviewed and approved by the Restoration Council, the Florida Department of Environmental Protection and the Governor.

Work Order #6 – Scope of Work

Work Order #6 will cover the performance of Tasks 4, 5 and 6 in the revised SEP development process, which will constitute the completion of the Project Nomination phase. The scope of work for Work Order #6 will include the following:

Task 4 - Screen, Attribute and Map the Preliminary Project List

The ESA consultant team will apply screening criteria to the preliminary project list which may eliminate some projects that are not eligible for RESTORE Act funding or otherwise inconsistent with the goals, objectives and guiding principles adopted by the Consortium. The remaining projects will be attributed and converted into a GIS spatial database. Attribution will include such parameters as: project type; area affected by the project; project benefits; project costs; leveraging potential; project partners; etc. In addition, the screened preliminary project list will be digitally mapped (e.g., project type; area affected; project benefits, etc.) so that the full range and scope of the preliminary project list can be visually depicted in a map series. The findings and results from Task 4 will be summarized in a Technical Memorandum, and presented to the Consortium for discussion at its February 17, 2017 meeting.

Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis

The ESA consultant team will conduct an analysis of the preliminary project list to determine if there are substantial gaps in geographic coverage or project type focus. In addition, this analysis will explore opportunities to combine similar nearby projects into larger single projects to improve cost-effectiveness; as well as, opportunities to modify or enhance projects in ways that will increase leveraging potential and/or streamline regulatory approvals. The ESA consultant team will work with individual counties to update and/or revise their preliminary project proposals accordingly.

Task 6 - Develop the Draft Project List and Spatial Database

Based on input received from the Consortium and the individual counties in Tasks 4 and 5, respectively, the ESA consultant team will revise and update the preliminary project list and develop the draft project list and associated GIS spatial database. The ESA consultant team will meet with the Restoration Council, the Florida Department of Environmental Protection and the Governor to obtain feedback on the draft project list. Based on this feedback the draft project list may be further modified. Upon approval of the draft project list by Restoration Council, the Florida Department of Environmental Protection and the Governor, the ESA consultant team will summarize the findings of Task 6 in a Technical Memorandum and present these findings to the Consortium for review and approval at its April 21, 2017 meeting. Upon Consortium approval, the draft project list will represent the universe of projects that will be taken into Phase III – Project Evaluation and Refinement.

Work Order #6 - Compensation

Compensation of the Consultant for this and all future Work Orders shall be contingent upon receipt and availability of planning grant funds from the Restoration Council. As provided in the revised ESA agreement, the not-to-exceed maximum cost for Tasks 4-6 are shown in the table below. Depending on the needs of the project, the actual work effort for each task may vary; however, the total dollar amount for Work Order #6 shall not be exceeded.

Work Order #6			
Task	Description	Hours	Dollars @\$205/hour*
4	Screen, Attribute and Map the Preliminary Project List	922	\$189,010
5	Perform Gaps, Overlaps, and Opportunities Analysis	734	\$150,470
6	Develop the Draft Project List and Spatial Database	568	\$116,440
Totals		2,224	\$455,920

* Blended rate used for cost estimating includes: overhead; profit; reimbursable expenses; and project management.

Work Order #6 - Schedule

Formal approval of Work Order #6 will be requested from the Consortium at its December 2, 2016 meeting. A more detailed scope of work with sub-task cost estimates will be provided at that time for Consortium review and approval. It is anticipated that all work conducted under Work Order #6 will be completed prior to the April 21, 2017 Consortium meeting.

Preview of 2016-17 Work Orders

As described in the revised ESA scope of work, Phase III – Project Evaluation and Refinement – will involve a detailed review of the suite of projects contained in the approved draft project list. The objectives of Phase III are to develop, refine and optimize the proposed suite of projects such that: 1) each project is defined pursuant to a minimal level of detail; 2) the feasibility and cost of each project are determined; 3) the benefits and leveragability of each project are maximized; and, 4) future implementation grant approvals are streamlined.

As shown in the flow chart above, Phase III involves four tasks:

- Task 7 – Develop Project Evaluation Criteria
- Task 8 – Conduct Project Evaluation & Refinement
- Task 9 – Conduct Project Leveraging Analysis
- Task 10 – Develop Project Sequencing & Leveraging Strategy

Based on the current status of SEP development and the overall project schedule it is anticipated that Phase III will be conducted from April 21, 2017 through December 1, 2017. Given the compressed timeframe, it may be necessary to combine the Phase III work effort into two Work Orders for Tasks 7-8 and Tasks 9-10, respectively.

Recommendation:

Information only

Attachment:

None

Prepared by:

Doug Robison

Environmental Science Associates

On: September 7, 2016

Gulf Consortium Executive Committee
September 9, 2016

Agenda Item 5.1
Update on Planning Grant Application Post Award Process/Procedure

Executive Summary:

Update on the status of the Planning Grant Application post award process/procedure.

Most Recent Activity:

A Planning Grant in the amount of \$4,640,675 was awarded to the Gulf Consortium on June 23, 2016. The Gulf Consortium executed the grant agreement on June 28, 2016. Langton Consulting and Consortium staff have been developing the financial control systems and enrolling the Consortium in invoicing and payment systems so as to begin the drawdown and disbursement of the federal grant funds.

Full Background on Post Award Process/Procedure:

Much of the work over the last several months has been establishing the systems necessary for the Consortium's drawdown of federal funds and specifically a first payment request for pre-award costs of \$170,953.

The Consortium Interim Manager, Langton Consulting staff, and the Leon County Clerk's Office worked together to develop a Gulf Consortium Payment Process flow chart. This document serves as a guide of action steps, responsible parties and time frames for documenting and establishing financial controls during the entire payment process. It is attached for your reference and interest.

