

**GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200110141.01  
PURSUANT TO  
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA  
STATE EXPENDITURE PLAN**

1. Subrecipient name (which must match the registered name in DUNS): Hernando County
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): **07-321-2920**
3. Federal Award Identification Number (FAIN): GNTSP20FL0110
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): February 4, 2020
5. Subaward Period of Performance:

Effective Date: May 6, 2020 (Date Executed by both Parties)

Project Completion Date: December 1, 2023

6. Total Amount of Federal Funds Subject to Award: \$453,807.00
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$410,791.00
8. Total Amount of the Federal Award Subject to this Agreement: \$410,791.00
9. Federal award project description:

The scope of work for this Project consists of the planning phase of FSEP Project No. 14-1, involving the construction and deployment of ten artificial reef sites that will be expand upon the existing artificial reefs to create a regional network of artificial reefs. This phase will include site evaluations, site selection, design, permitting, and baseline monitoring.

10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council

Pass Through Entity – The Gulf Consortium

Contact Information for Awarding Official of Pass-Through Entity –

Gulf Consortium General Manager  
The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789  
(407) 629-2185  
Gulf.Consortium@balmoralgroup.us

11. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

12. Identification of whether the award is for research and development (R&D): No

13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): Yes

## TABLE OF CONTENTS

SECTION 1.	RECITALS. ....	2
SECTION 2.	GENERAL. ....	2
SECTION 3.	TERM. ....	2
SECTION 4.	CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION. ....	2
SECTION 5.	PROCESSING OF REIMBURSEMENT REQUESTS. ....	4
SECTION 6.	PAYMENTS TO SUBRECIPIENT SUBJECT TO APPROPRIATION. ....	5
SECTION 7.	REPORTING REQUIREMENTS. ....	5
SECTION 8.	INDEMNIFICATION. ....	6
SECTION 9.	DEFAULT; TERMINATION; FORCE MAJEURE. ....	6
SECTION 10.	REMEDIES; FINANCIAL CONSEQUENCES. ....	7
SECTION 11.	AUDITS. ....	10
SECTION 12.	SUBCONTRACTS; PROCUREMENT; SUBAWARDS. ....	11
SECTION 13.	CLOSEOUT. ....	15
SECTION 14.	LOBBYING PROHIBITION; CONFLICTS OF INTEREST. ....	16
SECTION 15.	COMPLIANCE WITH LAWS. ....	17
SECTION 16.	NOTICE. ....	17
SECTION 17.	CONTACTS. ....	17
SECTION 18.	INSURANCE. ....	18
SECTION 19.	REAL PROPERTY; EQUIPMENT. ....	18
SECTION 20.	UNAUTHORIZED EMPLOYMENT. ....	19
SECTION 21.	NON-DISCRIMINATION. ....	19
SECTION 22.	DEBARMENT/SUSPENSION. ....	19
SECTION 23.	COPYRIGHT, PATENT, AND TRADEMARK. ....	20
SECTION 24.	SPECIAL CONDITIONS. ....	20
SECTION 25.	ENVIRONMENTAL CONDITIONS. ....	20
SECTION 26.	PHYSICAL ACCESS AND INSPECTION. ....	20
SECTION 27.	AMENDMENTS/MODIFICATIONS. ....	21
SECTION 28.	PERMITS. ....	21
SECTION 29.	RECORDS; ACCESS TO RECORDS AND PERSONNEL. ....	21
SECTION 30.	MISCELLANEOUS. ....	22

**ATTACHMENTS:**

ATTACHMENT A	FINANCIAL ASSISTANCE AWARD.....	A-1
ATTACHMENT B	SPECIAL AWARD CONDITIONS.....	B-1
ATTACHMENT C	SUPPORTING DOCUMENTATION REQUIREMENTS.....	C-1
ATTACHMENT D-1	FEDERAL PROVISIONS APPLICABLE ..... TO SUBRECIPIENT	D-1-1
ATTACHMENT D-2	FEDERAL NON-DISCRIMINATION PROVISIONS.....	D-13-1
ATTACHMENT D-3	ENVIRONMENTAL COMPLIANCE.....	D-3-1

**THIS SUBRECIPIENT AGREEMENT** (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 20 N Main St # 460, Brooksville, FL 34601 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNTSP20FL0110 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 1113-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”); and

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

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

WHEREAS, FSEP Project No. 14-1 consists of the construction of a diverse network of artificial reefs that will enhance recreational opportunities for a wide variety of users and enhance nature-based tourism, in order to (1) support the increasing recreational demand for offshore reef fishing and scuba diving opportunities, and (2) enhance the abundance, distribution, and structural diversity of hard bottom habitat in Hernando County's marine waters; and

WHEREAS, on February 4, 2020, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNTSP20FL0110 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 14-1, as further described in such Financial Assistance Award and the attachments thereto (the “Project”); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0110 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

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

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

### **SECTION 1. RECITALS.**

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

### **SECTION 2. GENERAL.**

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNTSP20FL0110, attached hereto as **Attachment A** (hereinafter the “Financial Assistance Award” or “Award”), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council’s Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter “Special Award Conditions”); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>); and all other attachments and exhibits hereto.

### **SECTION 3. TERM.**

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until December 1, 2023 (the “Project Completion Date”), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

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

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

### **SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.**

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of **\$410,791.00** for completion

of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

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

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

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

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

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

specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

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

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

## **SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.**

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

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

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

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



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

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

## **SECTION 7. REPORTING REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

## **SECTION 8. INDEMNIFICATION.**

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

## **SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.**

A. Termination for Cause.

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

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

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

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

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

**SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.**

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

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

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

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

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

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

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

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

3. Wholly or partly suspend or terminate this Agreement.

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

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

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

7. Take other remedies that may be legally available.

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

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

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

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

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

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

#### **SECTION 11. AUDITS.**

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

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

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in

accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.

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

## **SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.**

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

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

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

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

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

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

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

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

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:



1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

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

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

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

### **SECTION 13. CLOSEOUT.**

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

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

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

#### **SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.**

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

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

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

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

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

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

F. Conflict of Interest.

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

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a

decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

#### **SECTION 15. COMPLIANCE WITH LAWS.**

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

#### **SECTION 16. NOTICE.**

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

#### **SECTION 17. CONTACTS.**

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

##### **Gulf Consortium**

Grant Administrator

Gulf Consortium General Manager  
The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789  
(407) 629-2185  
Gulf.Consortium@balmoralgroup.us

##### **Subrecipient**

Project Manager

Keith Kolasa, Aquatics Manager

1525 E Jefferson Street  
Brooksville, FL 34601  
(352)754-4060  
KKolasa@hernandocounty.us

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

#### **SECTION 18. INSURANCE.**

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

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

#### **SECTION 19. REAL PROPERTY; EQUIPMENT.**

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

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

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

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

## **SECTION 20. UNAUTHORIZED EMPLOYMENT.**

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

## **SECTION 21. NON-DISCRIMINATION.**

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

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

## **SECTION 22. DEBARMENT/SUSPENSION.**

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of

this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

### **SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.**

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

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

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

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

### **SECTION 24. SPECIAL CONDITIONS.**

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

### **SECTION 25. ENVIRONMENTAL COMPLIANCE.**

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

### **SECTION 26. PHYSICAL ACCESS AND INSPECTION.**

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

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

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



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

#### **SECTION 27. AMENDMENTS/MODIFICATIONS.**

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

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

#### **SECTION 28. PERMITS.**

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

#### **SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.**

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

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

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

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

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

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

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

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

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

### **SECTION 30. MISCELLANEOUS.**

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

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that

any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, the day and year last written below.

(Signature Page Follows)

**GULF CONSORTIUM**

By: 

CHRISTOPHER CONSTANCE MD  
Print Name and Title CHAIRMAN

Date: 5/6/2020

Attest:

**HERNANDO COUNTY, FLORIDA**

By: 

JOHN MITTEN, Chairman  
Print Name and Title

Date: 4-14-2020

Attest:

By: Heidi Kuppe, D.C.

for

Douglas Chorvat, Jr.

Print Name and Title

Clerk of Circuit Court  
+ Comptroller

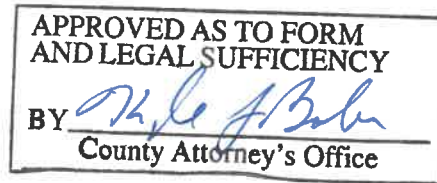


By: Janina Stamoulis

Janina Stamoulis, Exec. Asst.

Print Name and Title

for Christopher Constance



**ATTACHMENT A**  
**FINANCIAL ASSISTANCE AWARD**

☐ FPL GRANT☒ SEP GRANT**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER (FAIN)

GNTSP20FL0110

RECIPIENT NAME

Gulf Consortium

RECIPIENT UNIQUE ENTITY IDENTIFIER (DUNS)

079937065

STREET ADDRESS

165 Lincoln Avenue

PERFORMANCE START DATE

PERFORMANCE END DATE

10/01/2018 to 3/1/2024

CITY, STATE, ZIP CODE

Winter Park, FL 32789-3877

FEDERAL FUNDS OBLIGATED (TOTAL AWARD AMOUNT)

\$453,807.00

AUTHORITY

33 U.S.C. 1321(t)(3) and 40 CFR Part 1800

NON-FEDERAL SHARE OF COST

\$0.00

CFDA NO. AND NAME

87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

TOTAL ESTIMATED COST OF PROJECT/PROGRAM

\$453,807.00

PROJECT/PROGRAM TITLE

14-1: Artificial Reef Program - E&amp;D and Monitoring

This Award Document (Form GCC-7700) signed by the Authorized Official constitutes an obligation of Federal funding. By signing this Form GCC-7700, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, this Form GCC-7700 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015)☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII**ABSTRACT/PURPOSE OF GRANT:**

The Gulf Consortium, through its subrecipient, Hernando County, will complete the planning, design, permitting, and monitoring of ten artificial reefs, which will expand Hernando County's existing permitted artificial reefs, creating a regional network of reefs. The overarching goal of the reefs will be to enhance and increase nature-based tourism within the county, while also creating essential habitat for fish and sessile invertebrates. Planning assessments (site evaluations) will be completed to identify suitable sites that not only meet permitting requirements, but will also provide ecological benefits through their strategic placement as recommended within the County's Marine Area Strategic Plan. Site characteristics (overall size, depth, sediment type, distance offshore, buffer distance to seagrass and/or live bottom) will be used to design reefs tailored to specific objectives for both recreation and fisheries. Recreational objectives will include enhancement of scuba diving, creation of free diving and snorkeling reefs, and enhancement of recreational fishing. Fisheries objectives will focus on either increasing overall diversity or abundance of target species such as gag grouper.

<b>ACCOUNTING INFORMATION</b> CATB GCC6013; CAM1 GCCGECONOMYX ; CAM2 GCCOTHERWSXX ; CAM3 GCCPOTHEROBJ		<b>FEDERAL AWARD ID NUMBER (FAIN)</b> GNTSP20FL0110	PAGE 2
<b>PROJECT/PROGRAM TITLE</b> 14-1: Artificial Reef Program - E&D and Monitoring			
<b>PROJECT- OR PROGRAM-SPECIFIC INFORMATION</b>			
<input checked="" type="checkbox"/> PLANNING <input type="checkbox"/> IMPLEMENTATION <input type="checkbox"/> SEP ONLY – INCLUDES INFRASTRUCTURE <input type="checkbox"/> TECHNICAL ASSISTANCE <input type="checkbox"/> IMPLEMENTATION - CONSTRUCTION <input type="checkbox"/> OTHER – DESCRIBE			
<input checked="" type="checkbox"/> PRE-AWARD COSTS – APPROVED AMOUNT: \$5,070.00 <input type="checkbox"/> RECIPIENT'S NEGOTIATED INDIRECT COSTS RATE (NICRA): <input type="checkbox"/> INDIRECT COSTS APPLIED TO AWARD:			
<i>Note: Administrative costs, including allowable indirect costs, are limited to 3% of amounts received under the RESTORE Act (33 U.S.C. 1321(t)(1)(B)(iii)). Any change in the Total Award Amount may result in a change to the amount of approved indirect costs subject to the 3% administrative cost limitation.</i>			
<b>ATTACHMENTS</b>			
<input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS <input checked="" type="checkbox"/> FUNDING AUTHORIZATION <input checked="" type="checkbox"/> REPORTING SCHEDULE <input checked="" type="checkbox"/> DESCRIPTION OF WORK TO BE PERFORMED <input checked="" type="checkbox"/> BUDGET NARRATIVE <input checked="" type="checkbox"/> BUDGET DETAIL SCHEDULE		<input checked="" type="checkbox"/> CASH DRAWDOWN FORECAST SCHEDULE <input checked="" type="checkbox"/> KEY MILESTONES CHART <input checked="" type="checkbox"/> APPROVED METRICS <input checked="" type="checkbox"/> OBSERVATIONAL DATA PLAN <input checked="" type="checkbox"/> PRELIMINARY DATA MANAGEMENT PLAN <input type="checkbox"/> OTHER:	
<b>RECIPIENT CONTACT INFORMATION</b> Valerie Seidel 165 Lincoln Avenue Winter Park, FL 32789-3877 <a href="mailto:vseidel@balmoralgroup.us">vseidel@balmoralgroup.us</a>		<b>RESTORE COUNCIL CONTACT INFORMATION</b> Barbara Shumar Grants Management Specialist <a href="mailto:Barbara.shumar@restorethegulf.gov">Barbara.shumar@restorethegulf.gov</a>  Matt Love Restoration Ecologist <a href="mailto:Matt.love@restorethegulf.gov">Matt.love@restorethegulf.gov</a>	
The Council Grants Management Specialist is responsible for the negotiation, award and administration of this grant and the interpretation of grants administration policies and provisions. The Ecosystem Program Specialist is responsible for the scientific, programmatic and technical aspects of this grant. These individuals work together in overall grant administration. Prior approval requests (signed by the Recipient Authorized Official) should be submitted in writing to the Grants Management Specialist.			
<b>GULF COAST ECOSYSTEM RESTORATION COUNCIL AUTHORIZED OFFICIAL</b>		<b>RECIPIENT AUTHORIZED OFFICIAL</b>	
NAME Ben Scaggs		NAME Christopher Constance	
TITLE Executive Director		TITLE Chairman	
SIGNATURE <b>BENJAMIN</b> Digitally signed by BENJAMIN SCAGGS Date: 2020.02.04 16:24:13 -06'00'		SIGNATURE	
FEDERAL AWARD DATE <b>SCAGGS</b>		DATE	

## SPECIAL AWARD CONDITIONS

### **1. Non-Duplicative Use of RESTORE Act Funds**

The recipient will not seek any compensation for the approved project from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

### **2. Project Performance Reporting**

The recipient must submit project performance outcome reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance outcome report is due on January 30 of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

### **3. Review of Drawdowns**

The recipient agrees to receive award funds through a reimbursement payment method and to provide the Council Grants Office with documentation supporting each drawdown in ASAP concurrent with making the draw. The recipient will receive reimbursement through a two-step process:

- a. Request reimbursement of funds through the Automated Standard Application for Payments (ASAP) system (ASAP.gov); and
- b. Within 24 hours of drawing funds through ASAP, submit documentation which supports all costs incurred for Council Grants Office review through RAAMS (<https://raams.restorethegulf.gov>) or any successor system. At a minimum, the following documentation, as applicable, must be provided.
  - *Summary* of pre-award costs for which approval is requested, including amount in each applicable budget object class; and
  - *Invoice* – for a pre-award cost item procured by the Recipient or billed by a subrecipient or contractor; or
  - *Other supporting documentation* – for a pre-award cost item that the Recipient incurs directly (for example, time sheets to support personnel costs).

