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**Executive Committee Call Agenda  
November 7, 4:00 p.m. EDT  
Dial-in Number: +1 (571) 317-3129  
Access Code: 676-357-821#**

1. Call to Order and Roll Call
2. Public Comment
3. Approval of October 24 Executive Committee Meeting Minutes
4. Executive Committee Discussion and Review of three Gulf Consortium Draft Policies for recommendation to the board
  - a. Subrecipients Policy
  - b. Accounting and Financial Management Policy
  - c. Grants Manual
5. Upcoming Gulf Consortium Board Meeting
  - Thursday, November 29, 2018
  - 4:00 PM, EDT
  - Grand Salons A-C, located on the second level
  - Tampa Marriott Waterside Hotel & Marina
  - 700 S Florida Ave, Tampa, FL 33602
6. Adjourn

## **Notice of Meeting/Workshop Hearing**

### OTHER AGENCIES AND ORGANIZATIONS

#### Gulf Consortium

The Gulf Consortium announces a public meeting of its Executive Committee via communications media technology to which all persons are invited to participate.

DATE AND TIME: November 7, 2018 at 4:00 pm (ET)

PLACE: This meeting will be conducted via communications media technology (teleconference). Interested persons may participate by telephone via the following:

Dial in Number +1 (571) 317-3129

Participant Passcode: 676-357-821

Interested persons may also participate in the meeting at the following location, at which communications media technology will be provided:

The Balmoral Group, 165 Lincoln Avenue, Winter Park, FL 32789

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will meet to evaluate draft policies, procedures, and regulations for The Gulf Consortium. A copy of the agenda may be obtained at [www.gulfconsortium.org](http://www.gulfconsortium.org) or by contacting: Craig Diamond at 407-629-2185 or [Gulf.Consortium@balmoralgroup.us](mailto:Gulf.Consortium@balmoralgroup.us).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting Craig Diamond at 407-629-2185 or [Gulf.Consortium@balmoralgroup.us](mailto:Gulf.Consortium@balmoralgroup.us). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

If any person decides to appeal any decision made by the Executive Committee with respect to any matter considered at this meeting, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, please contact Craig Diamond at 407-629-2185 or [Gulf.Consortium@balmoralgroup.us](mailto:Gulf.Consortium@balmoralgroup.us).

**Gulf Consortium Executive Committee Policy Review Meeting**  
**November 7, 2018, 4:00 p.m., Eastern**  
**The Balmoral Group Office - Conference Call**



<u>County</u>	<u>Executive Committee Member</u>	<u>Present</u>
Escambia	Commissioner Grover Robinson	
Gulf	Warren Yeager	
Levy	Commissioner John Meeks	
Charlotte	Commissioner Chris Constance	
Pasco	Commissioner Jack Mariano	

## **AGENDA ITEM 3**

**Gulf Consortium Executive Committee  
November 7 2018**

**Agenda Item 3  
Approval of October 24, 2018 Minutes**

**Statement of Issue:**

Request to approve the minutes of the October 24, 2018 meeting of the Executive Committee.

**Options:**

- (1) Approve the October 24, 2018 minutes as presented; or
- (2) Amend and then approve the minutes.

**Recommendation:**

Motion to approve Option 1.

**Prepared by:**

The Balmoral Group  
General Manager

**Attachment:**

Draft Minutes, October 24 meeting of the Executive Committee.

**Action Taken:**

Motion to: \_\_\_\_\_, Made by: \_\_\_\_\_;

Seconded by: \_\_\_\_\_.

Approved\_\_\_\_; Approved as amended\_\_\_\_; Defeated\_\_\_\_\_.

**Gulf Consortium Executive Committee Meeting  
October 24, 2018, 4:00 p.m. (Eastern)  
Teleconference**

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**Members in Attendance:** Secretary-Treasurer John Meeks (Levy), Commissioner Chris Constance (Charlotte), and Commissioner Jack Mariano (Pasco).

**Also In Attendance:** Dan Dourte (The Balmoral Group), Valerie Seidel (The Balmoral Group), Lynn Hoshihara and Evan Rosenthal (Nabors, Giblin & Nickerson), Peter Bos

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**Agenda Item 1 – Call to Order and Roll Call**

Secretary-Treasurer Meeks called the meeting to order at 4:02pm (ET). Attendees as above.

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**Agenda Item #2 – Public Comment**

There were no public comments.

