

**GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200013122.01
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): Levy County
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): 079937065
3. Federal Award Identification Number (FAIN): GNSSP20FL0013-01-00
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): September 22, 2020
5. Subaward Period of Performance:

Effective Date: _____ (Date Executed by both Parties)
Project Completion Date: March 31, 2028
6. Amount of Federal Funds Subject to Award (to Gulf Consortium): \$2,080,054.00
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$1,900,000.00
8. Total Amount of the Federal Award Subject to this Agreement: \$1,900,000.00
9. Federal award project description: This Award provides funding for the Suwannee Sound/Cedar Key Oyster Restoration, FSEP Project No. 12-2. The Project is intended to restore oyster reef habitat and associated ecological functions to contribute to the ecological and economic sustainability of oyster resources in Suwannee Sound, Cedar Key, and Waccasassa Bay using a combination of proven restoration techniques to reestablish reef infrastructure.
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.

TABLE OF CONTENTS

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

ATTACHMENTS:

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

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **LEVY COUNTY**, a political subdivision of the State of Florida, whose address is 310 School Street, Bronson, Florida 32621 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNSSP20FL0013-01-00 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 112-141, 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. 12-2 is intended to restore oyster reef habitat and associated ecological functions to contribute to the ecological and economic sustainability of oyster resources in Suwannee Sound, Cedar Key, and Waccasassa Bay using a combination of proven restoration techniques to reestablish reef infrastructure; and

WHEREAS, on or about September 22, 2020, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNSSP20FL0013-01-00 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 12-2, 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. GNSSP20FL0013-01-00 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. GNSSP20FL0013-01-00, 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 March 31, 2028 (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 \$1,900,000.00 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 obligated to Subrecipient under 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 69I-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
Levy County Grants/RESTORE Act Coordinator
607 South West 1st Ave.
Williston, FL 32696
(352) 528-4030
grants@levycounty.org

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.

GULF CONSORTIUM

LEVY COUNTY

By: _____

By: _____

Matthew Brooks
Chair, Board of County Commissioners

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Danny J. Shipp, Clerk

Print Name and Title

Approved as to form:

Anne Bast Brown

Anne Bast Brown, County Attorney

ATTACHMENT A
FINANCIAL ASSISTANCE AWARD

| | | | |
|---|--|--|--|
| 1. DATE ISSUED MM/DD/YYYY 09/22/2020 | | 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded | |
| 2. CFDA NO. 87.052 - Spill Impact Component Project Grants | | | |
| 3. ASSISTANCE TYPE Project Grant | | | |
| 4. GRANT NO. GNSSP20FL0013-01-00 Formerly | | 5. TYPE OF AWARD Other | |
| 4a. FAIN GNSSP20FL0013 | | 5a. ACTION TYPE New | |
| 6. PROJECT PERIOD MM/DD/YYYY From 09/01/2019 | | Through 03/31/2028 | |
| 7. BUDGET PERIOD MM/DD/YYYY From 09/30/2020 | | Through 03/31/2028 | |
| 8. TITLE OF PROJECT (OR PROGRAM) 12-2: Suwannee Sound / Cedar Key Oyster Restoration | | | |

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

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

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

| | |
|--|--|
| 9a. GRANTEE NAME AND ADDRESS Gulf Consortium 165 Lincoln Avenue Winter Park, FL 32789-3877 | 9b. GRANTEE PROJECT DIRECTOR Valerie Seidel Winter Park, FL 32789-3877 Phone: [NO PHONE RECORD] |
| 10a. GRANTEE AUTHORIZING OFFICIAL Mr. Christopher Constance 165 Lincoln Avenue Winter Park, FL 32789-3877 Phone: unknown | 10b. FEDERAL PROJECT OFFICER Theresa Pettijohn 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-1516 |

ALL AMOUNTS ARE SHOWN IN USD

| | | |
|--|--------------|-----------|
| 11. APPROVED BUDGET (Excludes Direct Assistance) | | II |
| I Financial Assistance from the Federal Awarding Agency Only | | |
| II Total project costs including grant funds and all other financial participation | | |
| a. Salaries and Wages | 0.00 | |
| b. Fringe Benefits | 0.00 | |
| c. Total Personnel Costs | 0.00 | |
| d. Equipment | 0.00 | |
| e. Supplies | 0.00 | |
| f. Travel | 0.00 | |
| g. Construction | 0.00 | |
| h. Other | 0.00 | |
| i. Contractual | 2,080,054.00 | |
| j. TOTAL DIRECT COSTS | 2,080,054.00 | |
| k. INDIRECT COSTS | 0.00 | |
| l. TOTAL APPROVED BUDGET | 2,080,054.00 | |
| m. Federal Share | 2,080,054.00 | |
| n. Non-Federal Share | 0.00 | |

| | | | |
|---|--------------------|--------------|--------------------|
| 12. AWARD COMPUTATION | | | |
| a. Amount of Federal Financial Assistance (from item 11m) | 2,080,054.00 | | |
| b. Less Unobligated Balance From Prior Budget Periods | 0.00 | | |
| c. Less Cumulative Prior Award(s) This Budget Period | 0.00 | | |
| d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | 2,080,054.00 | | |
| 13. Total Federal Funds Awarded to Date for Project Period | | 2,080,054.00 | |
| 14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): | | | |
| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
| a. 2 | | d. 5 | |
| b. 3 | | e. 6 | |
| c. 4 | | f. 7 | |
| 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: | | | |
| a. DEDUCTION | | a | |
| b. ADDITIONAL COSTS | | | |
| c. MATCHING | | | |
| d. OTHER RESEARCH (Add / Deduct Option) | | | |
| e. OTHER (See REMARKS) | | | |
| 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: | | | |
| a. The grant program legislation | | | |
| b. The grant program regulations. | | | |
| c. This award notice including terms and conditions, if any, noted below under REMARKS. | | | |
| d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. | | | |
| In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system. | | | |

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

AUTHORIZING OFFICIAL:

| | | | | |
|-----------------------|----------------------------|---------------------|---------------------|--------------------|
| 17. OBJ CLASS 41.0006 | 18a. VENDOR CODE 079937065 | 18b. EIN 461662290 | 19. DUNS 079937065 | 20. CONG. DIST. 07 |
| FY-ACCOUNT NO. | DOCUMENT NO. | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION |
| 21. a. 0-SEP | b. GNSSP20FL0013 | c. 6013 NONIN | d. \$2,080,054.00 | e. |
| 22. a. | b. | c. | d. | e. |
| 23. a. | b. | c. | d. | e. |

NOTICE OF AWARD (Continuation Sheet)

| | |
|-------------------------------|---------------------------|
| PAGE 2 of 2 | DATE ISSUED 09/22/2020 |
| GRANT NO. GNSSP20FL0013-01-00 | |

REMARKS:

This awards provides funding to the Gulf Consortium for oyster restoration in Levy County, Florida, as described in the attachments.

- x
- x
- x
- x
- x
- x
- x
- x
- x
- x
- x

AWARD ATTACHMENTS

Gulf Consortium

GNSSP20FL0013-01-00

1. GNSSP20FL0013 Award Attachment

AWARD NOTES

The following documents are incorporated in this award by reference:

- GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- 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
- OBSERVATIONAL DATA PLAN SUBMITTED 3/04/00
- PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 3/04/2020
- OTHER:

GCERC Internal Financial Codes:

FY 20 - CatB 6013 - Cost Pool GCCSTFL000

CAM1 GCCGCOASTALR; CAM2 GCCOTHERWSXX; CAM3 GCCPCOASTALR

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 grants management platform (i.e., PIPER) or any successor system on an annual basis. The performance outcome report is due on October 30th 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. Permitting Requirements

Funds for project construction will not be released by the RESTORE Council until the recipient provides documentation demonstrating that applicable environmental laws have been addressed. Accordingly, the recipient must furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all federal, state, and local permits and any other documentation of compliance with applicable environmental requirements necessary for the construction, completion, and operation of the project.

4. Subrecipient Risk Mitigation

Due to the increased risk associated with second tier subrecipient's project participant activities and organizational administrative structure, the RESTORE Council applies the following conditions. Pursuant to 2 CFR § 200.205 and § 200.207, the RESTORE Council will not release funds for the subrecipient activities of Planning Design/Permitting, Reef Construction and Monitoring/ Data Analysis until the recipient satisfies the conditions outlined in Item A and Item B below.

A. *Internal Controls, Policies and Procedures:*

The recipient must provide the following internal controls, policies, and procedures documents:

- i. The deliverable procedures document(s) outlined in the Project Oversight/Grants Management Milestone with detailed guidelines on how Gulf Consortium contractors will work with Levy County and Cedar Key Oystermen's Association to ensure robust internal controls. The due date for compliance is described in the Milestones for this award;
- ii. Internal controls and policies and procedures manuals for Levy County in compliance with 2 CFR § 200, including § 200.302 Financial Management and § 200.303 Internal Controls; and
- iii. Internal controls and policies and procedures manuals for Cedar Key Oystermen's Association in compliance with 2 CFR § 200, including § 200.302 Financial Management and § 200.303 Internal Controls.

B. *Risk Assessment and Monitoring Plans*

The recipient must provide the following risk assessment and monitoring plans:

- i. A Risk Assessment for Levy County and an assessment by Levy County of Cedar Key Oystermen's Association in compliance with 2 CFR § 200.331 Requirements for Pass-Through Entities;
- ii. A Monitoring Plan for Levy County covering the period of performance and outlining the strategy and means by which the Gulf Consortium will monitor the subrecipient's progress and compliance, and provide remedies for non-performance; and
- iii. A Monitoring Plan for Cedar Key Oystermen's Association developed by Levy County covering the period of performance and outlining the strategy and means by which the subrecipient will monitor the second tier subrecipient's progress and compliance and will provide remedies for non-performance.

C. *Second Tier Subrecipient System of Award Management Registration*

Pursuant to 2 CFR § 200.331, Levy County must provide confirmation of Cedar Key Oystermen's Association's registration in the System of Award Management (SAM.gov), or Unique Entity Identifier, prior to execution of second-tier subrecipient agreement.

- D. The recipient must demonstrate continued compliance with 2 CFR § 200.331 Requirements for Pass-Through Entities through provision of all recipient and subrecipient oversight and monitoring reports and data compiled, collected, or created under this federal award to the Council on a yearly basis with the annual performance report.

5. 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.

6. 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. The metric success criteria will be revised to match the target values indicated in the grants management platform (i.e., PIPER). 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 the grants management platform (i.e., PIPER). 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.

7. 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 Observational Data Closeout Report must be submitted and approved prior to close-out of the award.