Documentation must clearly designate each item of cost for which approval is requested and show a clear relationship to the approved scope of work and budget of the award.

Review of the recipient's payments will be required until the recipient demonstrates that the quality of its financial management systems and its ability to meet the management standards prescribed fulfill the requirements set forth in 2 CFR 200.205.

### **4. Updates to the Observational Data Plan**

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end



dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in RAAMS. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to closeout of the award.

#### **5. Updates to the Data Management Plan**

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to closeout of the award.

#### **6. Observational Data Management and Delivery**

- a. **Data Sharing:** All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- b. **Timeliness:** Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- c. **Data produced under this award and made available to the public must be accompanied by the following statement:** "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- d. **Failure to Share Data:** Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be

considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

- e. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

### FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$453,807.00			\$453,807.00	

### REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	7/30/2020
Financial Report	1/30/2021
Performance Report	1/30/2021
Financial Report	7/30/2021
Financial Report	1/30/2022
Performance Report	1/30/2022
Financial Report	7/30/2022
Financial Report	1/30/2023
Performance Report	1/30/2023
Financial Report	7/30/2023
Financial Report	1/30/2024
Performance Report	1/30/2024
Final Report	5/30/2024

## DESCRIPTION OF WORK TO BE PERFORMED

**PROJECT TITLE:** 14-1: Artificial Reef Program - E&D and Monitoring

**EGID:** 110

**ANTICIPATED START DATE:** 2/10/2020

**FUNDING REQUESTED:** \$453,807.00

**PROPOSED END DATE:** 3/1/2024

### PROJECT DESCRIPTION:

## Project Narrative

### Project Title – 14-1: Artificial Reef Program - E&D and Monitoring

The overall goal of Hernando County's Artificial Reef Program 14-1 is to construct a diverse network of artificial reefs that will enhance recreational opportunities for a wide variety of users and enhance nature-based tourism. The objectives of the project are to:

- 1) support the increasing recreational demand for offshore reef fishing and scuba diving opportunities; and
- 2) enhance the abundance, distribution, and structural diversity of hard bottom habitat in the county's marine waters.

This application is for the planning phase of ten artificial reef sites that will be expand upon the existing artificial reefs to create a regional network of artificial reefs. This phase will include site evaluations, site selection, design, permitting, and baseline monitoring. Other planning activities will include at least one public workshop to seek input on the reef designs and locations. During the planning and completion of these projects Hernando County has also developed partnerships with the University of Florida, the Florida Fish and Wildlife Conservation Commission (Florida's Artificial Reef Program), and various non-profits that are assisting with both local fundraisers and monitoring of the artificial reefs. The County will continue to build these partnerships to assist with the implementation of this project. NOTE: future projects and funding requests to build the reefs designed in this project will be accompanied by monitoring plans with additional detail on how repeat mapping of seafloor, water column, and monitoring reef use by tourists would be achieved.

### Methodology / Approach

- Design artificial reefs to complement and enhance the existing natural low relief hard bottom habitat by increasing structure complexity and that incorporate many of the innovative man-made engineered reef structures that have become more available over the last decade.
- Natural reef material such as limestone boulders with also be incorporated into the designs providing materials with rough borable surfaces which will promote live bottom growth (sponges, hard and soft corals).
- Since vertical relief of the majority of natural hard bottom found in Hernando County is generally limited to one to two feet, one simple method of enhancing structure complexity and surface area is simply to select materials that provide greater vertical relief.
- Where appropriate, high relief structures will be planned for deeper offshore locations to enhance structure complexity. It is anticipated that at least one of the offshore reefs will focus on deploying a steel hull vessel to create a wreck site designed to enhance scuba diving opportunities for both recreational and technical divers.

The artificial reefs will range in size and complexity with the largest to be deployed within offshore waters ranging from 15 to 50 miles offshore and smaller reefs to be deployed within nearshore waters ranging from 4

to 15 miles offshore (Figure 2). It will be a priority to create a variety of reef types to meet different objectives. Design plans will be creative utilizing both engineered structure and natural material, with some reef designs incorporating unique structures such as underwater sculptures that will encourage return visitations and promote tourism. Due to the good water clarity found offshore Hernando County, opportunities exist to create artificial reefs that offer unique recreational benefits attracting both scuba divers, free divers, snorkelers, and wildlife viewing. Design plans will take advantage of the precision deployment technology which provides the opportunity to deploy reef materials in specific patterns developed in the design. Incorporating various types of engineered reef modules into the design will be also be a priority to maximize structure complexity and habitat heterogeneity. Conventional concrete rubble and stormwater conveyance structures (culverts, manhole riser, inlets, etc.) will also be included as a reef material for reefs designed for recreational fishing and fisheries objectives. This type of conventional material will not be used for reef designed for snorkeling objectives.



Photographs of recent artificial reef deployments in Hernando County

Top: Bendickson Reef Expansion, Bottom: Shallow Reef Ball Arrays

Conceptual plans will consider a variety of innovative ideas to maximize recreational opportunities for as many user groups as possible. These will include the following artificial reef concepts:

1. Snorkeling reefs or trails
2. Drift dive reefs (linear ridge systems)
3. Deep water wrecks
4. Reefs consisting of conventional concrete rubble deployments
5. Reefs utilizing engineered modules such as reef balls and pyramids
6. Reefs constructed of native natural limestone boulders
7. Reefs incorporating statues or artistic designs
8. Enhancement of existing permitted artificial reefs

Due to the greater availability of sand substrate (void of vegetation or hard bottom fauna), the largest artificial reefs will be planned for offshore marine waters of Hernando County and will be located 15 to 50 miles offshore (Figure 2). More expansive areas of sand are found in these deeper waters and will allow for a larger artificial reef footprint. Greater depth also allows for the deployment of larger and taller structures where ample clearance for navigation. Smaller reefs will be strategically located from 4 to 15 nm offshore (Figure 2). Water depth within this “nearshore” zone varies from 10 ft to 18ft making these shallow sites ideal for snorkeling and viewing of fish and marine life. The combination of good water clarity and shallow depths provides opportunities to create shallow snorkeling trails suitable for many age groups of snorkelers. Artificial reefs deployed within the nearshore zone will serve as “stepping stones” between the offshore hard bottom habitats and coastal marine waters of the Weeki Wachee and Chassahowitzka estuaries.

### **Scope of work (What and How)**

As the subrecipient, Hernando County recognizes the need to thoroughly plan for the deployment of artificial reefs to not only maximize their recreational and ecological benefits, but also reduce potential for any environmental impacts, harm to fisheries, or impacts to navigation. This planning and design phase (Phase I) of the Artificial Reef Program will carefully plan reefs that will be both stable and durable, and are constructed of materials that provide long life expectancies such as engineered reef modules.

As a measure to help prepare for this project the County partnered with the University of Florida to develop a Marine Area Strategic Plan which provides a comprehensive science-based decision framework to properly site, plan, and monitor artificial reefs (Barshel et al 2018). Hernando County staff have also completed screenings and ground-truthing of numerous potential new artificial reef sites. Various types of GIS coverages of benthic communities (seagrass and hard bottom) were obtained from state agencies and used to help pinpoint potential reef sites that meet permitting criteria, such as required buffers to natural hard bottom and seagrass habitat. The GIS spatial layers were also reviewed on a regional scale to place greater emphasis on creating habitat within areas that lack hard bottom structure and to create connectivity between existing reefs. Improving connectivity between the offshore and nearshore zones is believed to be beneficial for migration of recreational important species of such as gag grouper and hog snapper. The site selection and design of artificial reefs to be completed under this project will build upon the work completed by County staff and incorporate spatial planning to identify habitat gaps and create connectivity between offshore and nearshore waters.

Site evaluations will be completed of 15 potential sites previously identified by the County (Figure 2) with the results used to prioritize 10 sites for full design and permitting. Sites evaluations will include collecting several types of data needed to identify the most beneficial sites for reef creation, and to verify that the sites meet permitting criteria which are established to prevent any environmental impacts. Data to be collected during the site evaluations are represented in Measures I – V in the both the Observation Data Plan and Data Management Plan. These include the following:

- I. Benthic Habitat Map Inventory
- II. Side Scan Sonar and/or 3D Multibeam Bathymetry
- III. Sediment Analyses
- IV. Underwater Video and Photos
- V. Magnetometer Surveys

The need and purpose of each of these components of the site evaluations are outlined in the Observational Data Plan. Details about the data formats and data storage are provided in the Data Management Plan. The completion of magnetometer surveys will be contingent upon whether this data is needed by the regulatory agencies. It is included in the project budget, but it is not known whether all of the sites or some of the sites will require these surveys.

Permitting of the artificial reefs is expected to be the most time-consuming component of this project with any permits requiring consults from the National Marine Fisheries Service (NMFS) potentially add one year to the overall permitting cycle. Additionally, sites located with state waters will involve both state and federal permits which may require additional time. A permitting time schedule will be developed for each proposed reef site based on the type and number of permits needed and will be used to plan the overall project schedule, as well as the implementation phase (Phase II) of the project.

Detailed cost estimates will also be provided as part of the design services to assist with planning of implementation, with cost estimates provided for materials, deployment, and monitoring. Baseline monitoring will take place during this phase of the project and will be followed by post implementation monitoring to be completed after the deployment of the reefs during Phase II.

Phase I incorporates many of the planning elements outlined in the artificial reef chapter of the County's Strategic Marine Area Plan (*Barshel et al 2018*) with the following primary project tasks to be completed through contracted services and represent the main components of the Scope of Work:

1. Site Evaluations and Selection
  - a. Review of Proposed Reef Sites and Identification of Alternative Sites (if needed)
  - b. GIS Inventory and Site Screening
  - c. Site Evaluations (15 Sites) (see Measures I-IV above)
  - d. Site Prioritization and Selection of 10 Sites
2. Define Individual Reef Objectives (10 Sites)
3. Completion of Conceptual Design Plans, Cost Estimates, and Permit Pre-Application Meetings (10 Sites)
4. Determine Site Specific Permitting Requirements and Permitting Timelines (10 Sites)
5. Public Workshop
6. Refinement of Conceptual Plans and Cost Estimates
7. Completion of 60% Design Plans and Permit Submittals
8. Permit Review, Completion of Requests for Additional Information, and Development of Permitting Time Schedule
9. Development of Baseline Monitoring Plan, Post Implementation Monitoring Plan, and Monitoring Cost Estimates
10. Permit Approvals and Completion of Final Design Plans
11. Baseline Monitoring

#### **Roles and responsibilities (Who)**

As the subrecipient, Hernando County will oversee project management and procurement of a qualified Consultant (currently unknown). Due to the variety of reef types planned and scale of this project there are significant opportunities for academic research with this project. The County will engage the scientific community to develop research projects associated with the new artificial reefs, such as long term monitoring and comparisons of fish populations between the new reef structures. Research staff at the University of Florida have already expressed interest in developing research projects associated with this project.

**Roles and Responsibilities Table**

<b>Organization/ Agency/Company</b>	<b>Role</b>	<b>Duties</b>
<i>The Gulf Consortium</i>	<i>Grant recipient – project implementation</i>	<i>Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services</i>
<i>Hernando County</i>	<i>Act as Project Manager</i>	<i>Complete Scope of Work, oversee procurement of consultant services, grant compliance, and oversee completion of all components of the Scope of Work including site evaluations, site selection, design plans (conceptual, 60%, and final) , public workshop, permit submittals, permit RAls, cost estimates, monitoring plans, and monitoring reports. Ensure compliance with ODP and DMP</i>
<i>Unknown</i>	<i>Consultant to services with Scope of Work</i>	<i>Site evaluation, site selection, design plans (conceptual, 60%, and final) , public workshop, permit submittals, permit RAls, cost estimates, monitoring plans, monitoring reports, and all other components of the Scope of Work. Deliverables to meet ODP and DMP criteria.</i>
<i>University of Florida</i>	<i>Collaborative Research</i>	<i>Hernando County will collaborate with the University of Florida to develop research projects associated with the artificial reefs.</i>



### Location (Where)

Hernando County is located between Pasco and Citrus Counties, within US Congressional District FL-11. All artificial reefs will be located within the marine waters off the coast of Hernando County with site evaluated from the nearshore coastal waters out to 50 miles offshore (Figures 1 and 2).