The payment process will be accomplished through two web-based systems: RAAMS and ASAP. On April 5, Lisa King and Heather Pullen of Langton Associates attended a workshop in Baton Rouge about the Restoration Assistance and Award Management System (RAAMS) sponsored by the Council. This system is used for all stages of the grant cycle including submission of the Planning Grant Application, State Expenditure Plan, and SEP project application as well as payment requests, amendments, financial and performance reports and final closeout documentation. This system has previously been used by the Restoration Council for submission of Pot 2 projects and it has now mandated that this system will be used for Pot 3 applications and reporting as well. Lisa King and Heather Pullen have been working with Council staff on making changes to this web-based system to accommodate financial controls necessary for the Consortium's unique structure. Langton Consulting is currently readying the first payment request that the Consortium will submit through RAAMS. Submission through RAAMS is the first in a two step process for electronic payment to be made to the Consortium.

In addition, Langton Consulting has registered the Consortium in the Department of Treasury's web-based ASAP payment system. Once Council staff approves the payment request that the Consortium submits through RAAMS, a payment request will then be required and submitted by the Consortium through ASAP. Once that

submission is approved by Treasury, an electronic payment will be made to the Consortium into the bank account managed by the Leon County Clerk's office acting as Fiscal Agent to the Consortium.

Langton Consulting has also been working with the Leon County Clerk's office to establish accounts for vendors to be paid electronically. Utilizing electronic payments is more efficient for the Clerk's office and will expedite payment to vendors.

Fiscal Impact:

Under Work Order #5, the Consortium agreed to pay ESA a \$5,000 flat fee monthly for grant management services (Task 15) provided by Langton Consulting.

Attachments:

Payment Process Flow Chart.

Recommendation:

For information only.

Prepared by:

Lisa King

Langton Consulting

On: September 7, 2016

Gulf Consortium Payment Process

Invoice Review/Approval Process

Responsible Party: Consortium Manager, SEP Contract Manager, Langton Associates

Number of Persons to Complete Task: 2

Estimated Time to Complete the Process: 2 days

Invoice Review Tasks to be completed:

1. Verify Signature Authority of organization submitting invoice. (LA/Consortium)
2. Verify Date of Invoice (was the work completed during the eligible timeframe?) (Consortium Manager) (LA/Consortium)
3. Ensure that the Vendor's # (assigned by Leon County) is on the invoice. (LA/Consortium)
4. Verify that the activity completed is in the Scope of Work/Contract (LA/Consortium)
5. Verify that the activity is a grant program "qualified expenditure" eligible per Program Regs and Grant Agreement (are the activities allocable, allowable, and reasonable?) (LA/Consortium)
6. Consortium Manager should forward approved invoice package to Langton Associates for data entry into RAAMS.

RAAMS Invoice Data Entry and Approval Process

Responsible Party: Langton Associates, Consortium Manager, RESTORE Council

Number of Persons to Complete Task: 3

Estimated Time to Complete the Process: 5-7 days

RAAMS Data Entry Tasks to be completed:

1. LA enters in all required invoice information into the RAAMS payment section of the online system.
2. CM reviews all invoice information for accuracy in the RAAMS system.
3. Submit the information to the Council for review/approval.
4. Follow up with the Council representative to ensure that everything was submitted correctly.
5. If no follow-up from the Council representative is received regarding additional information requests or approval to submit payment within 3 days, follow-up with Council representative again and log into the RAAMS system to check for alerts or messages.
6. After Council approval, forward the approved invoice package to the Leon County Clerk's Office for invoice audit. (Langton Associates)

Audit of Invoices Process

Responsible Party: Leon County Clerk's Office, Langton Associates

Number of Persons to Complete Task: 1

Estimated Time to Complete the Review Process: 2 days

Tasks to be completed:

1. LA submits the approved invoice package to Leon County Clerk's Office
2. Record receipt (date and time stamp) of the invoice by Disbursement Department
3. Leon County Clerk's Office will attach an explanation of why the invoice is not billed to the Leon County Clerk's Office, acting as fiscal agent to the Consortium (required by the BOCC Department)
4. A Purchase Order (PO) must be attached to the payment with a PO# and Vendor # to include in the Clerk's internal financial system (ACS Banner)
5. Ensure that all proper auditing procedures are completed per the *Leon County Clerk Finance Department Operating Policy and Procedure Manual* **(see Appendix 07)**
6. The Disbursement Department determines the proper coded and recorded line item activity that the invoice should be paid from
7. Verify that the project budget supports the cost of the invoice
8. Record receipt of the invoice in the Clerk's internal financial system (ACS Banner)
9. Send approval notice to the person responsible for entering drawdown.

Submission of Drawdown in ASAP Payment System

Responsible Party: Langton Associates, Consortium Manager, Leon County Clerk's Office

Number of Persons to Complete Task: 3

Estimated Time to Complete the Submission Process: 15-30 days

Submission of Drawdown Tasks to be completed:

1. Enter the amounts of each invoice received into the ASAP Payment system. (LA)
2. Notify the designated "approver" that the appropriate drawdown information has been entered and needs further review. (Approver should have a message either e-mailed to them or will be on the approver's homepage upon log-in) (LA to Consortium)
3. The designated "approver" will then electronically submit the drawdown to Treasury through the ASAP system for approval and payment. (Consortium)
4. The Leon County Clerk's Office will notify the Consortium Manager when the payment is received in the Grant Program's bank account.