8. Contractor Procurement

After the execution of any contract funded by this award above the federal micro-purchase threshold (currently \$10,000), and prior to any expenditure of funds in connection with that contract, the recipient will provide in writing the following information:

- *Name and DUNS of Contractor.* Identify the name of the contractor and provide the contractor's DUNS number.
- *Procurement Method.* Identify the method of procuring the contract. Explain how the procurement was made in compliance with Florida procurement statutes and applicable provisions of 2 CFR § 200. If the contract is sole source, include a detailed justification as to why this sole source entity is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to non-competitive awards. See 2 CFR § 200.317-200.326.
- *Type of contract awarded* (e.g., time and materials, fixed, etc).
- *Period of Performance.* Specify the beginning and ending dates of the contract.
- *Scope of Work.* Describe the specific services/tasks to be performed by the contractor and how such tasks relate to the accomplishment of project or program objectives. Deliverables should be clearly defined.
- *Method of Accountability.* Describe how the progress and performance of the contractor will be monitored during and at the end of the period of performance. Identify who will be responsible for supervising the contract.
- *Contract Amount.* At a minimum, provide the total amount of the contract.

The recipient should not send contract or other procurement documents to the Council unless specifically requested. The Council's review of the above listed information is for the limited purpose of ensuring compliance with the terms and conditions of the award and 2 CFR § 200.

9. 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 the Council's electronic Grants Management System, GrantSolutions, or any successor system. At a minimum, the following documentation, as applicable, must be provided.

- *Summary* of costs for which approval is requested, including amount in each applicable budget object class;
- *Invoice* – for any cost item procured by the Recipient or billed by a subrecipient or contractor;
- *Other supporting documentation* – for a pre-award cost item that the Recipient incurs directly (for example, time sheets to support personnel costs); and
- Summary report from ASAP documenting the drawdown.

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.

10. Updates to Guidance for Grants and Agreements at 2 CFR § 200.216 and 200.340, 85 FR 49506 (Aug. 13, 2020)

This award incorporates by reference updates to Office of Management and Budget (OMB) Guidance for Grants and Agreements at 2 CFR § 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment and § 200.340 Termination, 85 FR 49506 (Aug. 13, 2020), which is applicable only to funds added to the award after August 13, 2020.

See: <https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-grants-and-agreements>.

11. Field Work and Safety

The recipient and all subrecipients are responsible for project safety, and as needed, responsible for addressing the safety of project personnel, associates, visitors, and volunteers in field work and on vessels.

FUNDING AUTHORIZATION

| Amount of Financial Assistance | Amount of Funding Restriction | Amount of Funding Added to Award | Amount Authorized for ASAP Account | Notes |
|---------------------------------------|--------------------------------------|---|---|--|
| \$2,080,054.00 | \$1,900,000.00 | | \$180,054.00 | Funding for Planning Design/Permitting, Reef Construction and Monitoring/Data Analysis to be released upon meeting requirements in SACs 3 and 4, as applicable |

REPORTING SCHEDULE

| Reporting Task | Task Due Date |
|---|----------------------|
| Financial Report | 4/30/2021 |
| Financial Report | 10/30/2021 |
| Performance Report | 10/30/2021 |
| Financial Report | 4/30/2022 |
| Financial Report | 10/30/2022 |
| Performance Report | 10/30/2022 |
| Financial Report | 4/30/2023 |
| Financial Report | 10/30/2023 |
| Performance Report | 10/30/2023 |
| Financial Report | 4/30/2024 |
| Financial Report | 10/30/2024 |
| Performance Report | 10/30/2024 |
| Financial Report | 4/30/2025 |
| Financial Report | 10/30/2025 |
| Performance Report | 10/30/2025 |
| Financial Report | 4/30/2026 |
| Financial Report | 10/30/2026 |
| Performance Report | 10/30/2026 |
| Financial Report | 4/30/2027 |
| Financial Report | 10/30/2027 |
| Performance Report | 10/30/2027 |
| Final Reports (Financial and Performance) | 6/30/2028 |

SCOPE OF WORK

PROJECT TITLE: 12-2: Suwannee Sound/Cedar Key Oyster Restoration

EGID: 112

ANTICIPATED START DATE: 9/17/2020

FUNDING REQUESTED: \$2,080,054

PROPOSED END DATE: 3/31/2028

PROJECT DESCRIPTION:

The Gulf Consortium, with subrecipient Levy County, is requesting funding for the Suwannee Sound / Cedar Key Oyster Restoration Project No. 12-2. Funding will be used for the placement of reef-building substrate in Suwannee Sound, Cedar Key, and Waccasassa Bay along the Levy County coastline to restore once productive oyster reefs that have been degraded primarily from the combined stresses of reduced freshwater flows, subsequent increases in salinity and associated predation and disease, as well as harvesting pressures.

The purpose of this project is to restore oyster reef habitat and associated ecological functions to contribute to the ecological and economic sustainability of oyster resources in Suwannee Sound, Cedar Key, and Waccasassa Bay using a combination of proven restoration techniques to reestablish reef infrastructure. Objectives of the proposed project are to: (1) provide suitable habitat for oyster settlement and reef building; (2) provide three-dimensional structural habitat for oysters and associated species; (3) recover and support a sustainable oyster fishery; and (4) contribute to the economic revitalization of the Big Bend coast. These objectives, and the proposed approach for restoration, are consistent with those developed for oyster restoration in the Gulf of Mexico by NOAA (2016) as part of the Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement.

Scope of work

The Levy County Oyster Restoration Project involves the placement of reef building substrate and/or live oyster seed on damaged or degraded oyster reefs in Suwannee Sound, Cedar Key, and Waccasassa Bay along the Levy County coastline. Once productive oyster reef habitat and oyster populations in the region have been degraded due to the combined stresses of reduced freshwater flows, sea level rise, storm damage, and associated disease and predation. The following specific tasks are included in the Scope of Work to restore damaged and degraded oyster reefs.

1. Develop operational controls for oversight of overall grant activity and funds distribution; develop program budgets, timelines, schedules, milestones, recordkeeping protocols and payment request processes. This will ensure compliance and strengthen internal controls. Expected to be complete June 2021.
2. Provide experienced and effective management for the proposed oyster resource rehabilitation projects. The Cedar Key Oystermen's Association (CKOA) will be responsible for project activities, including planning, operational tasks, and contracting when needed. The association will comply with the direction provided by Levy County. (See Roles and Responsibilities below.)
3. Describe the current condition (pre-project assessments) of oyster resources and oyster reef habitat in the project area; including oyster population assessments on specific project sites, mapping

restoration sites, and photo-documentation. Figure 12-2B shows the locations of proposed oyster restoration areas along the Levy County coast.

4. Develop protocols for assessing oyster populations and apply these assessments to identify damaged oyster reef habitat where rehabilitation activities will be performed.
5. Conduct feasibility studies to determine restoration sites, including donor and recipient reefs. Determine factors such as accessibility, availability of nearby seed stocks, population parameters, extent of damage, and potential for success before selecting specific reefs for restoration.
6. Determine the best methods for restoring oyster population and reef habitat based on biological, environmental, ecological and operational parameters that are specific to individual reefs. Cultch deposition and re-seeding activities will be performed at locations where natural oyster reproduction, growth and survival are limited. Degraded reefs will be re-seeded with juvenile stocks or rehabilitated by depositing shell to: 1) create reef infrastructure, 2) stimulate spat setting, 3) enhance ecological function, and 4) accelerate oyster recovery, as long-term solutions to current habitat degradation.
 - a. Transplant / re-seed live oysters from donor sites to recipient sites.
 - b. Place cultch material on degraded oyster reefs (recipient sites) to appropriate depths.
 - c. Re-populate degraded oyster reefs with hatchery-reared seed where reproductive potential is low.
7. Develop seed reefs to provide available sources of oyster seed for continuous reef repopulation projects. Seed reefs represent an adaptive management practice that will ensure sources of oyster seed throughout the project and into the future.
8. Develop a multi-level approach to restoration that includes partnerships with the agencies responsible for environmental and resource management in the project area.
9. Apply for and comply with Special Activity Licenses and other permits required to perform project activities.
10. Conduct organizational meetings to plan the project and select project participants, including workers to collect and transport seed oysters, and workers who will assist in conducting stock assessments and administer project activities.
11. Participate in public meetings, in association with the Cedar Key City Commission, to provide information and details about the project.
12. Conduct pre- and post-project monitoring and data collection to provide critical information regarding site selection, restoration methodology, and success rates.
13. Complete reports as required

Roles and responsibilities of key organizations

The Gulf Consortium – grant recipient

The Gulf Consortium, through its Board and contractual service providers, will manage the project and ensure technical quality, financial integrity, and legal compliance. The Gulf Consortium will collaborate with Levy County to evaluate deliverables and to be sure the project is successful in achieving its goals.

Levy County – sub-recipient

Levy County is the grant sub-recipient and will be responsible for directly managing its sub-recipient, the Cedar Key Oystermen’s Association. Levy County will review invoices from CKOA for accuracy in accounting and work effort reporting. Levy County will also be responsible for submitted twice-annual performance reports and financial reports to the Gulf Consortium.

Cedar Key Oystermen's Association

The Cedar Key Oystermen's Association (CKOA) represents oyster harvesters, aquaculture producers, seafood plant workers, seafood processors, and interested citizens in Levy County, Florida. The Association is identified as a "Florida not for profit organization" by Florida's Division of Corporations. The CKOA has been a cooperating partner in oyster resource management and restoration projects in the region for more than 35 years. The CKOA is a seafood-related association which has oyster fishery-related experience in managing oyster restoration projects. The Association has demonstrated the ability to perform numerous activities involved in oyster restoration projects, including: 1) conducting organizational meetings to inform members about the project; 2) recruiting and hiring project participants; 3) establishing wages and payments; 4) accomplishing project objectives; 5) verifying deliveries; 6) paying project participants based on specified measurable outputs and job duties; 7) distributing announcements and other communications involving project schedules, work plans, and other relevant project information; 8) maintaining accurate records of all contracts, transactions, payments, invoices and other related accounting procedures, and 9) submitting progress reports as required. The CKOA and its members provide specific knowledge, skills, and equipment that are essential to complete oyster restoration projects. Additionally, the CKOA will provide the workers, vessels, and experience to effectively and efficiently manage and administer the project. Their knowledge and experience ensure that all critical components, including biological, environmental, hydrological, physical, logistical and operational parameters are considered. Because rehabilitating oyster reefs involves a cooperative approach, this project combines the expertise of local watermen and decades of experience.

Florida Fish and Wildlife Conservation Commission (FWC)

The Florida Fish and Wildlife Conservation Commission (FWC) is expected to be an active partner in the oyster restoration project in Levy County. The CKOA has a recent history of collaborating with the FWC in planning and completing oyster restoration projects. The CKOA previously submitted a report "Protocol for a Proposed Oyster Restoration Project to Re-seed Depleted Oyster Reefs in Suwannee Sound Using Juvenile Oysters from Donor Reefs" to the FWC with its application for a Special Activity License to Collect and Release Oysters. The Special Activity License was issued to the CKOA in July 2016 authorizing the CKOA to conduct a project similar the currently proposed project. The CKOA will work with the FWC to coordinate restoration activities all project levels; including planning, permitting, monitoring, and law enforcement.