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**Agenda Item #3 – Executive Committee Discussion and Review of three Gulf Consortium Draft Policies for recommendation to the board**

Commissioner Meeks asked Commissioners Constance and Mariano if they had reviewed the policies included in the packet: conduct, communications and procedures. They affirmed. Commissioner Constance asked for background on the policies pertaining to where the text primarily came from. Valerie Seidel (The Balmoral Group) said the sources included Restore and other OSA approved county policies. Lynn Hoshihara (NGN) had reviewed each of the policies in the packet. Commissioner Constance asked about the Ethical Requirements and Conflicts of Interest section of the Conduct Policy, specifically including consultant in the conflict of interest. He noted that the Florida Statutes did not have consultant included in it and asked why the consortium would add it. Lynn Hoshihara commented that the consortium does not have direct employees and adding the consultants language offers additional protection to the consortium since it covers NGN and TBG. It also matched the language in the SEP. Commissioner Constance asked to see the specific language in the SEP relating to this. Evan Rosenthal (NGN) commented that he had the document and would send to Commissioner Constance. Commissioner Mariano concurred on Commissioner Constance's comments. Commissioner Meeks asked about clarification on the Social Media aspect of the policy. Lynn Hoshihara replied that posting on individual social media accounts would be fine unless the content was specific Consortium related business which is likely to come before the Consortium for formal action, in which case it would be governed by the Sunshine Law. Meeks and Constance commented on the costs for public records requests and Valerie Seidel clarified that the costs were based on less than 30 minutes of effort. Commissioner Constance made the motion to approve moving forward the conduct, communications and procedures to the full board with no major issues by the Executive Committee. Commissioner Mariano seconded. All in favor. None oppose.

**Executive Committee Recommended the Policies Move to Full Board Review**

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**Agenda Item #4 – Executive Committee Discussion and Review of two Gulf Consortium Draft Policies**

Commissioner Meeks introduced the next two policies to the board: procurement and internal controls. Valerie Seidel responded to Commissioner Constance's request for background on the policy text by stating largely the text was from Pinellas County because they were the first to be approved by Council, as

well as defaulting to text from Fed where possible. She also noted that the Consortium was expecting to have only a few procurements. There were a few items in the Internal Controls policy which required discussion including who would handle the Audit Review (continue with the Executive Committee or a separate Audit Review Board) and who would handle any required Whistleblower complaints. Commissioner Constance asked who would be the final reviewer for these policies once approved by full board. Valerie Seidel replied the policies were part of the implementation to get the Consortium out of the high risk designation for grant funds and the policies would go to Restore with the OSA. Commissioner Constance commented to move the document as is forward to the full board for discussion of an option for the Executive Committee (5 people) to handle the Audit Review or an Audit Committee of 9 persons (and discuss where the 9 would come from). Regarding the whistleblower, Commissioner Meeks noted that keeping it as the General Manager would be in the Consortium's best interest. Commissioner Constance and Commissioner Mariano agreed. Commissioner Constance made the motion to approve moving forward the draft procurement and internal control policies to the full board with a note that discussion and decisions would be required on part of the policies. Commissioner Mariano seconded. All in favor. None oppose.

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**Executive Committee Recommended the Policies Move to Full Board Review**

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**Agenda Item #5 – Upcoming Board Meeting**

The next board meeting is November 29<sup>th</sup> in Tampa. Commissioner Constance asked if there were any FAC events overlapping. Dan Dourte (The Balmoral Group) commented that they were working with FAC to get a time that did not overlap and at this time it was set for 4pm. Dan Dourte also asked the commissioners if they wanted to set one or two more policy review meetings. All were good with setting another meeting to review the remaining policies prior to the board meeting.

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**Agenda Item #11 - Adjournment**

There being no further business, the Committee adjourned at 4:37 pm.

Respectfully submitted,

## **AGENDA ITEM 4**



## **AGENDA ITEM 4a**

# Subrecipient Policy

of

## The Gulf Consortium



October 2018

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## **1. BACKGROUND**

Compliance with federal funding rules, and in particular RESTORE Council policies, is a requirement for all Gulf Consortium grant awards. RESTORE Council requires that subrecipients must comply, and require each of their subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all pertinent federal rules and regulations. 2 CFR Part 200 is the primary governing regulatory framework for federal grant activity, and the Financial Assistance Standard Terms and Conditions, available on RESTORE Council's website ([restorethegulf.gov](http://restorethegulf.gov)) provides additional detail of other pertinent rules and regulations.

This Subrecipient Policy is intended to ensure subrecipient compliance with the Gulf Consortium's policies and procedures in order to expedite grant award and funding activities.

## **2. SCOPE OF WORK**

The recipient must only use funds obligated and disbursed under Award Agreements for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Gulf Consortium first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

## **3. PERIOD OF PERFORMANCE; PRE-AWARD COSTS**

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. The Consortium specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

## **4. INDIRECT COSTS**

The subrecipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (Cost Principles).

- a. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the subrecipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the subrecipient's budget.

- b. Unallowable direct costs are not recoverable as indirect costs.
- c. The maximum dollar amount of allocable indirect costs charged to an award shall be the lesser of:
  - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Consortium; or,
  - ii. The total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the award end date.

## **5. COST SHARING AND BUDGET LIMITATIONS**

- a. The subrecipient is not required to contribute any matching funds. However, tracking of matching funds is a performance requirement of any Grant Award that was made with a condition of additional funding. To the extent that additional funding is not made available the subrecipient may be required to reimburse The Consortium for the Grant Award.
- b. The subrecipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying The Consortium.

## **6. PROGRAM INCOME**

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

## **7. INCURRING COSTS OR OBLIGATING FEDERAL FUNDS BEYOND THE EXPIRATION DATE**

The subrecipient must not incur costs or obligate funds under an Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by The Consortium.