Vendor Payment Disbursement Process

Responsible Party: Leon County Clerk's Office, Consortium Manager, Langton Associates

Number of Persons to Complete Task: 1

Estimated Time to Complete the Payment Disbursement Process: 5-7 days

Payment Disbursement Tasks to be completed:

1. Verify that all vendor forms have been completed and all electronic transfer information is correct.
2. Complete all electronic disbursement transfers for all vendors who elect to use direct deposit for payment, from the approved invoice package.
3. If the vendor prefers a paper check, ensure that all vendor forms are completed, and issue the paper check to the vendor.
4. Clerk's Office will send copies of electronic transfers/paper checks to Consortium for their recordkeeping system and Consortium will send copies to Langton Associates for back-up recordkeeping purposes.

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 5.2
Planning Grant Update: Analysis of Work Orders Approved and
Grant Award Amount**

Executive Summary:

Presentation of ESA Work Orders approved to date and a comparison of that encumbered amount with respect to the Planning Grant Award.

Background:

On April 22, 2016, the Gulf Consortium Board of Directors approved a contract amendment for the ESA Consulting Team to assist the Consortium in developing Florida's State Expenditure Plan for the Governor's submission to the Restoration Council for the Spill Impact Component of the RESTORE Act. The ESA Team was selected and hired after a comprehensive, competitively procured process. The Contract between the Consortium and ESA is a not to exceed amount of \$2,722,780. The contract is performed on a work order basis.

The Consortium also hired Nabors, Giblin & Nickerson as its General Counsel, also after a comprehensive, competitively procured process. The contract between the Consortium and NGN is a not to exceed amount of \$150,000 per year.

The Consortium's Planning Grant Application was approved by the Restoration Council on June 23, 2016 and the award contract was executed on June 28. The grant award is in the amount of \$4,640,675.

Analysis:

As of September 1, 2016, the Consortium has approved five work orders, totaling \$352,588, broken down as follows:

<u>Task 1</u> (PSEP, Planning Grant App) (approved 1/21/15) (\$35,980 of which is funded by the grant)	\$50,980
<u>Task 2</u> (Goal Setting Workshop) (approved 3/25/15)	\$21,560
<u>Task 3</u> (Public Involvement – Phase I) (approved 6/19/15)	\$82,388
<u>Work Order 4(A)</u> (Prelim Project List – Phase I) (approved 6/28/16)	\$92,660
<u>Work Order 5</u> (Grant Admin) (approved 4/21/16) (\$5,000 per month for 24 months)	\$120,000
Total	\$352,588

As of September 1, 2016, the Consortium has approved one other contract to be funded partially from the planning grant: Nabors, Giblin & Nickerson

NGN General Counsel Services (Annually NTE 90,000) (\$90,000 of which can be funded by the grant)	\$150,000
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Also, out of the grant award, the Consortium can pay for some of the actual costs it incurs for its meetings: AV, IT, meeting space. These costs are incurred on a meeting by meeting basis.

AV/IT Reimbursement (in the first grant drawdown; incurred between 8/22/14 – 4/30/16)	\$11,285
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Accordingly, the following summarizes the grant budget as compared to Consortium-approved and grant-fundable contracts:

Grant Award	\$4,640,675
ESA Contract Amount	\$2,722,780
ESA Work Orders Approved to Date	\$352,588
NGN Contract from Grant	\$150,000
AV Reimbursement	\$11,285

Options:

No action required.

Recommendation:

For information only.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: September 7, 2016

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 5.3
Planning Grant Update: Presentation on Grants Management
at SEP Implementation Stage**

Executive Summary:

Presentation on issues surrounding Grants Management at SEP Implementation Stage.

Most Recent Activity:

Langton Consulting emailed Council staff to schedule a conference call to discuss possible guidance on reasonable costs for grant management and how that funding will be allocated.

Background:

Unlike Pot 1, Pot 3 individual project implementation grants will be made to the Consortium/State of Florida rather than directly to counties. The RESTORE Act also stipulates that the Consortium/State of Florida is fully responsible for all reporting and compliance with federal law and regulations for these grants. When the Gulf Consortium enters the implementation phase of Spill Impact Component funding how it will access funds for grant management, monitoring and financial controls is unclear. (These functions will hereafter be referred to as GRANT MANAGEMENT)

These grant management functions are currently being conducted by Langton Consulting as a subcontractor to ESA for a fixed fee contract that amounts to approximately 2.58% of the total anticipated planning grant costs (\$120,000 of a \$4,640,675 grant). The work elements will be similar for implementation grants but will include more broad and intense subrecipient (Counties) monitoring of multiple implementation grants. Additionally, as many of the implementation grants are anticipated to be construction projects, the range of monitoring activities that will be required by the grant award contracts is high, including for example, compliance with environmental regulations, the Davis Bacon Act and Section 3. The scope for grants management at the implementation stage is anticipated to include the following work elements:

1. Financial controls
 - a. Invoice review
 - b. Submission of payment requests through RAAMS and ASAP
 - c. Disbursement of funds
2. Continuing education of subcontract for updates to systems and guidance and to update subrecipients
3. Reporting
 - a. Financial reporting
 - b. Programmatic and Certification Compliance Performance Reporting (RAAMS)
 - c. Subrecipient reporting (RAAMS)

4. Recording Keeping
 - a. Access to records
 - b. Record retention
 - c. Public records compliance
5. Monitoring
 - a. Self monitoring
 - b. Subrecipient monitoring
 - c. Council monitoring
 - d. OIG referrals
6. Procurement oversight
 - a. Pre-award
 - b. Post-award
 - c. Subrecipient vs. contractor
 - d. Property standards
 - e. Equipment/supplies
7. Implementation grant application submission and amendments
 - a. Project timelines amendments
 - b. Activity adjustment
 - c. Budget amendments
8. Internal Policies and Procedures Development and Oversight
 - a. Standard operating procedures
 - b. Conflict of interest
 - c. Procurement standards
9. Project Closeout
 - a. RAAMS closeout
 - b. Adjustments/extensions
10. Documentation production for Auditor
 - a. 2 CFR 200 sub F requirements
 - b. Audit objectives
 - c. Audit submission
 - d. Audit resolution and response

This work must be competitively procured through a competitive selection process in order to be eligible for any cost reimbursement with RESTORE monies. The actual cost of these services will be negotiated with the selected contractor. However, as a percentage of total annual costs, it is anticipated that costs will be higher for grant management in the implementation phase than in the planning phase because multiple subrecipient grant agreements will need to be managed, reported, and monitored (on-site). Additionally, subrecipients (counties) will have grant management functions to conduct, as they will be responsible for reporting on grant activities to the Consortium.

