

**THIRD AMENDMENT TO GULF CONSORTIUM SUBRECIPIENT AGREEMENT  
NO. 200110141.01  
BETWEEN THE GULF CONSORTIUM  
AND  
HERNANDO COUNTY**

This Third Amendment to Gulf Consortium Subrecipient Agreement No. 200110141.01 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**, a political subdivision of the State of Florida, whose address is 20 N Main St #460, Brooksville, FL 34601 (hereinafter referred to as “Subrecipient”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

**WHEREAS**, on May 6, 2020, the Parties entered into Gulf Consortium Subrecipient Agreement No. 200110141.01 (the “Subrecipient Agreement”), providing for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0110 (the “Award”) to Subrecipient such that Subrecipient may complete State of Florida State Expenditure Plan (“FSEP”) FSEP Project No. 14-1, or some portion thereof; and

**WHEREAS**, Section 27 of the Subrecipient Agreement provides for the Subrecipient Agreement to be amended by mutual agreement of the Parties; and

**WHEREAS**, the Parties desire to amend the Subrecipient Agreement to extend the period of performance consistent with the amendment to the Award, as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Subrecipient Agreement as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. The Notice of Award attached hereto as Exhibit “A” (the “Notice of Award”) is hereby incorporated into the Subrecipient Agreement by reference and made a material part thereof, including the Special Award Conditions contained therein. Subrecipient shall comply with all Special Award Conditions described in the Notice of Award in performing the Project.
2. Paragraphs 2, 6, 7, and 8 of the Cover Page to the Subrecipient Agreement is amended as follows:
  2. ~~Subrecipient’s DUNS number (see 2 C.F.R. § 200.32 “Data Universal Numbering System (DUNS) number”): 07 321 2920~~ Subrecipient’s UEI Number: MWKBKNTZ9SW7

\* \* \*

6. Total Amount of Federal Funds Subject to Award: ~~\$778,622.00~~  
\$2,143,443.93

7. Total Amount of Federal Funds Obligated to the Subrecipient:  
~~\$715,617.00~~ \$2,062,716.93
8. Total Amount of the Federal Award Subject to this Agreement:  
~~\$715,617.00~~ \$2,062,716.93
3. Section 4 of the Subrecipient Agreement is hereby amended as follows:

**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 ~~\$715,617.00~~ \$2,062,716.93 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.

**(Signature Page Follows)**

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

**GULF CONSORTIUM**

**HERNANDO COUNTY, FLORIDA**

By:\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Attest:

Attest:

By:\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

FOR THE USE AND RELIANCE OF  
HERNANDO COUNTY ONLY APPROVED  
AS TO FORM AND LEGAL SUFFICIENCY

By: Natasha López Perez  
County Attorney's Office

**EXHIBIT A**  
**NOTICE OF AWARD**

1. DATE ISSUED MM/DD/YYYY 11/07/2025		1a. SUPERSEDES AWARD NOTICE dated 02/24/2025 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 87.052			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNTSP20FL0110-01-03 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNTSP20FL0110		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2018		Through MM/DD/YYYY 09/30/2027	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2018		Through MM/DD/YYYY 09/30/2027	
8. TITLE OF PROJECT (OR PROGRAM) 14-1: Artificial Reef Program			

The Gulf Coast Ecosystem Restoration Council  
RESTORE Council  
Gulf Coast Ecosystem Restoration Council

500 Poydras Street  
Suite 1117  
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)  
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill  
Impact Component

9a. GRANTEE NAME AND ADDRESS GULF CONSORTIUM 165 Lincoln Ave Winter Park, FL 32789-3877		9b. GRANTEE PROJECT DIRECTOR Ms. Valerie Seidel 165 Lincoln Ave Winter Park, FL 32789-3877 Phone: [NO PHONE RECORD]	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Christopher Constance 165 Lincoln Avenue Winter Park, FL 32789-3877 Phone: unknown An authorized representative electronically signed the award on 11/20/2025		10b. FEDERAL PROJECT OFFICER Sheri Land 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-235-4985	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) 2,143,443.93			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods 0.00			
a. Salaries and Wages 0.00				c. Less Cumulative Prior Award(s) This Budget Period 778,622.00			
b. Fringe Benefits 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 1,364,821.93			
c. Total Personnel Costs 0.00				13. Total Federal Funds Awarded to Date for Project Period 2,143,443.93			
d. Equipment 0.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies 0.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction 0.00				a. b. c. d. e. f.			
h. Other 0.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING			
i. Contractual 2,143,443.93				ALTERNATIVES:			
j. TOTAL DIRECT COSTS 2,143,443.93				a. DEDUCTION			
k. INDIRECT COSTS 0.00				b. ADDITIONAL COSTS			
I. TOTAL APPROVED BUDGET 2,143,443.93				c. MATCHING			
m. Federal Share 2,143,443.93				d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share 0.00				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation.			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

This amendment adds \$1,364,821.93 if RESTORE federal funds for the construction and monitoring of approximately 10 artificial reefs in state and federal waters and adds Special Award Conditions SAC #7D Pre-Construction Requirement. All other terms and conditions remain in effect.