Under extraordinary circumstances, and at The Consortium's sole discretion, The Consortium may approve the recipient's request for an extension of the 90-day closeout period.

## **8. TAX REFUNDS**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the subrecipient during or after the

period of performance must be refunded or credited to The Consortium if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (Cost Principles). The subrecipient agrees to contact The Consortium immediately upon receipt of these refunds.

## **9. SUBAWARD REQUIREMENTS**

- a. The Gulf Consortium is obligated to perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200. As such, all subrecipient agreements shall incorporate all the terms and conditions required by Council, including any Special Award Conditions, and must include the information at 2 C.F.R. §200.331.
- b. The Gulf Consortium shall review and document subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The Gulf Consortium must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, the RESTORE Act Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The Gulf Consortium shall provide training and technical assistance to the subrecipient as necessary.
- e. The Gulf Consortium shall, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. The Gulf Consortium shall maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
  - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
  - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.



- iii. A subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
- iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient.

## **10. RECIPIENT REPORTING AND AUDIT REQUIREMENTS**

### **10.1 Financial Reports**

- a. Subrecipients must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by The Consortium), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the subrecipient must describe by budget category the use of all funds received.
- c. The report must be signed by an authorized certifying official who is the employee authorized by the subrecipient organization to submit financial data on its behalf.
- d. The subrecipient must submit all financial reports to the Finance Manager, unless otherwise specified by The Consortium in writing.

### **10.2 Performance Reports**

- a. The subrecipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The subrecipient must submit all performance reports in (a) above, via email to the Finance Manager, unless otherwise specified by The Consortium in writing, and the subrecipient must complete these reports according to the following instructions:
- c. SF-PPR: In the "performance narrative" attachment (section B of the SF- PPR), the subrecipient must provide the following information:
  - i. In Section B-1:

- 1) Summarize activities undertaken during the reporting period;
  - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
  - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
- ii. In Section B-2:
- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
  - 2) Summarize any challenges that have impeded the subrecipient's ability to accomplish the approved scope of work on schedule and on budget.
- iii. In Section B-3:
- Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.
- iv. In Section B-4:
- Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.
- v. In Section B-5:
- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
  - 2) Describe any other activities or relevant information not already provided.
- vi. In Section B-6:
- Summarize the activities planned for the next reporting period.
- 1) "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
  - 2) "RESTORE Act Milestones Report": Instructions are provided on the report form.

### **10.3 Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the subrecipient must inform The Consortium as soon as the following types of conditions become known:
- b. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- c. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- d. The subrecipient must:
  - 1) Promptly provide to The Consortium a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
  - 2) Immediately notify The Consortium of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

#### **10.4 Audit Requirements**

The subrecipient is responsible for complying with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

#### **10.5 Operational Self-Assessment**

The subrecipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of its active Grant Awards. Only one *Operational Self-Assessment* must be submitted per subrecipient per year. In completing the form, the subrecipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to [gulfconsortium@balmoralgroup.us](mailto:gulfconsortium@balmoralgroup.us), unless otherwise specified in writing by The Consortium. The form may be downloaded at [www.gulfconsortium.org](http://www.gulfconsortium.org).

### **11. FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS**

- a. Subrecipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all subrecipients' financial management systems must be sufficient to:
  - i. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance

Reports, as well as any additional reports required by any Special Award Conditions;

- ii. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
  - iii. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the subrecipient by The Consortium under the RESTORE Act.
  - iv. Identify and track all RESTORE Act awards received and expended by the assigned grant project number, which will be assigned by the Consortium.
  - v. Record the source and application of funds for all activities funded by a Consortium Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract agreements, etc.
  - vi. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The subrecipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
- b. The subrecipient must have in place written procedures to implement the requirements set forth in Award Disbursement, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (Cost Principles) and the terms and conditions of this Award.
- c. The subrecipient must establish and maintain effective internal controls over the Consortium Award in a manner that provides reasonable assurance that the subrecipient is managing the Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The subrecipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When

and if an instance of noncompliance cannot be remedied by the subrecipient, the subrecipient must promptly report the instance of noncompliance to The Consortium followed by submitting a proposed mitigation plan to The Consortium.

- d. The subrecipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

## **12. RECORDS RETENTION REQUIREMENTS**

- a. The subrecipient must retain all records pertinent to the Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the subrecipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term “records” includes but is not limited to:
  - i. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
  - g. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);
  - h. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to the Award;
  - i. All supporting documentation for the performance outcome and other information reported on the subrecipient’s SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
  - j. Any reports, publications, and data sets from any research conducted under this Award.
- b. If any litigation, claim, investigation, or audit relating to the Award or an activity funded with Award funds is started before the expiration of the three-year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
- c. If the subrecipient is authorized to enter into contracts to complete the approved scope of work, the subrecipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. §

### **13. THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE**

#### **13.1 Access to Records**

- a. The Consortium, Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the subrecipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the subrecipient is authorized to enter into contracts to complete the approved scope of work, the subrecipient must include in its contract a requirement that the contractor make available to The Consortium, Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

