

**FIRST AMENDMENT TO GULF CONSORTIUM SUBRECIPIENT AGREEMENT
NO. 200013122.01
BETWEEN THE GULF CONSORTIUM
AND
LEVY COUNTY**

This First Amendment to Gulf Consortium Subrecipient Agreement No. 200013122.01 is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **LEVY COUNTY**, a political subdivision of the State of Florida, whose address is 310 School Street, Bronson, Florida 32621 (hereinafter referred to as “Subrecipient”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, on September 22, 2022, the Parties entered into Gulf Consortium Subrecipient Agreement No. 200013122.01 (the “Subrecipient Agreement”), providing 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 State of Florida State Expenditure Plan (“FSEP”) FSEP Project No. 16-2, or some portion thereof; and

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

WHEREAS, the Parties desire to amend the Subrecipient Agreement as further described herein.

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

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

1. All references to the “Award” and the “Financial Assistance Award” within the Subrecipient Agreement shall refer to Grant No. GNSSP20FL0013-01-01, attached hereto as Exhibit “A” and incorporated herein by reference. As referenced within Grant No. GNSSP20FL0013-01-01, the scope of work for the Project shall be performed through the Subrecipient and there shall be no sub-subrecipients for this Project.
2. The Paragraphs 2 and 5 of the Cover Page to the Subrecipient Agreement are hereby amended as follows:
 2. ~~Subrecipient’s DUNS number (see 2 C.F.R. § 200.32 “Data Universal Numbering System (DUNS) number”): 073192924~~ Subrecipient’s UEI Number: CH3KLJ4Q7BA4
 5. Subaward Period of Performance:

Effective Date: June 30, 2022

Project Completion Date: March 31, 2028

Budget Period: September 30, 2020 – March 31, 2028

3. Section 11.C. of the Subrecipient Agreement is hereby amended as follows:

C. The Consortium may issue a decision on any audit findings contained within the Subrecipient's audit 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 10 hereof.

~~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.~~

4. Section 12.C. of the Subrecipient Agreement is hereby amended as follows:

C. Consistent with 2 C.F.R. §200.308(c)(6), unless described in the Award, the subcontracting of any work to be performed in connection with the Project requires prior written approval by the Consortium. All proposed procurement and solicitation documents for the subcontracting of any work to be performed in connection with the Project shall be submitted to the Consortium for review. 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.

~~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.~~

5. This Amendment shall become effective on the date signed by the last Party to execute the Agreement. All terms and conditions in the Subrecipient Agreement not amended herein shall remain in full force and effect.

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

GULF CONSORTIUM

LEVY COUNTY, FLORIDA

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Print Name and Title

Print Name and Title

EXHIBIT A

GRANT NO. GNSSP20FL0013-01-01

1. DATE ISSUED MM/DD/YYYY 05/01/2025		1a. SUPERSEDES AWARD NOTICE dated 09/22/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20FL0013-01-01 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20FL0013		5a. ACTION TYPE Post Award Amendment	
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 Ave Winter Park, FL 32789-3877		9b. GRANTEE PROJECT DIRECTOR Ms. Valerie Seidel 165 Lincoln Ave Winter Park, FL 32789-3877 Phone: [NO PHONE RECORD]	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Christopher Constance 165 Lincoln Avenue Winter Park, FL 32789-3877 Phone: unknown An authorized representative electronically signed the award on 05/20/2025		10b. FEDERAL PROJECT OFFICER Sheri Land 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-235-4985	

ALL AMOUNTS ARE SHOWN IN USD

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

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

This award changes the scope of work to have all work performed through Levy County. Special Award Condition (SAC) #4 Subrecipient Risk Mitigation, #7 Updates to the Data Management Plan, #8 Contractor Procurement, #9 Review of Drawdowns, #10 Updates to Guidance for Grants and Agreements at 2 CFR § 200.216 and 200.340, 85 FR 49506 (Aug. 13, 2020) have been removed, as they no longer apply.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 079937065	18b. EIN 461662290	19a. UEI LJCAH459JQ13	19b. DUNS 079937065	20. CONG. DIST. 10
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP20FL0013	c. 6013 NONIN	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 05/01/2025
GRANT NO. GNSSP20FL0013-01-01	

Special Award Conditions

1. 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. 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

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 (Removed)

5. Observational Data Management and Delivery

A. Data Sharing:

All data compiled, collected, or created under this Award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the actual 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. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the Award.

B. Timeliness:

Data must be provided to the Council on a yearly basis, and the public must be given access to data no

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 4	DATE ISSUED 05/01/2025
GRANT NO. GNSSP20FL0013-01-01	

later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the Award, whichever first occurs.