Guidance is being sought from the Restoration Council on what a reasonable percentage of total project costs for grant management would be at both the Consortium (Grantee) level and the county levels.

Grant management activities in the implementation grant phase will need to be provided for at both the Consortium and subrecipient level. Langton Consulting has proposed two possible scenarios for allocating these activities:

- Scenario 1: Consortium level grant management is defined as an activity in the SEP and is applied for as a specific implementation grant.

OR

- Scenario 2: Consortium level grant management is provided for in each individual implementation grant and funds are held back as grants are passed through to the subrecipient. If this option is elected, usually it is based on a percentage of the grant. State agencies in Florida hold back anywhere from 8-18% for grant management costs when they provide subgrants with passed through federal funds.

Guidance is being sought from the Restoration Council on best practices for allocation of funding for grant management for implementation grants.

Fiscal Impact:

None at this time. Ultimately, these services will need to be funded.

Attachments:

Power point presentation to be shown at Board meeting and posted to Consortium website.

Recommendation:

For information only.

Prepared by:

Lisa King

Langton Consulting

On: September 7, 2016

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 6
Discussion on Proposed 2017 Meeting Calendar and Locations**

Statement of Issue:

This agenda item proposes time periods and locations for regularly-scheduled meetings for discussion and direction.

Background:

Under the Interlocal Agreement, the Chairman has the power to set the times and locations of the Consortium. The dates, locations and costs for discussion are as follows:

Meeting Location Options, Associated Estimated Costs and Analysis:

Option 1

Hillsborough County Administration Center
Frederick Karl Center
601 E. Kennedy Boulevard
26th Floor, Conference Rooms A & B
Tampa, Hillsborough County, Florida

Meeting Room & AV Estimated Costs: **\$ 0.00**

Analysis: Reliable, consistent AV equipment; consistent location; and allows for reasonable opportunities for webinar/telephonic-based meetings. Little to no cost to the Consortium for the meeting. Potential costs to individual directors for travel. Six (6) meeting dates already reserved with Hillsborough County for 2017. Central location.

Option 2

Florida Department of Environmental Protection
Carr Building, Room 170
3800 Commonwealth Blvd
Tallahassee, Leon County, Florida

Meeting Room & AV Estimated Costs (\$1162 per meeting): **\$ 6,972.00**

Analysis: Located in state capital, with easy access to DEP/Governor partners. Contracted AV/IT equipment and personnel with direct costs incurred by the Consortium.

Option 3

Emerald Coast Convention Center
1250 Miracle Strip Parkway SE
Ft. Walton, Okaloosa County, Florida

Meeting Room & AV Estimated Costs (\$997.20 per meeting): **\$ 2,991.60**

Analysis: Located in panhandle region, allowing for certain directors to achieve travel costs savings. Contracted AV/IT equipment and personnel, with costs incurred for the Consortium. Potential for webinar/telephonic-based meetings unknown. Cannot accommodate for the following dates: February 17, April 21 or June 23, 2017.

Option 4

FAC Events in 2017
Friday, April 8, 2017, Leon County – Legislative Day
Friday, July 1, 2017, Palm Beach County – Annual Conference
No date certain, Osceola County (*tentative*) – Policy Conference
Friday, November 17, 2017, Sarasota County – Legislative Conference

Meeting Room & AV Estimated Costs: **\$10,668.24**
(based on average of 2015 total expended @ 6 proposed meetings)

Analysis: Convenience of co-location with widely attended statewide county event. Potential to achieve travel cost savings on part of individual directors already attending FAC event. Contracted AV/IT equipment and personnel, with corresponding direct costs incurred by the Consortium. No potential for webinar/telephonic based meetings.

Proposed Dates:

FEBRUARY

February 17, 2017 (Options 1, 2)

APRIL

April 5-7, 2017 (Option 4 – Leon County)
April 21, 2017 (Options 1, 2)

JUNE

June 23, 2017 (Options 1, 2)
June 27-30, 2017 (Option 4 – Palm Beach County)

SEPTEMBER

September 8, 2017 (Options 1, 2, 3)
September, 2017 (Option 4 – Osceola County (*tentative*))

OCTOBER

October 20, 2017 (Options 1, 2, 3)

NOVEMBER

November 15-17, 2017 (Option 4 – Sarasota County)

DECEMBER

December 1, 2017 (Options 1, 2, 3)

Fiscal Impact:

The planning grant award includes reimbursement monies for the Consortium to fund many of the costs of its meeting expenses during 2017. Any of these funds not drawn down through the grant to the Consortium will remain in the Trust Fund for distribution later, in the form of projects, programs, and activities. The options presented in this agenda item have varying costs associated with them and varying advantages and disadvantages for the Board.

Options:

- (1) Approve a direction for the proposed 2017 meeting calendar dates;
- (2) Approve a direction for the proposed meeting locations;
- (3) Other direction provided to staff.

Recommendation:

Motion to approve a direction for the proposed 2017 meeting calendar and proposed meeting locations.