#### **13.2 Access to the Subrecipient's Sites.**

The Consortium, Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

### **14. AWARD DISBURSEMENT**

- a. Unless otherwise specified in a Special Award Condition, The Consortium will require Award funds to be disbursed on a reimbursement basis. The Consortium may require pre-approval of drawdown requests. If The Consortium requires pre-approval of drawdown requests, The Consortium will provide the subrecipient with instructions on what billing to submit. The Consortium will make payment within 30 calendar days after receipt of the billing, unless The Consortium determines the request to be improper, in which case payment will not be made.
- b. To the extent available, the subrecipient must disburse funds available from program

income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

- c. The Consortium will use the Leon County Clerk of Court's office to disburse payment of Award funds via electronic funds transfer. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Subrecipients shall request their funding request via Form GC-1, which can be obtained at [www.gulfconsortium.org](http://www.gulfconsortium.org). Awards paid through ACH may contain controls or withdrawal limits set by The Consortium.
- d. The subrecipient must minimize the time between the transfer of funds from The Consortium and the use of the funds by the recipient. The subrecipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

## **15. EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL**

In the event of a federal government shutdown, Treasury will issue guidance to Council and in turn to The Consortium, who will in turn notify the subrecipient concerning the expected effects on any Award.

## **16. NOTIFICATIONS AND PRIOR APPROVALS**

### **16.1 Notifications**

In addition to other notifications required under these Standard Terms and Conditions, the subrecipient must promptly notify The Consortium in writing whenever any of the following is anticipated or occurs:

- a. Except for changes described in (16.2) below, the subrecipient may revise the budget without prior approval. If the subrecipient alters the budget, the subrecipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to The Consortium as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute The Consortium's approval of the revised budget.

### **16.2 Prior Approvals**

- a. The subrecipient must obtain prior written approval from The Consortium whenever any of the following actions is anticipated:
  - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
  - ii. A need to extend the period of performance;
  - iii. A need for additional federal funds to complete the activity, project,

- or program;
- iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
  - v. The subawarding, transferring or contracting out of any work under the Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
  - vi. Any transfer between the non-construction and construction activities; and
  - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for the Award. Any extension of the period of performance requires prior written approval from The Consortium.

## **17. PROPERTY**

### **17.1 General Requirements**

- a. The subrecipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The subrecipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under the Award unless authorized in the approved scope of work.

### **17.2 Supplies and Equipment**

- a. Requirements:
  - i. Equipment and Supplies: During the period of performance, the subrecipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under the Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The subrecipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after



the end of the period of performance, the subrecipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the subrecipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

## **18. AMENDMENTS AND CLOSEOUT**

### **18.2 Amendments**

- a. The terms of the Award may be amended with the written approval of the subrecipient and The Consortium.
- b. The Consortium reserves the right to amend the terms of any Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason the Award should be amended.

### **18.3 Closeout**

- a. The Consortium will close out each Award when it determines that all applicable administrative actions and all required work of the Award have been completed.
- b. Within 90 calendar days after the end of the period of performance, the subrecipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on contracts, if applicable, plus a final SF-425 report, unless the subrecipient requests, and The Consortium approves, an extension.
- c. The subrecipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the subrecipient requests, and Treasury approves, an extension.
- d. Within 90 days after receipt of reports in paragraph (a) of this section, The Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payment to the subrecipient for allowable, unreimbursed costs.
- e. The closeout of the Award does not affect any of the following:
  - i. The right of The Consortium or Council to disallow costs and recover funds on the basis of a later audit or other review;
  - ii. 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;

- iii. The subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

## **19. PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER POT 3**

In addition to all the Standard Terms and Conditions described in Sections 3 to 18 of this document, all Gulf Consortium awards include the following Program-Specific Terms and Conditions:

### **19.1 Administrative Costs**

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the subrecipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

### **19.2 Oil Spill Liability Trust Fund**

The subrecipient and its contractors must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. The subrecipient must not use Gulf Consortium funds to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

## **20. STANDARD TERMS AND CONDITIONS**

Standard Terms and Conditions shall apply to all subrecipient awards.

## **21. FINANCIAL REQUIREMENTS**

### **21.1 Applicable Regulations**

Grant Awards are subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

## **22. REMEDIES FOR NONCOMPLIANCE**

If the Consortium determines that the subrecipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions:

- a. Impose additional Special Award Conditions such as:
  - i. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
  - ii. Requiring additional activity, project, or program monitoring,
  - iii. Requiring the subrecipient or one or more of its contractors to obtain technical or management assistance, and/or
  - iv. Establishing additional actions that require prior approval;
- b. Temporarily withhold payments pending correction of the noncompliance;
- c. Disallow from funding from the Award all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the Award;
- e. Withhold additional Awards; and/or
- f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

The Consortium will notify the subrecipient in writing of The Consortium's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that The Consortium proposes to pursue. The subrecipient will have 30 calendar days to respond and provide information and documentation contesting The Consortium's proposed determination or suggesting an alternative remedy. The Consortium will consider any and all information provided by the subrecipient and issue a final determination in writing, which will state The Consortium's final findings regarding noncompliance and the remedy to be imposed.

In extraordinary circumstances, Consortium may require that any of the remedies above take

effect immediately upon notice in writing to the recipient. In such cases, the subrecipient may contest Consortium's determination or suggest an alternative remedy in writing to Consortium, and the Consortium will issue a final determination.

