

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200106092.01
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): Jefferson County
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): **COUNTY TO PROVIDE**
3. Federal Award Identification Number (FAIN): GNTSP20FL0106
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): February 4, 2020
5. Subaward Period of Performance:

Effective Date: _____ (Date Executed by both Parties)

Project Completion Date: January 31, 2021

6. Total Amount of Federal Funds Subject to Award: \$1,236,271.00
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$1,219,900.00
8. Total Amount of the Federal Award Subject to this Agreement: \$1,219,900.00
9. Federal award project description:

The scope of work for this Project (FSEP No. 9-2) consists of expanding and improving public access to Wacissa River Park through the acquisition of private property adjacent to the park, at the headwaters of the Wacissa River. This phase of the Project consists of property assessment and feasibility study as a combined effort. The study will provide a fact-based management tool and will determine whether property acquisition is feasible, reasonable, and economical. Based on the feasibility study, the County will acquire the property in fee simple or will contact the Consortium for further direction.

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"): N/A

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THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **JEFFERSON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1 Courthouse Circle Monticello, FL 32344 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNTSP20FL0106 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. 9-2 consists of expanding and improving public access to Wacissa River Park through the acquisition of private property adjacent to the park, at the headwaters of the Wacissa River; and

WHEREAS, on February 4, 2020, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNTSP20FL0106 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 9-2, 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. GNTSP20FL0106 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. GNTSP20FL0106, 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 January 31, 2021 (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 **\$1,219,900.00** 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. 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

[TO COME, TO BE PROVIDED BY COUNTY]

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

SECTION 18. INSURANCE.

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

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

SECTION 19. REAL PROPERTY; EQUIPMENT.

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

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

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

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

SECTION 20. UNAUTHORIZED EMPLOYMENT.

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

SECTION 21. NON-DISCRIMINATION.

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

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

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

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

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

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

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

SECTION 24. SPECIAL CONDITIONS.

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

SECTION 25. ENVIRONMENTAL COMPLIANCE.

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

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

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

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

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

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

SECTION 27. AMENDMENTS/MODIFICATIONS.

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

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

SECTION 28. PERMITS.

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

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

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

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

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

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

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

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

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

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

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

SECTION 30. MISCELLANEOUS.

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

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

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

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

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

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

(Signature Page Follows)

GULF CONSORTIUM

By:_____

Print Name and Title

Date:_____

Attest:

By:_____

Print Name and Title

JEFFERSON COUNTY, FLORIDA

By:_____

Print Name and Title

Date:_____

Attest:

By:_____

Print Name and Title

ATTACHMENT A
FINANCIAL ASSISTANCE AWARD

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER (FAIN)

GNTSP20FL0106

RECIPIENT NAME

Gulf Consortium

RECIPIENT UNIQUE ENTITY IDENTIFIER (DUNS)

079937065

STREET ADDRESS

165 Lincoln Avenue

PERFORMANCE START DATE

PERFORMANCE END DATE

10/1/2018 to 3/15/2021

CITY, STATE, ZIP CODE

Winter Park, FL 32789-3877

FEDERAL FUNDS OBLIGATED (TOTAL AWARD AMOUNT)

\$1,236,271.00

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

\$1,236,271.00

PROJECT/PROGRAM TITLE

9-2: Wacissa River Park Improvement Program – Planning and Acquisition

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, Jefferson County, will expand and improve public access to Wacissa River Park. The county will complete a feasibility study, and based upon this assessment, will determine if property acquisition and improvements on lands adjacent to the park, east of Wacissa Springs Rd, Jefferson County, FL, are appropriate. Completion of the project will increase access and recreational opportunities on the river, improve public safety, all while decreasing the impacts to natural resources resulting from overuse.

ACCOUNTING INFORMATION CATB GCC6013; CAM1 GCCGECONOMYX ; CAM2 GCCOTHERWSXX ; CAM3 GCCPOTHEROBJ		FEDERAL AWARD ID NUMBER (FAIN) GNTSP20FL0106	PAGE 2
PROJECT/PROGRAM TITLE 9-2: Wacissa River Park Improvement Program – Planning and Acquisition			
PROJECT- OR PROGRAM-SPECIFIC INFORMATION			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input checked="" type="checkbox"/> PLANNING </div> <div style="width: 33%;"> <input checked="" type="checkbox"/> IMPLEMENTATION </div> <div style="width: 33%;"> <input type="checkbox"/> SEP ONLY – INCLUDES INFRASTRUCTURE </div> <div style="width: 33%;"> <input type="checkbox"/> TECHNICAL ASSISTANCE </div> <div style="width: 33%;"> <input type="checkbox"/> IMPLEMENTATION - CONSTRUCTION </div> <div style="width: 33%;"> <input type="checkbox"/> OTHER – DESCRIBE </div> </div> <input checked="" type="checkbox"/> PRE-AWARD COSTS – APPROVED AMOUNT: \$ 6,568.00 <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>			
ATTACHMENTS			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <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 </div> <div style="width: 50%;"> <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: </div> </div>			
RECIPIENT CONTACT INFORMATION Valerie Seidel 165 Lincoln Avenue Winter Park, FL 32789-3877 vseidel@balmoralgroup.us		RESTORE COUNCIL CONTACT INFORMATION Barbara Shumar Grants Management Specialist barbara.shumar@restorethegulf.gov Matt Love Restoration Ecologist Gulf Coast Ecosystem Restoration Council 500 Poydras Street, Suite 1117 New Orleans, LA 70130 matt.love@restorethegulf.gov	
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.			
GULF COAST ECOSYSTEM RESTORATION COUNCIL AUTHORIZED OFFICIAL		RECIPIENT AUTHORIZED OFFICIAL	
NAME Ben Scaggs		NAME Christopher Constance	
TITLE Executive Director		TITLE Chairman	
SIGNATURE <div style="display: flex; align-items: center;"> <div style="font-size: 2em; font-weight: bold; margin-right: 10px;">BENJAMIN</div> <div>Digitally signed by BENJAMIN SCAGGS</div> </div>		SIGNATURE 	
FEDERAL AWARD DATE SCAGGS		DATE 2/7/2020	
Date: 2020.02.04 16:22:32 -06'00'			