Attachments:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: September 7, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved_____; Approved as amended_____; Defeated_____.

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 7
Approval of Independent Auditor for FY 2015/16**

Executive Summary:

Approval of the Independent Auditor for FY2015/16.

Background:

State law requires entities such as the Gulf Consortium to submit an annual audit to the state Chief Financial Officer. Section 218.319, Florida Statutes, requires specific audit selection procedures, including the establishment of an audit committee to develop evaluation factors, to provide for the public announcement of the request for proposals, and to evaluate and rank the proposals for the governing body's consideration.

Resolution 2014-02 established a procurement policy for the competitive selection of an independent financial auditor to prepare the Consortium's audit for the FY 2013/14 fiscal year. Under Resolution 2014-02, renewals of the financial auditor may be approved by the Executive Committee.

The Consortium's audit for FY 2013/14 was conducted by Warren Averett under the original contract. FY 2014/15 was conducted by Warren Averett by way of renewal of the original agreement. Gulf Consortium staff is again recommending renewal of the Warren Averett contract for the audit of FY 2015/16.

Beginning with the audit for FY 2016/17, the Consortium will need to engage in another competitive selection process for the independent audit as the availability and use of the planning grant monies will change the current scope of services. In addition, beginning with FY 2016/17 auditing services, not all such services' costs will be reimbursed by the planning grant.

Options:

- (1) Recommend approval of the Independent Auditor by renewing the contract with Warren Averett to conduct the Consortium audit for FY2015/16; or
- (2) Provide other direction.

Fiscal Impact:

The Consortium paid \$3,000 for the FY 2013/14 and the FY 2014/15 audits, each. The same contract amount is the proposed expenditure in the FY 2015/16 budget (\$3,000).

Attachment:

Contract with Warren Averett for the FY2015/16 independent audit.

Recommendation:

Approval of the Independent Auditor by renewing the contract with Warren Averett to conduct the Consortium audit for FY2015/16.

Attachment:

Proposed Contract Extension with Warren Averett.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: September 7, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

TERMS OF ENGAGEMENT

AUGUST 29, 2016

Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for Gulf Consortium (the "Client") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Services Provided

We will audit the financial statements of the business-type activities which collectively comprise the basic financial statements of the Client as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Client's 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. As part of our engagement, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

We will also examine the compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*, of Gulf Consortium as of September 30, 2016.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Client and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the members of the Client. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an

audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Client is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether Gulf Consortium, complied, in all material respects, with Chapter 10.550, Rules of the Auditor General. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

Our examination engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the

effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Client in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations,

contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for the presentation of compliance requirements in accordance with Chapter 10. 550, Rules of the Auditor General; and for selecting the criteria and determining that such criteria are appropriate for your purposes. We understand that you will provide us with the basic information required for our examination engagement and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subjectmatter, but the responsibility for the subject matter remains with you. At the end of the examination engagement, we will require a representation letter from management.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the governing body of the Gulf Consortium; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our in December 2016 and to issue our reports no later than March 31, 2017. Angela D. Balent, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

Fees

Our fees for these services will be \$3,000, plus any out of pocket costs. The fees for services may include a premium for service resulting from other factors deemed relevant, including, but not necessarily limited to, the difficulty of the issues and the time limitations imposed. Other requested services will generally be billed at our standard rates as provided in our response to the Request for Proposal.

Billing

Invoices are due upon receipt. In the event that payment is not received within 45 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

Detection

This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements and the Client agrees that we will have no responsibility to do so.

Employment

In the event you desire to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to you by us, you agree to consult with us concerning such employment. In addition, if you employ such employee, you agree Warren Averett, LLC has the option to receive a reasonable placement fee from you, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

Legal Fees

In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, and legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

Liability

Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

Indemnity

The Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

Dispute Resolution

The parties shall attempt to resolve any dispute arising under this Agreement by participating in mediation. The parties agree to share equally in the costs of such mediation. In the event the parties are unable to resolve the dispute through the mediation process, each party shall be free to pursue any other legal remedies.

Invalidation

In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

Disclosure

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Term

This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

Amendment

The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

We appreciate the opportunity to be of service to you and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you are in agreement with the terms of our engagement as described in this agreement, please sign a copy and return it to us.

WARREN AVERETT, LLC

 , CPA

Signature and Title

August 29, 2016

Date

RESPONSE: This letter correctly sets forth the understanding of the Client.

Management Signature and Title

Date

Gulf Consortium Executive Committee
September 9, 2016

Agenda Item 8
Recommend Approval of FY 2015/16 Budget Amendment

Executive Summary:

Recommend approval of FY 2015/16 budget amendment to reflect accounting standard requirements.

Background:

The Gulf Consortium Board of Directors adopted its FY 2015/16 budget based on anticipated revenues solely from the county contributions. However, it was understood that if the Consortium's planning grant application was approved by the Restoration Council and that draw-downs were anticipated to be used during FY 2015/16, then a budget amendment would be necessary.

Analysis:

The Consortium's planning grant application was approved on June 23, 2016 and the grant agreement was executed on June 28, 2016. However, the Council is still working out glitches in the invoice submission (RAAMS) and payment (ASAP) software systems. Accordingly, no draws on the grant have yet to be made. However, it is anticipated that the invoice and payment systems will be ready no later than November 30 and the Consortium's receipt of some grant dollars by that time.

The Consortium staff has consulted with the CPA firm of Warren Averett to determine the necessity of a FY 2015/16 budget amendment even though the grant revenues will not be received by September 30, the close of the Consortium's fiscal year. With no grant revenue received, no disbursement of the grant monies would be made by September 30 either. However, Warren Averett has advised that, under the modified accrual system of accounting, when revenue is measurable and available is when it needs to be recorded. The test for availability is whether the revenue will be received within 60 days of the close of the budget year. Here, that date is November 30. Consortium staff anticipates receiving grant monies by November 30.