**22.3** Instead of, or in addition to, the remedies listed above, the Consortium may refer the noncompliance to Treasury Office of Inspector General for investigation or audit. The Consortium will refer all allegations of fraud, waste, or abuse to the Treasury Consortium Inspector General.

**22.4** The Consortium may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the subrecipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If The Consortium determines that the remaining portion of this Award will not accomplish the purpose of this Award, The Consortium may terminate this Award in its entirety.

**22.5** If this Award is terminated, The Consortium will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

**22.6** Costs that result from obligations incurred by the subrecipient during a suspension or after termination are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the subrecipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## **23. DEBTS**

### **23.1 Payment of Debts Owed the Federal Government**

- a. Any funds paid to the subrecipient in excess of the amount to which the subrecipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the subrecipient. A debt is delinquent if it has not been paid by the date specified in Consortium's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. The Consortium will refer any debt that

is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm). The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by the Consortium.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

### **23.2 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by the Consortium, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

## **24. NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The subrecipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all contracts contain these nondiscrimination requirements.

### **24.1 Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity

receiving or benefitting from federal assistance;

- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) (“ADA”), including the ADA Amendments Act of 2008 (Public Law 110-325, (“ADAAA”), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

#### **24.2 Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

#### **24.3 Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), “Equal Employment Opportunity,” as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

#### **24.4 Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly

exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

#### **24.5 Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the subrecipient nor any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Consortium Board Member or the Board's General Counsel
- b. A Member of Congress or a representative of a committee of Congress;
- c. An Inspector General;
- d. The Government Accountability Office;
- e. A Treasury employee responsible for contract or grant oversight or management;
- f. An authorized official of the Department of Justice or other law enforcement agency;
- g. A court or grand jury; and/or
- h. A management official or other employee of the subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

#### **25. REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS**

25.1 Subrecipients that are authorized to enter into contracts to accomplish all or a portion of the approved scope of work must verify that a proposed contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Subrecipients may not enter into a contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.

25.2 The subrecipient must ensure that any agreements or contracts with contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

25.3 The subrecipient must include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

## **26. DRUG FREE WORKPLACE**

The subrecipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the subrecipient take steps to provide a drug-free workplace.

## **27. LOBBYING RESTRICTIONS**

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the subrecipient of this Gulf Consortium Award.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

### **27.1 Certification**

- a. Each person who requests or receives from the Consortium an Award shall file with the Consortium a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any contractor or subcontractor, at any tier, who receives a contract or



subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 C.F.R.

- d. U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

## **27.2 Disclosure of Lobbying Activities**

- a. The recipient of the Award, if the grant exceeds \$100,000, shall file disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that Award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 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 grant.
- b. Every recipient of a contract or subcontract under the Award, if the grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the

erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,

- d. Pursuant to 31 C.F.R. § 21.110(c), every subrecipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
  - ii. A change in the persons(s) influencing or attempting to influence; and/or
  - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- e. The award subrecipient must submit its form SF-LLLs, as well as those received from contractors and subcontractors, to the Consortium within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- f. The award subrecipient must include a statement in all contracts and subcontracts exceeding \$100,000 in federal funds, contract or subcontract is subject to 31 U.S.C. § 1352,
- g. The award subrecipient must require contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

## **28. PROCUREMENT**

- 28.1 The subrecipient 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 C.F.R. 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 by the preceding fiscal year exceeded \$10,000; 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.

28.2 The subrecipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the subrecipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

28.3 The subrecipient, contractor, and/or subcontractor must not sub-grant or sub- contract any part of the approved project to any agency or employee of the Consortium and/or other federal department, agency, or instrumentality without the prior written approval of The Consortium. The Consortium will forward all requests to Council for review before making a decision. The Consortium will notify the subrecipient in writing of the final determination.

## **29. ENVIRONMENTAL REQUIREMENTS**

The subrecipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the subrecipient is permitted to enter into any contract, the contract will include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract, and require the contractor (vendor) to comply with all of these and to notify the subrecipient if the contractor becomes aware of any impact on the environment that was not noted in the subrecipient's approved application package:

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112

### **30. MISCELLANEOUS REQUIREMENTS AND PROVISIONS**

The subrecipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its contractors and subcontractors to comply. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices

published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions. This list is not exclusive:

### **30.1 Prohibition Against Assignment by the Subrecipient**

Notwithstanding any other provision of this Award, the subrecipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of The Consortium.

### **30.2 Disclaimer Provisions**

- a. The United States expressly disclaims any and all responsibility or liability to the subrecipient or third persons for the actions of the subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any contract, or subcontract under this Award.
- b. The acceptance of an Award by the subrecipient does not in any way constitute an agency relationship between the Gulf Consortium and the subrecipient.

### **30.3 Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported

project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

### **30.4 Political Activities**

The subrecipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### **3.0.5 American-Made Equipment and Products**

The subrecipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

### **30.6 Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the subrecipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

### **30.7 The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the subrecipient engages in certain activities related to trafficking in persons.

