FIRST AMENDMENT TO GULF CONSORTIUM SUBRECIPIENT AGREEMENT
NO. 210023162.01
BETWEEN THE GULF CONSORTIUM
AND
PINELLAS COUNTY

This First Amendment to Gulf Consortium Subrecipient Agreement No. 210023162.01 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 **Pinellas County,** a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756 (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 27, 2021, the Parties entered into Gulf Consortium Subrecipient Agreement No. 210023162.01 (the "Subrecipient Agreement"), providing for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNSSP21FL0023 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.   Paragraph 5 of the Cover Page to the Subrecipient Agreement entitled "Subrecipient Period of Performance" is amended as follows:

Subaward Period of Performance:

Effective Date: September 27, 2021 (Date Executed by both Parties)

Project Completion Date: October 31, 2022

Budget Period: September 27, 2021 – October 31, 2022

2.   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

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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.~~

3.   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.~~

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

GULF CONSORTIUM

By:_____

Christopher G. Constance, Chairman
Print Name and Title

Date: **February 8, 2022**

Attest:

By:_____

Janina Stamoulis, Exec. Assistant
Print Name and Title

PINELLAS COUNTY, FLORIDA

By:_____

Barry A. Burton, County Administrator
Print Name and Title

Date: January 31, 2022