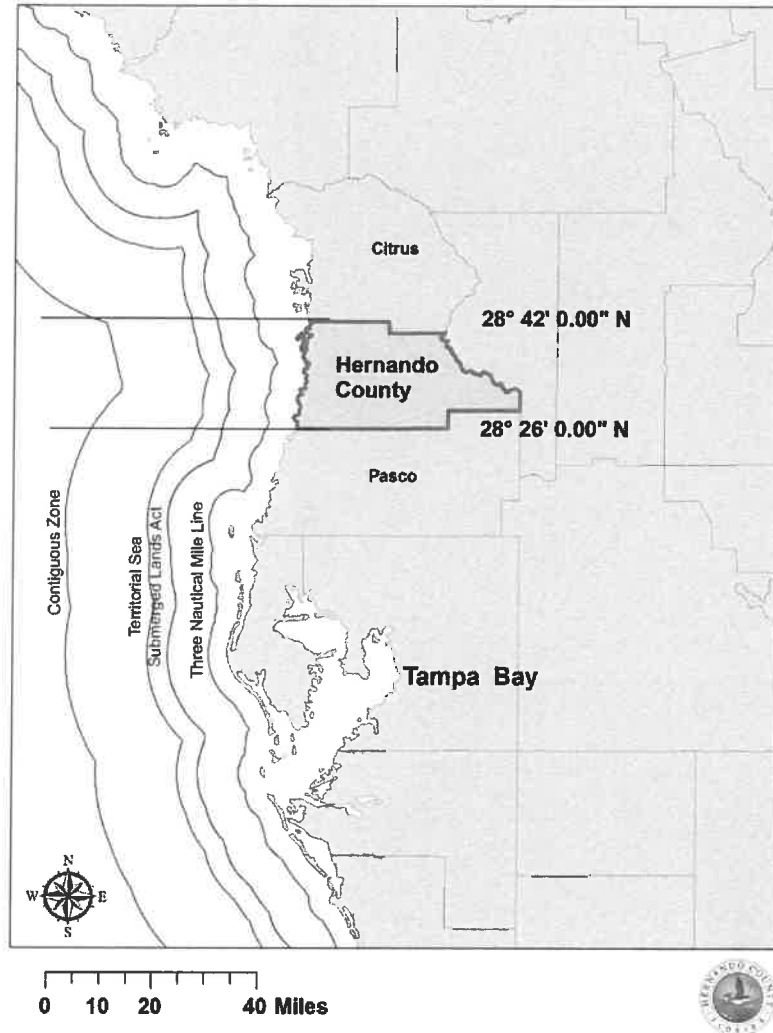


Figure 1. General location map for 14-1 Hernando County Artificial Reef Program.

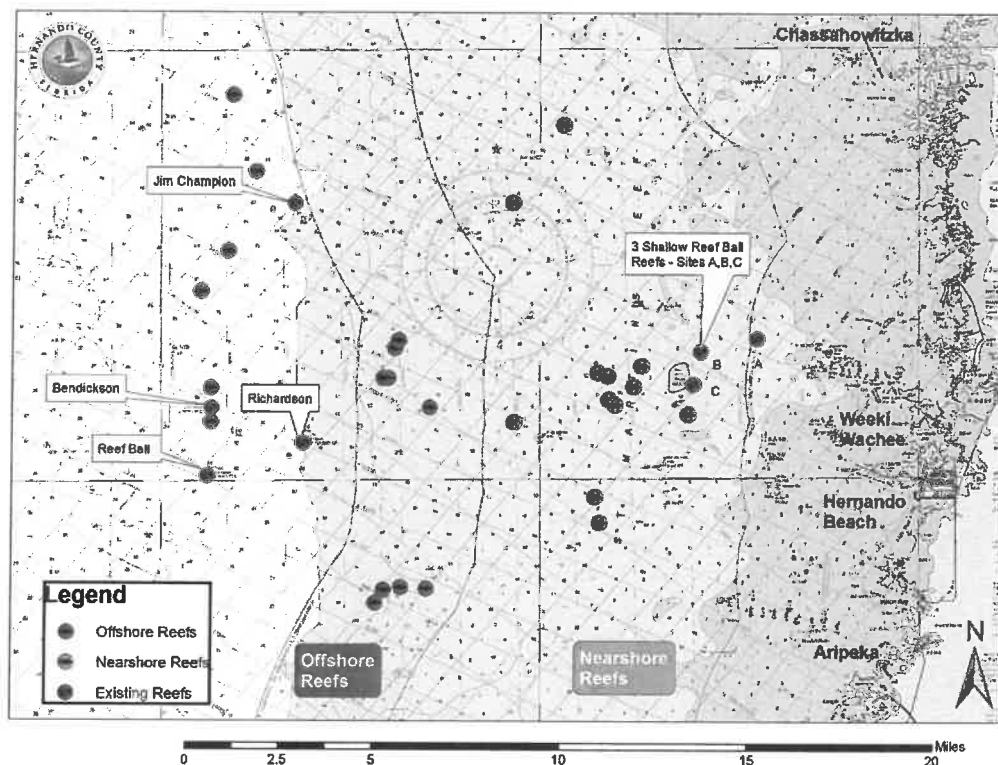


Figure 2. Location of both the existing artificial reefs and potential locations for new artificial reefs.

#### Project/Program Duration (When)

This project is expected to begin when the review of the application begins and be completed within three years. Project management will begin upon notification of the grant award with the Consultant procurement process. Selection of a qualified consultant is expected to take 3 months. Site evaluations are expected to be completed within 8 months of the notice to proceed (NTP) to the Consultant and all conceptual plans will be completed within 3 months after the completion of the site evaluations and site selection. Permitting will begin after the completion of site evaluations and development of conceptual plans, with pre-application meetings held during the twelfth month. The expected duration of each major task is outlined in the Project Milestones.

#### Approach (How)

Upon notification of award, the County will begin the procurement process to select a qualified consultant to complete this project. The County will work closely with the consultant to provide them location of all potential artificial reef sites that have been identified during the screening conducted by the County, provide local knowledge of the marine habitats, and provide copies of the geospatial data coverages utilized during the screening. The Consultant will evaluate the list of potential sites and prioritize these sites based further screenings of the sites using existing geospatial benthic cover layer. The screenings will evaluate for required buffers to seagrass and hard bottom and will place priority on sites that enhance connectivity between the existing artificial reefs, or enhance connectivity between the offshore and nearshore marine environment.

Once completed and reviewed by County staff the conceptual plans will be presented during the permitting pre-application meetings. Feedback received during the pre-application meetings will be used to revise the design plans, determine the type of permits needed for each artificial reef site, and develop a permitting time schedule for each site based on the permitting complexity. The conceptual plans and permitting scheduled will be

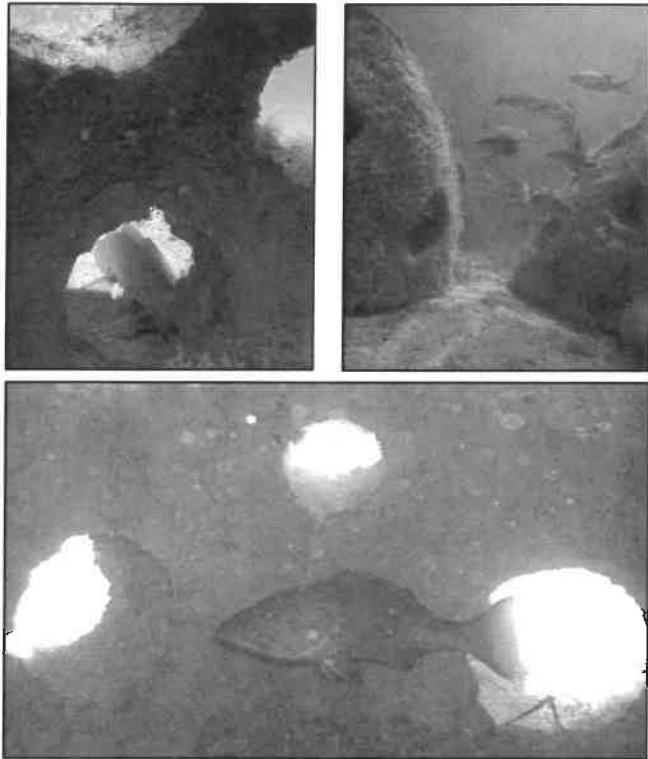
presented at a least on public workshop to seek input from stakeholder and different user groups. These plans and cost estimates will then be presented to the Hernando County Board of County Commissioners for their review and input. Further revisions will be made if needed based on both the feedback of the Commissioners and public.

The end result of these plan revisions will be 60% design plans needed for permit submittals. Permit applications will be prepared to the Florida Department of Environmental Protection (if inside state waters) and the US Army Corps of Engineers (all sites). Consults will be completed with the Florida Division of Historical Resource, United States Coast Guard, and the Florida Fish and Wildlife Conservation Commission. During the same time the permit applications are being prepared and submitted, monitoring plans will be developed for both baseline monitoring (pre-implementation) and for success criteria monitoring (post-implementation). Cost estimates will be prepared for the monitoring plans to help refine the budget for implementation phase. All artificial sites will go through the permitting process including requests for additional information. Upon receiving all permits final design plans and final cost estimates will be prepared, with the cost estimates to include both material and deployment costs. The final design plans will also provide a deployment plan including the size of vessels required, cranes, equipment, and suitable ports of operation based on the size and draft of the vessels needed. Baseline monitoring will be conducted for each reef site and at a minimum of three reference sites with the duration to be a minimum of one year.

#### **Supporting Information (Why)**

Additional nearshore artificial reefs are needed to meet the increasing demand for snorkeling, diving, and marine life viewing opportunities. Nearshore locations will be accessible by smaller boats, and therefore more residents and tourists. In addition to enhancing recreational opportunities and associated economic benefits, artificial reefs can also provide ecological benefits. Hard substrate and vertical structure are limited habitats in the Gulf of Mexico (Fikes, 2013), and artificial reef habitats provide: 1) hard substrate to support encrusting and colonial benthic organisms such as sponges and corals; 2) niche space for small marine invertebrates; and 3) shelter for larval and juvenile fishes. The project is justified by the demonstrated benefits of artificial reefs, including increased economic activity (Adams et al. 2011). There is extensive evidence in the literature that artificial reefs with sufficient structural complexity can support reef fish populations similar to those supported by natural reefs (Carr and Hixon, 1997). Diversity in the size of reef holes/shelters in reef substrate has been shown to be linked to diversity in fish type/size (Hixon and Beets, 1989). One study of a 30+ year old artificial reef used a high-frequency multibeam echosounder to assess reef structure and found the reef to be in excellent condition (Manoukian et al. 2011); this demonstrates potential long-term success and innovative methods for mapping reef structural complexity.

As the subrecipient, Hernando County recognizes the need to thoroughly plan the expansion of the artificial reef program. This planning and design phase (Phase I) of the Artificial Reef Program will carefully plan artificial reefs that are strategically placed to enhance the marine environment and to design reefs that are both stable and durable, and constructed of materials that provide long life expectancies such as engineered reef modules. The



Photographs of shallow reef ball array (site B) taken within eight months of deployment (Spring 2018).  
Top Right: Mangrove snapper and juvenile gag grouper. Top Left and Bottom: gag grouper

site screenings, site evaluations, and site selection will be completed for the purpose of maximizing the recreational and ecological benefits of the reef sites, and to also reduce potential for any environmental impacts, harm to fisheries, or impacts to navigation.

Habitat created by artificial reefs is anticipated to provide numerous environmental benefits including: 1) the creation of transitional hard bottom habitat between the offshore zone and estuaries; 2) creation of essential fish habitat (EFH) that will increase fish diversity; 3) substrate supporting encrusting and colonial benthic organisms such as sponges and corals; and 4) niche space for small marine invertebrates. Hernando County's Artificial Reef Program is consistent with Goals 1, 3, and 5 of the Gulf Coast Ecosystem Restoration Council's Comprehensive Plan (2016), and is consistent with the marine habitat enhancement goals identified within the County's Strategic Marine Area Plan (Barshel et al 2018) and the goals outlined in FFWCC's Artificial Reef Strategic Plan (2003).

#### **Risks and Uncertainties**

No significant risks or uncertainties are identified for this phase of the Artificial Reef Program which focuses on planning and permitting of artificial reefs. Hernando County staff have experience with both the

permitting and deployment of artificial reefs having completed artificial reef projects within the past four years. Hernando County will ensure proper site selection thorough spatial planning utilizing the latest aerial and satellite imagery and benthic habitat maps. Design plans will ensure the use of materials that have long life expectancies, are stable, and stay in place during heavy seas and tropical systems. Permitting and regulatory constraints will concerns such as marine habitat resources, navigation clearance, spatial boundaries with channels, potential historic resources, and regulatory boundaries. The collection of site evaluation data will be carefully planned and executed to be used in project permitting, but also to provide adequate baseline data for success criteria.

In the event one of the artificial reefs does not meet permitting requirements or permitting requirements are too complex, an alternative site may be selected from the 15 sites that were included on the evaluation process. Permits would then be applied for the alternative site.

Hernando County has extensive artificial reef experience, dating back to the late 80's, with several reef locations in the Gulf, a long history of artificial reef monitoring, and experience with a variety of substrates (bridge spans, culvers, Lindberg cubes, reef balls, among others). Therefore, Hernando County has demonstrated the technical expertise in risks of different substrates and in the evaluation of reef mapping equipment.

## Leveraged funds

Hernando County has invested funds for staff and equipment to manage the Artificial Reef Program and also other marine habitat enhancement projects identified within the SEP. These resources have been utilized to design, permit, and deploy four artificial reefs within the past two years. The County has also invested in GIS software and bathymetric equipment needed for site planning and evaluations. Other equipment resources include recently upgraded vessels and scuba equipment that are maintained through the County's Waterways and Aquatics Departments. As an effort to help plan artificial reef projects and monitoring of the reef systems, the County also invested in the development of science based marine resource plan (Barshel et al 2018). This plan was developed over a two year period through a series of public workshops with technical guidance and input provided by a team of scientists with backgrounds in marine fisheries, aquaculture and oyster reef ecology, seagrass and hard bottom ecology, and marine resource management. RESTORE funds will be used to build upon the investments already in place to fully implement the Artificial Reef Program, including monitoring and management.

Although funds are allocated for County staff and resources to manage design and permitting, no external co-funding is identified for this first phase. Upon completion of this first phase, grant funding will be solicited from Florida's artificial reef program administered by FFWCC for one or two of the permitted reef systems on an annual basis. Additionally, the County will work with non-profits such as Coastal Conservation Association Florida (CCAFL) to develop funding partnerships for implementation of the permitted reef systems. The County has partnered with CCAFL and other local non-profits to help fund recent artificial reef deployments. Given the level of support from the local community it is anticipated that these local fundraisers will continue to provide a source of funding for implementation of the artificial reefs.