C. Author statement:

Data produced under this Award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

D. Failure to Share Data:

Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation:

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

F. Final Project Geographic Information System (GIS) files:

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

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.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 05/01/2025
GRANT NO. GNSSP20FL0013-01-01	

7. Updates to the Data Management Plan (Removed)

8. Contractor Procurement (Removed)

9. Review of Drawdowns (Removed)

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

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.

12. Engineering and Design Plans.

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

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

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

AWARD ATTACHMENTS

GULF CONSORTIUM

GNSSP20FL0013-01-01

1. Award notes

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)
- ☒ PRESIDENTIAL EXECUTIVE ORDER OF JANUARY 21, 2025
 1. REFERENCE IS MADE TO THE EXECUTIVE ORDER 14173, 90 FR 8633 (JANUARY 21, 2025) ENTITLED *ENDING ILLEGAL DISCRIMINATION AND RESTORING MERIT-BASED OPPORTUNITY*, AND TO THE AGREEMENT AND CERTIFICATION DOCUMENT DATED AS OF APRIL 21, 2025 MADE BY RECIPIENT IN CONNECTION THEREWITH (“CERTIFICATION”).

RECIPIENT CONFIRMS THAT THE CERTIFICATION REMAINS VALID AND IN FULL FORCE AND EFFECT.
 2. PURSUANT TO 2 CFR 200.101(B)(1), THIS CONFIRMS THAT THE CERTIFICATION WILL NOT FLOW DOWN OR APPLY TO SUBRECIPIENTS OF THE AWARD.

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

- ☒ BUDGET NARRATIVE

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

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

GCERC Internal Financial Codes:

FY20- Cat B 6013 - Cost Pool-GCCSTFL000

CAM 1 - GCCGCOASTALR

CAM 2 - GCCOTHERWSXX

CAM 3 - GCCPCOASTALR

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	\$1,700,000.00	\$0.00	\$380,054.00	Funding will be withheld until SACs 3 and 12 are fulfilled.*

*SAC 3: Permitting

*SAC 12: Engineering and Design Plans

REVISIONS TO SPECIAL AWARD CONDITIONS

Special Award Condition (SAC) #4 Subrecipient Risk Mitigation; #7 Updates to the Data Management Plan; #8 Contractor Procurement; #9 Review of Drawdowns and #10 Updates to Guidance for Grants and Agreements at 2 CFR § 200.216 and 200.340, 85 FR 49506 (Aug.13, 2020), and #11 Field Work and Safety have been removed, as they no longer apply.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

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

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
Non-Duplicative Use of RESTORE Act Funds	Compliance Requirement
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
Permitting	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.
Observational Data Management and Delivery	ISO-compliant metadata records for all data and derived work products, which must document how each data type is available to the public. Final Project Geographic Information System (GIS) files.

Updates to the Observational Data Plan	1) Updated Observational Data Plan (ODP) 2) Observational Data Closeout Report
E&D Plans for Ecosystem Restoration Projects	E&D plans stamped by a professional engineer

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial Report	9/1/2019 – 3/31/2021	4/30/2021 (Received)
Financial Report	4/1/2021 – 9/30/2021	10/30/2021 (Received)
Performance Report	9/1/2019 – 9/30/2021	10/30/2021 (Received)
Financial Report	10/1/2021 – 3/31/2022	4/30/2022 (Received)
Financial Report	4/1/2022 – 9/30/2022	10/30/2022 (Received)
Performance Report	10/1/2021 – 9/30/2022	10/30/2022 (Received)
Financial Report	10/1/2022 – 3/31/2023	4/30/2023 (Received)
Financial Report	4/1/2023 – 9/30/2023	10/30/2023 (Received)
Performance Report	10/1/2022 – 9/30/2023	10/30/2023 (Received)
Financial Report	10/1/2023 – 1/31/2024	2/29/2024 (Received)
Financial Report	2/1/2024 – 7/30/2024	8/29/2024 (Received)
Performance Report	10/1/2023 – 7/30/2024	8/29/2024 (Received)
Financial Report	8/1/2024 – 12/31/24	3/1/2025 (Received)
Financial and Performance Report	1/1/2025 – 12/31/2025	3/1/2026
Financial and Performance Report	1/1/2026 – 12/31/2026	3/1/2027
Financial and Performance Report	1/1/2027 – 12/31/2027	2/29/2028
Final Financial and Performance Report	1/1/2028 – 3/31/2028	7/29/2028