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 close out 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 close out 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.

7. Property acquisition under the award and use of property for authorized purposes

This award approved by the Gulf Coast Ecosystem Restoration Council ("RESTORE Council" or "Council") to the Gulf Consortium ("recipient") includes the acquisition of lands adjacent to Wacissa River Park in Jefferson County, Florida (the "property"), in fee simple by Jefferson County ("subrecipient") to expand and improve public access to Wacissa River Park as detailed in the approved award scope of work. In accordance with the approved award scope of work, pending the results of the feasibility study funded under this award, the subrecipient will proceed with land acquisition in accordance with the requirements of these special award conditions (SACs). If the subrecipient determines not to proceed with land acquisition in accordance with the approved award scope of work, the recipient will contact the Council Grants Office in writing immediately for instructions regarding next steps.

- a. In accordance with 2 CFR § 200.311, title to the property/properties will vest with Jefferson County, and the property must be used solely for the authorized conservation purposes of the award ("Authorized Award Conservation Purposes") as defined in SAC #2 below and recorded in the deed.
- b. Pursuant to the award:

- i. The Recipient will cause the subrecipient to acquire marketable fee simple title to the property/properties in accordance with the award scope of work and hold such property for improved public access to Wacissa River Park.
 - ii. The Recipient represents and warrants to the Council, and will cause the subrecipient to represent and warrant to the Council, that neither the recipient nor the subrecipient are aware of any material restrictions or encumbrances that could interfere with any award purpose.
 - iii. Recipient will cause the subrecipient to conduct all necessary due diligence to ensure that the title being acquired is sufficient to accomplish award purposes and protect the federal interest in the property/properties (as “federal interest” is defined in 2 CFR § 200.41).
- c. The Council will rely on the recipient’s and subrecipient’s due diligence in acquiring and protecting title to the property/properties in accordance with Authorized Award Conservation Purposes. Under federal law, after the property/properties are acquired with federal funds, the Council will have a federal interest in the property/properties to ensure that they are used and maintained solely for Authorized Award Conservation Purposes in perpetuity. If the subrecipient at any time:
- i. Fails or ceases to hold, use, and maintain the property/properties in full accordance with the terms, conditions, and purposes of the award;
 - ii. Is in material breach of provisions of the award; or
 - iii. Without the express prior written consent of the Council attempts to do any of the following (each a “Transaction”):
 - a. Enter into any mortgage, lien, assignment, or any other similar legal or equitable instrument in connection with any property/properties or any right therein;
 - b. Otherwise encumber any property/properties or any right therein; or
 - c. Sell, lease, transfer, assign, donate, or otherwise dispose of any property/properties or any right therein;

Then in the event of any such failure, breach, or attempted Transaction by the subrecipient, 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 to repay to the Council the full cash value of the federal interest in the property within a reasonable time. A reasonable time must include sufficient time to determine the cash value of the federal interest and, if necessary, to sell the property/properties if sale of the property/properties is necessary to secure funds for such payment. The Council may also take any other action or remedy that may be legally available.

8. Authorized Award Conservation Purposes.

The Recipient will cause the subrecipient to hold and maintain the property pursuant to Authorized Award Conservation Purposes in perpetuity for improved public access to Wacissa River Park in perpetuity, which is the duration of the federal interest (as defined at 2 CFR § 200.41) in the

property/properties. In the event that the property is improved, the recipient will cause subrecipient to ensure that any alterations to or development on the property are consistent with and will advance the Authorized Award Conservation Purposes. In all cases, any development on the property/properties must conform to federal, State, and local ordinances and standards, and shall remain subject to the requirements of these SACs.