## Metrics

This phase of the Artificial Reef Program will focus on the design and permitting of multiple artificial reefs, including site assessments and site selection. No construction is planned for this phase. Baseline monitoring will be completed, and a post implementation monitoring plan will be written to address how success metrics will be monitored to evaluation the project success. The metrics selected for this phase of the project (Phase I) are the following:

1. PRM011 - Restoration planning/design/permitting - # E&D plans developed
2. PRM013 - Restoration planning/design/permitting - # of environmental compliance documents
3. PRM005 - Number of Monitoring Plans Developed
4. PRM006 - Number of Sites Monitored

These four metrics correspond to the milestone types Planning, Scientific Monitoring and Metrics, Engineering and Design, and Environmental Compliance listed in the Milestone section. The monitoring strategy and methodology for each metric and their measures is provided within both the Observational Plan and Data Management Plan.

1. PRM011 - Restoration planning/design/permitting - # E&D plans developed
  - Measure I. Benthic Habitat Map Inventory
  - Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry
  - Measure III. Sediment Analyses
  - Measure IV. Underwater Videos and Photos
  - Measure V. Magnetometer Surveys
  - Measure VI. Conceptual Design Plans
  - Measure VII. Workshop Documentation
  - Measure VIII. 60% and Final Design Plans
2. PRM013 - Restoration planning/design/permitting - # of compliance documents
  - Measure IX. Permitting

3. PRM005 - Number of Monitoring Plans Developed  
Measure X. Baseline Monitoring Plans
4. PRM006 – Number of Sites Monitored  
Measure XI. Data Collected at Reef Sites and Reference Sites and Results

### **Environmental Compliance**

As the subrecipient, Hernando County staff have experience with permitting of artificial reefs having successfully permitted and deployed four artificial reefs since 2016. Although the permitting services will be contracted out to qualified consultant, County staff will provide oversight of the permitting and participate in all permitting meetings. See attached environmental compliance checklist. Upon completion of the project permitting all items listed within the environmental compliance checklist will be addressed through both the permitting agencies and consultations. In addition, Hernando County will submit the project to the Florida Clearinghouse to address any on the federal compliance items not addressed during permitting.

### **Literature Cited**

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Barshel, A, Sanders, A. , Pistole, E., Ankerson T.T., Allen, M., Hall-Scharf, B., and Kolasa, K. 2018. Strategic Area Plan for Hernando County. University of Florida, Levin College of Law, Conservation Clinic, Gainesville, FL.

Carr, M.H. and Hixon, M.A., 1997. Artificial reefs: the importance of comparisons with natural reefs. Fisheries, 22(4), pp.28-33.

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National Artificial Reef Plan (as amended): Guidelines for Siting, Construction, Development, and Assessment of Artificial Reefs, United States Department of Commerce, NOAA (February 2007).

National Guidance: Best Management Practices for Preparing Vessels Intended to Create Artificial Reefs, U.S. Environmental Protection Agency, 2006

State of Florida Artificial Reef Strategic Plan, Florida Fish and Wildlife Conservation Commission (November 21, 2003). <http://myfwc.com/media/131588/FLARStrategicPlan2.pdf>.

## BUDGET NARRATIVE

### Budget Narrative – 14-1: Artificial Reef Program - E&D and Monitoring

#### 1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of \$453,807 is being requested.
- Funding will be used for the planning and permitting phase of a regional network of artificial reefs, designed to improve interconnectivity between the existing offshore artificial reefs and the nearshore marine waters that contains less structure and hard bottom habitat.
- Funds requested are for multiple artificial reefs with a minimum of 10 artificial reefs to be fully designed and completely permitted. The budget requested also includes the collection of baseline data and the development of monitoring plans focusing on the required success criteria metrics.
- Funding will also support project management, including the development of the project scope of work, financial and technical oversight, legal support, and fiscal services.
- Although no co-funding is identified for this phase, the County plans to solicit co-funding for the implementation phase, once permits are obtained. Grants will be sought from Florida Artificial Reef Program administered by FFWCC, and from non-profits organization such as the Coastal Conservation Association and local non-profits. It should also be noted that Hernando County has invested funds in staff time allocated to planning this project through collecting existing benthic maps and various geospatial data, and completing preliminary site investigations.

<b>TOTAL PROJECT OR PROGRAM FUNDS REQUESTED</b>	<b>\$ 453,807</b>
<i>Total Pre-Award Funds Requested</i>	<b>\$ 6,600</b>
<i>Total Direct Costs Requested</i>	<b>\$ 453,807</b>
<i>Total Allowable Indirect Costs Requested</i>	<b>\$ 0</b>
<i>Total Program Income Anticipated</i>	<b>\$</b>

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

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

<b>TOTAL PRE-AWARD FUNDS REQUESTED</b>	<b>\$6,600</b>
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#### 3.0 BUDGET OBJECT CLASSES APPLICABLE TO ALL PROJECTS AND PROGRAMS – DIRECT COSTS

##### 3.1 PERSONNEL

See sub-recipient section 3.8.

### 3.2 FRINGE BENEFITS

### 3.3 TRAVEL

No reimbursement for travel is being requested.

### 3.4 CONSTRUCTION and LAND ACQUISITION

This project phase does not include any construction services. Deployment of the artificial reefs will take place during the second phase after permits are obtained and baseline data collection is underway.

### 3.5 EQUIPMENT

No equipment is expected to be purchased. The County has the appropriate vehicles, boats, computers, and software needed to coordinate project management and project oversight.

### 3.6 SUPPLIES

No reimbursement for supplies is being requested.

### 3.7 OTHER DIRECT COSTS

No other direct costs will be applied for.

### 3.8 SUBRECIPIENTS

1. *Name of Subrecipient*—Hernando County
2. *Method of Selection*—The Gulf Consortium established each of Florida's 23 Gulf Coast Counties as SEP project subrecipients; this includes Hernando County, as reflected in the SEP.
3. *Period of Performance*—2/10/2020 – 12/01/2023
4. *Scope of Work*—Hernando County will oversee the procurement of consultant services and oversee all tasks to be completed by the consultant, providing both technical oversight and compliance with the ODP and DMP. The County will include the requirements of both the ODP and DMP within the procurement documents for solicitation of Consultant services. The County Project Manager (PM) will assist with the selection of reef sites, planning of and participation in the public workshops, and will participate in all permitting meetings. The County PM will assist with the development of monitoring plans and provide QAAC of the baseline data collection. The Scope of Work is provided in the Project Narrative section and provides the lists of tasks and deliverables to be completed by the Consultant.
5. *Method of Accountability*—The Gulf Consortium will be responsible for monitoring the County's performance to ensure both technical and financial accountability. Twice-annual performance and financial reports will be submitted to Gulf Consortium. Procurement of the consultant(s) for will be reviewed by the Gulf Consortium for compliance with 2 CFR 200. d
6. *Itemized Budget and Justification*—The budget for Hernando County includes funds for Consultant services (Contractual), personnel and fringe (County Project Manager), and the 10% De Minimis.

Organization	Description	Amount	Pre-Award Costs?
Hernando County	Subgrant to complete all planning and permitting of a minimum of 10 artificial reef sites		<input type="checkbox"/>
	Contractual – Consultant Services (Personnel; Consultant Travel, Lodging, Meals, Vehicles, Boats) Contract for Site Evaluations and Selection, Design, Permitting, and Baseline Monitoring	\$316,700	<input type="checkbox"/>
	County Personnel Project Manager	\$39,478	<input type="checkbox"/>
	County Personnel Fringe Benefits	\$17,268	<input type="checkbox"/>
	Allowable Indirect Charges (10%)	\$37,345	<input type="checkbox"/>



This grant award will include personnel costs for the County Project Manager. The Manager of the Waterways and Aquatics Services Department will serve as the Project Manager (PM). Historically, artificial reef projects have been managed through staff holding this position. The current staff member has overseen the completion of five recent artificial reef deployments, as well as the monitoring of the completed projects. The Manager of the Waterways and Aquatics Services Department has both regional and local knowledge of the marine and coastal waters of Hernando County with a technical background in the mapping of seagrass and hard bottom habitats of the Nature Coast Region (Barshel *et al* 2018, Baumstark *et al* 2013, Kolasa *et al* 2011, Kolasa and Craw 2009). This staff member also has reviewed existing geospatial data and has completed preliminary field assessments to identify 30 potential artificial reef sites.

1. The Project Manager will develop the project scope of work needed for procurement of a qualified consultant, provide technical oversight, and general project coordination. He will assist the selected consultant by providing them with a library of existing geospatial data and assist the consultant with the selection and prioritization of artificial reef sites. Additional responsibilities will include the review of all data and reports submitted by the consultant to ensure QA/QC data requirements with the Observation and Data Management Plan.
2. The compensation rate for the Project Manager (hourly salary rate) and the amount of time (number of hours) are shown in Table 1 below. The rate shown is the current rate for this project management position and the same rate used for management of similar projects underway at this time. This rate is similar to those of project managers of other nearby counties.
3. The hours worked by the Project Manager will be tracked manually. A specific project code will be assigned for this project into the County's Time Tracking database. Time is entered manually on a spreadsheet and transferred by the administrative assistant into the time tracking database after review by the Department Grant Compliance Financial staff.

Other key personnel to be engaged with this project include the County Administrator who will is authorized to sign the grant application and will serve as the primary financial contact and Agency Responsible Official. Several financial staff will be responsible for overseeing the grant compliance including the Operations Assistant of Department of Public Works, the County's Grant Compliance Specialist, and the Grants Compliance Accountant with Clerk of Circuit Court and Comptroller. The services provided by these key financial staff will be included within the allowable indirect charges identified within the project budget.

Table 1. Personnel Compensation Rate

Position/Role	Duties and Responsibilities	Unit Cost	Unit	% Time (devoted to project)	Quantity	Total	Pre-Award Costs?
<b>Project Manager</b>	<i>Develop SOW, provide technical oversight, and project coordination, management. Implement DMP and ensure QA/QC of all associated data</i>	\$37.96	per hour	n/a	1040 hours	\$39,478	<input type="checkbox"/>
							<input type="checkbox"/>

## References

Barshel, A, Sanders, A. , Pistole, E., Ankerson T.T., Allen, M., Hall-Scharf, B., and Kolasa, K. 2018. Strategic Area Plan for Hernando County. University of Florida, Levin College of Law, Conservation Clinic, Gainesville, FL.

Rene Baumstark, Barnali Dixon, Paul Carlson, David Palandro, and Keith Kolasa. 2013. Alternative spatially enhanced integrative techniques for mapping seagrass in Florida's marine ecosystem, International Journal of Remote Sensing, 34:4, 1248-1264

K. Kolasa, R. Baumstark, and P. Carlson. 2011. Springs Coast Remote Sensing Pilot Project, Final Report to FFWCC, Agreement Number 09166. Southwest Florida Water Management District, Brooksville, Florida

K.Kolasa and V. Craw. 2009. Springs Coast Seagrass Mapping Project – First use of Digital Imagery. Proceedings of the ASPRS 2009 Annual Conference. Baltimore, MD. <http://www.asprs.org/Conference-Proceedings/Baltimore-2009-ASPRS-Annual-Conference-Proceedings.html>

The fringe rate calculated for the Manager of the Waterways and Aquatic Services Department who will serve as the Project Manager for this project is 43.74% which equates to \$16.60 per hour.

<u>Computation</u>	<u>Percentage</u>	<u>Annual Cost</u>
FICA (SS & Med)	\$78,957 x 7.65 %	\$ 6,040
Benefit Choice Dollars (Insurance, etc.)	\$78,957 x 16.81%	\$13,272
Workman's Compensation	\$78,957 x 1.58 %	\$ 1,248
Retirement (FRS)	\$78,957 x 8.47%	\$ 6,688
Unemployment Compensation	0.0 %	\$ 0
Paid Time Off (Cost of Leave)	\$78,957 x 9.23%	\$ 7,288

1. Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
<b>Project Manager</b>	<b>\$39,478.40</b>	<b>43.74%</b>	<b>\$17,268</b>	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**TOTAL FRINGE BENEFITS: \$17,268**

The indirect rate for this project is De Minimis indirect rate (10% of Modified Total Direct Costs (MTDC)). The MTDC for this project includes contractual costs, salary and fringe for the Project Manager for 1040 hours.

**INDIRECT, OVERHEAD OR G&A RATE: 10 %**

**BASIS: De Minimis indirect rate (10% of Modified Total Direct Costs (MTDC))**

**TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$ 37,345**

The total budgeted for Consultant services is \$316,700 to complete the task identified within the project scope of work. The budget for the Consultant services is defined in the tables below. The budget is itemized by the

estimated time per task (Table 2), and expenses including travel, meals, lodging, boat usage, vehicles, and use of equipment (Tables 3, 3a and 3b). The estimate travel cost are shown in Table 3 vary depending the type of work and equipment used. The daily rate shown for the site evaluations include the use of two vessels and equipment needed such as side scan sonar, sediment sampling equipment, underwater cameras, and scuba gear. All travel cost estimated in Table 3 are based on the estimated number of staff traveling and vehicle usage and will be invoiced following the approved per diem rates allowable under 2 CFR 200.

Table 2. Estimated Consultant Contractual Costs – Personnel

Organization	Description	Unit Cost *	Quantity or Rate	Amount	Pre-Award Costs?
<b>TBD</b>	<i>Site Evaluations, Reports, Site Selection Reports</i>	<i>\$105/hr</i>	<i>453.3 hours (3 staff)</i>	<i>\$47,600</i>	<input type="checkbox"/>
	<i>Preliminary Designs Pre-Application Documentation</i>	<i>\$140/hr</i>	<i>445.4 hours (3 staff)</i>	<i>\$62,360</i>	<input type="checkbox"/>
	<i>Public Workshop</i>	<i>\$105/hr</i>	<i>29.5 hours (3 staff)</i>	<i>\$3,100</i>	<input type="checkbox"/>
	<i>60% Design</i>	<i>\$140/hr</i>	<i>113.1 hours (3 staff)</i>	<i>\$15,840</i>	<input type="checkbox"/>
	<i>Monitoring Plans</i>	<i>\$140/hr</i>	<i>58.8 hours (2 staff)</i>	<i>\$8,240</i>	<input type="checkbox"/>
	<i>Permitting</i>	<i>\$140/hr</i>	<i>337.1 hours (4 staff)</i>	<i>\$47,200</i>	<input type="checkbox"/>
	<i>Final Plans</i>	<i>\$140/hr</i>	<i>121 hours (3 staff)</i>	<i>\$16,940</i>	<input type="checkbox"/>
	<i>Baseline Monitoring</i>	<i>\$105/hr</i>	<i>444.7 hours (2 staff)</i>	<i>\$46,700</i>	<input type="checkbox"/>

\*- Rates shown are an estimated average rate for a senior level scientist or engineer (\$140/hr); and an average rate for a staff scientist (\$105/hr).