Florida Department of Agriculture and Consumer Services (FDACS)

Florida Department of Agriculture and Consumer Services is expected to be an active partner in the oyster restoration project in Levy County. The DACS has responsibility for the classification of shellfish growing waters and shellfish safety during the relocation of live oysters and identifying reef locations in specific shellfish growing areas. Additionally, certain aspects of developing seed reefs may involve an aquaculture component, in which case would involve specific authorizations from DACS.

The University of Florida

The University of Florida is conducting research and restoration activities in the region to improve environmental conditions that are expected to have a positive effect on regional oyster resources and fishery. The CKOA plans to collaborate with UF researchers during specific aspects of the project; including monitoring, mapping and photo-documentation.

Location (Where)

The project will restore oyster reef habitat and support ecological diversity along the coast of Levy County, Florida and provide for the economic sustainability of fishery-related businesses in Levy County's coastal communities.

The region, for the purposes of this project, is divided into three nearshore restoration areas; including Suwannee Sound, Cedar Key, and Waccasassa Bay. Suwannee Sound includes the waters in the northern portion of the region, extending from the Suwannee River southward to the Cedar Keys. The Cedar Key area includes the waters surrounding the largest keys and islands in the center of the region and the City of Cedar Key. The Waccasassa Bay area includes the waters south of Cedar Key, extending southward to the Waccasassa River. Figure 12-2B shows the locations of the three primary oyster restoration areas along the Levy County coast. The primary features in the three areas are intertidal oyster reefs, small marsh islands, and the larger keys. Waters in the nearshore estuarine areas are shallow and depths are determined by strong tidal and wind action. Much of the nearshore area may be exposed or flooded during extreme tides. While the Big Bend area, which includes the waters of Levy County, has the greatest length of undeveloped coastline in the continental U.S., the areal extent of intertidal oyster reefs in this area has declined by 66 percent over the last 30 years (Seavey et al. 2011). The effects of the oyster decline are anticipated to continue in the region, compromising the long-term sustainability of the oyster fishery, unless extended rehabilitation efforts are applied.

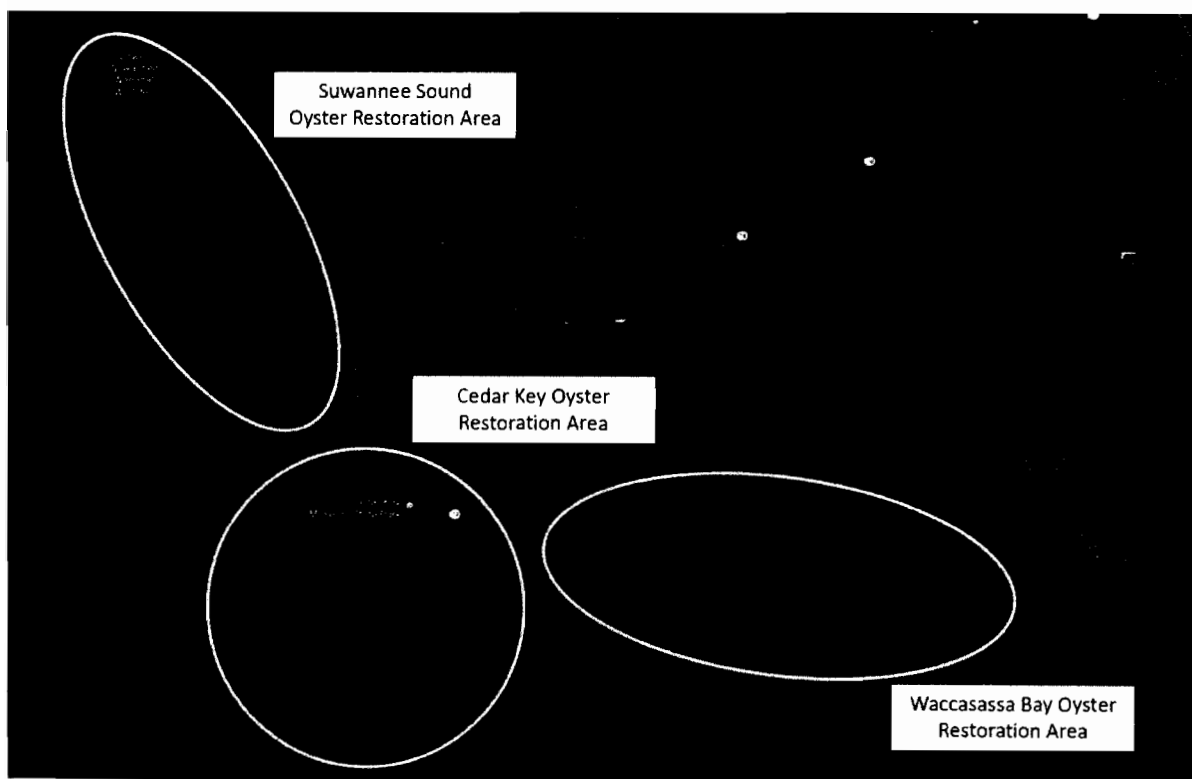


Figure 12-2B. Locations of potential restoration sites in Suwannee Sound, Cedar Key, and Waccasassa Bay

Project/Program Duration (When):

The Oyster Restoration Project No. 12-2 in Levy County has been projected to last for 7 years and is expected to begin in late 2020. The CKOA is prepared to implement the scope of work when project funding is received. The CKOA has the capacity to initiate numerous components of the project's scope of work within a month of receiving allocated funding, specifically: beginning pre-project population assessments, mapping, selecting donor and recipient reefs, and coordinating with regulatory agencies and collaborating entities. The planning components can be implemented within three months, including: oyster reef mapping, pre-project oyster population assessments, organizational meetings, developing work assignments and job descriptions, completing

required documentation and applying for permits and Special Activity Licenses, developing partnerships with resource management agencies, and numerous other associated activities. Because the CKOA has previous experience in performing project-associated activities, certain projects can be accomplished quickly and effectively. Additionally, planning and permitting components of the project will be a continuous effort to provide real-time, on-the-ground oyster resource management throughout the duration of the project using an adaptive management approach based on existing conditions as the project progresses. Additional planning and design can proceed while re-seeding efforts are underway. It would not be effective to pre-plan for entire oyster rehabilitation project years in advance of the actual operational component, since environmental, climatic and biological conditions change year-to-year and will affect the methods that will be employed. As the assessment, mapping and monitoring components progress and more population and mapping data becomes available, restoration sites will be identified where cultch material will be deposited for production reefs and seed reefs. Permit requirements for the deposition of reef materials on sovereignty submerged lands will be situational; and will be addressed when specific locations are identified. The CKOA has discussed the current project with FWC and applied for a Special Activity License (SAL) to relocate live juvenile oysters during a re-seeding project. The SAL application will be updated to provide specific parameters and information related to this project. Once the SAL has been issued, the CKOA could implement the first phase of the project and begin to re-seed degraded reefs.

Approach (How):

The initial project effort will be to develop the procedures for how The Gulf Consortium will improve the internal controls to ensure all project implementation activities are fully compliant. The implementation scope also includes the planning and operational components of the project and represents an “adaptive management” approach to oyster resource restoration in the region. Adaptive oyster resource management must be applied to provide the best management practices for a specific restoration site at a specific time. The ‘one-size-fits-all’ approach is problematic in the region because multiple variables often determine which restoration method will be most practicable. Additionally, it is impossible to determine what method of restoration will be most practicable in the future when the biological, environmental and climatic conditions are unknown. Oyster resources restoration will be much more successful if the project protocol includes different management practices that can be used as conditions change.

Three primary management practices have been included in the scope of work that can be applied in the region, including: 1) transplanting / re-seeding using live oysters from natural donor reefs; 2) depositing cultch material on degraded oyster reefs (recipient sites); and 3) re-populating restored oyster reefs with hatchery-reared seed where the natural reproductive potential is low. Although, each of these practices will require specific management and operational protocols, there are also common components that will be applied to all three methods for restoring oyster populations and reef habitat based on biological, environmental, ecological and operational parameters that are specific to individual reefs. Cultch deposition and re-seeding activities will be performed when conditions and circumstances demonstrate that one method will be the most effective in 1) creating reef infrastructure, 2) stimulating spat setting, 3) enhancing ecological function, and 4) accelerating oyster recovery. In some situations, such as developing seed reefs, a combination of methods may be more practical.

The proposed project includes the practice of rehabilitating natural oyster reefs by re-seeding depleted reefs with live juvenile oysters (seed oysters) transplanted from intertidal reefs. Oyster reef restoration, based on transplanting live oysters and shell clusters to depleted subtidal public reefs has been shown to be a very effective technique to improve oyster habitat, accelerate oyster population recovery, and increase oyster production in the Cedar Key region for more than 35 years. Re-seeding with natural stocks is an important component of the

current project which provides short-term and long-term economic and ecological benefits; and can be implemented and completed in a relatively short time. This project will rely on transplanting a pre-approved number of juvenile oysters and articulated dead oyster shell from intertidal reefs where juvenile oysters are abundant. Live oysters and shell, in the form of oyster clusters, will be removed by hand from “donor reefs” where spat setting potential is high, but conditions are not favorable for growth and survival to market size. Live oysters from donor reefs will be transported in fishing vessels and replanted on hard bottom reefs where environmental conditions are more favorable for growth and survival and where public health concerns are minimal. The CKOA previously submitted a report “Protocol for a Proposed Oyster Restoration Project to Re-seed Depleted Oyster Reefs in Suwannee Sound Using Juvenile Oysters from Donor Reefs” to the FWC with its application for a Special Activity License to Collect and Release Oysters. Seed stocks will be collected from natural oyster reefs where they are often found in abundance in the high intertidal zone. Oysters in the high intertidal zone grow in dense clusters that range from 5 to more than 100 oysters per cluster; the size range is about 0.5 to 3 inches, with the vast majority of oysters less than 3 inches. Oysters that are identified for relocation will vary in size from spat to adult; but from a fishery perspective, oysters that will be relocated are not market-quality and are considered juveniles. Due to their size, quality, and dense aggregations, they are seldom harvested commercially. When juvenile oysters are abundant, then these available stocks can be relocated without affecting the stocks that directly support the oyster fishery. It is common that oysters growing at high densities in the high intertidal zone will not survive to market size; and transplanting these oysters into deeper water provides a more favorable environment for their growth and survival.

The CKOA will develop a sampling and collecting protocol that will ensure that only a percentage of the standing juvenile stocks are available for transplanting (perhaps 25 - 50% on designated donor reefs), and that targeted stocks are located in the high intertidal zone. During the project, the CKOA will re-locate a pre-approved number of oysters, determined by the number of bushels collected and re-planted. All oyster stocks identified for transplanting will come from natural oyster reefs in the vicinity of restoration sites, and are native to the region and Florida’s Gulf Coast. Preliminary oyster stock assessments will be conducted by the CKOA in accordance with stock assessment protocols approved by the FWC to determine suitable donor reefs. Maps of donor reefs, GPS coordinates, and photo-documentation will be included in the project stock assessment protocol submitted to FWC.