9. Pre-acquisition requirements and documentation.

Federal funds in the amount of \$1,000,000.00 shall not be released by the Council to acquire the property until the Grants Officer reviews and approves in writing the following due diligence documentation for each property to be acquired:

- a. Evidence of clear title. Evidence of the seller(s) clear title to each property (i.e., a copy of the certificate of title held by the current owner(s) and a title insurance commitment(s) issued by a title insurance company/ies or title opinion(s) by an attorney(s) licensed in the jurisdiction where the property is located). In addition, the recipient must provide a written statement that the recipient has examined all relevant title information and that any encumbrance or exception to title will not, in the recipient's opinion, restrict or interfere with Authorized Award Conservation Purposes. The Council will not accept any use or encumbrance that interferes with the intended use, operation, construction, or maintenance of the property/properties or with the Council's first priority federal interest in any property as defined at 2 CFR § 200.41.
- b. Willing seller and Uniform Relocation Act documentation. Evidence of the subrecipient's agreement with the willing seller(s) of the property (i.e., the option or purchase agreement(s) and a certification or letter from the current owner(s) of its or their intent and willingness to sell). In addition, the subrecipient must provide documentation of compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) (Uniform Relocation Act) and the implementing regulations at 49 CFR part 24 through assurances that no displacement of any persons, businesses, or farm operations will occur. In the event such displacement will occur, assurance must be provided that the requirements of the Uniform Relocation Act will be met.
- c. Required appraisal documentation for the property/properties. In accordance with Council appraisal guidance, an independent State-certified general appraiser must conduct a certified, self-contained appraisal report that meets federal land acquisition and Council standards, and a qualified review appraiser must conduct an appraisal review also meeting these standards. Appraisals meeting the requirements of the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) are required unless these standards are waived in writing by the Council Grants Officer.
- d. Required maps:
 - i. A map of the State or coastal county showing the general location of the property; and
 - ii. Site map.
- e. Mineral rights: Information regarding mineral rights ownership associated with the property/properties that is: (a) known to subrecipient, or (b) should be discovered through the exercise of due diligence in connection with a proposed sale of surface rights for conservation

purposes. Subrecipient will cause the avoidance and/or minimization of surface disturbance in the exercise of any mineral rights through:

- i. Acquisition of mineral rights and the subsequent retiring of such rights, or
 - ii. Negotiation of surface use access agreements protective of the conservation purposes of this award should any mineral rights not acquired be exercised in the future by third parties.
- f. Property survey(s) if required by the State, recipient, subrecipient, if applicable, or the title company.
- g. Phase 1 Environmental Site Assessment(s).

10. Deed restriction, notice of federal interest, and attorney certification.

- a. Deed restriction. Pursuant to 2 CFR § 200.316, the deed for each property shall contain substantially the following provision and be recorded in the real property records for the applicable jurisdiction in accordance with State and local law:

This real property (hereinafter the “Property”) has been acquired by Jefferson County, Florida (in whole or in part) with funds provided by the Gulf Coast Ecosystem Restoration Council (“RESTORE Council” or “Council”, which term also includes any successor agency to the RESTORE Council), pursuant to RESTORE Council Award No. GNTSP20FL0106 (Award) under the Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies Act of the Gulf Coast States Act of 2012 (33 U.S.C. § 1321(t)(3)) (“RESTORE Act”) and through a subaward from the Gulf Consortium.

Jefferson County, Florida shall manage the Property solely for the purposes of the Award and the subaward from the Gulf Consortium (“Authorized Award Conservation Purposes”) in accordance with applicable federal, State, and local law. This restriction benefits and is enforceable by the RESTORE Council and the Gulf Consortium, jointly or severally.

Specifically, the Authorized Award Conservation Purposes are to “increase public access to outdoor recreational opportunities for citizens and visitors to Jefferson County with amenities for water access, resting, sheltering, and wildlife viewing.”

The RESTORE Council has a federal interest in the Property to ensure that it is used and maintained for Authorized Award Conservation Purposes. No (i) use of the Property in contravention of Authorized Award Conservation Purposes; (ii) encumbrance on the Property; or (iii) sale, lease, transfer, assignment, donation, or other disposition of the Property or any right therein, shall be undertaken or effectuated without the prior express written approval of the Council. In addition, Jefferson County, Florida shall

comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, the Americans with Disabilities Act (42 U.S.C. § 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) with respect to the Property. These laws prohibit discrimination on the basis of race, religion, national origin, or disability.

A notice of federal interest with respect to RESTORE Council Award Number GNTSP20FL0106, has been recorded in Jefferson County, Florida by a separate document, of even date herewith, with reference to the Property.

- b. Notice of federal interest. In addition, the recipient will cause the subrecipient to execute and record a notice of federal interest, acceptable in form and substance to the Council, which notice must be perfected and placed of record in accordance with local law, with continuances re-filed as appropriate. The perfection and recordation of the notice of federal interest must occur as soon as reasonably possible following the purchase of the Property.
- c. Attorney certification. The recipient will also provide the Grants Officer with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law.

11. Post-acquisition requirements

Within 60 calendar days following the completion of the acquisition of each property, or with the next Financial Report, whichever occurs first, the following information must be submitted:

- a. Copy of the recorded deed with the required deed restriction and the recorded notice of federal interest and attorney's statement certifying the federal interest has been protected.
- b. Executed purchase contract/agreement and settlement statement.
- c. Title insurance policy.
- d. Summary of land costs form.