AUTHORIZING OFFICIAL:

Lisa Robertson, Supervisory Grants Management Specialist  
500 Poydras St STE 1117  
New Orleans, LA 70130-7305  
Phone: 504-884-7685

Electronically Signed 11/20/2025

17.OBJ CLASS 41.0006	18a. VENDOR CODE 079937065	18b. EIN 461662290	19a. UEI LJCAH459JQ13	19b. DUNS 079937065	20. CONG. DIST. 10
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNTSP20FL0110	c. 6013 NONIN	d. \$1,364,821.93	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

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### 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 and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the award. Final performance and financial reports that summarize the activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

#### 3. Review of Drawdowns (Removed)

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

The Recipient will update the 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, and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient will deliver updated plans to the Council at least annually until all comments are addressed and all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

#### 5. Updates to Data Management Plan (Removed)

#### 6. Observational Data Management and Delivery

a. Data Sharing: All data compiled, collected, or created under this federal award must be reported 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

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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. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.

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 no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.

c. **Author statement:** 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 information 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.

f. **Final Project Geographic Information System (GIS) files:** As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

### **7. Supplemental Construction And Improvements To Real Property Terms**

#### **A. Estimated Useful Life and Federal Interest in Project Property**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient or subrecipient, as specified in the award, for the purpose(s) for which the award was made for the estimated useful life. See 2 CFR § 200.316. The estimated useful life of the program or individual project or activity is defined as the period of years that constitutes the expected useful lifespan of the program, project or activity, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits pursuant to award purposes authorized by the RESTORE Act. If the estimated useful life is provided in the recipient's application, the Grants Office's issuance of the award represents its concurrence with the recipient's proposed estimated useful life. The estimated useful life of this project is 50 years.



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The recipient's obligation to the Council continues for the estimated useful life. At its discretion, the Council Grants Office may waive the requirements to establish an estimated useful life for an ecosystem restoration project.

The recipient or subrecipient shall not engage in any of the following "Unauthorized Transactions" without the prior written approval of the Council's Grants Officer:

- 1) Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property;
- 2) Use project property for purposes other than award purposes; or
- 3) Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, or OMB Circulars that are incorporated into the terms and conditions of this Award.

Throughout the estimated useful life, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR § 200.1. If the Council determines that an Unauthorized Transaction has occurred, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient repay to the Council the full cash value of the federal interest in the property, computed as the percentage of the fair market value of the property attributable to the Council's funding of the project; such percentage calculated at the time of the funding and such cash value calculated at the time of the Council's exercise of this right (see 2 CFR § 200.1). The Council may also take any other action or remedy that may be legally available. The Council's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

When the estimated useful life of the project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property.

### **B. Reporting on Real Property Acquired or Improved**

In accordance with 2 CFR 200.330, the recipient must complete and submit to the Council a report on the status of all properties acquired or improved, using Form SF-429 "Real Property Status Report" or any equivalent or successor form. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 60 days following the end of the reporting period. The recipient must continue to submit these reports to the Council or a successor agency:

- 1) Until acquired property is disposed of in accordance with 2 CFR § 200.311(c); or
- 2) Throughout the estimated useful life of the project and associated improvements.

Reports will be submitted according to the following schedule, unless otherwise indicated in a special award condition:

- 3) For real property in which the Council retains an interest less than 15 years, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and thereafter every three years.
- 4) For real property in which the Council retains an interest for 15 years or more, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved

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under the award and every five years thereafter.

At the end of the period of performance, the recipient must complete and submit Form SF-429 or any equivalent or successor form to the Grants Office with the final performance and financial reports.

### C. Authorized Award Purpose

Recipient will, or will cause subrecipient to, hold and maintain the property/properties or easement(s) as pursuant to Authorized Award Purposes for the duration of the federal interest (as defined at 2 CFR § 200.1) in the property/properties. The Authorized Award Purposes are defined in the approved scope of work for the award stored within the electronic Grants Management System.

Before commencing any construction or other improvements not approved in the award, recipient will, or will cause subrecipient to, ensure that any alterations to or development on the property/properties are consistent with and will advance the Authorized Award Purposes. Existing structures on any property tract may be removed to achieve the Authorized Award Purposes. In all cases, any development on the property/properties, including removal of existing structures, must conform to federal, state, and local ordinances and standards, and shall remain subject to the requirements of any special award conditions.