- a. *Provisions applicable to a subrecipient that is a private entity.*
  1. You as the subrecipient, your employees, contractors under this Award, contractor’s employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
    - ii. Procure a commercial sex act during the period of time that this Award is in effect; or
    - iii. Use forced labor in the performance of this Award or subawards under this Award.
  2. We as the awarding entity may unilaterally terminate this Award, without penalty, if you or contractor that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this Section; or

- ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
  - 1) Associated with performance under this Award; or
  - 2) Imputed to your contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a subrecipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a contractor that is a private entity—
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
  - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
    - i. Associated with performance under this Award; or
    - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any subrecipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  1. “Employee” means either:
    - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this Award; or
    - ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
      - B. A for-profit organization
  4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

**30.8 The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. The information is available at [www.USASpending.gov](http://www.USASpending.gov). The FFATA Subaward Reporting System



(FSRS) is the reporting tool federal prime awardees (i.e., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.

- c. Subrecipients of RESTORE Act funding are hereby made aware that they are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The Consortium is required to file a FFATA subaward report by the end of the month following the month in which the Consortium makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. The report is filed electronically at <http://www.fsr.gov>. The subrecipient does not have additional reporting obligations; the reporting is managed by the Consortium.
- d. The subrecipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the subrecipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a subrecipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

### **30.9 Subrecipient Integrity and Performance Matters (80 FR 43301, July 22, 2015)**

#### **Reporting of Matters Related to Subrecipient Integrity and Performance**

- a. *General Reporting Requirement*

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the subrecipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or

administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*b. Proceedings About Which The Subrecipient Must Report*

The subrecipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Consortium;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

*c. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The subrecipient does not need to submit the information a second time under assistance awards that the subrecipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

*d. Reporting Frequency*

During any period of time when the subrecipient is subject to the requirement in paragraph 1 of this award term and condition, the subrecipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Subrecipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

*e. Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - 1) Only the Federal share of the funding under any Federal award with a subrecipient cost share or match; and
  - 2) The value of all expected funding increments under a Federal

award and options, even if not yet exercised.

### **30.10 Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from a Consortium Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the Gulf Consortium under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury.”

### **30.11 Foreign Travel**

- a. The subrecipient may not use funds from this Award for travel outside of the United States unless the Consortium provides prior written approval.
- b. The subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency’s mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral “Open Skies Agreements” (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple “Open Skies Agreements” currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State’s website <http://www.state.gov/e/eeb/tra/>.

- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the subrecipient must receive prior approval from the Consortium. When requesting such approval, the subrecipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the subrecipient to provide The Consortium with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the subrecipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the subrecipient must provide The Consortium with a copy of the agreement or a citation to the official agreement available on the GSA website. The Consortium shall make the final determination and notify the subrecipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the subrecipient not being reimbursed for any transportation costs for which the subrecipient improperly used a foreign air carrier.

### **31. SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE POT 3 FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY**

### **32. ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY**

#### **32.2 Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The subrecipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The subrecipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The subrecipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

#### **32.3 Title**

Prior to receiving Consortium authorization to start construction, the subrecipient must furnish evidence, satisfactory to the Consortium, that the subrecipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

#### **32.4 Permitting Requirements**

Prior to receiving Consortium authorization to start construction, the subrecipient must furnish evidence, satisfactory to the Consortium, that subrecipient has received all federal,

state and local permits necessary for the completion of the project.

### **32.5 Federal Interest in Real Property**

“Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act funds, which must be held in trust by the Subrecipient for the benefit of the project for the Estimated Useful Life of the project, during which period the Consortium retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

### **32.6 Estimated Useful Life**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the subrecipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by the Consortium, during which the Consortium anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the subrecipient has proposed an Estimated Useful Life from the date of construction completion. The Consortium’s issuance of the grant agreement represents its concurrence with the subrecipient’s proposed Estimated Useful Life.

The subrecipient’s obligation to the federal government continues for the Estimated Useful Life of the project, as determined by the Consortium, during which Consortium retains an undivided equitable reversionary interest (the “federal interest”) in the property improved, in whole or in part, with the Consortium investment.

If the Consortium determines that the subrecipient has failed or fails to meet its obligations under the terms and conditions of this award, Consortium may exercise its rights or remedies with respect to its federal interest in the project. However, the Consortium’s forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

### **32.7 Commencement of Construction**

The subrecipient should not commence construction prior to the date of the Award. The subrecipient must make a written request to the Consortium for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for the Consortium reimbursement, the Consortium must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn without the Consortium’s written permission. If the subrecipient commences construction prior to the Consortium’s determination, the subrecipient

proceeds at its own risk.

The Consortium will only review contract amendments or change orders which change the scope of a contract.

### **32.8 Use of Real Property**

Encumbering real property on which there is a federal interest without prior the Consortium approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of the Consortium, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by the Consortium. The subrecipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the subrecipient must obtain disposition instructions from Consortium consistent with 2 C.F.R. § 200.311.

### **32.9 Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a “Covenant of Purpose, Use and Ownership” (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a “Covenant of Purpose, Use and Ownership” (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of the Consortium to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to the Consortium, must include the name and current address of the subrecipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient

agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of the Consortium; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the subrecipient takes without the written permission of the Consortium.