**CONTRACTUAL - Consultant Services Personnel: \$247,980**

Table 3. Estimated Consultant Contractual Costs – Travel, lodging, meals, boats, vehicles, equipment

Organization	Description	Unit Cost	Travel, lodging, meals, boats, vehicles, equipment	Amount	Pre-Award Costs?
<b>TBD</b>	<i>Field Investigations and Reports, Site Selection Reports</i>	<i>\$2,460/day*</i>	<i>15 days</i>	<i>\$36,900</i>	<input type="checkbox"/>
	<i>Preliminary Designs Pre-Application Documentation</i>	<i>\$330/day</i>	<i>8 days</i>	<i>\$2,640</i>	<input type="checkbox"/>
	<i>Public Workshop</i>	<i>\$800/day</i>	<i>2 days</i>	<i>\$1,600</i>	<input type="checkbox"/>
	<i>60% Design</i>	<i>\$330/day</i>	<i>2 days</i>	<i>\$660</i>	<input type="checkbox"/>
	<i>Monitoring Plans</i>	<i>\$260/day</i>	<i>1 day</i>	<i>\$260</i>	<input type="checkbox"/>
	<i>Permitting</i>	<i>\$400/day</i>	<i>2 days</i>	<i>\$800</i>	<input type="checkbox"/>
	<i>Final Plans</i>	<i>\$330/day</i>	<i>2 days</i>	<i>\$660</i>	<input type="checkbox"/>
	<i>Baseline Monitoring</i>	<i>\$1,050/day**</i>	<i>24 days</i>	<i>\$25,200</i>	<input type="checkbox"/>

\*- Includes the use of two vessels, vehicles, and specialized equipment including side scan sonar, underwater cameras, scuba gear, sediment sampling equipment, and a magnetometer.

\*\* - Includes the use of one vessels, vehicles, and specialized equipment including fish sampling devices, side scan sonar, underwater cameras, scuba gear, and other equipment as determined need in the monitoring plan

CONTRACTUAL – Consultant Travel, lodging, meals, vehicles, boats:

\$68,720

Table 3a. Estimated Consultant Equipment Rates for field investigations and baseline monitoring

Organization	Description	Unit Cost	Mileage Rate	Estimated Daily Mileage	Mileage Cost Per Day
TBD	Offshore Vessel 22ft-26ft	\$500/day			
	Offshore Vessel 18ft-24ft	\$350/day			
	Truck –Tow Vehicle	\$100/day	0.575/mile *	120	\$69
	Passenger Vehicle	\$75/day	0.575/mile *	120	\$69
	Navigation/Mapping System	\$300/day			
	Side-Scan Sonar	\$400/day			
	Magnetometer	\$250/day			
	Sediment Sampler	\$20/day			
	Underwater Video Camera System	\$35/day			
	Scuba Gear – 4 sets	\$100/day			

\*- The current approval mileage rate by the State of Florida for contracted services is \$0.575/mile.

Table 3b. Estimated Daily Lodging and Meal Costs for Field Investigations and Baseline Monitoring

Organization	Description	Unit Cost	Units	Estimated Daily Total
TBD	Lodging	\$96/day *	2	\$192
	Meals and Incidentals	\$55/day *	3	\$165

\* - Based on 2020 GSA Per Diem Rates for Hernando County, Florida ([www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates))

The County will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 (current edition) and 200.317 (current edition) through 200.326 (current edition) along with Florida Statutes (current editions). All procurements will be conducted in a manner that provides full and open competition. The County will include

the requirements of both the ODP and DMP within the procurement documents for solicitation of Consultant services to ensure deliverables meet the specifications of the Gulf Consortium and Gulf Council.

The hired consultant will perform the following tasks:

- Complete site evaluations of a minimum of 15 artificial reefs identified with assistance from the County and the collection of data identified under Measures I-VI identified in the ODP
- Develop preliminary designs plans for each site, cost estimates, and hold pre-application permitting meetings
- Complete a public workshop and assist the County with prioritizing a minimum of 10 artificial reefs for implementation
- Incorporate input from both the regulatory agencies and the public (obtained from public workshops) to revise the plans and develop 60% design plans
- Complete additional revisions to the 60% design plans and incorporate the 60% design plans with the permit submittals
- Develop baseline monitoring plans and success criteria monitoring plans in conjunction with success criteria monitoring to take place during the implementation phase of the project
- Submit quarterly progress updates and attend quarterly status meetings with the County

**TOTAL SUBRECIPIENT(S):     \$410,791**

### **3.9 CONTRACTORS/CONSULTANTS**

1. *Name of Contractor*—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors providing management and legal services on this project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*— The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and The Gulf Consortium was developed in order to Leon County to serve as fiscal agent.
3. *Period of Performance*—2/10/2020 to 03/1/2024; pre-award costs authorized for The Balmoral Group and Nabors Giblin & Nickerson to work on grant application and sub-recipient agreements.
4. *Scope of Work*—the scope of work for The Balmoral Group includes: grant application preparation and submission, grant management and subrecipient monitoring, and all post-award reporting. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establish of subrecipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to subrecipients and contractual service providers.
5. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/year; 164 hours total), legal services (Nabors Giblin & Nickerson, 60 hours total), and fiscal agent services (3 basis points on total costs). Fiscal agent services are budgeted at the rate agreed to between The Gulf Consortium and Leon County of 3 basis

points of total disbursements. Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

7. NICRA—NA

Table 4. Gulf Consortium Contractual Costs

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	\$170/hr	164 hours	\$27,880	<input checked="" type="checkbox"/>
Nabors Giblin & Nickerson	Subrecipient agreements and legal services	\$250/hr	60 hours	\$15,000	<input checked="" type="checkbox"/>
Leon County Clerk	Fiscal agent services	3 basis points	% of total disbursements	\$136	<input type="checkbox"/>
					<input type="checkbox"/>

**TOTAL CONTRACTUAL:** \$43,016

#### 4.0 BUDGET OBJECT CLASSES APPLICABLE TO ALL PROJECTS AND PROGRAMS – INDIRECT COSTS

See sub-recipient indirect costs in 3.8.

<b>TOTAL OF ALLOWABLE INDIRECT COSTS</b>	<b>\$0</b>
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#### 5.0 PROGRAM INCOME

There is no program income associated with this project

<b>TOTAL PROGRAM INCOME ANTICIPATED</b>	<b>\$ 0.00</b>
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#### 6.0 CASH DRAWDOWN PROJECTIONS

Input in RAAMS

## BUDGET SUMMARY

	Amount
<b>Personnel</b>	\$0.00
Personnel	\$0.00
Fringe Benefits	\$0.00
<b>Travel</b>	\$0.00
Travel	\$0.00
<b>Construction</b>	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
<b>Equipment</b>	\$0.00
Equipment	\$0.00
<b>Supplies</b>	\$0.00
Supplies	\$0.00
<b>Other Direct Costs</b>	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
<b>Subrecipients and Contractors</b>	\$453,807.00
Subrecipient	\$410,791.00
Hernando County	\$410,791.00
Contractor	\$43,016.00
The Balmoral Group	\$27,880.00
Nabors Giblin & Nickerson	\$15,000.00
Leon County	\$136.00
<b>Total Direct Costs</b>	\$453,807.00
<b>Indirect Charges</b>	\$0.00
Indirect Charges	\$0.00
<b>Total Indirect Costs</b>	\$0.00
<b>Total GCERC Costs</b>	\$453,807.00
<b>Co-Funding</b>	\$0.00
Co-Funding	\$0.00
<b>Total Project Costs</b>	\$453,807.00
<b>Income</b>	\$0.00
Project (program) income	\$0.00

### CASH DRAWDOWN PROJECTION

From:	To:	Cash Projection:	Running Total:
02/10/2020	03/31/2020	\$6,600.00	\$6,600.000
04/01/2020	09/30/2020	\$7,761.00	\$14,361.000
10/01/2020	03/31/2021	\$116,936.00	\$131,297.000
04/01/2021	09/30/2021	\$81,450.00	\$212,747.000
10/01/2021	03/31/2022	\$42,136.00	\$254,883.000
04/01/2022	09/30/2022	\$66,930.00	\$321,813.000
10/01/2022	03/31/2023	\$43,346.00	\$365,159.000
04/01/2023	09/30/2023	\$44,325.00	\$409,484.000
10/01/2023	03/01/2024	\$44,323.00	\$453,807.000

<b>Projection Sum:</b>	\$453,807.00
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Cash drawdown projections will be updated with each semi-annual financial report.



### MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Grants Management and Oversight	Project Oversight and Grants Management	Gulf Consortium Management will prepare grant applications, provide project oversight, QA/QC, provide financial and performance reports. Gulf Consortium legal counsel will develop subrecipient agreements, review procurements and contracts and provide other legal services as needed. Leon County will provide fiscal agent services.	02/10/2020	03/01/2024	\$43,016.00	Yes
Grants Management and Oversight	Project Oversight and Grants Management	Hernando County will assign a project manager to provide technical oversight and general project coordination; a grants manager will also be assigned to provide budgetary and other administrative oversight. See section 3.1 of the budget narrative for more information. Hernando County will work with Contracting Party assist and prioritize artificial reef sites. The County will review all contracted materials to ensure quality of findings, review scientific monitoring activities and reports, review designs, permits, and provide all reports and associated raw data to the Council per the Data Management Plan.	02/10/2020	08/01/2023	\$57,619.00	No
Develop Scope of Work	Planning	Hernando County will prepare a scope of work, including in-house staff duties, roles and responsibilities, etc.; description of work to be contracted, and mechanisms for oversight/review of contracted work. County staff will prepare procurement documents, and associated contracts for services. See section 1.6 of the project narrative for more information.	02/10/2020	06/30/2020	\$4,802.00	Yes
Site Evaluations and Selection	Scientific Monitoring and Metrics	Hernando County has reviewed existing geospatial data and has identified 30 potential artificial reef sites. The County will work with Contracting Party to review each of these sites and prioritize a minimum of 15 reef sites for full site evaluations. The Contracting Party will collect data needed to design a constructible and permissible project, process the data, and prepare the Data Collection	07/01/2020	03/30/2021	\$92,950.00	Yes

		Summary Reports. See section 1.2 of the project narrative for more details on information to be collected and summarized.				
Preliminary Design Plans	Engineering and Design	The Contracting Party will utilize the collected data during the site evaluations to select 10 final sites. Individual reef objectives and conceptual design plans. The conceptual design phase will provide details and specification of the materials selected. Design plans will include cross-sections, material layouts, location of video transects and sediment samples, buffer zones to live substrate, and other details needed for permitting. All information will be submitted to Hernando County for review and approval. Cost estimates will be provided for both materials costs and deployment. The preliminary plans will be revised to incorporate public comment obtained from the public workshop	12/01/2020	06/30/2021	\$71,500.00	Yes
Public Workshop	Other	Hernando County will host a public meeting following the appropriate notification processes and document the number attendees, input provided, and summarize recommendations.	06/01/2021	08/30/2021	\$5,170.00	Yes
60% Design Plans	Engineering and Design	Upon completion of the Public Workshop and Pre-Application meeting the Contracting Party will make revisions to the preliminary design plans and work with the County to complete 60% design plans. 60% plans will be submitted with the permit applications, and revised if needed based on regulatory feedback.	09/01/2021	09/30/2022	\$18,150.00	Yes
Permitting	Environmental Compliance	The Contracting Party will develop the necessary permit information needed for permitting and will hold pre-application meetings with FDEP, USACE, and NOAA Fisheries (if applicable). For inshore reefs in shallow water the Contracting Party will seek consultation with FFWCC Waterways division to obtain a letter of "no objection" regarding any impacts to boating. The Contracting Party will also consult with the Florida Division of Historical Resources to obtain a letter of "no objection". The Contracting Party will prepare a permitting timeline based on the results of the pre-application meeting, and will	09/15/2021	09/30/2022	\$52,800.00	Yes

		submit all permit applications. The Contracting Party will revise the design plans if necessary based on the RAI's and feedback received from the regulatory agencies. The permitting schedule will be revised if needed. The Contracting Party will be responsible for ensuring all permits are obtained.				
Monitoring Plan	Scientific Monitoring and Metrics	The Contracting Party will develop a monitoring plan identifying baseline data collection, the primary and secondary success criteria metrics for post implementation, reference sites representative of each reef type, monitoring frequency and duration, and cost estimates.	09/15/2021	09/30/2022	\$9,350.00	Yes
Final Design Plans	Engineering and Design	Feedback from regulatory agencies received during the permitting will be used to revise the 60% plans if needed to complete the Final Design Plans. Final Design Plans will be completed for bid specifications needed for the implementation phase. Detailed cost estimates will be provided of the both the materials and implementation. Specification will include estimates of weight of the materials and deployment methods and plans.	01/01/2022	12/30/2022	\$19,360.00	Yes
Baseline Data Collection	Scientific Monitoring and Metrics	The Contracting Party will also complete the collection of baseline data at the 10 reef sites and associated reference sites.	04/01/2022	12/01/2023	\$79,090.00	Yes

## APPROVED METRICS

<b>Template Name:</b>	Planning, Research, Monitoring
<b>Metric Name:</b>	PRM005 - Monitoring - # monitoring programs - plans developed

<b>Baseline</b>	0.00
<b>Current</b>	0.00
<b>Completion</b>	1.00

<b>Notes:</b>	
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<b>Template Name:</b>	Planning, Research, Monitoring
<b>Metric Name:</b>	PRM011 - Restoration planning/design/permitting - # E&D plans developed

<b>Baseline</b>	0.00
<b>Current</b>	0.00
<b>Completion</b>	10.00

<b>Notes:</b>	
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<b>Template Name:</b>	Planning, Research, Monitoring
<b>Metric Name:</b>	PRM013 - Restoration planning/design/permitting - # environmental compliance documents completed

<b>Baseline</b>	0.00
<b>Current</b>	0.00
<b>Completion</b>	10.00

<b>Notes:</b>	
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<b>Template Name:</b>	Planning, Research, Monitoring
<b>Metric Name:</b>	PRM006 - Monitoring - # streams/sites being monitored

<b>Baseline</b>	0.00
<b>Current</b>	0.00
<b>Completion</b>	13.00

<b>Notes:</b>	
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## OBSERVATIONAL DATA PLAN

### Observational Data Plan

#### Project Information

Project name:

14-1: Artificial Reef Program - E&D and Monitoring

Agency:

Gulf Consortium and subrecipient (Hernando County)

Project phase (planning/implementation):

Planning

Project phase(s) to which this ODP pertains:

Planning

Project ODP point(s) of contact:

Gulf Consortium: Dan Dourte, ddourte@balmoralgroup.us, 407-627-2185 ext 113; 165 Lincoln Ave, Winter Park, FL 32789

Subrecipient: Hernando County - Keith Kolasa - KKolasa@co.hernando.fl.us

Expected observational data collection start and end dates:

2/10/2020 to 12/1/2023; dates may be revised based on the grant award date and procurement of contractor.