### D. Pre-Construction Requirements

Federal funds for construction costs for any project will not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

**1) Title to real property improved under this award.** In accordance with 2 CFR § 200.311, title to real property improved under this award will vest with the recipient or subrecipient, as specified in the application, and must be used only for authorized award purposes.

**a.** Before solicitation of bids for construction of a given project, the recipient will furnish the legal description of each tract of project real property, the type of ownership, including but not limited to fee-simple, long-term leasehold, easements and rights-of-way, needed for completion and maintenance of the project and an indication of what project element is to be built thereon.

The recipient shall certify that the recipient and/or subrecipient, if applicable, holds clear title to or otherwise has, as applicable, control of and/or access to all project real property and are not aware of any material restrictions or encumbrances that could interfere with any award purpose. In all cases, the recipient and subrecipient if applicable must disclose any ongoing litigation concerning the project property prior to requesting the release of federal funds for construction.

**2) Engineering and design plans.** The Recipient must provide to the Council Grants Office the cover sheet and such pages as necessary to demonstrate that 100% design and engineering plans and specifications for all construction activities funded under this award have been stamped/signed by a professional engineer currently licensed in accordance with State requirements.

**a.** For ecosystem restoration projects, or as otherwise directed by the Council Program Office, the recipient must provide a full and complete set of plans and specifications.

**b.** For projects activities not directly involving restoration of ecological systems (e.g., traditional "brick and mortar" construction, wastewater treatment system renovation), the recipient must provide to the Council Grants Office, at a minimum the cover sheet and such pages as necessary demonstrating that

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100% plans and specifications for all construction activities funded under the award are complete and stamped/signed by a qualified, registered professional engineer.

The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the recipient, these responsibilities rest solely with the recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the recipient's rights or remedies in connection with any third party, including any of the recipient's subrecipients or contractors.

**3) *Environmental compliance requirements.*** The recipient must provide documentation demonstrating that the applicable environmental laws have been addressed prior to the release of construction funding. Accordingly, the recipient must furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all federal, state, and local permits and other documentation of compliance with applicable environmental requirements necessary for construction, completion and operation of the Project. In cases where a permit may be addressed under the construction contract, construction funds may be released with the condition that the recipient provides a copy of that permit to the Council prior to initiation of construction activities subject to that permit. Documentation of submerged lands ownership must also be submitted.

**4) *Americans with Disabilities Act (ADA) Compliance.*** For any projects where funding will be used to provide, create or facilitate public access to project property, the recipient must furnish evidence satisfactory to the Council Grants Office, that the recipient or subrecipient will be in compliance with ADA requirements related to improvements to be constructed or operated under the project.

**5) *Contingency.*** If contingency funds are included in the approved award budget in accordance with 2 CFR 200.433, such funds will be described in the Budget Narrative for expenditures related to construction activities. Contingency funds may not be utilized for project scope changes, unforeseen risks or extraordinary events. Federal funds equal to the amount of contingency funds approved will not be released until documentation verifying that proposed contingency expenditures comply with 2 CFR 200.300 and 200.403, are necessary and reasonable for accomplishment of the award scope, and will be verifiable from the recipient's or subrecipient's financial records is submitted by the recipient and accepted in writing by the Grants Office.

**6) *Updated construction schedules and cost estimates.*** The Recipient must furnish the most recent construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

### **E. Administration, Operation and Maintenance**

The recipient agrees to, or to cause the subrecipient to, administer, operate and maintain any property improved with federal funds for the project's estimated useful life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

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- 1) Strikes or work stoppage;
- 2) Floods, earthquakes, or other natural disasters;
- 3) Terrorist acts; and
- 4) Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

The recipient will provide documentation of the Administration, Operation and Maintenance Plan by close of project.

### **F. Acquisition of Real Property**

Unless specifically described in an award scope of work, the acquisition of real property is not an allowable expense. If acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of an award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

If any property used under the award is acquired during the period of performance, regardless of the source of funding, the Recipient will be required to provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and the Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached), and the price to be paid for the property. If such documentation is not obtainable, e.g., property heirs cannot be located after demonstrated due diligence, the Recipient may request a modification of this requirement from the Grants Officer.

### **G. Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- 2) A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- 3) A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **H. Davis-Bacon Act and Related Acts**

As applicable, the recipient and subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C.

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§ 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

1) Davis-Bacon Act-related provisions are applicable if a project is classified as a “treatment works” as defined in 33 U.S.C § 1292; or for a construction project regardless of its classification if that project is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

2) The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor regulations (29 CFR part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). This Act provides that the recipient, subrecipient, contractor, or subcontractor must be 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 or which he or she is otherwise entitled. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

3) Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for 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, each contractor must be 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 be required to work in surroundings or under working conditions that 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.