Donor reefs will be identified that are nearby the recipient sites so that seed stock can be transplanted in a minimal amount of time. Seed stock will be collected by hand from donor reefs and transported immediately by vessel to recipient restoration sites within the same tidal cycle, so that exposure will not deviate from the normal tidal cycle. The donor reefs will be within a two-mile radius of recipient sites so that transport time will be short.

Following the relocation component of the project, the transplanted juvenile oysters will be allowed to grow for about six months or until stock assessments indicate that they have reached harvestable and marketable size. The recipient reefs will be sampled to determine various population parameters, including size, density, and survival. The CKOA will maintain accurate collection and release data in compliance with the requirements of FWC Special Activity License, and to ensure accountability. The CKOA will maintain daily logs to report the numbers of oysters collected from individual donor reefs and transplanted on individual recipient reefs.

The current project includes depositing cultch (local shell materials) to restore habitat on subtidal reefs to improve substrate for improving larval recruitment, growth and survival. Restoration sites will be determined and identified based on bottom contours, water depths, circulation patterns, historic oyster production, navigation channels and other factors. Shell deposition will be performed by fishermen in shallow draft vessels or by larger work barges where conditions are suitable. The CKOA will contract with local providers to purchase and

transport shell. The amounts of cultch material required for individual locations will be determined based on the size of the reef to be restored, desired reef elevation, hydrological conditions, and other factors.

The current project includes developing seed reefs to provide available sources of oyster seed for continuous reef repopulation projects. Seed reefs represent an adaptive management practice that combine shell deposition to stimulate spat settlement and the use of hatchery-reared seed to supplement recruitment. Seed reefs will be an important component of the project by providing additional seed for continuous oyster resource management. An important component of the scope of work will include developing a multi-level approach to restoration that includes partnerships with the agencies responsible for environmental and resource management in the project area.

Implementation of Phase 1 (Oyster Re-seeding Project)

The CKOA expects to begin Phase 1 of the project by implementing re-seeding activities to rehabilitate public oyster reefs in the vicinity of Cedar Key, Levy County, Florida. Phase 1 can be initiated as soon as possible after funding is received and can be completed in 2 years. The following is a preliminary description of an oyster re-seeding project (Phase 1).

Re-seeding depleted oyster reefs using living oysters from natural oyster reefs has been shown to be a practical and reliable method to rapidly improve fishable oyster stocks and to restore oyster resources. Re-seeding projects provide short-term and long-term fisheries and ecological benefits; can be implemented and completed in a relatively short time, with a high success rate; and represent a responsive strategy to initiate an adaptive management approach to restoring the oyster resources and oyster fishery in the region.

In general, the proposed project will rehabilitate natural oyster reefs by re-seeding depleted reefs with live juvenile oysters (seed oysters) transplanted from nearby intertidal reefs. Oyster reef restoration, based on transplanting live oysters and shell clusters to depleted subtidal public reefs has been shown to be a very effective technique to improve oyster habitat, accelerate oyster population recovery, and increase oyster production in the Cedar Key region. The proposed project will rely on transplanting a pre-approved number of juvenile oysters and articulated dead oyster shell from intertidal reefs where juvenile oysters are abundant. Live oysters and shell, in the form of oyster clusters, will be removed by hand from “donor reefs” where spat setting potential is high, but conditions are not favorable for growth and survival to market size. Live oysters from donor reefs will be transported in fishing vessels and replanted on hard bottom reefs where environmental conditions are more favorable for growth and survival and where public health concerns are minimal. The CKOA will develop a sampling and collecting protocol that will ensure that only a percentage of the standing juvenile stocks are available for transplanting (perhaps 25 - 50% on designated donor reefs); that targeted stocks are located in the high intertidal zone; and that only a pre-approved number of oysters will be collected and replanted. All oyster stocks identified for transplanting will come from natural oyster reefs in the vicinity of Cedar Key. Preliminary oyster stock assessments will be conducted by the CKOA in accordance with stock assessment protocols approved by the FWC to determine suitable donor reefs. Maps of donor reefs, GPS coordinates, and photo-documentation will be included in the project stock assessment protocol submitted to FWC.

Seed stock growing in clusters will be collected by hand and placed in baskets or boxes and loaded into skiffs that can work in shallow water. The containers will be delivered by skiffs to recipient sites where they will be counted before oysters are re-planted. Project participants (harvesters) will be directed to specific locations within the recipient site to transplant their cargo (oysters). Following relocation, transplanted juvenile oysters will be allowed to grow for at least six months or until stock assessments indicate that they have reached harvestable and

marketable size. The recipient reefs will be sampled to determine various population parameters, including size, density, and survival.

The CKOA will maintain accurate collection and release data in compliance with the requirements of FWC Special Activity License, and to ensure accountability. The CKOA will maintain daily logs to report the numbers of oysters collected from individual donor reefs and transplanted on individual recipient reefs.

Oyster Population Monitoring (Phase 1)

The oyster re-seeding project will require a collaborative determination of the best donor and recipient reefs. Stock availability assessments will be used to determine the best donor reefs, and restoration sites will be selected based upon potential fishery production, substrate characteristics, water quality, current and flow patterns and other factors. The CKOA plans to collect data to develop an estimate of stock availability (baseline stock assessment) before and after the restoration project. The CKOA will conduct the sampling surveys based on an agreed upon sampling protocol. Oyster stock availability assessments will be important for planning the oyster restoration project and identifying donor reefs. Stock availability will be based primarily on the abundance of living oysters located in the high intertidal zone on donor reefs. The proposed monitoring protocol includes pre-project assessments to determine the availability of juvenile oysters on donor reefs. Preliminary assessments will include a map of potential donor reefs and estimates of available oyster populations; baseline stock availability assessments should provide data to evaluate re-seeding as a management strategy.

Donor reefs will be intertidal oyster reefs with abundant oyster populations, primarily composed of clusters of juvenile oysters. Donor reefs will be selected based on 1) visual observations of oyster abundance; 2) proximity of the reef to the proposed restoration site; and 3) oyster population parameters indicating sufficient standing stocks based on pre-determined criteria. Additionally, donor reefs will be monitored to ensure that only the pre-determined number of bushels (percent of estimated standing stock) are collected and transplanted. Individual donor reefs will be identified and marked by flags; and designated participants will be instructed about how many bushels can be removed. After the pre-determined amount is reached, the monitor will close the reef and remove the flag. The number of bushels to be removed from specific donor reefs can be calculated using the preliminary stock availability assessments and can be controlled by supervising relocation activities.

Restoration (Recipient) sites will be subtidal oyster reefs located in waters that are conditionally approved for shellfish harvesting and that have been historically productive. Restoration sites will be selected based primarily on the SHA classification, bottom characteristics, and flow patterns. Strong currents flowing over hard bottoms and through deeper gaps provide favorable conditions for re-populating oyster reefs and are important factors in selecting the best recipient reefs. Recipient sites will be located in the general area of the donor reefs to reduce transport distance and time.

Donor and recipient reefs will be located and identified using GPS coordinates (ex. longitude and latitude); mapped; and when possible shown on aerial photographs (ex. Google earth, FWC Files). Photographic documentation will be used to show oyster populations on selected reefs before and after the re-seeding project. Additionally, photographic documentation will be used to compare control reefs (reefs not affected by re-seeding activities) with donor reefs to monitor recovery. Full recovery may take more than one or two reproductive cycles, so some level of monitoring should be continuous to form baseline information on recovery rates.

Reefs Restoration Projects (Phase 2)

Phase 2 will build on phase 1 monitoring and oyster re-seeding efforts to expand oyster reef restoration to much larger areas. Additionally, cultch deposition distinguishes this phase from phase 1. This can involve placing very large substrates and ensuring they are stable in tidal areas. Implementation of oyster reef projects will be based on an adaptive management approach, including: re-seeding projects; cultch deposition projects, re-habilitating seed reefs, incorporating re-seeding using hatchery-reared seed, and reef maintenance activities.

The following list summarizes key project deliverables

- Establish internal controls policies and procedures for implementation. Deliverable -administrative and internal controls procedures document: describing financial controls and procurement reviews and other internal controls improvements to be established.
- Develop plans: design plans for oyster reef rehabilitation and establishment will be developed by experts in oyster rehabilitation. All final design plans will be delivered to RESTORE Council and will be signed/stamped in accordance with state requirements for permitting and licensing.
- Obtain Permits / Licenses: data and information required to apply for permits and special activity licenses from responsible regulatory agencies will be prepared. Coordination with all relevant regulatory agencies, researchers and other interest groups will be completed. Any permits or licenses obtained will be provided to RESTORE Council as deliverables.
- Data Collection and Analyses: Conduct pre-project stock assessments. Develop maps of restoration sites, develop metrics, photo-documentation and mapping. Continuous data collection and analyses to support adaptive management practices throughout the duration of the project. Conduct monitoring and stock assessment data, analyze and report data. Deliverables include: the pre-restoration oyster population assessment, maps of existing reefs and proposed restoration sites, and post-restoration monitoring data and analyses. These will be delivered in reports developed before and after reef rehabilitation efforts are implemented.
- Implement Phase 1-Reseeding oyster reefs: these efforts will rehabilitate natural oyster reefs by re-seeding depleted reefs with live juvenile oysters (seed oysters) transplanted from nearby intertidal reefs. Live oysters from donor reefs will be transported in fishing vessels and replanted on hard bottom reefs where environmental conditions are more favorable for growth and survival and where public health concerns are minimal. Deliverables will include: maps of all re-seeded and restored reefs and a report documenting the construction efforts.
- Implement Phase 2 - reefs restoration projects: Phase 2 will build on phase 1 efforts to expand oyster reef restoration to more areas. Implementation of oyster reef projects will be based on an adaptive management approach, including: re-seeding projects; cultch deposition projects, re-habilitating seed reefs, incorporating re-seeding using hatchery-reared seed, reef maintenance activities. Deliverables will include: maps of all re-seeded and restored reefs and a report documenting the construction efforts.

Supporting Information (Why):

While the Big Bend area, which includes the waters of Levy County, has the greatest length of undeveloped coastline in the continental U.S., the areal extent of intertidal oyster reefs in this area has declined by 66 percent over the last 30 years (Seavey et al. 2011). The decline is also demonstrated by the commercial oyster fishery failure declared for Florida's Gulf coast by NOAA in 2013, pursuant to the Interjurisdictional Fisheries Act and the Magnuson-Stevens Fishery Conservation and Management Act. The effects of the oyster decline are anticipated to continue over multiple generations, thereby compromising the long-term sustainability of the fishery, unless extended rehabilitation efforts are applied. This project is justified as a practicable oyster

rehabilitation method based on the success of traditional and more recent reef building and oyster clutching efforts used to support the recovery of oysters and associated habitat along Florida's Gulf Coast.

