

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

This Third Amendment (“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 (the “Grant”) to Subrecipient such that Subrecipient may complete State of Florida State Expenditure Plan (“FSEP”) FSEP Project No. 16-2 (the “Project”), or some portion thereof; and

WHEREAS, the Consortium and RESTORE Council recently entered into an amendment to the Grant, Grant No. GNSSP21FL0023-01-02, which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter the “Grant Amendment”), which increases the award amount and amends the special award conditions applicable to the Project; 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:

1. The Grant Amendment, as defined in the recitals, is hereby incorporated into the Subrecipient Agreement by reference and made a material part thereof, including the Special Award Conditions contained therein. Subrecipient shall comply with all Special Award Conditions described in the Grant Amendment in performing the Project.

2. The Cover Page to the Subrecipient Agreement is hereby amended as follows:

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

1. Subrecipient name (which must match the registered name in sam.gov):
Pinellas County

2. ~~Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):~~ 073192924 Subrecipient's UEI Number: R37RMC63XKG1

3. Federal Award Identification Number (FAIN): GNSSP21FL0023

4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): April 26, 2021

5. Subaward Period of Performance:

Effective Date: September 27, 2021

Project Completion Date: ~~October 31, 2022~~ October 31, 2026

Budget Period: September 27, 2021 – ~~October 31, 2022~~ October 31, 2026

6. Total Amount of Federal Funds Subject to Award: ~~\$2,085,262.00~~
\$5,620,106.00

7. Total Amount of Federal Funds Obligated to the Subrecipient:
~~\$2,053,487.00~~ \$5,533,448

8. Total Amount of the Federal Award Subject to this Agreement:
~~\$2,053,487.00~~ \$5,533,448

9. Federal award project description:

The scope of work for this Project (FSEP No. 16-2) consists of the final engineering and design stages for new wastewater collection systems in 15 mobile home parks (MHPs) in the unincorporated Lake Seminole and Lealman areas of Pinellas County. The amendment to the original federal award includes funding to cover Services During Construction (SDC) and Construction Engineering and Inspection (CEI) services.

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

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

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

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until ~~December 31, 2024~~ October 31, 2026 (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.

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

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

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 ~~\$2,053,487.00~~ \$5,533,448 for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium’s Grants Management System Portal located at

<https://www.gulfconsortium.org/grant-resources> (“Grant Management Portal”), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). The minimum requirements regarding such Supporting Documentation are set forth in Attachment C, Supporting Documentation Requirements. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient’s accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient’s accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall

reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

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

PINELLAS 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

APPROVED AS TO FORM
By: Miles Belknap
Office of the County Attorney

EXHIBIT A

GRANT NO. GNSSP21FL0023-01-02

1. DATE ISSUED MM/DD/YYYY 12/16/2024		1a. SUPERSEDES AWARD NOTICE dated 12/15/2022 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. GNSSP21FL0023-01-02 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP21FL0023		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 05/11/2020		Through MM/DD/YYYY 12/31/2026	
7. BUDGET PERIOD MM/DD/YYYY From 04/26/2021		Through MM/DD/YYYY 12/31/2026	
8. TITLE OF PROJECT (OR PROGRAM) 16-2: Wastewater Collection System Improvements			

**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	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) 5,620,106.00	
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 2,085,262.00	
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,534,844.00	
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period 5,620,106.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	0.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	0.00	c. 4	f. 7
i. Contractual	5,620,106.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	5,620,106.00	a. DEDUCTION	
k. INDIRECT COSTS	0.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	5,620,106.00	c. MATCHING	
m. Federal Share	5,620,106.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	0.00	e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No)		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:	
This amendment adds \$3,534,844 in federal funding. Award conditions related to the eODP and data management plans are not necessary for this project have been removed. One additional condition was added for engineering and design documentation. All other terms and conditions from previous award and amendments remain in effect.		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.	

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. GNSSP21FL0023	c. 6013 NONIN	d. \$3,534,844.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 12/16/2024
GRANT NO. GNSSP21FL0023-01-02	

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. Grant Project Performance and Financial Reporting

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

3. Documentation of Completion of Project-Specific Planning Work Products:

- A. Final engineering and design plans stamped by a professional engineer
- B. Environmental compliance documentation produced during planning for all applicable environmental laws

AWARD ATTACHMENTS

GULF CONSORTIUM

GNSSP21FL0023-01-02

1. award note
2. GNSSP21FL0023 Revised Reporting Schedule

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)

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:

FY25 - CatB 6013 - Cost Pool- GCCSTFL000

CAM 1 - GCCGWATERQUL

CAM 2 - GCCTAMPABAYX

CAM 3 - GCCPWATERRES

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$5,620,106.00		\$3,534,844.00	\$5,620,106.00	

REVISED SPECIAL AWARD CONDITIONS

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.
Documentation of Completion of Project-Specific Planning	Documentation of completion of project-specific planning (i.e., final engineering and design plans and documentation of compliance with all applicable environmental laws and requirements)

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial and Performance Reports	1/1/2024 – 12/31/2024	2/28/2025
Financial and Performance Reports	1/1/2025 - 12/31/2025	2/28/2026
Final Financial and Performance Reports	1/1/2026 - 12/31/2026	4/30/2027

REVISED REPORTING SCHEDULE

Report Due	Reporting Period	Report Due Date
Financial and Performance Reports	5/12/2021 – 3/31/2022	5/30/2022 (Received)
Financial and Performance Reports	4/1/2022 – 3/31/2023	5/30/2023 (Received)
Financial and Performance Reports	4/1/2023 – 12/31/2023	2/29/2024 (Received)
Financial and Performance Reports	1/1/2024 – 12/31/2024	3/1/2025
Financial and Performance Reports	1/1/2025 – 12/31/2025	3/1/2026
Final Financial and Performance Reports	1/1/2026 – 12/31/2026	4/30/2027