12. Long-term property stewardship.

- a. Long-term management of the property/properties will be accomplished in accordance with a plan developed to address the specific management needs for the property/properties.
- b. Within six months after the acquisition of the property/properties and no later than the end of the period of performance, Recipient will cause subrecipient to submit to recipient and recipient will submit to the Programs Officer a stewardship/management plan that details how recipient/subrecipient will manage and maintain the property/properties to achieve the purposes of the award.

13. Reporting on real property.

- a. The recipient must complete and submit to the RESTORE Council a report on the status of all properties acquired, using Form SF-429 "Real Property Status Report" or any equivalent or

successor form, annually for the first three years, beginning in the year the first property is acquired under the award, and thereafter every five years. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the first property acquisition, and are due no later than 30 days following the end of the reporting period. The recipient will continue to submit these reports to the RESTORE Council or successor agency as required at 2 CFR § 200.329 until the property is disposed of in accordance with 2 CFR § 200.311(c).

- b. 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 Officer with the final performance and financial reports.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$1,236,271.00	\$1,000,000.00		\$236,271.00	Funds for property acquisition will not be released until the pre-acquisition requirements in SAC #9 are met

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	7/30/2020
Financial Report	1/30/2021
Performance Report	1/30/2021
Final Report	6/13/2021

DESCRIPTION OF WORK TO BE PERFORMED

PROJECT TITLE: 9-2: Wacissa River Park Improvement Program – Planning and Acquisition

EGID: 106

ANTICIPATED START DATE: 10/1/2018

FUNDING REQUESTED: \$1,236,271.00

PROPOSED END DATE: 3/15/2021

PROJECT DESCRIPTION:

Project Narrative

Project Title – 9-2: Wacissa River Park Improvement Program – Planning and Acquisition

Methodology / Approach

Purpose: The purpose of this project is two-tiered. The first portion involves conducting a feasibility study for acquisition of private property adjacent to Wacissa River Park, at the headwaters of the Wacissa River. Subsequent to the feasibility study, and pending results, property acquisition is to take place.

Objective: Provide fact-based information as a tool to help guide the County’s decision making on moving forward with property acquisition and turning it into a County owned and operated site, expanding public access and recreation opportunities at Wacissa River Park and adjacent lands.

Goal: Increase public access to outdoor recreational opportunities, relieve overcrowding at the existing Wacissa River Park, improve public safety, and reduce adverse impacts to surrounding natural resources resulting from overuse.

Scope of Work: The overall scope of work for this portion of project 9-2 includes property assessment, and feasibility study as a combined effort. In the original SEP, the preliminary design was grouped with the property assessment. In total in the SEP, \$400k was budgeted for property assessment, feasibility, and preliminary design. If future design and engineering efforts will be funded, these will be part of a future grant application occurring after property acquisition. Those pending design efforts will be partly informed by the property assessment and feasibility work completed in this project.

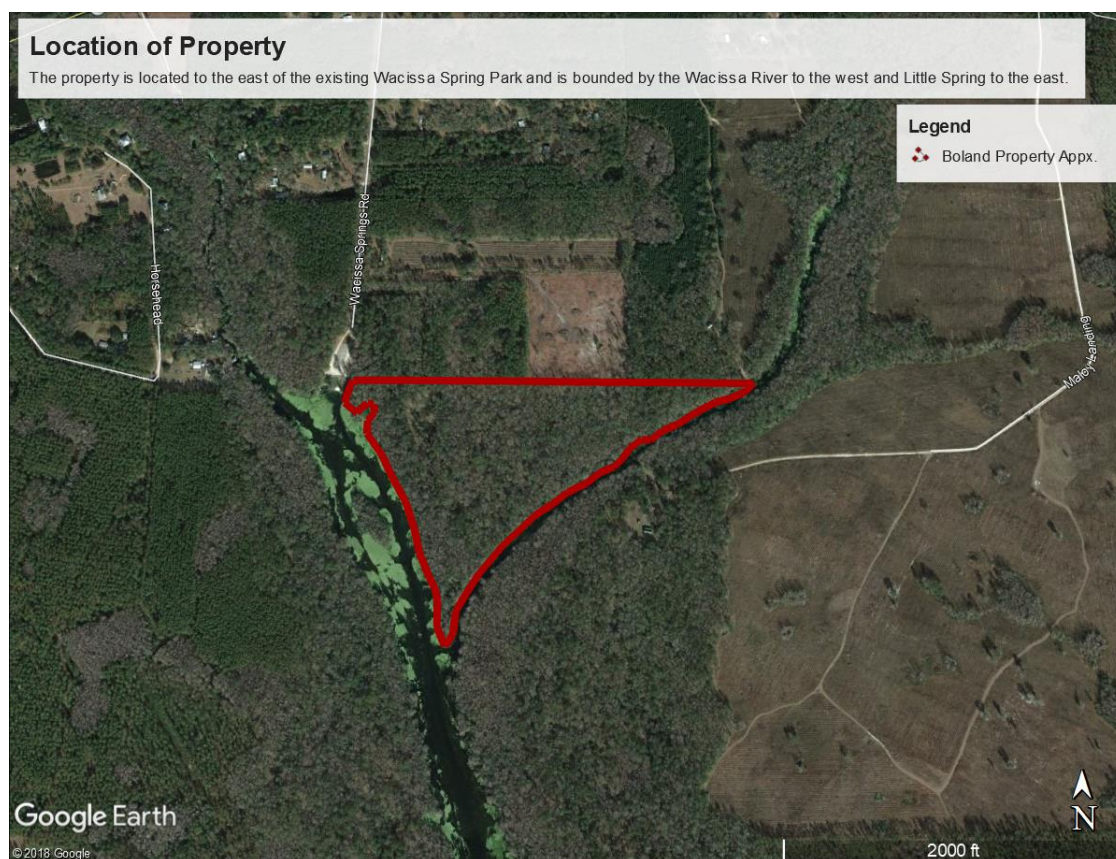
Jefferson County will competitively procure services of a professional firm, through the Apalachee Regional Planning Council, to conduct a feasibility study of the property. The Gulf Consortium recognizes that property will be acquired only from willing sellers. The study will provide a fact-based management tool and will determine whether property acquisition is feasible, reasonable, and economical. Based on the feasibility study, Jefferson County will act on acquiring the property, pending results from the feasibility study. The feasibility study will provide Jefferson County with the following information:

1. Detailed description, survey and drawing of the property identifying all structures, parking, permitted areas for future development, open space utilities, appraisal and title search, and seller willingness. NOTE: the appraisal will be completed according to the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or “Yellow Book”).

2. Review appraisal
3. Required clear title information
4. Phase I Environmental Assessment report (if required by county, state or federal guidelines)
5. Identify potential uses for undeveloped areas, i.e., parking, camping, boat ramps/kayak launches, wildlife observation, conservation, etc.
6. Identify each structure and its condition, with recommendations for repairs and/or improvements as well as the estimated cost and potential permitting requirements.
7. Identify recommended new amenities, estimated and potential permitting requirements.
8. Long-term maintenance needs and estimated costs.
9. Summary of findings to include immediate and long-term opportunities, risk and uncertainties with acquisition and necessary improvements associated with property acquisition and utilization as a recreational amenity.

A summary of deliverables is included below:

- Draft Feasibility Study
 - Final Feasibility Study
 - Land Acquisition (including recorded deed and exhibit showing property survey)
- Location (Where) – The property is located adjacent to the Wacissa Spring Park, and bounded by the Wacissa River and Little Spring, shown in the image below. The centroid of the parcel is approximately 30°20'24.50"N, 83°59'13.90"W.



- Approach (How) - Jefferson County will issue a Request for Qualifications seeking a qualified professional firm to conduct the feasibility study. The Consultant will provide definitive information requested by the County as discussed above under Scope of Work as well as professional

recommendations and guidance that may be determined necessary to complete the Feasibility Study. All information, documents and recommendations will be included in the final Feasibility Study. The Gulf Consortium will work with the County and RESTORE Council staff to ensure all deliverables produced as a result of this study will meet the requirements set forth in Council's Real Property Acquisition and Improvement Documentation requirements and 2 CFR part 200.

Risks and Uncertainties

- Satisfactory completion of the feasibility study and appraisal will be required to sufficiently inform land acquisition and subsequent construction phases of this project; therefore, the Gulf Consortium and Jefferson County will work together to ensure successful outcomes. A potential risk is that the feasibility study identifies some complications with the acquisition of the property that would make purchasing too challenging or expensive. This would require some re-work to identify other suitable properties.

Leveraged funds

- N/A

Metrics

- The metrics selected to measure project performance: PRM010 - # of studies/models used to inform management; HC003 - acres acquired in fee

Environmental Compliance

- This will be addressed in future phases of the project to ensure any construction activities have evidence of environmental compliance.

BUDGET NARRATIVE

Budget Narrative

Project Title – 9-2: Wacissa River Park Improvement Program – Planning and Acquisition

1.0 SUMMARY AND JUSTIFICATION

- The overall scope of work for this portion of project 9-2 includes property assessment, and feasibility study as a combined effort. In the original SEP, the preliminary design was grouped with the property assessment. In total in the SEP, \$400k was budgeted for property assessment, feasibility, and preliminary design. If future design and engineering efforts will be funded, these will be part of a future grant application occurring after property acquisition. Those pending design efforts will be partly informed by the property assessment and feasibility work completed in this project.
- Funding in the amount of \$1,236,271 is being requested to conduct a feasibility study (including property assessment and appraisal) and subsequent property acquisition at the headwaters of the Wacissa River, a privately-owned property.
- The feasibility study will be managed by the sub-recipient, Jefferson County, with assistance from the Apalachee Regional Planning Council (ARPC). The study will act as a fact-based tool in the decision-making process of the property acquisition. The study will include a title search, appraisal, survey, recommended and necessary improvements via a design alternatives analysis, recommended amenities, potential permitting requirements, and the costs associated with the recommended improvements to the site.
- Once the feasibility study is complete, and if deemed appropriate, Jefferson County will enter the property acquisition phase and acquire the property.
- Jefferson County, with limited technical resources, will contract with a firm(s) to competitively procure the services of a professional firm to conduct the feasibility study, or contract with a firm procured by the Consortium, if available.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$1,236,271
<i>Total Pre-Award Funds Requested</i>	<i>\$16,800</i>
<i>Total Direct Costs Requested</i>	<i>\$1,236,271</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$0</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

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

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; The Apalachee Regional Planning Council; contracted by Jefferson County for grant material development and

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), 60 hours for the Apalachee Regional Planning Council (\$3,600), and 6 hours for Nabors Giblin & Nickerson (\$1,500) for a total of \$10,200.