Oyster reefs were likely to have been directly impacted as a result of the BP Deepwater Horizon incident (Board and NAS, 2017). Additionally, oyster reefs are threatened by physical damage, water pollution, and sedimentation (Thayer, 2005). The purpose of this project is to restore oyster reef habitat and associated ecological functions for estuarine-dependent species in support of ecological and economic sustainability in Suwannee Sound, Cedar Key, and Waccasassa Bay using a combination of proven restoration techniques to reestablish reef infrastructure.

These techniques and management practices have been used in oyster resource restoration projects over the last 35 years to provide suitable habitat for oyster settlement; support a sustainable oyster fishery; and contribute to the economic revitalization of the coastal communities in Levy County. The scope of work includes practicable oyster rehabilitation methods, which are based on the success of traditional re-seeding and shell clutching efforts used to support the recovery of oysters and associated habitat along Florida's Gulf Coast. Additionally, these techniques are consistent with those developed for oyster restoration in the Gulf of Mexico by NOAA (2016) as part of the Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement.

The best available science is based on years of oyster reef restoration along the Gulf Coast, as well as specific examples of successful restoration of nearshore oyster reef restoration (e.g., LaPeyre et al., 2014), and examples specific to the Big Bend area (e.g., Frederick et al., 2015; Arnold and Berrigan, 2002). Success was demonstrated by increased oyster densities on restored or created reefs compared with control sites (LaPeyre et al., 2014). Additionally, restoration monitoring in the Chesapeake Bay has informed oyster reef restoration techniques. There is an increasing awareness for oyster restoration projects in the state of Florida. In October 2016, the Florida Department of Agriculture and Consumer Services completed an oyster restoration project in the East Bay region of Florida with DWH assistance, restoring cultch material to several oyster reef areas that are open for harvesting (Bendick, et al. 2018). Naples Bay currently is working on an oyster reef restoration project for five acres of oyster reef habitat that have been in decline due to urbanization and channelization (Naples NRD, 2019). Goals of this particular project include improving water quality, restore habitat, and improve shoreline resiliency.

Board and NAS (2017) recommends universal, minimum metrics for all oyster restoration including the monitoring of reef physical attributes, oyster population attributes, and a series of critical environmental metrics such as temperature or salinity. Several common objectives for oyster restoration include increasing oyster population and adjacent ecosystem habitats, improved water quality, and reduction of coastal vulnerability (Board and NAS, 2017; Baggett et al., 2014). Additional details regarding the monitoring and data management strategy will be provided after completion of Phase 1.

Coastal habitats provide ecological, cultural, and economic value, providing shelter, spawning grounds, and food for countless species (Thayer et al., 2003). The value of restoring oyster reefs is also well documented and includes enhanced estuarine habitats, shoreline stabilization, reduced storm surge and erosion, water quality improvements, and shelter for over 300 species that in turn are consumed by recreationally and commercially important finfish and crustaceans (NOAA, 2016; Peterson et al., 2003; Board and NAS, 2017; Baggett et al., 2014).

The methodologies proposed in this project will be consistent with Best Management Practices, as outlined by the Florida Department of Agriculture & Consumer Services (FDACS). The proposed project will, combined with other proposed or ongoing projects along the Big Bend coast, provide regional benefits in the form of improved

management and sustainability of oyster habitat and associated ecological functions. Other proposed or underway projects that target sustainable oyster reefs include: (1) the State of Florida's Restoring Resilience to Oyster Reefs in the Big Bend of Florida's Gulf Coast in Dixie and Levy Counties—4.6 miles of oyster reef restoration funded by the RESTORE Act Council Selected Component (\$5,181,697) and (2) the University of Florida's (and partners) Recovery and Resilience of Oyster Reefs in the Big Bend of Florida—32 acres / 3 miles of restored reefs (\$8,334,400). Based on preliminary information provided by regulatory and management agencies such as DEP, FWC, and DACS, construction costs for similar projects, and operation and maintenance of other projects, the proposed project is considered feasible with respect to: (1) permitting, (2) construction within the proposed budget, and (3) effective long-term operation and maintenance of the project components. Key literature reviewed in the evaluation of this project includes the following:

- Arnold, W. and M. Berrigan, 2002. A summary of the oyster (*Crassostrea virginica*) fishery in Florida. A Report to the Division of Marine Fisheries, Florida Fish and Wildlife Conservation Commission (FWC). St. Petersburg, Florida, USA.
- Baggett, L.P., S.P. Powers, R. Brumbaugh, L.D. Coen, B. DeAngelis, J. Greene, B. Hancock, and S. Morlock, 2014. Oyster habitat restoration monitoring and assessment handbook. The Nature Conservancy, Arlington, VA, USA., 96pp
- Baggett, L. P., Powers, S. P., Brumbaugh, R. D., Coen, L. D., DeAngelis, B. M., Greene, J. K., ... & Bushek, D., 2015. Guidelines for evaluating performance of oyster habitat restoration. *Restoration Ecology*, 23(6), 737-745.
- Bendick, R., DeAngelis, B., and Blicht, S., 2018. Oyster Restoration in the Gulf of Mexico. Proposals from the Nature Conservancy. Gulf of Mexico.
<https://www.nature.org/content/dam/tnc/nature/en/documents/OysterRestorationintheGulf.pdf>
- Board, O. S., & National Academies of Sciences, Engineering, and Medicine, 2017. Effective monitoring to evaluate ecological restoration in the Gulf of Mexico. National Academies Press.
- Edwards, R. and E. Raabe, 2004. Ecological Characteristics and Forcing Functions of the Suwannee River Estuary. In B. Katz and E. Raabe (Ed.) Suwannee River Basin and Estuary Integrated Science Workshop. Sponsored by USGS, SRWMD, FMRI. Cedar Key, Florida.
- Frederick et al., 2015. Restoring Resilient Oyster Reefs in Florida's Big Bend. Final Report to The Nature Conservancy and NOAA. 49 pages.
- Grabowski, J.H. et al., 2012. Economic valuation of ecosystem services provided by oyster reefs. *BioScience* 62: 900–909.
- Kaplan DA, et al., 2016. Freshwater Detention by Oyster Reefs: Quantifying a Keystone Ecosystem Service. *PLOS ONE* 11(12): e0167694. <https://doi.org/10.1371/journal.pone.0167694>.
- La Peyre, M., et al., 2014. Oyster reef restoration in the northern Gulf of Mexico: Extent, methods and outcomes. *Ocean & Coastal Management* 89: 20-28.
- NOAA. 2016. Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement. <http://www.gulfspillrestoration.noaa.gov/restoration-planning/gulf-plan>
- Naples NRD, 2019. Restoring Oyster Reefs in Naples Bay. City of Naples Florida.
<https://www.naplesgov.com/naturalresources/page/restoring-oyster-reefs-naples-bay>
- Thayer, Gordon W., Teresa A. McTigue, Russell J. Bellmer, Felicity M. Burrows, David H. Merkey, Amy D. Nickens, Stephen J. Lozano, Perry F. Gayaldo, Pamela J. Polmateer, and P. Thomas Pinit. 2003. Science-Based Restoration Monitoring of Coastal Habitats, Volume One: A Framework for Monitoring Plans Under the Estuaries and Clean Waters Act of 2000 (Public Law 160-457). NOAA Coastal Ocean Program Decision Analysis Series No. 23, Volume 1. NOAA National Centers for Coastal Ocean Science, Silver Spring, MD. 35 pp. plus appendices.

- Thayer, Gordon W., Teresa A. McTigue, Ronald J. Salz, David H. Merkey, Felicity M. Burrows, and Perry F. Gayaldo, (eds.). 2005. Science-Based Restoration Monitoring of Coastal Habitats, Volume Two: Tools for Monitoring Coastal Habitats. NOAA Coastal Ocean Program Decision Analysis Series No. 23. NOAA National Centers for Coastal Ocean Science, Silver Spring, MD. 628 pp. plus appendices.

Risks and Uncertainties

There are internal controls risks to the project due to the types of procurements for project participants and the structure of CKOA as a member organization. The goal of the initial administrative effort to strengthen internal controls will be to minimize those risks through development of procurement and financial review procedures specifically for this project. The internal controls procedures are expected to be prepared by June 2021.

There are always uncertainties involved in restoring natural oyster populations. Restoration efforts can be negatively affected by numerous environmental, climatic and biological factors that may alter the success of individual projects. But experience gained over the past decades has demonstrated that oyster rehabilitation can be successful in Levy County. Additionally, applying the “adaptive management” approach identified in this narrative will substantially reduce risks by applying appropriate management decisions based on the best available information. Establishing monitoring goals and success criteria are critical to reducing and managing risk and uncertainty; and are essential components of the adaptive management approach in this project.

Developing collaboration with the oyster resource management agencies, primarily the Florida Fish and Wildlife Commission (FWC) is an important component of the project. This project will require cooperation with the FWC, because transplanting living oyster seed and juveniles from natural public reefs onto donor sites will require special permitting considerations. Previously, there has been a high level of cooperation with FWC in planning and implementing oyster relocation projects. Because one of the primary restoration activities involves transplanting natural, living oyster seed and juveniles from public reefs, it also involves an allocation of a public resource for the specific purpose of re-seeding public oyster reefs that will be harvested by commercial oyster fishers. Consequently, the CKOA developed a project plan, “Protocol for a Proposed Oyster Restoration Project to Re-seed Depleted Oyster Reefs in Suwannee Sound Using Juvenile Oysters from Donor Reefs” that includes protocols for identifying donor and recipient reefs; determining when oyster populations were abundant enough to support limited harvesting; developing metrics to indicate oyster population densities; documenting oyster population parameters; identifying oyster reef locations; developing accurate measurements for oysters collected and relocated; and developing methods for monitoring and recording the numbers of oysters transplanted. In a previous project managed by the CKOA, the FWC approved the project protocol and issued a “Special Activity License to Collect and Release Juvenile Oysters”, which contained specific conditions that ensured transplanting activities conformed to fishery regulations, including a waiver of seasonal, fishery and area closures, size, and bag limits. A “Special Activity License to Collect and Release Juvenile Oysters” has been issued for similar projects and is anticipated for this restoration project.

Previous oyster transplanting and relaying projects funded by state or federal grants have routinely re-located more than 40-50,000 bushels of seed oysters during a single project; and have accounted for re-seeding millions of oysters over the past 35 years in the region. Resource recovery following these projects has generally been rapid, but environmental stress and adverse conditions have also slowed recovery in some circumstances. However, oyster populations are expected to periodically increase and decline in response to natural environmental and biological fluctuations. Many of the proposed donor reefs in this project have been used as donor reefs in past projects and oyster populations have recovered under various conditions and circumstances. This project will restrict oyster harvesting from restored areas until oysters are of legal size; and compliance will

require continued coordination and the combined efforts of oyster fishers and regulatory agencies in support of improved fishery management strategies. In addition, the CKOA's leadership and membership have experience in accomplishing these projects; and will contribute substantially to success of the proposed project.

