

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE GULF CONSORTIUM
AND THE FLORIDA ASSOCIATION OF COUNTIES, INC.**

THIS AGREEMENT is made the 19th day of October, 2012, between the Gulf Consortium, a legal entity created under Chapter 163, Florida Statutes, hereinafter referred to as the "Consortium", and the Florida Association of Counties, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association".

WHEREAS, the Consortium having been created on October 19, 2012, and having held its first meeting on October 22, 2012; and

WHEREAS, the Consortium has not yet hired a permanent Manager but is in need of management and administration services and desires to ensure that such services are performed in the interim; and

WHEREAS, the Association can provide Florida local government administration, management and finance services; and

WHEREAS, it may be necessary and desirable to employ subcontractors to assist the Association with representation before local, state and federal public bodies and agencies on matters related to Florida counties and the RESTORE Act; and on matters related to the administration of the policies of the Board of Directors of the Consortium; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

SECTION 1.01. DEFINITIONS. As used in this Agreement, capitalized words shall have the meaning indicated below, unless the context otherwise requires:

"Agreement" means this agreement, between the Association and the Consortium, for interim Manager services, including any amendments and supplements hereto, executed and delivered in accordance with this agreement.

"Association" means the Florida Association of Counties, Inc., a Florida non profit corporation.

"Board" means the Board of Directors of the Consortium.

"Consortium" means the Gulf Consortium, a legal entity and public body created by the Interlocal Agreement, on October 19, 2012.

"Interlocal Agreement" means the interlocal agreement entered into by participating counties pursuant to section 163.01(7), Florida Statutes, creating the Consortium and establishing its charter.

"Manager" means the entity selected and engaged by the Board to provide administrative functions for the Consortium.

"RESTORE Act" means the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012.

**ARTICLE II
INTERIM MANAGER SERVICES**

SECTION 2.01. SERVICES TO BE PROVIDED. The Association shall assist in managing and administering the policies of the Board of Directors of the Consortium on an interim basis, including but not limited to:

- A. Serving as the interim manager, as contemplated in the Interlocal Agreement, to administer the operations of the Consortium and perform all other administrative duties, as directed by the Board and in compliance with all applicable laws;
- B. Providing the Consortium with a report of activities of the interim Manager;
- C. Facilitating meetings of the Consortium, as needed or as requested by the Board;
- D. With notice to the Board, temporarily hiring, engaging, or subcontracting staff, attorneys and professionals as an advocate and represent the interests of the Consortium in the federal rulemaking process and as an advocate and represent the interests of the Consortium before federal and state agencies and the Legislature; and
- E. Doing all other things necessary to further the goals and duties of the Consortium;
and
- F. Preparing and presenting for Board approval, an interim budget, by April 30, 2013 for the remainder of the fiscal year of the initial year of creation of the Consortium.

SECTION 2.02. OBLIGATIONS OF THE ASSOCIATION. In carrying out the services described in Section 2.01 hereof, the Association shall:

- A. Adhere to all applicable laws, including but not limited to the Florida Open Meeting and Records Laws, the RESTORE Act, and Chapter 163, Florida Statutes; all Board policies and procedures; and the provisions of the Interlocal Agreement;
- B. Maintain a principal place of business in Leon County, Florida, as contemplated in the Interlocal Agreement;
- C. Make expenditures in conformity with the approved interim budget, with express approval of the Board, or in accordance with any adopted policies, resolutions, or other written instructions, approved by the Board.

SECTION 2.03. COMPENSATION.

- A. The Consortium shall pay the Association \$5,000.00 per month, for the term of this Agreement. Travel expenses will be paid, in addition to the amount above, in accordance with Section 112.061, Florida Statutes. The Association will submit monthly invoices to the Consortium and the Consortium will not pay the Association until an invoice is received.

B. While it is not contemplated at this time, there may be additional expenses (e.g., banking fees, auditing fees, website enhancements, software purchases, directly and exclusively related to the Consortium) for which the Association will seek reimbursement from the Consortium in the future. Nothing in this Agreement would prohibit the Association from submitting such expenses to the Consortium for reimbursement nor prohibit the Consortium for providing payment for such expenses during the term of this Agreement. No such expenses would be reimbursed and no invoices received by the Consortium absent express authorization of the Board.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. TERM OF AGREEMENT. Upon execution, this Agreement shall be effective October 19, 2012, and shall continue in effect through and including September 31, 2013. The interim Manager shall serve at the pleasure of the Board. However, this Agreement may be terminated by the Association upon 60 days' notice in writing to the other party. The Consortium and the Association can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.

SECTION 3.02. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS. All notices, bills, and payments shall be made in writing and may be given by personal delivery, by mail or email. Unless otherwise designated in writing by the parties, all notices, bills and payments sent by mail or email should be addressed as follows:

Consortium: Florida Association of Counties
Interim Gulf Consortium Manager
100 South Monroe Street
Tallahassee, FL 32301
850-922-4300
ATTN: Christopher L. Holley
Cholley@fl-counties.com

Association: Christopher L. Holley, Executive Director
Florida Association of Counties
100 South Monroe Street
Tallahassee, FL 32301
850-922-4300
cholley@fl-counties.com

SECTION 3.03. NON-DISCRIMINATION. The Association shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

SECTION 3.04. CONFLICT OF INTEREST. The Association is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the Consortium and the Association that the Association maintain the highest standards of ethical propriety in connection with its duties under this Agreement, and that the Association shall have no conflicts of interest which would give the appearance of any impropriety.

SECTION 3.05. JURISDICTION. This Agreement and its performance and any suits and special proceedings under this agreement shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

SECTION 3.06. VENUE. The Consortium and the Association acknowledge that for any and all legal action regarding this Agreement, venue will be in Leon County, Florida.

SECTION 3.07. CONSTRUCTION OF AGREEMENT. Each party of this Agreement acknowledges that it has had the opportunity to review this contract and consult with legal counsel regarding its terms, and each party agrees that neither party will be considered the drafter of this Agreement for purposes of legal construction in the event of any dispute.

SECTION 3.08. ENTIRE AGREEMENT. This Agreement is acknowledged to constitute the entire agreement and understanding between the parties, that the provisions of this Agreement supersede any prior oral or written agreements, communications, or understandings between the parties, and that any other oral or written representations made by either party prior to execution of this Agreement are hereby merged into this Agreement, or otherwise are void and unenforceable.

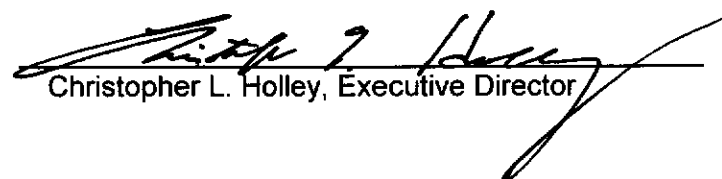
SECTION 3.09. SEVERABILITY OF PROVISIONS. In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to survive as if the unenforceable provision had not been included, unless such a construction would cause this Agreement to fail of its essential terms.

IN WITNESS WHEREOF, the GULF CONSORTIUM and the FLORIDA ASSOCIATION OF COUNTIES, INC., have caused this Agreement to be executed on the date first mentioned above.

GULF CONSORTIUM

By: 

FLORIDA ASSOCIATION OF COUNTIES, INC.

By: 
Christopher L. Holley, Executive Director