Short description of the project location:

Artificial reefs will be properly planned within the marine and coastal waters of Hernando County extending within the nearshore waters out to a distance of 50 nm (Figure 1). The approximate latitude of the northern boundary and southern boundary of Hernando County are 28 ° 42' 0.00 N' and 28 ° 26' 0.00 N', respectively (Figure 1).

Short description of the overall project construction features

This phase of the project focuses on planning and permitting. No construction will occur during the course of this funding cycle. Both the County staff and its Consultant will plan and design fully environmentally compliant artificial reef projects

Consistency with Local or Regional Planning/Monitoring Efforts

This project is consistent with the objectives and goals outlined within the County's Strategic Marine Area Plan (Barshel *et al.* 2018) and also marine resource protection element of the Hernando County Comprehensive Plan. The project is also consistent the goals outlined in FFWCC's Artificial Reef Strategic Plan (2003) and the guidelines developed the National Oceanic and Atmospheric Administration (NOAA) (2007). Materials selection will follow guidelines outlined by the Atlantic and Gulf States Marine Fisheries Commissions (2003) and Lindberg

et al. 2011. Planning efforts will be coordinated with FFWCC Artificial Reef Program and also the artificial reef coordinators with Citrus County and Pasco County

#### Overall project goals and objectives:

As the subrecipient, Hernando County will complete planning, design, and permitting for its regional artificial reef program, starting with a thorough evaluation of 15 prospective sites identified by the County. Upon the completion of the evaluations of the 15 prospective sites, 10 sites will be prioritized for full design and permitting. Once these planning activities are completed, the County and its stakeholders will have a full understanding of the regional reef plan which will include a diverse group of artificial reef types incorporating a broad range of materials. Project planning will include the development of monitoring plans of the required success metrics which will include both recreational and environmental benefits.

#### Specific goals and objectives:

- Map Inventory, Field Surveys, and Investigations needed for Permitting
- Conceptual Design Plans, Materials Selection, Cost Estimates, Permitting Pre-Application Meetings and Documentation, Identification of Permits needed per site, Permitting Timeline, Public Workshop, Final Design and Permitting, Monitoring Plan, and Baseline Data Collection

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

Metrics to be reported:

1. PRM011 - Restoration planning/design/permitting - # E&D plans developed
2. PRM013 - Restoration planning/design/permitting - # of environmental compliance documents
3. PRM005 - Number of Monitoring Plans Developed
4. PRM006 – Number of Sites Monitored

Success criteria for Metric 1 PRM011 (# of E&D plans developed) - 10 Plans for final reef sites (Measures I-VIII)

Measure I: Benthic Habitat Map Inventory

*Success criteria: Both digital and hard copies of maps produced for each of the prospective 15 reef sites and surrounding buffer area.*

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry – 15 Sites

*Success criteria: Both digital and hard copies of high resolution bathymetric maps of each of the proposed 15 reef sites as needed to document the substrate type. A minimum 1000 ft buffer will be mapped around each of the proposed reef sites.*

Measure III. Sediment Analyses -15 Sites

*Success criteria: Collection of sediment cores and analyses report*

Measure IV. Underwater Videos and Photos – 15 Sites

*Success criteria: Collection of videos and photos taken along directional transects to document substrate type. Digital and hard copies submitted for each of the prospective 15 reef sites.*

Measure V. Magnetometer Surveys – 15 Sites

*Success criteria: Collection of magnetometer surveys and completed summary reports for each of the 15 prospective reef sites. This survey may or may not be needed for each site.*

Measure VI: Conceptual Design Plans – 15 Sites

*Success criteria: Development of Draft Conceptual Plans utilizing data completed in Measures I, II, III, IV, and V. Conceptual plans will be used to determine permit requirements and constraints and the overall project implementation timeline to include a permitting schedule.*

Measure VII: Workshop Documentation

*Success criteria: Noticing records and minutes from public workshop. Public comments received and summary of consensus on reef designs and suggestions for changes. Ranking of reef projects to be used for prioritizing and selecting 10 sites.*

Measure VIII: 60% and Final Design Plans - 10 Sites

*Success criteria: Design Plans as both 60% and 100% Plans for the final 10 Sites selected for implementation. Public comment from Measure VII and comments received from regulatory agencies (Measure IX below) will be used to revise the Conceptual Design Plans to complete the 60% and Final Design Plans.*

Success criteria for Metric 2 PRM013 (# of Compliance Documents): Two Compliance Documents

Measure IX: Count of Compliance Documents

*Success criteria:*

- 1. Documentation from Pre-App meetings with Army Corps of Engineers Permit applications and Florida Department of Environmental Protection to include meeting notes and correspondence with permitting agencies.*
- 2. Permit applications and Responses for Additional Information (RAI's)*
- 3. Approved Permits*

Success criteria for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Monitoring Plans to include baseline conditions monitoring prior to project implementation and and plans developed to measure success metrics after project implementation.

*Success criteria:*

- 1. Completed Baseline Monitoring Plan including schedule and cost estimates.*
- 2. Completed Monitoring Plans developed to measure success metrics*

Success criteria for Metric 4 PRM006 (# of Sites Monitored - Baseline Conditions):

Measure XI: Baseline monitoring of 10 reefs selected for implementation and associated reference sites.

*Success criteria: Data sets, tabular summaries, and narrative report describing baseline conditions and conditions observed at reference reefs. Narrative to include comparison between reef sites and reference sites.*

### **Identification and Discussion of the Reference Sites/Conditions**

Reference sites will be identified within the monitoring plan (Metrics 3 and 4) above with reference sites developed for each artificial reef type. Reef types will be defined during the development of the conceptual plans with the type categories to include materials, distance from shore, site depth, and primary use objectives.

### **Baseline Condition Sampling/Data Mining Plans**

Baseline conditions will be documented through the data collection needed for the artificial design and permitting/environmental compliance as defined in Measure I-V. Prior to any data collection, an initial screening of the artificial sites will be conducted through data mining of existing benthic coverage maps and aerial imagery (Measure I) available from state agencies including the SWFWMD and FFWCC. Once the sites are screened, data needs identified in Measures II-V will be collected at each prospective reef sites. These data combined with the data obtained from data mining will be utilized to help characterize the baseline conditions of the reef site and surrounding area. Emphasis will be placed on designing reefs that enhance habitat regionally, taking into consideration the proximity of existing benthic habitats, but also considering improving connectivity between offshore and nearshore marine environments.

Baseline plan for Metric 1 PRM011 (# of E&D plans developed):

#### **Measure I. Benthic Habitat Map Inventory**

*Baseline benthic coverage maps produced for each proposed reef site (15 total) using existing benthic coverage maps, aerial imagery, and geospatial data. Data sources includes seagrass maps and imagery available from the SWFWMD and various benthic layers available from FFWCC at:*

[https://data-swfwmd.opendata.arcgis.com/datasets?group\\_ids=d9a4213eb9ea4713bb710e03bdcc6648](https://data-swfwmd.opendata.arcgis.com/datasets?group_ids=d9a4213eb9ea4713bb710e03bdcc6648)

<http://geodata.myfwc.com/datasets?t=Marine%20Ecosystems>

#### **Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry - 15 Sites**

*Baseline high resolution bathymetric maps of each of the proposed 15 reef sites to be completed during planning stage.*

#### **Measure III. Sediment Analyses - 15 Sites**

*Sediment characterization to be completed to both document suitable sediment conditions (sediment depth, sediment type) for site stability and to document baseline conditions prior to deployment of reef material.*

#### **Measure IV. Underwater Videos and Photos – 15 Sites**

*Documentation of baseline bottom substrate type and characteristics provided through video and photos collected during the growing season (late spring, summer, early fall.)*

#### **Measure V. Magnetometer Surveys – 15 Sites**

*Magnetometer surveys to document absence of historical resources if deemed a requirement by permitting agencies.*

#### **Measure VI: Conceptual Design Plans – 15 Sites**

*Draft conceptual design plans specifying deployment layout, materials specification including weight and size specifications, cost estimates, and permitting schedule.*

#### **Measure VII: Workshop documentation**

*Baseline information on public input, general project consensus, and consensus on desired reef types.*



Measure VIII: 60% and Final Design Plans – 10 Sites

*Final Design Plans depicting detailed layout of materials, material costs, and deployment costs.*

Baseline plan for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: Permitting requirements defined through the pre-application permitting process will be used to determine the permitting time constraints, and realistic project schedules.

*This information will be used to identify which projects can be permitted through more streamlined permitting such as the USACE Nationwide Permit and distinguish those which will require more complex permitting such as DEP's ERP. These determinations will be used to adjust the project schedule for each artificial reef.*

Baseline plan for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Monitoring Plans developed to collect baseline data of the primary success metrics to evaluate the effectiveness of the artificial reefs after they are deployed.

*These monitoring plans will determine which additional measures will be needed beyond Measures I-V, such as recreational usage, fish populations, and benthic substrate; as well as, to establish reference sites.*

Baseline plan for Metric 4 PRM006 (# of Sites Monitored – Baseline Conditions):

Measure XI: Results of Baseline Monitoring of 10 reef sites and associated reference sites.

*It is anticipated baseline data will be collected for fish populations and recreational usage to establish baseline data sets to be used for measuring project success.*

### **Potential Corrective Actions**

Corrective Actions for Metric 1 PRM011(# of E&D plans developed) :

Measure I. Benthic Habitat Map Inventory

*Analyses and reports must be completed to meet success criteria*

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

*Must be completed to meet success criteria*

Measure III. Sediment Analyses

*Sediment characterization and depth needed to meet success criteria*

Measure IV. Underwater Videos and Photos

*Must be completed to meet success criteria*

Measure V. Magnetometer Surveys

*May not be required to meet success criteria. Will be completed if recommended by permitting agencies; however, has not been requested in the past for prior artificial reefs constructed within Hernando County reefs.*

Measure VI. Conceptual Design Plans

*Plans must be completed to meet success criteria*

Measure VII. Workshop Documentation

*Must be completed to meet success criteria*

Measure VIII. 60% and Final Design Plans

*Must be completed to meet success criteria*

Corrective Actions for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

*Must be completed to meet success criteria*

Corrective Actions for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

*Baseline Monitoring plans must be completed to meet success criteria of the implementation phase of this project, but is not a critical success criteria for this planning stage. Baseline monitoring is needed to measure the success of the reef deployments*

Corrective Actions for Metric 4 PRM006 (# of Sites Monitored - Baseline Conditions):

Measure XI: Baseline monitoring of 10 reefs selected for implementation and associated reference sites.

*Baseline Monitoring will be completed of each of the 10 reefs sites to establish a pre-implementation baseline to be used to evaluate success criteria. Although this phase is not critical for the planning phase it is needed for the implementation phase.*

### **Observational Data Collection**

Plan for Metric 1 PRM011(# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

Purpose:

To summarize existing benthic coverage maps and aerial imagery to determine the boundaries of the artificial reef and required buffers to seagrass and hard bottom habitats. To provide geospatial information needed to for regional approach of the reefs, including required buffers to seagrass or hard bottom, and linkages to other existing and planned artificial reefs, including those of adjacent counties.

Methods:

Geospatial data compiled by each site as shapefiles and summary geodatabase with ArcGIS

Schedule/Timing and Frequency:

1 inventory per site (15 total sites) completed within 6 months from issuance of Notice to Proceed (NTP) with consultant (Contractual Services).

Sample Size:

15 total with - 1 inventory completed for each of the 15 proposed sites.

Site Locations:

See attached map (Figure 2) of potential sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

Completed maps and GIS deliverables will include source metadata. Maps will be shown to scale and clearly labeled.

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

Purpose:

To map bottom substrate composition within the proposed reef sites and surrounding buffer zone providing high resolution images and geospatial data to be used in the planning of the reef layout design, and to document required buffer zones for environmental compliance.

Methods:

The methods and equipment to be used is TBD upon the County's procurement process of a qualified consultant (expected within 1 year from award date).

Schedule/Timing and Frequency:

1 inventory per site (15 total sites) completed within 8 months from issuance of NTP with Consultant (Contractual services).

Sample Size:

15 total with - 1 inventory completed for each of the 15 proposed sites. The size of area surveyed will be dependent upon the size of reef deployment site. A minimum survey area of 5 acres will be established for the smallest reef sites.

Site Locations:

See attached map (Figure 2) of previously identified potential artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

The methods and equipment to be used is TBD upon the County's procurement process of a qualified consultant (expected within 1 year from award date).

Measure III. Sediment Analyses

Purpose:

To characterize the sediment at each propose reef site including sediment type, grain size, and depth. The information will be used to access the potential for settling of the deployed structures and scour rates. Ideally, sand sediments with a minimum depth of 4 inches is preferred for reef deployments. Muck sediments or clay sediments are not preferred.

Methods:

Sediment samples for sieve analyses will be collected with a ponar grab sampler or similar device. Sediment depth will be measured by divers using probes. Standard sieve analyses will be completed to determine the grain size distribution of the sediments at each proposed reef site, and the depth of sediments. Further refinement of the methods may occur upon County contracting a qualified consultant. Samples will be collected within 8 months from issuance of notice to proceed with Consultant.