Accordingly, attached is a proposed budget amendment for FY 2015/16, reflecting the anticipated revenues and expenditures related to the planning grant application up to November 30, 2016, as follows:

REVENUES:

	<u>FY 2015/16 Adopted</u>	<u>Proposed Amendment</u>
Planning Grant		
Pre Award (8/22/14-4/30/16)		
ESA Contract	-	154,928
AV & Meeting Room Rentals	-	11,285
Legal Fees (Clerk)	-	4,740
Planning Grant Year One (5/1/16-9/30/16)		
ESA Contract	-	107,660
TOTAL REVENUES:	155,050	278,613

DISBURSEMENTS:

	<u>FY 2015/16 Adopted</u>	<u>Proposed Amendment</u>
Planning Grant		
Pre Award (8/22/14-4/30/16)		
ESA Contract, Task 1, 2, partial 13	-	154,928
AV and Meeting Room Rentals	-	11,285
Legal Fees (Clerk)	-	4,740
Development of SEP		
ESA Contract, Work Order 4A (Survey)	-	92,660
ESA Contract, Work Order 5 (Grant Management)	-	15,000
TOTAL EXPENSES:	155,050	278,613

Thus the total FY 2015/16 budget increased by \$278,613, for a total of \$433,663, up from \$155,050 as originally adopted.

Options:

- (1) Recommend Board approval of the proposed Budget Amendment Request attached hereto;
- (2) Provide other direction.

Attachments:

Budget Amendment Request FY 2015/16.

Recommendation:

Recommend to the full Board approval of the FY 2015/16 Budget Amendment Request.

Submitted By:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: September 7, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium
Budget Amendment Request
FY2015/16

	FY2015/16	Proposed	FY2015/16
	Adopted	Amendment	Revised
REVENUES			
County Funding			
Interim County Funding	140,050	-	140,050
Cash Carryforward	15,000	-	15,000
Planning Grant			
Pre Award (8/22/14-4/30/16)			
ESA Contract	-	154,928	154,928
AV & Meeting Room Rentals	-	11,285	11,285
Legal Fees (Clerk)	-	4,740	4,740
Planning Grant Year One (5/1/16-9/30/16)			
ESA Contract	-	107,660	107,660
			-
TOTAL REVENUES	155,050	278,613	433,663
			-
DISBURSEMENTS			
			-
County Funding - General Operating			
Consulting-Administration	60,000	-	60,000
Consulting-Legal	60,000	-	60,000
Meeting and Travel Expense	16,050	-	16,050
Miscellaneous	1,000	-	1,000
Audit Expense	3,000	-	3,000
Grant Writer	15,000	-	15,000
			-
Planning Grant			
Pre Award (8/22/14-4/30/16)			-
ESA Contract, Task 1, 2, partial 13	-	154,928	154,928
AV and Meeting Room Rentals	-	11,285	11,285
Legal Fees (Clerk)	-	4,740	4,740
Development of SEP			-
ESA Contract, Work Order 4A	-	92,660	92,660
ESA Contract, Work Order 5	-	15,000	15,000
			-
TOTAL EXPENSES	155,050	278,613	433,663

Gulf Consortium Executive Committee
September 9, 2016

Agenda Item 9
Recommend Approval of FY 2016/17 Budget

Executive Summary:

Report on the proposed FY 2016/17 Budget for the Gulf Consortium, which will go before the Board to be approved at the September 13, 2016 meeting.

Background:

The proposed budget for FY 2016/17 will be a fully operational budget for the Gulf Consortium and will include two revenue sources: (1) county contributions; and (2) planning grant monies. Expenditures will be those to cover costs not allowable under the planning grant and those directly related to the planning grant. The total proposed budget for FY 2016/17 is \$1,633,180.

Budget Highlights:

As discussed at the June 2016 Executive Committee and Board of Directors meeting, the FY 2016/17 Consortium budget continues the county contributions and adds planning grant revenues. Out of the county contributions, the following expenditures will be made:

County Funding - General Operating		
Consulting-Administration (FAC contracts)	60,000	
Consulting-Legal (NGN)	60,000	
Meeting and Travel Expense	14,050	
Miscellaneous	1,000	
Audit Expense	5,000	
Subtotal General Operating		140,050

These expenditures are each at the same level except the "Audit Expense" category. This line item is increased by \$2,000 over the last three years to reflect the increased budgeting and bookkeeping with the planning grant award being realized by the Consortium. The \$140,050 in county contributions is being used to fund those expenditures that were not allowable under the planning grant. Accordingly, some level of county contributions will need to continue, annually, in order to fund those operational expenses of the Consortium that are not directly related to the development of the State Expenditure Plan.

The attached budget anticipates grant revenues to total \$1,493,130 during FY 2016/17. The revenues will fund the following:

Planning Grant

ESA Contract Consulting		
Task 3 -Work Order 4(B)		
(Preliminary Project List Completion)	209,100	
Task 15 - Work Order 5 (Grant Administration)	60,000	
Task 4 (Map Project List)	189,010	
Task 5 (Gaps Analysis)	150,470	
Task 6 (Draft Project List/Spatial Database)	116,440	
Task 7 (Evaluation Criteria)	98,400	
Task 8 (Project Evaluation)	303,400	
Task 9 (Project Leveraging Analysis)	201,310	
Subtotal ESA Contract		1,328,130
SEP Contracts Manager		
(Must be competitively procured)	50,000	
Contractual Legal Services		
(Total contract is NTE \$150,000)	90,000	
Audit Services (Must be competitively procured)	25,000	
Subtotal Other Contractual		<u>165,000</u>
Subtotal Planning Grant Expenses		1,493,130

Options:

- (1) Recommendation of approval of the FY 2016/17 proposed budget and county allocation amounts;
- (2) Provide other direction.