- b. The subrecipient agrees to provide to the Consortium an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that the Consortium retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. The Consortium requires an opinion of counsel for the subrecipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by the Consortium. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- e. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

### **32.10 Administration, Operation and Maintenance**

The subrecipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The subrecipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation



is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the subrecipient from honoring its contractual obligations under this Agreement and which, by exercise of the subrecipient’s reasonable care, diligence and foresight, such subrecipient was unable to avoid.

Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the subrecipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

### **32.11 Reporting Requirement**

The subrecipient must 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 a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

### **32.12 Insurance**

The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the subrecipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

### **32.13 Bonding**

- a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the subrecipient or pass-through entity may request in writing that The Consortium accept its bonding policy and requirements. If the Consortium determines that the federal interest in the project is adequately protected, the subrecipient or pass-through entity need not comply with the following three bonding requirements. For all other subrecipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as

follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **32.14 Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to The Consortium’s authorization to commence construction in a designated 100-year floodplain, the subrecipient must provide evidence satisfactory to the Consortium of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100- year floodplain has expired and that identified concerns (if any) have been addressed to the Consortium’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to the Consortium’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the subrecipient must provide evidence satisfactory to the Consortium of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the subrecipient will purchase flood insurance.

#### **32.15 Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The subrecipient must comply with these regulations and must obtain compliance with 41§ 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:  
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The subrecipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

### **32.16 Contracting with small and minority businesses, women’s business enterprise, and labor surplus area firms**

The subrecipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

### **32.17 Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must

be 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 contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to The Consortium. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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 or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to The Consortium.

### **32.18 Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [subrecipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on

the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

***41 C.F.R. § 60-1.4 Equal opportunity clause.***

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor 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 contractor's legal duty to*

*furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor 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 contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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 contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

### **32.19 Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II

of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). The Consortium deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects.

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## **AGENDA ITEM 4b**

# Accounting and Financial Management Policy of The Gulf Consortium



October 2018

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## **1. Financial Management for Federal Requirements**

- 1.1. The Gulf Consortium's information systems and accounting systems are designed to meet all federal program requirements, including reporting requirements.
  - 1.1.1. The accounting and financial management systems shall follow Generally Accepted Accounting Principles (GAAP).
  - 1.1.2. The accounting system shall be accrual based.
  - 1.1.3. The accounting and financial management systems shall support Generally Accepted Auditing Standards (GAAS).
- 1.2. The Gulf Consortium shall produce regular financial statements.
  - 1.2.1. Monthly financial statements shall be presented to each Board meeting.
  - 1.2.2. The annual financial statements shall be presented to the Board meeting for acceptance and offered for the annual audit.
- 1.3. The financial management system shall be maintained in a manner sufficient to permit preparation of reports required by the applicable statutes and regulations and the Gulf Consortium's grant agreement.
- 1.4. Tracking of specific grant funding for each project and County will be maintained and reconciled monthly.
  - 1.4.1. Corresponding financial reports shall be presented to each Board meeting.
- 1.5. Tracking of Gulf Consortium funding against Trust Fund availability shall be maintained and reconciled quarterly.
  - 1.5.1. Due to federal reporting cycles, the quarterly reconciliation shall be completed not more than 75 days following the end of the quarter.
  - 1.5.2. Corresponding financial reports shall be presented at the next Board meeting following the quarterly reconciliation.
- 1.6. Tracking of required funding from non-Consortium sources shall be maintained and reconciled monthly.
  - 1.6.1. Corresponding financial reports shall be presented to each Board meeting.

## **2. Tracking of Allowed or Unallowable costs**

- 2.1. The accounting system of the Gulf Consortium designates a Project number and cost center for all direct expenses associated with each specific project.
- 2.2. Each recorded cost is segregated for allowed or unallowable costs, in accordance with 2 CFR part 200.403.
  - 2.2.1. Determination of allowed or unallowable costs is the responsibility of the Finance Manager.
  - 2.2.2. Actual expenditures or outlays shall be compared to budgeted amounts for each grant
- 2.3. Allowed costs must be tracked against specific grant budgets.
- 2.4. Unallowable costs must be tracked against Gulf Consortium budget.
- 2.5. The Finance Manager will ensure that sufficient funding exists for all costs incurred prior to approval for payment.

### 3. Tracking of Direct costs

- 3.1. Direct costs shall be defined in accordance with 2 CFR 200.413, as those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- 3.2. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. See also § 200.405 Allocable costs.
- 3.3. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as indirect costs may also include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities or other institutional service operations.
- 3.4. The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:
  1. Administrative or clerical services are integral to a project or activity;
  2. Individuals involved can be specifically identified with the project or activity;
  3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and
  4. The costs are not also recovered as indirect costs.
- 3.5. **Minor items.** Any direct cost of minor amount may be treated as an indirect (F&A) cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all Federal and non-Federal cost objectives.
- 3.6. The costs of certain activities are not allowable as charges to Federal awards. However, even though these costs are unallowable for purposes of computing charges to Federal awards, they nonetheless must be treated as direct costs for purposes of determining indirect (F&A) cost rates and be allocated their equitable share of the non-Federal entity's indirect costs if they represent activities which:
  1. Include the salaries of personnel,
  2. Occupy space, and
  3. Benefit from the non-Federal entity's indirect (F&A) costs.
- 3.7. For nonprofit organizations, specific rules apply. See 2 CFR 200.413(f).