Schedule/Timing and Frequency:

1 inventory per site (15 total sites) completed within 8 months from issuance of funding.

Sample Size:

A minimum of 2 samples will be collected at each of the proposed 15 reef sites with a minimum of 30 samples. Additional samples may be determined to be needed upon the County contracting a qualified consultant.

Site Locations:

See attached map (Figure 2) of the potential artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

Methods will follow Florida state DEP laboratory Standard Operating Procedures, and/or applicable Environmental Protection Agency (EPA) guidelines.

Measure IV. Underwater Videos and Photos

Purpose:

To document the substrate type within the proposed artificial reef site and surrounding compliance buffers.

Methods:

Digital video will be collected along appropriately positioned transects with both the direction and distance recorded. Digital photos will be collected at the beginning and end of each transect and at key locations (reef center and corners). All pictures will be date and time stamped. Both video and photos will be collected during the late spring through summer during the growing season.

Schedule/Timing and Frequency:

A minimum of 30 video transects (2 transects for each of the 15 sites) within 8 months from issuance of notice to proceed with Consultant. A minimum of 135 photos (9 per reef sites); however the number of photos will not be limited.

Sample Size:

30 transect videos, 135 digital photos

Site Locations:

See attached map (Figure 2) of the proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

Video and Photos will be clearly labeled per site and site location. All photos will be date and time-stamped.

Measure V. Magnetometer Surveys

Purpose:

A magnetometer survey may be a requirement of permitting agencies or Florida Division of Historical Resource to document the absence of cultural resources within the artificial reef site. Verification of the need for this survey will be determined within the development of a contract for Consultant services which will take place within 6 months of the funding award.

Methods:

TBD within 12 months after receiving funding

Schedule/Timing and Frequency:

TBD within 12 months after receiving funding

Sample Size:

TBD - potentially 15 total with potentially 1 survey completed for each of the 15 proposed sites.

Site Locations:

See attached map (Figure 2) of proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

TBD (expected QA/QC methods within 1 year from award date)

Measure VI. Conceptual Design Plans

Purpose:

To define specific artificial reef objectives and complete artificial reef design plans that incorporate the individual site conditions and location, the selection materials that meet stability performance but also maximizes habitat quality, and placement that provides regional ecological benefits.

Methods:

The methods will follow the objectives outlined within the County's Strategic Marine Area Plan (Barshel *et al.* 2018) and will be consistent with goals and objectives outlined in FFWCC's Artificial Reef Strategic Plan (2003). Materials selection will follow guidelines outlined by the Atlantic and Gulf States Marine Fisheries Commissions (2004), National Reef Plan (2007), and Lindberg *et al.* 2011). Design plans will be submitted as both GIS shapefile and AutoCAD drawings.

Schedule/Timing and Frequency:

1 design plan per site (15 total sites) completed within 18 months from issuance of NTP with Consultant.

Sample Size:

15 total with - 1 plan completed for each of the 15 proposed sites.

Site Locations:

See attached map (Figure 2) of proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

ArcGIS deliverables will include all required metadata and will be correctly georeferenced, and provided in the correct coordinate system. All GIS and AutoCAD drawings will be shown to scale and clearly labeled. All AutoCAD drawings will be provided using the same coordinate system as the ArcGIS deliverables and easily interchangeable between the two systems. File format will be ArcGIS Version 10.3.1 and AutoCAD 2017.

Measure VII. Public Workshop Documentation

Purpose:

To document public input and suggestions on the reef designs and likes/dislikes and to document stakeholders input on final selection and prioritization of reef sites.

Methods:

Public meetings will be noticed and advertised following Florida Statutes and Sunshine Law procedures.

Schedule/Timing and Frequency:

A minimum of 1 public meetings completed within the first 16 months of the NTP with the Consultant

Sample Size:

One

Site Locations:

Meeting Locations TBD – Likely to be held in Hernando Beach coastal community, or at the County Board of County Commissioners Chamber.

Quality Assurance and Quality Control:

Meeting notifications will be noticed and published through the County's legal department, and recorded by the County Clerk of Circuit Court

Measure VIII. 60% and Final Design Plans

Purpose:

To revise plans incorporating input and suggestions from stakeholders attending public workshops and meetings.

Methods:

Plans completed using both ArcGIS and AutoCAD.

Schedule/Timing and Frequency:

1 plan per site (10 total sites for final selection) completed within 18 months from issuance of funding.

Sample Size:

10 total with 1 final design plan completed for each of the 10 prioritized/selected sites.

Site Locations:

See attached map (Figure 2) of the proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

ArcGIS deliverables will include all required metadata and will be correctly georeferenced, provided in the correct coordinate system. All GIS and AutoCAD drawings will be shown to scale and clearly labeled. All AutoCAD drawings will be provided using the same coordinate system as the ArcGIS deliverables and easily interchangeable between the two systems. File format will be the latest version of ArcGIS and AutoCAD that the County is using. GIS deliverables will include all standard metadata and geodatabases.

Plan for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

Purpose:

To determine specific environmental compliance requirements of each proposed reef site and type of federal and state permits needed and application costs. To develop a permitting schedule based on required criteria and determine potential additional information requests. To obtain feedback from regulatory agencies and determine if design plans need revisions to meet permitting criteria.

Methods:

Pre-Application meetings and correspondence with UASCE, FDEP, FWCC, USCG, and NOAA Fisheries

Schedule/Timing and Frequency:

Minimum of one meeting with each agency listed above and documented correspondence.

Sample Size:

5 – Each of agencies listed above will be consulted during the pre-application permitting process.

Site Locations:

See attached map (Figure 2) of potential reef sites within the marine waters offshore of Hernando County. 15 sites will be selected.

Quality Assurance and Quality Control:

Meeting summaries and documentation and correspondence records.

Plan for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Purpose:

To determine reef deployment success criteria, baseline data needs, data collection methodology, data analyses, and costs.

Methods:

TBD - (expected within 1 year from award date)

Schedule/Timing and Frequency:

TBD - (expected within 1 year from award date)

Sample Size:

TBD - (expected within 1 year from award date)

Site Locations:

See attached map (Figure 2) of potential artificial reef sites within the marine waters offshore of Hernando County. 10 of these sites will be selected for implementation and therefore monitoring, plus reference sites for comparisons.

Quality Assurance and Quality Control:

Reviews of the monitoring plan both internally and externally.

Plan for Metric 4 PRM006 (# of Sites Monitoring):

Measure X: Baseline Monitoring

Purpose:

To collect baseline data of the reef sites and reference sites prior to the project implementation to be used for a pre and post evaluation of success criteria.

Methods:

TBD - (expected within 1 year from award date)

Schedule/Timing and Frequency:

Frequency of Monitoring will be quarterly for a minimum of one year.

Sample Size:

TBD - (expected within 1 year from award date)

Site Locations:

See attached map (Figure 2) of potential artificial reef sites within the marine waters offshore of Hernando County. 10 of these sites will be selected for implementation and therefore monitoring, plus reference sites for comparisons.



Quality Assurance and Quality Control:

Reviews of monitoring equipment, data being collected, data summaries and analyses, and narrative reports. Review of statistical analyses.

#### **Anticipated Statistical Analysis**

Analysis for Metric 1 PRM011 (# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

N/A to this planning project

Measure II. Side Scan Sonar and/or 3D Multi-beam Bathymetry

Data will be processed and interpreted with the appropriate software depending the equipment selected

Measure III. Sediment Analyses

Standard sieve analyses will be used to determine the grain size distribution of the sediments at each proposed reef site. Data will be summarized using Excel and summarized in tabular

Measure IV. Underwater Videos and Photos

N/A to this planning project

Measure V. Magnetometer Surveys

Data will be processed and interpreted with the appropriate software depending the equipment selected

Measure VI. Conceptual Design Plans

N/A to this planning project

Measure VII. Workshop Documentation

N/A to this planning project

Measure VIII. 60% and Final Design Plans

N/A to this planning project

Analysis for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

N/A to this planning project

Analysis for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Appropriate statistical analyses will be developed as part of the Baseline Monitoring plans and developed for the success criteria metrics.

Analysis for Metric 4 PRM006 (# of Sites Monitored):

Measure XI: Baseline Monitoring

Statistical analyses recommended in the monitoring plan (Metric 3 above) such as non-parametric analyses will be incorporated in data analyses to determine whether success metric show significant differences.

**Unforeseen Event Contingency**

Contingency plans for Metric 1 PRM011 (# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

Not needed for data mining and compilation

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

Poor weather and sea conditions could result in rescheduling of surveys

Measure III. Sediment Analyses

Poor weather and sea conditions could result in rescheduling of sampling

Measure IV. Underwater Videos and Photos

Poor weather and sea conditions could result in rescheduling

Measure V. Magnetometer Surveys

Poor weather and sea conditions could result in rescheduling

Measure VI. Draft Conceptual Design Plans

N/A to this planning project

Measure VII. Workshop Documentation

Tentative dates for workshops will be planned in the event a workshop must be rescheduled due to unforeseen events such as weather. If low attendance occurs at the workshop a second workshop will be held.

Measure VIII. Final Conceptual Design Plans

N/A to this planning project

Contingency Plans for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

If any sites are determined not to be permissible, alternative sites will be selected from the 15 sites evaluated under Measures I-V.

Contingency Plans for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Monitoring plans may need to be scaled back based on the cost estimates

#### Contingency Plans for Metric 4 PRM006 (# of Sites Monitored):

Measure X: Baseline Monitoring Plans

Weather delays could result in the rescheduling of monitoring

#### Consistency with Local or Regional Planning/Monitoring Efforts

Expansion of artificial reefs was ranked as the number one RESTORE Pot 3 funded project by the Hernando County Port Authority and residents attending the Port Authority meetings. Additionally, creation of artificial reefs has been included in the Port Authority's five- and ten-year goals developed during separate workshops. The creation of artificial reefs has also received strong support from local fishing clubs, dive shops, and marinas. Additional artificial reefs are needed to meet the increasing demand for snorkeling, diving, fishing, and marine life viewing. This project is justified by the demonstrated economic and ecological benefits of artificial reefs.

#### Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:	<b>\$141,300</b>
<i>Metric 1 PRM011(# of E&amp;D plans developed) :</i>	
Measure I. Benthic Habitat Map Inventory -	\$ 3,200
Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry -	\$ 33,850
Measure III. Sediment Analyses -	\$ 17,200
Measure IV. Underwater Videos and Photos -	\$ 6,000
Measure V. Magnetometer Surveys	\$ 16,400
<i>Metric 3 PRM005 (# of Monitoring Plans Developed):</i>	
Measure X: Baseline and Success Criterial Monitoring Plans	\$ 9,350
<i>Metric 4 PRM006 (# of Sites Monitored):</i>	
Measure X: Baseline Monitoring of 10 reef sites and associated reference sites	\$ 55,300

Estimated total budget for observational data reporting:	<b>\$207,070</b>
<i>Metric 1 PRM011(# of E&amp;D plans developed) :</i>	
Measure I. Benthic Habitat Map Inventory -	\$ 3,200
Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry -	\$ 5,200
Measure III. Sediment Analyses -	\$ 3,800
Measure IV. Underwater Videos and Photos -	\$ 600
Measure V. Magnetometer Surveys	\$ 3,500
<i>Metric 1 PRM011 (# of E&amp;D plans developed) :</i>	
Measure VI. Draft Conceptual Design Plans -	\$ 71,500
Measure VII. Workshop Documentation -	\$ 5,170
Measure VIII. 60% and Final Design Plans	\$ 37,510
<i>Metric 2 PRM013 (# of Compliance Documents):</i>	
Measure IX: Permit Applications and Issued Permits	\$ 52,800
<i>Metric 4 PRM006 (# of Sites Monitored):</i>	
Measure X: Baseline Monitoring of 10 reef sites and associated reference sites	\$ 23,790

Estimated budget for contingency monitoring: \$ 0

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

*Observational data collection costs:*

- \$76,650 of the total \$92,950 represented in the cost for Milestone 3
- \$ 9,350 represented in the cost for Milestone 7
- \$55,300 of the total \$79,090 represented in the cost for Milestone 10

*Observational data reporting costs:*

- \$16,300 of the total \$92,950 represented in the cost for Milestone 3
- \$71,500 represented in the cost for Milestone 4
- \$5,170 represented in the cost for Milestone 5
- \$18,150 represented in the cost for Milestone 6
- \$52,800 represented in the cost for Milestone 8
- \$19,360 represented in the cost for Milestone 9
- \$23,790 of the total \$79,090 represented in the cost for Milestone 10

*Contingency monitoring:*

N/A

## **Data Review and Reporting**

The County's Project Manager will review both the data collected, data analyses, and summary reports completed for each of performed assessments (Measures I-V) and provide technical review. The reviews will focus on QAQC requirements of the ODP and DMP. The Project Manager will monitor progress and summarize progress of each of the metrics and measures as documentation submitted within the twice-annual performance and financial reports submitted to Gulf Consortium.

Additionally, the Project Manager will obtain assistance from research staff with the University of Florida to review the technical components of the project including the baseline monitoring plans. Project status updates will also be provided to the public through regular public meetings held by the Port Authority. The County and/or its Consultant will produce a final report to the Gulf Consortium that will show the completion of success criteria within this DMP.

## **Literature Cited**

- Barshel, A, Sanders, A. , Pistole, E., Ankerson T.T., Allen, M., Hall-Scharf, B., and Kolasa, K. 2018. Strategic Area Plan for Hernando County. University of Florida, Levin College of Law, Conservation Clinic, Gainesville, FL.
- Lindberg, W.J. and Seaman, W. (editors). 2011. Guidelines and Management Practices for Artificial Reef Siting, Use, Construction, and Anchoring in Southeast Florida. Florida Department of Environmental Protection. Miami, FL. xi.
- National Artificial Reef Plan (as amended): Guidelines for Siting, Construction, Development, and Assessment of Artificial Reefs, United States Department of Commerce, NOAA (February 2007).
- State of Florida Artificial Reef Strategic Plan, Florida Fish and Wildlife Conservation Commission (November 21, 2003). <http://myfwc.com/media/131588/FLARStrategicPlan2.pdf>.

## Preliminary Data Management Plan

### **Project Information**

Project name:

14-1: Artificial Reef Program - E&D and Monitoring

Agency:

Hernando County

Project phase(s) to which this DMP pertains:

Planning

Data Steward(s):

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

Keith Kolasa, (352) 754-5884, kkolasa@co.hernando.fl.us

Expected data collection start date:

2/10/2020 – to be adjusted depending on award date.