Other long-term impacts and powerful regional drivers of local restoration outcomes include sea-level rise, climate change, extreme weather events, and species invasion (Board & NAS, 2017). Restoration-relevant uncertainties exist that can affect age and growth rates, disease rates, shell loss rates, and subsidence rates. It is important to understand the stressors affecting oyster restoration and take them into consideration for assessment planning and monitoring purposes. While initial monitoring periods can result in statistically greater mean densities, successful oyster reef restoration shows understanding of and adaptation to long-term changes in marine environments.

Where required, the CKOA will apply for a General Permit for the Restoration, Establishment and Enhancement of Low-Profile Oyster Habitat (62-330.632, F.A.C.) from the Florida Department of Environmental Protection.

Additionally, any potential corrective actions for unforeseen risks will be updated in the Observational Data Plan during Phase 1 of this project.

Leveraged funds

No leveraged funds are planned as part of this project.

Metrics

Many once productive oyster reefs in the region have become impaired and depleted as reef infrastructure, suitable substrate, and reef elevation has declined, resulting in reduced oyster productivity, deduces spat setting and recruitment, and declining landings. Recent studies have reported substantial losses in productive reef area in the region. Based on observations and landings data, habitat loss is in a critical state and will require extensive restoration to maintain and sustain oyster productivity on many reefs. The primary metrics selected for this project will be the number of acres of productive reef that will be restored. The assumption is that depleted reefs provide zero acres of productivity (baseline). During the initial phase of this project, oyster stocks will be surveyed and mapped to assess of current stocks (control). This project will apply an adaptive management approach increasing productive oyster habitat with the desired target of restoring from 50 to 100 acres of productive oyster reefs (measurable outcome).

Metrics for the project will demonstrate the measurable outcome of increasing productive oyster reef acreage. However, other long-term outcomes will be measured by increased oyster production on restored reefs and increased landings and values. Data collection will provide numerous metrics associated with project performance including: the number of acres of productive oyster reef restored; the number of bushels of live oysters transplanted during re-seeding activities; the number of cubic yards of cultch material planted during reef habitat rehabilitation projects; the number of project participants; the amount of wages paid to participants; and associated economic indices. Harvest-size oysters can be expected within 6-12 months after re-seeding with juvenile oysters, and increased landings and revenues will act as a measurable indicator of long-term project success. Positive impacts associated with oyster fisheries will be determined by analyses of oyster production (ex. bushels per acre), landings and values, which in turn can be used to calculate cost/return models. The economic benefits of the project will also be measured and calculated at various economic levels, including: short-term economic benefits from employing participants and inputs to the local economy. Part-time employment associated with the project will provide wages for participants; and generate an economic boost through the purchase of equipment, fuel and lubricants, supplies, and services from local businesses. Payments to

participants and income from future landings will be infused into local businesses, which in turn, moves through the local economy. The economic benefits to various sectors of the seafood industry and local communities will also be determined using standard economic indices.

The following list summarizes the metrics and success criteria to be used to track project impact (additional detail can be found in the ODP):

- PRM013 - # environmental compliance documents completed; 1 set for Phase 1, additional TBD
- PRM011 - # E&D plans developed; 1 set for Phase 1, additional TBD
- SP001 - Oyster density (individuals/acre); 25,000 oysters/acre
- HR006 - Acres of oyster reef restored; 50 acres
- PRM010 - # studies used to inform management; 1 study
- COI103 - Economic benefits - # temporary jobs created; TBD and updated within 1 year of award.

Environmental Compliance

Implementation of the project will require specific permits and licenses based on adaptive management decisions and the restoration techniques selected. The Phase 1 Project can be implemented rapidly. Since the project protocol have already been reviewed and previously approved by the FWC. A Special Activity License will be renewed authorizing the CKOA to relocate oyster seed, once specific parameters of the project are determined. It is expected that Phase 1 activities can begin within three months of receiving funding. Implementation of the project will include coordination with DACS and DEP. As the project progresses and more population and mapping data becomes available, restoration sites will be identified where cultch material will be deposited. Permit requirements for the deposition of reef materials on sovereignty submerged lands will be situational; and will be addressed when specific locations are identified.

The Gulf Consortium, Levy County and any implementing organizations understand that funds for project implementation/construction will not be released by the RESTORE Council until the Consortium provides documentation demonstrating that the applicable environmental laws have been addressed. All the appropriate permits/authorizations will be obtained from the relevant regulatory agencies. As appropriate, pre-application consultation will occur prior to application submission. Upon completion of engineering and design and permitting, this environmental compliance documentation will be provided to Council staff.

BUDGET NARRATIVE

Title: 12-2: Suwannee Sound/Cedar Key Oyster Restoration

1.0 SUMMARY AND JUSTIFICATION

The Gulf Consortium, with subrecipient Levy County is committed to allocating about \$2,080,054 of its share of the Florida Spill Impact Component to the Suwannee Sound / Cedar Key Oyster Restoration Project No. 12-2. Funding will be used for the placement of reef-building substrate in Suwannee Sound, Cedar Key, and Waccasassa Bay along the Levy County coastline to restore once productive oyster reefs that have been degraded primarily from the combined stresses of reduced freshwater flows, subsequent increases in salinity and associated predation and disease, as well as harvesting pressures. Initial funding will be used to establish protocols for the administration of the long-term project.

Background and Justification

Productive oyster reefs in the region play essential roles in providing a vital regional fishery and sustaining ecological relationships within the region: beyond the fact that oyster reef communities represent important food sources for many species of commercially and recreationally important fish and invertebrates, functioning oyster reefs are also recognized as critical structural and community components which sustain numerous ecological relationships. When oyster population are impaired, the result can cause widespread adverse economic consequences, as is the case in the Cedar Key region. While the Big Bend area, which includes the waters of Levy County, has the greatest length of undeveloped coastline in the continental U.S., the areal extent of intertidal oyster reefs in this area has declined by 66 percent over the last 30 years (Seavey et al. 2011). The effects of the oyster decline are anticipated to continue in the region, compromising the long-term sustainability of the oyster fishery, unless extended rehabilitation efforts are applied. Consequently, the expected funding (\$2 million) for the Suwannee Sound / Cedar Key Oyster Restoration Project No. 12-2 shows a commitment to provide a long-term (7 years) adaptive management approach, and to expand and extend oyster rehabilitation efforts in the region. Oyster reef restoration, based on re-seeding and cultch deposition, has been shown to be a very effective technique to enhance oyster habitat and increase oyster productivity in region. This project is expected to accelerate recovery of damaged and impaired oyster resources; and provide economic benefits related directly to the project operations and increased oyster production and values.

The Suwannee Sound / Cedar Key Oyster Restoration Project No. 12-2 is designed to restore damaged oyster resources and increase oyster production, which in turn will provide long-term economic benefits for the region. Additionally, the project is designed to provide temporary employment for individuals in the region where alternative employment opportunities are few. Because one of the project's main objectives is to hire local workers, a large amount of the project funds are allocated to paying project participants. From a budgetary perspective, expenses related to employment account for a large percentage of each budget category.

The Cedar Key Oystermen's Association (CKOA) will act as a subrecipient to Levy County. The CKOA represents oyster harvesters, seafood workers and processors in Levy County. The CKOA is a "Florida not for profit organization" identified by Florida's Division of Corporations. The CKOA has been involved in rehabilitating oyster reefs in the region for more than 35 years. The CKOA will act as the project manager providing numerous project services at various administrative and operational levels. Additionally, the CKOA will be responsible for: 1) conducting organizational meetings to inform members about the project; 2) recruiting and hiring project

participants; 3) establishing wages and payments; 4) verifying deliveries; 5) paying project participants based on specified measurable outputs and job duties; 6) distributing announcements and other communications involving project schedules, work plans, and other relevant project information; 7) maintaining accurate records of all contracts, transactions, payments, invoices and other related accounting procedures, and 8) submitting progress reports as required.

The CKOA will consult with the Levy County Attorney for guidance regarding a subrecipient agreement and compliance with 2 CFR § 200.318 through § 200.326. Levy County will coordinate with the Gulf Consortium to ensure all procurement and other procedures of Levy County and CKOA are in compliance with the 2 CFR § 200.

| | |
|---|--------------------|
| TOTAL PROJECT OR PROGRAM FUNDS REQUESTED | \$2,080,054 |
| <i>Total Pre-Award Funds Requested</i> | <i>\$10,000</i> |
| <i>Total Direct Costs Requested</i> | <i>\$2,080,054</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) 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 50 hours for The Balmoral Group (\$8,500) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

| | |
|--|-----------------|
| TOTAL PRE-AWARD FUNDS REQUESTED | \$10,000 |
|--|-----------------|

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

3.1 PERSONNEL

NA

3.2 FRINGE BENEFITS

NA

3.3 TRAVEL

NA

3.4 CONSTRUCTION

NA

3.5 EQUIPMENT

NA

3.6 SUPPLIES

NA

3.7 OTHER DIRECT COSTS

No other direct cost are identified

TOTAL OTHER DIRECT COSTS: \$0.00

3.8 SUBRECIPIENTS

1. *Name of Subrecipient*—Levy County
2. *Method of Selection*— The Gulf Consortium established each of Florida’s 23 Gulf Coast counties as SEP project subrecipients; this includes Levy County, as reflected in the SEP. Levy County will work with their subrecipient, Cedar Key Oysterman Association (CKOA), to complete their scope of work. Levy County has an established relationship with CKOA, and they were selected for their 30 years of experience performing oyster restoration in the area.. CKOA has been involved in large scale, federally funded oyster restoration projects, including the \$6.8M Lone Cabbage Oyster Reef restoration (a project coordinated by University of Florida and involving numerous partners). CKOA has also been funded by NOAA, with funding passed through the Gulf States Marine Fisheries Commission and Florida Department of Agriculture and Consumer Services.
3. *Period of Performance*—9/17/2020 to 12/31/2027
4. *Scope of Work*—Levy County will directly manage its subrecipient to plan for, permit, implement and monitor oyster reef improvement in Suwannee Sound, Cedar Key, and Waccasassa Bay.
5. *Method of Accountability*— The Gulf Consortium has completed a risk assessment of Levy County based on review of recent policies and procedures and recent county annual financial reports. Internal controls will be improved by hiring an outside bookkeeper for monthly account reconciliation (see payroll procedures below). The Gulf Consortium management will be responsible for monitoring subrecipient performance to ensure technical and financial accountability. Twice-annual performance and financial reports will be required for subrecipients to deliver to Gulf Consortium management.

All procurements by CKOA will be reviewed by Gulf Consortium management and legal counsel before procurements are initiated to ensure they are in compliance with Gulf Consortium policies and 2 CFR 200. This will ensure that procurements are competitive whenever needed and will protect against conflicts of interest in CKOA’s participant selection. As part of an initial planning level milestone, procurement review procedures will be established for this project to detail how the numerous, unconventional procurements will be advertised and reviewed. The goal of the procedures establishment is to protect against conflicts of interest or other risks in the procurements for reef establishment implementation.