Fiscal Impact:

As indicated in the county allocations (\$140,050) and proposed budget that is attached for FY 2016/17. The total proposed budget is \$1,633,180.

Attachments:

Proposed Annual Budget 2016-17.
Adopted Budget to Actual 2016-17.
Cash Flows Statement 2016-17.
Expense Register Detail 2016-17.
Gulf Consortium FY 2016-17 Allocations.

Recommendation:

Recommend to the full Board approval of the proposed FY 2016-17 budget and county allocation amounts.

Submitted By:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: September 7, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium
Proposed Budget
October 1, 2016 - September 30, 2017

	Proposed Budget FY2016/17	Amended * Budget FY2015/16	Projected Actuals FY2015/16
REVENUES			
County Funding			
Interim County Funding	140,050	140,050	140,050
Cash Carryforward		15,000	15,000
Subtotal County Funding	140,050	155,050	155,050
Planning Grant			
Pre Award (8/22/14-4/30/16)			
ESA Contract	-	154,928	154,928
AV & Meeting Room Rentals	-	11,285	11,285
Legal Fees (Clerk)	-	4,740	4,740
Planning Grant			
ESA Contract - Task/Work Orders	1,328,130	107,660	107,660
Other Contractual Reimbursements	165,000	-	-
Subtotal Grant Funding	1,493,130	278,613	278,613
TOTAL REVENUES	1,633,180	433,663	433,663
DISBURSEMENTS			
County Funding - General Operating			
Consulting-Administration	60,000	60,000	60,000
Consulting-Legal	60,000	60,000	60,000
Meeting and Travel Expense	14,050	16,050	16,050
Miscellaneous	1,000	1,000	1,000
Audit Expense	5,000	3,000	3,000
Grantwriter Expense	-	15,000	15,000
Subtotal General Operating	140,050	155,050	155,050
Planning Grant			
Pre Award (8/22/14-4/30/16)			
ESA Contract, Task 1, 2, partial 13	-	154,928	154,928
AV and Meeting Room Rentals	-	11,285	11,285
Legal Fees (Clerk)	-	4,740	4,740
Subtotal Pre Award	-	170,953	170,953
ESA Contract Consulting			
Work Order 4(A)	-	92,660	92,660
Work Order 5	-	15,000	15,000
Task 3 - Work Order 4(B)	209,100	-	-
Task 15 - Work Order 5	60,000	-	-
Task 4	189,010	-	-
Task 5	150,470	-	-
Task 6	116,440	-	-
Task 7	98,400	-	-
Task 8	303,400	-	-
Task 9	201,310	-	-
Subtotal ESA Contract	1,328,130	107,660	107,660
SEP Contracts Manager	50,000	-	-
Contractual Legal Services	90,000	-	-
Audit Services	25,000	-	-
Subtotal Other Contractual	165,000	-	-
Subtotal Planning Grant Expenses	1,493,130	278,613	278,613
TOTAL EXPENSES	1,633,180	433,663	433,663

**Proposed Amendment to Budget to be presented for approval at September Meeting*

Gulf Consortium
Adopted Budget to Actual
October 1, 2015 - August 31, 2016

	FY16 Budget	FY16 Year To Date Actual*
Revenues		
Interim County Funding	140,050.00	140,050.00
Cash Carryforward**	15,000.00	15,000.00
Interest Income/Other	-	68.01
Total Revenues	155,050.00	155,118.01
Disbursements		
Consulting-Administration	60,000.00	50,000.00
Consulting-Legal	60,000.00	45,000.00
Meeting and Travel Expense*	16,050.00	1,730.77
Miscellaneous	1,000.00	622.20
Audit Expense	3,000.00	3,000.00
Grant Writer Expense*	15,000.00	15,000.00
Total Disbursements	155,050.00	115,352.97
Revenues Over (under) Disbursements	-	39,765.04

**Cash Basis of Accounting for Interim Reporting*

***Cash Carryforward:*

Cash carryforward amount of \$15,000 is comprised of unused funds from FY2014 and FY2015;

Funds split equally between Grant Writer and Meeting & Travel Expense

Gulf Consortium
Cash Flows Statement
October 1, 2015 -August 31, 2016

Beginning Cash Balance	10/1/2015	47,948.96
Deposits- FY16 County Funding	140,050.00	
Deposits- Interest/Other	68.01	
Net Cash Provided		140,118.01
Expenses- FY 16 Expenses	(115,352.97)	
Expenses- FY 15 Expenses	(32,133.58)	
Net Cash Used		(147,486.55)
Ending Cash Balance	8/31/2016	40,580.42

Gulf Consortium
Expense Register Detail Year To Date
October 1, 2015 to August 31, 2016