Expected data collection end date:

Artificial Reef Site Evaluations: 06/30/2021

Baseline Data Collection – Pre Deployment - 12/01/2023

Post Deployment Success Monitoring – TBD during the future deployment phase

Brief project description:

The purpose of this project is complete the planning, design, and permitting of ten artificial reefs which will augment Hernando County's existing permitted artificial reef network and artificial reef successes. Planning assessments (site evaluations) will be completed to identify suitable sites that not only meet permitting requirements but that will also provide the most ecological benefits through strategic placement as recommended within the County's Marine Area Strategic Plan. The site evaluations will include data mining from existing data sources, mainly GIS data, as well as the collection of data used to characterize the site. This will include bottom bathymetry (Side Scan Sonar and/or 3D Multibeam Bathymetry); sediment analyses, underwater directional video and photos, and magnetometer surveys (if needed by regulatory agencies). Monitoring plans will be developed for both baseline data to be collected prior to deployment and for monitoring the project success after implantation. This project phase will include at least a year of baseline data; however, the post implementation monitoring will be included in the second phase of this project.

### **Project location:**

Marine waters of Hernando County, Florida (see general location map, Figure 1)

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

Metric 1 PRM011 (# of E&D plans developed)

Measure I. Benthic Habitat Map

Initial screening of the proposed artificial sites will be conducted through data mining of existing benthic coverage maps and aerial imagery available from state agencies including the Southwest Florida Water

Management District (SWFWMD) and the Florida Fish and Wildlife Conservation Commission (FFWCC). Existing seagrass coverage maps, hard bottom maps, and aerial and satellite imagery will be used to produce maps and figures of each proposed reef sites and the surrounding area. All geospatial data sources are publicly available and are managed and archived by both SWFWMD and FFWCC. No new geospatial data will be produced during Measure 1. Upon the completion of the site screening using existing data sources, data defined in Measures II – V will be collected to evaluate the suitability of the site for reef construction and to collect data needed for permitting and to document baseline conditions.

#### Measure II. Side Scan Sonar and/or 3D Multi-beam Bathymetry

Data to be collected will include side scan sonar and/or 3D multi-beam bathymetry to map the bottom substrate composition at a higher level of detail than provided with existing habitat maps used in the screening process. The bathymetric data will be converted to geospatial data to be used for overlaying with existing geospatial data from Measure I.

#### Measure III. Sediment Analyses

Sediment samples will be collected at each reef site to characterize the sediment characteristics.

The sediment data will be stored as excel spreadsheets and summarized in narrative reports to include both tabular and chart summaries. Additionally, photos of the individual sediments cores will be provided as support documentation.

#### Measure IV. Underwater Videos and Photos

Directional video (date and time recorded) will be collected at each reef site along a minimum of two measured transects. Photos (date and time stamp) will be taken at the beginning and end of each transect, along the transects at set intervals, site corners, and at center points. The photos and video will be clearly labeled and stored in easily readable format (jpg, mp4, mov, wmv)

#### Measure V. Magnetometer Surveys

Magnetometer surveys (Measure V) will be collected if determined necessary by permitting agencies to verify the absence of any potential historical resources. Although the marine waters offshore Hernando are not known as a region of a significant number of historical maritime wrecks, and it is unlikely that any of the proposed reef sites contain any wrecks, magnetometer surveys may be required to document the absence of historical resources. This project will not include any archaeological assessments, only determining the presence or absence of potential historic resources. If any potential resources are detected the locations will be provided to Florida Historical Division of Historical Resources. Any reef site found to contain any detection of potential historical wreck or resources will eliminate the site from being considered for further planning and an alternative site will be selected instead. The path and boundary of the magnetometer surveys will be provided as geospatial data. The location of any detection of materials will provided as point shapefiles. Data summaries will include maps of the surveyed areas, maps showing any observed detections (if found), and interpretations of the data.

#### Measure VII: Workshop Documentation

Data will be collected on the total number of attendees, comment cards submitted, and minutes of the meeting which will include public comments. All presentations presented at the meeting, handouts, map displays, and flip charts will be archived to document the meeting. The meeting will also be recorded with both audio and video archived for records.

#### Measure VI and Measure VIII: Conceptual Design Plans, 60%, and Final Design Plans

No data will be collected. Design plans will be completed in both AutoCAD and GIS format. Both hard copies and digital copies (pdf) will be archived.

## Metric 2 PRM013 (# of Compliance Documents)

### Measure IX: Count of Compliance Documents – Permitting

No data will be collected. Pre-application meeting notes with Regulatory agencies will be archived. Email correspondence with regulatory agencies will be archived. All permitting applications and permit received will be archived in both hard copy and digital copies.

## Metric 3 PRM013 (# of Monitoring Plans Developed)

### Measure X: Monitoring Plans Developed

No data will be collected. Narrative reports (Word Docs) will be archived as both hard copies and as digital format.

## Metric 4 PRM006 (# of Sites Monitored - Baseline Conditions)

Measure XI: Baseline monitoring of 10 reefs selected for implementation and associated reference sites. A monitoring plan will be developed during this project (Metric 3, Measure X) and will determine the monitoring methodology; however, it is anticipated that a minimum of quarterly monitoring will be completed at each of the sites and reference sites for a minimum of one year period. It is anticipated that reference sites will include both artificial reefs and natural hard bottom communities. The completion of the monitoring plan is expected to be completed within the second year of this project after the final artificial reef sites have been selected and design concepts developed. Monitoring is anticipated to focus on both recreational usage and fish populations.

### **Estimated budget for data management:**

The cost of data management will be incorporated into both the Personnel and Indirect Costs. The estimated cost for data management is \$3,492 during the course of this planning project which will include uploading all data collected into the appropriate databases. Long term data management will be provided by the County within the allowable indirect charges, with data management funded through the County's existing long term operations budget which includes renewal of licenses for ArcGIS licenses and AutoCAD.

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

- \$ 3,492 of the Personnel (Salary and Fringe Benefits for PM at 43.74 %, 16 staff hours for 4 years – 40 hours ) cost shown in the Project Budget (6 a and b), as shown in Milestone 1., and included within Section 3.1 (Personnel) of the Budget Narrative which provides details on the services of the County Project Manager.
- \$6,500 in indirect Costs for long term data management and the cost for updates and annual maintenance license fees for ArcGIS software, AutoCAD, Microsoft Office, and other software. License cost is \$1200 per year for ArcGIS for one individual license and AutoCAD is \$191 per year. The cost for these is \$5,564 for 4 years. The remaining cost of \$936 is the estimated cost for data storage and maintenance on the County GIS servers.

### **Data Management Capabilities**

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

Yes

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

1) Stored

The project data along with corresponding ISO-compliant metadata will be stored on a DOS-managed server and backed up regularly to an off-site location.

2) Archived

At the completion of the project, final project data and metadata will be archived at the County and will also be archived at an alternative site recommended by the Restore Council. Data types for this project will include GIS shapefiles, GIS geodatabases, excel spreadsheets, photographs and videos, narrative reports, and site plans in both pdf and AutoCAD format. Raw data files from side scan / bathymetric devices and magnetometer devices will also be provided.

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

All data will be made available to others (including delivery to the Council) through email upon request or through the Gulf Consortium's web-based data portal (example of portal for Florida's SEP project info <http://datavisual.balmoralgroup.us/GulfConsortiumProjects>). All electronic data and metadata will be delivered to the RESTORE Council through its grants management system on a twice-yearly basis for review and approval.

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

DOIs will not be used

### **Observational Data Types**

Data type 1:

Measure I. Benthic Habitat Map - Aerial imagery

*GIS representation:*

Raster – High-resolution digital aerial photography (near-vertical, color-infrared)

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

This project will use existing aerial imagery available from state agencies (both Southwest Florida Water Management District and the Florida Fish and Wildlife Conservation Commission

*Duration of collection:*

Existing aerial imagery collected from 2007 through 2016

*Data storage format:*

Digital orthophotographs created from clipped mosaic datasets

*Units:*

Meters

Data type 2:

Measure I. Benthic Habitat Map – Habitat Composition Maps (Seagrass, Hard Bottom)

*Primary Data representation:*

Excel database



*Units:*

**Meters**

*Secondary Data representation:*

**Geographic information systems tools**

*GIS representation:*

**GIS raster files**

Projection:

**NAD83 UTM zone 17**

Horizontal and vertical datum:

**UTM, NAD83**

*Data POC:* Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

**One discrete acquisition will occur during year 1**

*Duration of collection:*

**One time event to take place over one to two month for all sites.**

*Data storage format:*

**shapefiles, geodatabases, and .csv files**

Data type 3:

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

*Primary Data representation:*

**Excel database**

*Units:*

**Meters**

*Secondary Data representation:*

**Sonar maps**

*GIS representation:*

**Bathymetric data will be represented by as geospatial data**

Projection:

**NAD83 UTM zone 17**

Horizontal and vertical datum:

**UTM, NAD83**

*Data POC:* Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

**One time event for all data types.**

*Duration of collection:*

**One time event**

*Data storage format:*

**shapefiles and .csv files**

Data Type 4:

Measure III. Sediment Analyses

*Primary Data representation:*

**Excel database**

*Units:*

**US Standard Sieve Mesh Sizes**

*Secondary Data representation:*

**Photographs of each sample core**

*GIS representation:*

**Sediment Sample Locations will be represented by as point shapefiles**

**Projection:**

**NAD83 UTM zone 17**

**Horizontal and vertical datum:**

**UTM, NAD83**

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

**One time event for all data types.**

*Duration of collection:*

**One time event**

*Data storage format:*

**Shapefiles and .csv files**

Data Type 5:

Measure IV. Underwater Video Transects and Photos

*Primary Data representation:*

**Excel database**

*Units:*

**NA**

*Secondary Data representation:*

**Photographs of each sample core**

*GIS representation:*

Locations of sample location shown as point shapefiles.

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

One time event.

*Duration of collection:*

One time event to take place within one month to two months for all sites.

*Data storage format:*

Relational database and .csv files

Data Type 6:

Measure V. Magnetometer Surveys (TBD)

*Primary Data representation:*

Magnetometer Recordings – data format TBD

*Units:*

Units of tesla

*GIS representation:*

The path and boundary of the magnetometer surveys will be provided as both line and polygon features. The location of any detection of materials will provided as point shapefiles. Depending upon the unit used the coverage will also be provided as a Geotiff

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

GIS POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

One time event.

*Duration of collection:*

One time event to take place over one month to three months for all sites.

*Data storage format:*

TBD – within a year of award date

Data Type 7:

Measures VI and VIII. Conceptual Design Plans, 60 % Designs Plans, and Final Design Plans

*Primary Data representation:*

GIS Shapefiles, AutoCAD files, Hard Copies, and pdfs.

*Units:*

NA

*Secondary Data representation:*

None

*GIS representation:*

Design plans will be completed in GIS and will include material lay-out and placement designs, site boundaries, buffers to seagrass and or hard bottom (Measure I), side scan sonar plots (Measure II), sediment sampling locations (Measure III), and transect locations of underwater video and photos (Measure IV).

*Projection:*

NAD83 UTM zone 17

*Horizontal and vertical datum:*

UTM, NAD83

GIS POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

No data collection to take place

*Duration of collection:*

No data collection to take place

*Data storage format:*

Relational database and .csv files

Data Type 8:

Measure VII. Workshop Documentation

*Primary Data representation:*

Minutes of Public Meeting as Word Document, pdf scans of comment cards, sign-in sheets, hand-outs, presentations, flip-charts, and map displays.

*Units:*

NA

*Secondary Data representation:*

Audio and video files of meeting.

*GIS representation:*

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

One time event.

*Duration of collection:*

One time event to take place over one day

*Data storage format:*

Word Documents, pdf, ppt, wmv, mov

Data Type 9:

Measure IX. Compliance Documents - Permitting

*Primary Data representation:*

Notes from pre-application meetings as word documents, email correspondence as pdf, Permit Applications as pdf, receipts of permit fee invoices as pdfs.

*Units:*

NA

*Secondary Data representation:*

None

*GIS representation:*

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

One time event.

*Duration of collection:*

No data collected

*Data storage format:*

Pdf, Word Documents

Data Type 10:

Measure X. Number of Monitoring Plans

*Primary Data representation:*

Word Document

*Units:*

NA

*Secondary Data representation:*

None

*GIS representation:*

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

NA

*Duration of collection:*

NA

*Data storage format:*

Word Document, pdf, and Hard Copy.

Data Type 9:

Measure XI. Number of Sites Monitored

*Primary Data representation:*

Datasheets, Journals, Excel spreadsheets, and Word Document

*Units:*

NA

*Secondary Data representation:*

Photographs and video

*GIS representation:*

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, [ddourte@balmoralgroup.us](mailto:ddourte@balmoralgroup.us) Hernando County: Keith Kolasa, (352)-754-5884, [keith.kolasa@co.hernando.fl.us](mailto:keith.kolasa@co.hernando.fl.us)

*Frequency of collection:*

Anticipated to be quarterly for a minimum of one year.

*Duration of collection:*

Minimum of one year

*Data storage format:*

Excel Spreadsheets, Word Document, pdf scans of journals and data sheets

## **ATTACHMENT B**

### **SPECIAL AWARD CONDITIONS**

1. Nature of the additional requirements: See below. The only special award conditions imposed pursuant to this subaward are those imposed by the Gulf Coast Ecosystem Restoration Council pursuant to Financial Assistance Award No. GNTSP20FL0110 (Attachment A hereto).

2. Reason why the additional requirements are being imposed:

3. Nature of the action needed to remove the additional requirement (if applicable):

4. Time allowed for completing the actions (if applicable):

5. The method for requesting reconsideration of the additional requirements imposed:

Subrecipient shall abide by the Special Award Conditions attached to Financial Assistance Award No. GNTSP20FL0110 (Attachment A hereto).

## **ATTACHMENT C**

### **SUPPORTING DOCUMENTATION REQUIREMENTS**

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.



## ATTACHMENT D-1

### FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.
3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

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

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **ATTACHMENT D-2**

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

## **ATTACHMENT D-3**

### **ENVIRONMENTAL COMPLIANCE**

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.