Levy County has procedures in place for subrecipient selection and monitoring in accordance with 2 CFR § 200.331. This process includes an extensive review of the subrecipient’s experience and financial integrity and capabilities. The Gulf Consortium will work with Levy County to be sure CKOA’s invoices are supported by documentation for participant payments or contractual services in full compliance with 2 CFR 200. The Gulf Consortium has worked closely with Levy County and CKOA to develop a procedure for payroll recording that includes an independent bookkeeper to provide additional internal controls.

Accounting reconciliation and invoicing will be monthly to ensure any errors in effort reporting or other areas are identified early. The result is that account reconciliation is separated from the duties completed by personnel hired to do other implementation tasks; an external bookkeeper for CKOA (from an outside firm) and accounting professionals at Levy County will be handling administrative duties. This procedure is summarized as follows.

- a. Team leaders (job supervisors) will be responsible for listing team participants on a daily basis; reporting their hours worked in the field log (field data sheets); and reporting whether participants qualify for a vessel allowance. There may be multiple field teams working at the same time.
 - b. Team leaders will attest to the accuracy of daily field logs and provide completed logs to the CKOA treasurer, who will transcribe the daily field logs on to weekly work ledgers (ex. small business accounting program software, Quickbooks).
 - c. Weekly work ledgers will be completed, reviewed for accuracy and approved by the person responsible for preparing the weekly work ledgers and weekly invoices.
 - d. Daily and weekly work reports will be maintained by the CKOA for additional reporting purposes required by the grant.
 - e. Work reports will be sent monthly to an independent (external) bookkeeper for reconciliation.
 - f. Monthly invoices will be sent to Levy County with supporting backup to include weekly work ledgers and the reconciliation reports from the bookkeeper
 - g. The Procurement Coordinator will be responsible for processing invoices and payments in accordance with the Levy County Grants Management Plan (Section 2-197).
 - h. After the CKOA receives payment from Levy County, then individual payroll checks would be issued to participants.
 - i. The CKOA would maintain records of payments for audit and tax purposes.
6. *Itemized Budget and Justification*— Subrecipient costs for Levy County will be used entirely for the county to support their subrecipient, the Cedar Key Oysterman Association (CKOA) to plan, implement, and monitor the oyster reef establishment.

The following sections describe the estimated budget amounts for Levy County’s subrecipient, CKOA:

The Project Management and payment approach described here is subject to revision based on the RESTORE Council’s approval of internal controls and related requirements as described in the Special Award Conditions. There are no paid staff; no funding for salaries is requested. The president of the CKOA will act as the Project Manager; but will not receive a salary. This position may change from year to year. Personnel will include all qualified project participants who will be paid based on hours worked, products delivered, or services provided. Wages will be established based on specific projects, job duties, and responsibilities; generally, about \$25.00 per hour. Wage determination will be reviewed by Gulf Consortium management to be sure wages are appropriate and there is no bias in wage rates relative to CKOA membership or other prior involvement with CKOA. The costs associated with paying participants to collect and release oysters, transport cultch, conduct assessments, and administer and manage the project account for a large portion of the operational budget. Also, the CKOA will pay fuel and vessel allowances to participants who use their own vessels during the projects. Additionally, CKOA will pay project participants and/or association members to perform administrative functions such as book keeping, accounting, and pay rolls.

Operational costs associated with purchasing cultch material, contacts for transport and delivery of cultch material, and payments to project participants to collect, transport and deliver live oysters or cultch represent the largest expenditures. Detailed accounting for operational and construction expenses cannot be presented until the actual projects are fully planned. Cultch material is expected to cost between \$75.00 to \$125.00 per cubic yard; or approximately \$25,000 per acre restored. Live oysters will be transported and delivered for \$1.25 to \$2.00 per bushel, or approximately \$15,000 per acre restored. Based on these values approximately 50 to 100 acres of oyster reefs could be restored.

A limited amount of travel may be required to meet vendors, inspect materials, or purchase equipment. Travel would be limited to in-state travel and the use of personal vehicles or rental cars. No specific details related to future travel can be provided at this time.

CKOA may select to contract or specific services; biological consultants, accounting support, photography, technical support, etc. CKOA will contract with an outside consultant regarding project activities associated with planning, permitting, oyster population assessments, pre-and post-project monitoring, determining oyster population parameters related to determining and identifying and mapping impaired reefs and restoration sites. The budgeted amount is based on an hourly cost (\$50.00 / hour) estimated from local sources and projects over the past five years.

The budgeted amounts for Planning/Design, Reef Construction, Monitoring, and Administration are described below:

Planning and Design and Permitting/Licensing Estimated Total Costs. \$200,000

The CKOA will be responsible for developing work plans, establishing logistical strategies to implement reef restoration activities, and applying an “adaptive management approach” throughout the project to determine when, where and how various management practices will work best for individual project components.

A competitively procured aquaculture specialist firm will assist the CKOA in developing work plans, applying for permits and licenses, and coordinating with regulatory agencies and collaborating researchers. The CKOA will pay the firm to perform specific services and activities associated with the project, including: developing project protocols; developing assessment protocols; mapping restoration sites; applying for the special activity license; submitting SAL Activity Reports; completing assessment reports.

Reef Construction Operations Estimated Total Costs \$1,600,000

The CKOA will be responsible for hiring qualified project participants. Qualified participants will act as individual part-time contractors who will receive compensation for services provided. Participants will perform tasks associated with the projects as directed by the CKOA. Tasks may include: 1) collecting, transporting and delivering live oyster seed and/or cultch material to construct and rehabilitate oyster reefs and acting as supervisors to oversee reef restoration activities. The cost associated with paying participants to collect and release oysters, transport cultch, and monitoring the project to ensure that project criteria and protocol are followed account for a large portion of the operational budget. Additionally, the CKOA will pay fuel and vessel allowances to participants who use their own vessels during the project.

The work associated with participating in re-seeding efforts is very difficult and requires certain skill sets, equipment and experience. In general, “qualified project participants” must understand the nature of the work, including; navigation skills, vessel operation, local working conditions, tidal cycles, weather, safe and unsafe circumstances, and a myriad of other factors associated with working on the water. Additionally, participants, as individual contractors, are required to provide their own means of transportation to and from specific re-seeding locations, which means having a seaworthy vessel to perform on-water operations. These jobs and the associated work are not for everyone. Few persons are capable of performing the requisite activities, and the CKOA has generally relied on its membership to participate and complete the required work. The CKOA will not discriminate among persons who want to participate in this project, as job performance will be the best indicator of “qualified project participants”.

The CKOA used the cost structure of a previous project primarily as an example of the proposed cost structure for the operational phase of the proposed Phase 1 project. Since the cost structure used for the previous project proved to be effective in accomplishing the project's two primary objectives, enhancing oyster resources and providing an economic boost to the affected fishermen; it was used as a working model to develop a cost structure for the proposed Phase 1 project.

The following amounts were paid to project participants during a previous oyster restoration project that involved reseeded depleted reefs using natural seed. Participants were paid \$1.25 per bushel for oysters collected and delivered to restoration sites. Participants who used their own vessels to collect and relocate oysters were paid a daily vessel allowance of \$50.00; and participants who worked as monitors were paid \$25.00 per hour and a daily vessel allowance of \$25.00. Participants that conducted the oyster stock assessments were paid an hourly wage of \$25.00 per hour; and daily vessel allowance of \$50.00 when personal vessels were used. It is anticipated that these values will be similar in the current project.

In a recent oyster restoration project conducted by University of Florida (UF), workers (local commercial fishers) who performed activities related to field research and monitoring were paid at a rate of \$235 per day (operator and vessel). The vessel allowance was included in the daily pay rate. The CKOA conducts negotiations with commercial fishermen who operate their own vessels to reach an acceptable amount that is fair and equitable, to encourage vessel operators to participate in the project; the UF rate of \$235 is offered for comparison and budget purposes, but actual rates will vary by size of boat, size of crew, distance travelled and so forth.

During clutching operation, a similar cost structure will be applied when participants use their own vessels to transport cultch material to restoration sites. However, there will be numerous variables affecting the transport and delivery of cultch material that cannot be accounted for prior to identifying restoration sites and working out the logistical challenges.

The CKOA may also enter into contracts with vendors who supply specific materials, perform specific work tasks, and provide specific services. The CKOA may pay vendors for 1) substrate materials such as processed or reef shell, and limestone aggregate; and 2) equipment used to transport and deposit cultch materials at stockpiles or on restoration sites.

Monitoring and Data Analysis Estimated Total Cost: \$100,000

Monitoring constitutes an essential component of the restoration project from the beginning to the end. Results of pre-project assessments and mapping are critical to identifying available resources, depleted and damaged resources, donor and recipient reefs, logistical challenges and the appropriate restoration methods. Oyster stock availability assessments will be important for planning the oyster restoration project and identifying donor and recipient reefs. Monitoring involves participants assisting with pre-project and post-project assessments, assisting with establishing the locations of restoration sites, and developing maps of restoration sites. Preliminary assessments will include a map of potential donor and recipient reefs and estimates of available oyster populations. Baseline stock assessments will provide data to evaluate various management strategies.

The CKOA will pay participants to conduct the sampling surveys based on an agreed upon sampling protocol, and to collect data to estimate of stock availability (baseline stock assessment) before and after restoration projects. Participants will be paid hourly wages (\$25.00/hour) to conduct oyster population assessments, and fuel and vessel allowances for participants using their own vessels.

Cost estimates for monitoring activities were based on the model cost structure of a previous project, where participants would be paid an hourly wage (\$25.00) to perform activities related to monitoring and stock assessment. Participants are expected to perform the bulk (90%) of the on-water monitoring and stock assessments. Monitoring and assessment activities will be designed to allow participants to perform the on-water tasks.

The CKOA will pay a competitively procured firm to perform specific services and activities associated with monitoring and assessment activities, including: developing assessment protocols; analyzing and reporting results; locating and mapping restoration sites; photo-documentation; and completing assessment reports. The CKOA would like to include aerial photography as part of the mapping component, perhaps using drones or other photographic techniques; it is likely that the CKOA will contract with other entities to provide these services.

The CKOA will be responsible for most administrative tasks associated with the project, including: 1) conducting organizational meetings to inform members about the project; 2) recruiting and hiring project participants; 3) establishing wages and payments; 4) verifying deliveries; 5) paying project participants based on specified measurable outputs and job duties; 6) distributing announcements and other communications involving project schedules, work plans, and other relevant project information; 7) maintaining accurate records of all contracts, transactions, payments, invoices and other related accounting procedures, and 8) submitting progress reports as required. Participants performing these activities will be paid an hourly wage of \$25.00 to \$40.00 depending upon the job description and requirements. The CKOA may also select to contract for specific accounting and book keeping services. Administrative costs may also include the purchase of office supplies; computers; printers; cameras; accounting, photographic, and mapping software; travel expenses; printing; etc. The Gulf Consortium managers will review all purchases and justification and will evaluate how equipment and supplies are allocated to this project to ensure they are exclusively used for this award or the costs are adjusted accordingly if supplies or equipment are used for other purposes. The Gulf Consortium planning milestone will include procedures for evaluation of purchases for reasonable cost, allowability, and allocability.