			FY2016 Expenses						FY2015 Expenses						
Check #	Payee	Date	Total Amount	Consult-Admin	Consult-Legal	Meeting & Travel	Misc	Audit	Grant Writing Expense	Consult-Admin	Consult-Legal	Meeting & Travel	Misc	Audit	
1081	NGN (VOIDED)	10/6/2015	\$ -												VOIDED CHECK (replaced by #1092)
1082	FAC	10/13/2015	\$ 5,000.00							5,000.00					September 15 consulting
1083	FI Depart of Economic Opportunity	10/13/2015	\$ 175.00				175.00								2015-16 Special District fee
1084	FL Department of State	10/13/2015	\$ 31.08									31.08			Meeting notice - 9/23/15
1085	FL Department of State	10/20/2015	\$ 73.92			73.92									Meeting Notices 10/2/15 & 10/8 15
1086	FL Association of Counties	11/4/2015	\$ 5,000.00	5,000.00											10/15 Consulting
	BANK FEES	11/20/2015	\$ 15.00				15.00								BANK FEES
1087	FL Department of State	12/1/2015	\$ 104.16			104.16									Meeting Notices - 11/12/15 & 111815
1088	Florida Association of Counties	12/15/2015	\$ 5,000.00	5,000.00											November 15 Consulting
	BANK FEES REFUNDED	12/16/2015	\$ (15.00)				(15.00)								Bank Fees refunded
1089	NGN	1/5/2016	\$ 5,148.64				0.24				5,000.00		148.40		Legal: September 15
1090	FL Association of Counties	1/5/2016	\$ 5,000.00	5,000.00											12/15 Consulting
1091	FL Association of Counties	1/5/2016	\$ 6,053.48									6,053.48			FY2014/15 Meeting expenses
1092	NGN	1/12/2016	\$ 15,900.62								15,000.00	320.15	580.47		Legal: June 15 (\$5512.81) July 15 (\$5025.40) August 15 (\$5362.41) was #1081
	STOP PAYMENT FEE	1/12/2016	\$ 38.00				38.00								
1093	FL Department of State	2/16/2016	\$ 33.32				33.32								Meeting Notice - 1/27/16
1094	FL Association of Counties	2/19/2016	\$ 5,000.00	5,000.00											1/16 Consulting
1095	FL Association of Counties	3/9/2016	\$ 5,000.00	5,000.00											2/16 Consulting
1096	FL Department of State	3/23/2016	\$ 33.88				33.88								Meeting Notice - 2/25/16
1097	Warren Averett, LLC	3/23/2016	\$ 3,000.00					3,000.00							Audit
1098	FL Department of State	4/12/2016	\$ 33.88				33.88								Meeting Notice - 3/31/16
1099	NGN	4/12/2016	\$ 10,513.01		10,000.00	513.01									11/15 & 12/15 Consulting & Expenses
1100	Florida Association of Counties	4/26/2016	\$ 10,000.00	10,000.00											3/16 & 4/16 Consulting
1101	FL Department of State	4/26/2016	\$ 95.34				95.34								MTG notice - 4/13 - 4/20 - 4/21/16
1102	NGN	4/29/2016	\$ 5,135.40		5,000.00	135.40									10/15 Consulting
1103	NGN	5/24/2016	\$ 20,636.33		20,000.00	636.33									Consulting - 1/16, 2/16,3/16,4/16 and expenses
1104	Florida Association of Counties	6/3/2016	\$ 5,000.00	5,000.00											5/16 Consulting & Expenses
1105	Florida Association of Counties	7/12/2016	\$ 5,000.00	5,000.00											6/16 Consulting
1106	FL Department of State	7/12/2016	\$ 67.34				67.34								MTG Notice - 6/16 6/28
1107	Florida Association of Counties	8/10/2016	\$ 5,000.00	5,000.00											7/16 Consulting
1108	Environmental Science Associates (E	8/16/2016	\$ 15,000.00						15,000.00						Consulting - Grant Writing
1109	NGN	8/23/2016	\$ 10,413.15		10,000.00	267.95	145.20								5/16 & 6/16 Consulting & expenses
				\$ 50,000.00	\$ 45,000.00	\$ 1,730.77	\$ 622.20	\$ 3,000.00	\$ 15,000.00	\$ 60,000.00	\$ 60,000.00	\$ 8,519.93	\$ 1,030.07	\$ 3,000.00	

**GULF CONSORTIUM
FY2015/16 ALLOCATIONS**

County	Total Amount	October 2015 Invoice 1	April 2016 Invoice 2
Bay	8,270	4,135	4,135
Charlotte	8,270	4,135	4,135
Citrus	8,270	4,135	4,135
Collier	8,270	4,135	4,135
Dixie	2,000	1,000	1,000
Escambia	8,270	4,135	4,135
Franklin	2,000	1,000	1,000
Gulf	2,000	1,000	1,000
Hernando	8,270	4,135	4,135
Hillsborough	8,270	4,135	4,135
Jefferson	2,000	1,000	1,000
Lee	8,270	4,135	4,135
Levy	2,000	1,000	1,000
Manatee	8,270	4,135	4,135
Monroe	8,270	4,135	4,135
Okaloosa	8,270	4,135	4,135
Pasco	8,270	4,135	4,135
Pinellas	8,270	4,135	4,135
Santa Rosa	8,270	4,135	4,135
Sarasota	8,270	4,135	4,135
Taylor	2,000	1,000	1,000
Wakulla	2,000	1,000	1,000
Walton	2,000	1,000	1,000
	140,050.00	70,025	70,025

Amounts to be invoiced in equal installments

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 10
Interim Manager Report**

Executive Summary:

Presentation of Interim Manager report.

Report:

This report will be provided verbally during the meeting.

Recommendation:

Discuss items and provide direction to Consortium staff on these items.

Attachment:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: September 7, 2016

**Gulf Consortium Executive Committee
September 9, 2016**

**Agenda Item 11
General Counsel Report**

Executive Summary:

Presentation of the General Counsel report.

Report:

- Continue weekly internal Consortium staff meetings.
- Continue weekly ESA Consultant Team/Consultant staff meetings.
- Provided guidance on Consortium matters, such as budget amendments, FY 2016-17 budget, and contract review.
- Continued outreach regarding SEP Projects.

Requested Action:

Discussion of Nabors, Giblin & Nickerson's contract for general counsel services to the Consortium.

Attachment:

None.

Prepared by:

Lynn Hoshihara, Esq.

General Counsel

On: September 7, 2016