TOTAL PRE-AWARD FUNDS REQUESTED
--

\$10,200

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

3.1 PERSONNEL

N/A

3.2 FRINGE BENEFITS

N/A

3.3 TRAVEL

N/A

3.4 CONSTRUCTION and LAND ACQUISITION

See land acquisition costs in sub-recipient section.

3.5 EQUIPMENT

N/A

3.6 SUPPLIES

N/A

3.7 OTHER DIRECT COSTS

See subrecipient section.

3.8 SUBRECIPIENTS

1. *Name of Subrecipient*—Jefferson County
2. *Method of Selection*—The Gulf Consortium established each of Florida’s 23 Gulf Coast counties as SEP project subrecipients; this includes Jefferson County, as reflected in the SEP.
3. *Period of Performance*—1/31/2020 to 1/31/2021
4. *Scope of Work*—Jefferson County will procure the development of a feasibility study that can be used as a fact-based decision making tool in the acquisition of the property at the headwaters of the Wacissa river. Procurement will be in full compliance with 2 CFR 200. Once this is produced, acquisition of the property will follow based on the recommendation of the study.
5. *Method of Accountability*—describe how the progress and performance of the subrecipient will be monitored during and on close of the period of performance; identify who will be responsible for monitoring the subrecipient.
6. *Itemized Budget and Justification*—See attached and below. Budget for the Gulf Consortium and Jefferson County are attached.

Contractors/Consultants

Jefferson County will competitively procure services of a professional firm to conduct a feasibility study (including appraisal, survey, property assessment and all required due diligence) of the property to be acquired. The study will provide a fact-based management tool and will determine whether property acquisition is feasible, reasonable, and economical. The study will also identify future potential uses and identify recommended new amenities. Based on the feasibility study, Jefferson County will act on

acquiring the property, pending results from the feasibility study. The estimated costs are based on similar feasibility studies conducted for the county in recent years.

Sub-recipient contractual services for completing the feasibility study:

Organization	Description	Amount	Pre-Award Costs?
Contractor: TBD	<i>Draft feasibility study and property appraisal</i>	<i>\$100,000</i>	<input type="checkbox"/>
Contractor: TBD	<i>Final feasibility study and property appraisal</i>	<i>\$100,000</i>	<input type="checkbox"/>

For grant administration efforts, the Apalachee Regional Planning Council was procured using Request for Proposals and was selected by the Jefferson County Board of County Commissioners. The Apalachee Regional Planning Council will be responsible for administration, monitoring, and implementation of Jefferson County's RESTORE Act Grant program.

Sub-recipient contractual services for grant administration:

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
Apalachee Regional Planning Council	Grant management, procurement, and administrative services	\$60/hr	310 hours	\$18,600	<input checked="" type="checkbox"/>

Total sub-recipient contractual costs: \$218,600

Land/property acquisition costs: \$1,000,000

NOTE: The Gulf Consortium and Jefferson County recognize that all required pre-acquisition documentation needs to be complete and approved by RESTORE Council prior to funds being accessible for property acquisition.

Other Direct Cost: \$1,300

Funds are needed to cover the cost of legal advertisements of procurement documents in the Monticello News and the Tallahassee Democrat. The estimated cost is \$500 and \$800 per ad for each paper.

Total sub-recipient costs: \$1,219,900

7. NICRA—N/A

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*—1/31/2020 to 3/15/2021
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. The 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 hour/yr), legal services (Nabors Giblin & Nickerson; 25 hours/yr), and fiscal agent services (Leon County; 3 basis points).

Organization	Description	Unit Cost	Quantity or Rate (total)	Amount	Pre-Award Costs?
The Balmoral Group	<i>Grant management, oversight, reporting</i>	<i>\$170/hr</i>	<i>50 hours</i>	<i>\$8,500</i>	<input checked="" type="checkbox"/>
Nabors Giblin & Nickerson	<i>Subrecipient agreements and legal services</i>	<i>\$250/hr</i>	<i>30 hours</i>	<i>\$7,500</i>	<input checked="" type="checkbox"/>
Leon County Clerk	<i>Fiscal agent services</i>	<i>3 basis points</i>	<i>% of total disbursements</i>	<i>\$371</i>	<input type="checkbox"/>
TOTAL Consortium CONTRACTUAL:				\$16,371	

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

No indirect costs are being applied for by the County.

TOTAL OF ALLOWABLE INDIRECT COSTS	\$0.00
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5.0 PROGRAM INCOME

There is no program income associated with this project.