Table 1. Subrecipient's Cost Estimates

| Organization | Description | Amount | Pre-Award Costs? |
|--|------------------------------------|--------------------|--------------------------|
| CKOA | Planning and Design and permitting | \$200,000 | <input type="checkbox"/> |
| CKOA | Reef Construction Operations | \$1,600,000 | <input type="checkbox"/> |
| CKOA | Monitoring and Data Analysis | \$100,000 | <input type="checkbox"/> |
| TOTAL Subrecipient Fees to Subrecipient CKOA: | | \$1,900,000 | |

Table 2. Subrecipient's Total Costs

| Organization | Description | Amount | Pre-Award |
|-------------------------------|---|--------------------|--------------------------|
| Levy County | <i>Oyster reef restoration planning. Implement oyster reef projects based on an adaptive management approach, including: re-seeding projects; cultch deposition projects, re-habilitating seed reefs, incorporating re-seeding using hatchery-reared seed, reef maintenance activities. Data collection and analysis.</i> | \$1,900,000 | <input type="checkbox"/> |
| TOTAL SUBRECIPIENT(S): | | \$1,900,000 | <input type="checkbox"/> |

7. *NICRA—NA*

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. The contract with Leon County was negotiated by the Gulf Consortium.
3. *Period of Performance*—9/17/2020 to 3/31/2028.
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. Leon County Clerk will provide fiscal agent services to disburse funds and provide an additional level of financial accountability. The Balmoral Group will also provide technical assistance, through the development of a deliverable to establish procedures for internal controls, including 1) procurement reviews, 2) financial accountability, and 3) purchasing. This will result in increased contractual efforts for the early part of this project. Also, the annual grant management efforts for this project have been increased over the life of the project to account for additional oversight to improve internal controls.
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; 90 hours/yr; 679 hours total), legal services (Nabors Giblin & Nickerson, 120 hours total), and fiscal agent services (3 basis points of total disbursements). Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 50 hours for The Balmoral Group (\$8,500) and 6 hours for Nabors Giblin & Nickerson (\$1,500). The grant management services are expected to require more time than the typical Gulf Consortium projects due to the expanded role for Gulf Consortium management contractors in financial data review and procurement review. Note: contractual effort for the internal controls planning effort was budgeted separately for management and legal services (200 hours and 40 hours, respectively).

Table 3. Gulf Consortium Contractual Costs

| Organization | Description | Unit Cost | Quantity or Rate | Amount | Pre-Award Costs? |
|---------------------------|--|-----------|------------------|-----------|-------------------------------------|
| The Balmoral Group | <i>Grant management, oversight, reporting</i> | \$170/hr | 679 hours | \$115,430 | <input checked="" type="checkbox"/> |
| The Balmoral Group | <i>Planning milestone - Internal controls procedures establishment</i> | \$170/hr | 200 hours | \$34,000 | <input type="checkbox"/> |

| | | | | | |
|--------------------------------------|--|-----------------------|---------------------------------|------------------|-------------------------------------|
| <i>Nabors Giblin & Nickerson</i> | <i>Subrecipient agreements and legal services</i> | <i>\$250/hr</i> | <i>80 hours</i> | <i>\$20,000</i> | <input checked="" type="checkbox"/> |
| <i>Nabors Giblin & Nickerson</i> | <i>Planning milestone - Internal controls procedures establishment</i> | <i>\$250/hr</i> | <i>40 hours</i> | <i>\$10,000</i> | <input type="checkbox"/> |
| <i>Leon County Clerk</i> | <i>Fiscal agent services</i> | <i>3 basis points</i> | <i>% of total disbursements</i> | <i>\$624</i> | <input type="checkbox"/> |
| TOTAL CONTRACTUAL: | | | | \$180,054 | |

| | |
|------------------------------|--------------------|
| TOTAL OF DIRECT COSTS | \$2,080,054 |
|------------------------------|--------------------|

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

Indirect costs are not expected for this project

| | |
|--|------------|
| TOTAL OF ALLOWABLE INDIRECT COSTS | \$0 |
|--|------------|

5.0 PROGRAM INCOME

No program income is anticipated.

| | |
|---|------------|
| TOTAL PROGRAM INCOME ANTICIPATED | \$0 |
|---|------------|

6.0 CASH DRAWDOWN PROJECTIONS

Drawdown projects have been provided in RAAMS.

BUDGET SUMMARY

| | Amount |
|--|----------------|
| Personnel | \$0.00 |
| Personnel | \$0.00 |
| Fringe Benefits | \$0.00 |
| Travel | \$0.00 |
| Travel | \$0.00 |
| Project Oversight | \$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 |
| Postage | \$0.00 |
| Other Direct Costs | \$0.00 |
| Other Direct Costs | \$0.00 |
| Miscellaneous | \$0.00 |
| Subrecipients and Contractors | \$2,080,054.00 |
| Subrecipient | \$1,900,000.00 |
| Levy County | \$1,900,000.00 |
| Contractor | \$180,054.00 |
| The Balmoral Group | \$149,430.00 |
| Nabors Giblin & Nickerson | \$30,000.00 |
| Leon County | \$624.00 |
| Total Direct Costs | \$2,080,054.00 |
| Indirect Charges | \$0.00 |
| Indirect Charges | \$0.00 |
| Total Indirect Costs | \$0.00 |
| Total GCERC Costs | \$2,080,054.00 |
| Co-Funding | \$0.00 |
| Co-Funding | \$0.00 |
| Total Project Costs | \$2,080,054.00 |
| Income | \$0.00 |
| Project (program) income | \$0.00 |

MILESTONES

| Milestone/Activity | Milestone Type | Description | Start Date | Expected Date | Deliverable (Y/N) | Milestone Plan Amount (\$) |
|---|--------------------------------------|--|------------|---------------|-----------------------------|----------------------------|
| Grants Management and Oversight | Project Oversight/ Grants Management | Grant application development, oversight, legal, and fiscal services (including in-depth review of CKOA accounting deliverables and invoicing that is expected to be higher-frequency than most Gulf Consortium projects). Deliverables include progress and financial reports. | 9/28/2020 | 3/31/2028 | Yes | \$136,054 |
| Establish internal controls and policies for implementation | Project Oversight/ Grants Management | Internal controls procedures will be developed specifically for this project, with special emphasis of Gulf Consortium procurement reviews and financial oversight. Gulf Consortium management and legal contractors will develop procedures to ensure the numerous, unconventional procurements for oyster reef implementation are all compliant with Gulf Consortium procurement policies and 2 CFR 200. Deliverable: procedures document with detailed guidelines on how Gulf Consortium contractors will work with CKOA and Levy County to ensure robust internal controls. | 9/28/2020 | 6/30/2021 | Yes | \$44,000 |
| Develop plans | E&D | Develop design plans for oyster reef rehabilitation and establishment. All final design plans will be delivered to RESTORE Council and will be signed/stamped in accordance with state requirements for permitting and licensing. This milestone corresponds to metric PRM010. | 7/1/2021 | 12/31/2021 | Yes | \$100,000 |
| Obtain Permits / Licenses | Planning & Compliance | Develop data and information required to apply for permits and special activity licenses from responsible regulatory agencies. Develop and coordinate collaborative partnerships with regulatory agencies, researchers and other interest groups. Any permits or licenses obtained will be provided to RESTORE Council as deliverables. This milestone corresponds to metric PRM013. | 7/1/2021 | 12/31/2021 | Yes | \$100,000 |
| Data Collection and Analyses | Planning / Monitoring | Conduct pre-project stock assessments. Develop maps of restoration sites, develop metrics, photo-documentation and mapping. Continuous data collection and analyses to support adaptive management practices throughout the duration of the project. Conduct monitoring and stock assessment data, analyze and report data. Deliverables include: the pre-restoration oyster population assessment, maps of existing reefs and proposed restoration sites, and post-restoration monitoring data and analyses. These will be delivered in reports developed before and after reef rehabilitation efforts are implemented. | 7/1/2021 | 12/31/2027 | Yes, Data analyses, reports | \$100,000 |

| | | | | | | |
|--|---|---|----------|------------|-------------------------------|-------------|
| Implement Phase 1- Reseeding oyster reefs | Construction /Operations | Implement Phase 1 of the restoration project to re-seed depleted oyster reefs. Deliverables will include: maps of all re-seeded and restored reefs and a report documenting the construction efforts. | 1/2/2022 | 12/31/2022 | Yes, Reef restoration (acres) | \$250,000 |
| Implement Phase 2 - reefs restoration projects | Construction / Operations Adaptive Management | Implement oyster reef projects based on an adaptive management approach, including: re-seeding projects; cultch deposition projects, re-habitating seed reefs, incorporating re-seeding using hatchery-reared seed, reef maintenance activities. Deliverables will include: maps of all re-seeded and restored reefs and a report documenting the construction efforts. | 1/1/2023 | 12/31/2027 | Yes Reef Restoration (acres) | \$1,350,000 |

APPROVED METRICS

| | |
|-----------------------|---|
| Template Name: | Species Outcome |
| Metric Name: | SP001 - Population - Density (#individuals/acre) - Oysters |

| | |
|-------------------|----------|
| Baseline | 13000.00 |
| Current | 13000.00 |
| Completion | 25000.00 |

| | |
|---------------|--|
| Notes: | |
|---------------|--|

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

| | |
|-------------------|------|
| Baseline | 0.00 |
| Current | 0.00 |
| Completion | 1.00 |

| | |
|---------------|--|
| Notes: | |
|---------------|--|

| | |
|-----------------------|--|
| Template Name: | Habitat Restoration |
| Metric Name: | HR006 - Marine habitat restoration - Acres restored - Oysters |

| | |
|-------------------|-------|
| Baseline | 0.00 |
| Current | 0.00 |
| Completion | 50.00 |

| | |
|---------------|--|
| Notes: | |
|---------------|--|

| | |
|-----------------------|---|
| Template Name: | Capacity, Outreach, Incentives |
| Metric Name: | COI103 - Economic benefits - # jobs created - temporary jobs |

| | |
|-----------------|------|
| Baseline | 0.00 |
| Current | 0.00 |

| | |
|-------------------|------|
| Completion | 1.00 |
|-------------------|------|

| | |
|---------------|--|
| Notes: | |
|---------------|--|

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

| | |
|-------------------|------|
| Baseline | 0.00 |
| Current | 0.00 |
| Completion | 1.00 |

| | |
|---------------|--|
| Notes: | |
|---------------|--|

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

| | |
|-------------------|------|
| Baseline | 0.00 |
| Current | 0.00 |
| Completion | 1.00 |

| | |
|---------------|--|
| Notes: | |
|---------------|--|

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. GNSSP20FL0013-01-00 (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. GNSSP20FL0013-01-00 (Attachment A hereto).

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

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

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

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