### **I. Insurance**

In accordance with 2 CFR § 200.310, the Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by that entity.

### **J. Inspection and As-Built Drawings**

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the recipient or subrecipient until final approval of construction associated with that contract. The recipient or subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected.

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Representatives of the recipient or subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that their representative may participate.

The recipient must provide the Notice of Final Acceptance signed by the recipient or subrecipient, as applicable, and stamped/signed as-built drawings from the project engineer and Council staff must advise of their acceptance prior to the drawdown of the final five percent (5%) of construction contract funds. If required in a special award condition, the electronic copy of the "Notice of Federal Interest" filed in the relevant real property records must also be provided prior to drawdown of these funds.

# AWARD ATTACHMENTS

GULF CONSORTIUM

GNTSP20FL0110-01-03

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1. Award Notes

## AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at [www.restorethegulf.gov](http://www.restorethegulf.gov)
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

- ☒ PRESIDENTIAL EXECUTIVE ORDER OF JANUARY 21, 2025

1. REFERENCE IS MADE TO THE EXECUTIVE ORDER 14173, 90 FR 8633 (JANUARY 21, 2025) ENTITLED *ENDING ILLEGAL DISCRIMINATION AND RESTORING MERIT-BASED OPPORTUNITY*, AND TO THE AGREEMENT AND CERTIFICATION DOCUMENT DATED AS OF APRIL 21, 2025, MADE BY RECIPIENT IN CONNECTION THEREWITH (“CERTIFICATION”).

RECIPIENT CONFIRMS THAT THE CERTIFICATION REMAINS VALID AND IN FULL FORCE AND EFFECT.

2. PURSUANT TO 2 CFR 200.101(B)(1), THIS CONFIRMS THAT THE CERTIFICATION WILL NOT FLOW DOWN OR APPLY TO SUBRECIPIENTS OF THE AWARD.

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS

GCERC Internal Financial Codes:

FY26 - CatB 6013 - Cost Pool- GCCSTFL000

CAM 1 - GCCGECONOMYX

CAM 2 - GCCOTHERWSXX

CAM 3 - GCCPOTHEROBJ



FUNDING AUTHORIZATION				
Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$2,143,443.93	\$1,347,099.93	\$1,364,821.93	\$796,344	*See Below

\*Subrecipient Pre-Construction Requirements (SAC#7D) costs are restricted in the amount of \$1,347,099.93 until this SAC is cleared.

## REVISED SPECIAL AWARD CONDITIONS

Pre-Construction award conditions have been added. Please see Special Award Conditions and Submission Requirements below.

## SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
Non-Duplicative Use of RESTORE Act Funds	Compliance Requirement
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
Updates to the Observational Data Plan	1) Updated Observational Data Plan (ODP) 2) Observational Data Closeout Report
Observational Data Management and Delivery	ISO-compliant metadata records for all data and derived work products, which must document how each data type and derived work product is available to the public.  Final Project Geographic Information System (GIS) files.
Supplemental Construction and Improvement to Real Property	
Reporting on Real Property Acquired or Improved	Form SF-429
Engineering and Design Plans	Cover sheet of E&D plans that are stamped by a professional engineer
Environmental compliance requirements	Documentation of compliance with all environmental laws and regulations applicable to construction, completion and operation of project (e.g. applicable issued permits, ESA consultation documentation) and state/federal ownership of submerged lands
Updated construction schedules and cost estimates	Construction schedule and estimates based on completed E&D plans

Administration, Operation and Maintenance	Submission of Administration, Operation, and Maintenance by close of project.
Inspection and As-built drawings	10-Day Advanced Notice of Final Inspection Signed Notice of Final Acceptance stamped and signed as-built drawings

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial Report	2/4/2020 – 6/30/2020	7/30/2020 (Received)
Financial Report	7/1/2020 – 12/31/2020	1/30/2021 (Received)
Performance Report	2/4/2020 – 12/31/2020	1/30/2021 (Received)
Financial Report	1/1/2021 – 6/30/2021	7/30/2021 (Received)
Financial and Performance Reports	1/1/2021 – 12/31/2021	3/1/2022 (Received)
Financial and Performance Reports	1/1/2022 – 12/31/2022	3/1/2023 (Received)
Financial and Performance Reports	1/1/2023 – 12/31/2023	2/29/2024 (Received)
Financial and Performance Reports	1/1/2024 – 12/31/2024	3/1/2025 (Received)
Financial and Performance Reports	1/1/2025 – 12/31/2025	3/1/2026
Financial and Performance Reports	1/1/2026 – 12/31/2026	3/1/2027
Final Financial and Performance Reports	1/1/2027 – 9/30/2027	1/28/2028