TOTAL PROGRAM INCOME ANTICIPATED	\$0.00
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6.0 CASH DRAWDOWN PROJECTIONS

Input in RAAMS

BUDGET SUMMARY

	Amount
Personnel	\$0.00
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Travel	\$0.00
Construction	\$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
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Supplies	\$0.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$1,236,271.00
Subrecipient	\$1,219,900.00
Jefferson County	\$1,219,900.00
Contractor	\$16,371.00
The Balmoral Group	\$8,500.00
Nabors Giblin & Nickerson	\$7,500.00
Leon County	\$371.00
Total Direct Costs	\$1,236,271.00
Indirect Charges	\$0.00
Indirect Charges	\$0.00
Total Indirect Costs	\$0.00
Total GCERC Costs	\$1,236,271.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$1,236,271.00
Income	\$0.00
Project (program) income	\$0.00

CASH DRAWDOWN PROJECTION

From:	To:	Cash Projection:	Running Total:
10/01/2018	03/31/2019	\$0.00	\$0.000
04/01/2019	09/30/2019	\$0.00	\$0.000
10/01/2019	03/31/2020	\$112,957.00	\$112,957.000
04/01/2020	09/30/2020	\$111,657.00	\$224,614.000
10/01/2020	03/15/2021	\$1,011,657.00	\$1,236,271.000

Projection Sum:	\$1,236,271.00
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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
Project Management and Administration	Project Oversight and Grants Management	Gulf Consortium management, legal and financial services to ensure project performance and compliance.	01/31/2020	03/15/2021	\$34,971.00	Yes
Consultant Procurement	Planning	Procurement process begins and is completed, project is awarded.	01/31/2020	02/28/2020	\$1,300.00	Yes
Draft Feasibility Study	Planning	Consultant begins work and draft feasibility study completed.	02/28/2020	04/30/2020	\$100,000.00	No
Final Feasibility Study	Planning	Final feasibility study completed	04/01/2020	08/31/2020	\$100,000.00	Yes
Property Acquisition	Land Acquisition	Jefferson county will close on the property following results of the feasibility study. Deliverable will include recorded deed and an exhibit of the associated survey.	08/01/2020	11/30/2020	\$1,000,000.00	Yes

APPROVED METRICS

Template Name:	Community Resilience
Metric Name:	RES006 - Community Resilience - # of acres acquired for public access

Baseline	0
Current	0
Completion	40

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Observational Data Plan

Project Information

Project name:

9-2: Wacissa River Park Improvement Program – Planning and Acquisition

Agency:

The Gulf Consortium and sub-recipient: Jefferson County Board of County Commissioners

Project phase:

Planning/Implementation

Project phase(s) to which this ODP pertains:

Planning/Implementation

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: Jefferson County – Betsy Barfield, bbarfield@jeffersoncountyfl.gov,

Expected observational data collection start and end dates:

1/31/2020 – 12/30/2020

Short description of the project location:

The project site is located to the east of the existing Wacissa River Park, Jefferson County, FL, off of Wacissa Springs Rd. The and bounded by the Wacissa River and Little Spring, and the centroid of the parcel is approximately 30°20'24.50"N, 83°59'13.90"W.

Short description of the overall project construction features:

No construction will occur during the course of this funding cycle.

Overall project goals and objectives:

The project goal is to increase public access to outdoor recreational opportunities for citizens and visitors to Jefferson County. The objective is to purchase the property and turn it into a public park with amenities for resting, shelter and wildlife viewing.

Specific goals and objectives:

1. Conduct a feasibility study
2. Acquire the property to develop it for public recreation

Identification of Metrics, Associated Measures, and Success Criteria for Each Metrics to be reported:

1. PRM010 – # of studies used to inform mgmt.
2. RES006 - Recreational improvements - Acres acquired for public access/recreational use

Success criteria for Metric 1 (# of studies used to inform mgmt.):

One complete study reporting the options and plans for long-term funding through RAAMS after public comment.

Measure 1: Feasibility studies completed

Success criteria:

One feasibility study that provides the following: title search, appraisal, survey, recommended and necessary improvements, recommended new amenities, potential permitting requirements, and the reasonableness and potential costs associated with such improvements for the property to be turned into a County owned and operated facility.

Success criteria for Metric 2 (Acres acquired for public access/recreational use):

40 acres

Measure 1: Acquire identified property

Success criteria:

Completion of the property acquisition.

Identification and Discussion of the Reference Sites/Conditions

N/A

Baseline Condition Sampling/Data Mining Plans

N/A

Potential Corrective Actions

Corrective actions for Metric 1 (# of studies/models used to inform mgmt.):

Measure 1. feasibility studies completed

Report must be completed to meet success criteria. Gulf Consortium and subrecipient management personnel will manage contracted services firm and adjust strategies as needed to ensure the report is completed.

Corrective actions for Metric 2 (Acres acquired for public access/recreational use):

Measure 1. acquire identified property

Property must be acquired to meet success criteria. Gulf Consortium and subrecipient management personnel will manage contracted services firm and adjust strategies as needed to ensure the property is acquired.

Observational Data Collection

Plan for Metric 1 (# of studies used to inform mgmt.):

Measure 1. feasibility studies completed

Purpose:

To improve decision-making for property acquisition and improvement for environmental overuse.

Methods:

Completion of feasibility study, received by Gulf Consortium and Jefferson County.

Schedule/Timing and Frequency:

Duration of the project.

Sample Size:

1

Site Locations:

The project site is located to the east of the existing Wacissa River Park, Jefferson County, FL, off of Wacissa Springs Rd. The and bounded by the Wacissa River and Little Spring, and the centroid of the parcel is approximately 30°20'24.50"N, 83°59'13.90"W.

Quality Assurance and Quality Control:

The Gulf Consortium management personnel and the Jefferson County project management personnel will review all material provided as part of the feasibility study. Revisions will be required for any information that is incomplete or of insufficient quality.

Plan for Metric 2 (Acres acquired for public access/recreational use):

Measure 1. acquire identified property

Purpose:

Purchase the property being considered in order to increase access and recreational opportunities on the river, improve public safety, all while decreasing the impacts to natural resources resulting from overuse.

Methods:

All required documentation will be delivered as part of the feasibility study.

Schedule/Timing and Frequency:

Duration of the project.

Sample Size:

1

Site Locations:

The project site is located to the east of the existing Wacissa River Park, Jefferson County, FL, off of Wacissa Springs Rd. The and bounded by the Wacissa River and Little Spring, and the centroid of the parcel is approximately 30°20'24.50"N, 83°59'13.90"W.

Quality Assurance and Quality Control:

The Gulf Consortium management and legal personnel and the Jefferson County project management

personnel will review all documentation related to property acquisition.

Anticipated Statistical Analysis

N/A

Unforeseen Event Contingency

Contingency plans for Metric 1 (# of studies used to inform mgmt.):

Measure 1. feasibility studies completed

Report must be completed to meet success criteria – any required management adjustments will be made to ensure the feasibility study is completed.

Contingency plans for Metric 2 (Acres acquired for public access/recreational use):

Measure 1. acquire identified property

Property must be acquired to meet success criteria. Any required management adjustments will be made to ensure the feasibility study is completed.

Consistency with Local or Regional Planning/Monitoring Efforts

TBD

Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

\$0

Estimated total budget for observational data reporting:

\$0

Estimated budget for contingency monitoring:

Data Review and Reporting

Jefferson County will deliver the draft and final feasibility studies to the Gulf Consortium.

Literature Cited

TBD

Data Management Plan

Project Information

Project name:

9-2: Wacissa River Park Improvement Program – Planning and Acquisition

Agency:

The Gulf Consortium and sub-recipient: Jefferson County Board of County Commissioners

Project phase(s) to which this DMP pertains:

Planning/Implementation

Data Steward(s):

Gulf Consortium: Dan Dourte; ddourte@balmoralgroup.us, 407-629-2185 ext. 113, 165 Lincoln Avenue, Winter Park, FL 32789

Subrecipient: Jefferson County – Betsy Barfield, bbarfield@jeffersoncountyfl.gov,

Expected data collection start date:

January 31, 2020

Expected data collection end date:

December 30, 2020

Brief project description:

The project is to increase public access to outdoor recreational opportunities for citizens and visitors to Jefferson County. The objective is to purchase the lands adjacent to the existing Wacissa Springs Park and turn it into a public recreation area with amenities for water access, resting, sheltering, and wildlife viewing. This portion of the project is to produce a feasibility study to guide property acquisition and to acquire the property.

Project location:

The project site is located to the east of the existing Wacissa River Park, Jefferson County, FL, off of Wacissa Springs Rd. The and bounded by the Wacissa River and Little Spring, and the centroid of the parcel is approximately 30°20'24.50"N, 83°59'13.90"W.

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

Data collection activities will consist of retrieval, review, and QA/QC of the feasibility study and the land acquisition documentation.

Estimated budget for data management:

TBD

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

TBD

Data Management Capabilities

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

Yes

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

1) Stored

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

2) Archived

Replicated data is backed up to tape drives

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

Yes, the feasibility study and the land acquisition documentation will be made available to RESTORE Council through its online grants management system or by email if needed.

4) Protected from exposure, if sensitive in nature

N/A

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

N/A

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

DOIs will not be used

Observational Data Types

Data type 1:

PDF of feasibility and land acquisition documentation

GIS representation:

TBD, the report/study will include a detailed property survey that can be digitized in a GIS

Projection:

TBD

Horizontal and vertical datum:

TBD

GIS POC:

Gulf Consortium: Dan Dourte; ddourte@balmoralgroup.us, 407-629-2185 ext. 113, 165 Lincoln Avenue, Winter Park, FL 32789

Frequency of collection:

TBD

Duration of collection:

TBD

Data storage format:

TBD

Units:

TBD

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. GNTSP20FL0106 (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. GNTSP20FL0106 (Attachment A hereto), including but not limited to all terms, requirements, and conditions applicable to the real property acquisition contemplated in the Award. Consistent with same, if the Subrecipient determines not to proceed with the real property acquisition contemplated in the Award following the results of the feasibility study, the Subrecipient shall contact the Consortium in writing immediately for further instructions.

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

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

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

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

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

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.