### 4. Tracking of Indirect (F&A) costs

- 4.1. Indirect costs shall be defined in accordance with 2 CFR 200.414, which refers also to F&A or Facilities and Administration costs. Indirect costs are those that have been incurred for common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort

disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose in like circumstances has been assigned to a Federal award as a direct cost.

1. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.
  2. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).
  3. For nonprofit organizations, library expenses are included in the "Administration" category; for institutions of higher education, they are included in the "Facilities" category.
- 4.2. It is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

## **5. Federal Agency Acceptance of Negotiated Indirect Cost Rates**

- 5.1. Subrecipients may have a Negotiated Indirect Cost Rate with the Federal awarding agencies. State and local governments generally will have an Indirect Cost Rate with the Federal government. Classification of NICR costs shall ensure compliance with specific grant requirements, if applicable.

## **6. Cash Management**

- 6.1. The Gulf Consortium shall rely on the Clerk of Courts of Leon County as its fiscal agent to receive treasury funds and to process disbursements.
  - 6.1.1. The fiscal agent shall establish a separate non-interest bearing account used for the receipt of RESTORE ACT (Pot 3) funds only.
  - 6.1.2. The fiscal agent provides distribution and paying agent services to effectuate payments, receive moneys from the Trust Fund, and is compensated on a cost reimbursement basis under contractual agreement.
  - 6.1.3. The Consortium has established a Payment account which is held separately from other funds of the Consortium and is used only to pay or reimburse Qualified Expenditures. Monthly bank statements for the Payment Account are sent to the Consortium and to the Clerk.

- 6.1.4. The Consortium shall provide for the electronic transfer of funds into the Payment account and shall send notification to the Clerk with each deposit.
- 6.1.5. The Consortium shall ensure that the Clerk has access to the Payment account for purposes of processing payments (either through writing checks or direct deposits), monitoring transactions, and effectuating any necessary stop payments; provided, however, the Clerk shall not have wire transfer access to the Payment account.
- 6.1.6. The Consortium shall provide an electronic signature for check printing purposes.
- 6.1.7. The Consortium shall be responsible for maintaining a sufficient balance in the Payment Account to satisfy payment of Approved Invoices.
- 6.2. **Approved Invoices.** The Consortium shall process, approve and forward approved Invoices to the Clerk for payment from the Payment Account. Approved Invoices shall bear or be accompanied by a mark of approval or imprimatur of the Consortium including words to the effect of "Approved for payment by the Gulf Consortium on [date of approval]," followed by the signature of an Authorized Signatory, together with a copy of the related contract or purchase order if one exists.
- 6.3. **Approved Signatories.** The Consortium may add or change Authorized Signatories by written notice to the Clerk signed by the Chair of The Consortium and attested by its Secretary. At the outset, the Consortium hereby designates the following as Approved Signatories:
  - 1. Valerie Seidel, General Manager.
  - 2. Craig Diamond, General Manager
- 6.4. The Consortium shall provide the Clerk with a copy of its budget for each Fiscal Year upon adoption, and with contracts, grant agreements, signed quarterly and annual grant reports, and such other documents as the Clerk may reasonably request.
- 6.5. The Consortium shall be responsible for preparing and submitting close- out documentation to the granter agency.
- 6.6. At all times during the pendency of this Agreement, the Consortium shall have and maintain sole responsibility for the following:
  - 6.6.1. Determining whether a given activity, expenditure or cost comprises a Qualified Expenditure.
  - 6.6.2. Taking such actions as may be necessary to satisfy applicable requirements and prerequisites or obtain any approvals from state, Federal or any other authorities required in order to approve payments and expenditures from the Payment Account and/or Trust Fund proceeds.
  - 6.6.3. Agreeing to and satisfying such conditions, including audit requirements, as may be necessary under the RESTORE Act to ensure that amounts

disbursed from the Trust Fund will be used and expended in accordance with the RESTORE Act.

6.6.4. Providing such certifications as may be required by the RESTORE Act.

6.6.5. Developing and administering standard procurement rules and regulations governing projects, programs and activities.

6.6.6. Facilitating return of used funds, if any, on deposit in the Payment Account in the manner required by the RESTORE Act

6.7. The Clerk's responsibilities hereunder include the following:

6.8. **Payment of Approved Invoices.** The Clerk shall receive Approved Invoices from the Consortium and process same for payment from the Payment Account, either through writing checks or direct deposit.

6.9. **Internal Financial Controls.**

6.9.1. The Clerk shall designate duly authorized officers or deputies to act and fulfill the various obligations contemplated hereunder.

6.9.2. The Clerk shall maintain a financial management system (cash receipts, disbursement tracking, detailed activity ledger, cash control register, property control register including equipment purchases).

6.9.3. The Clerk shall maintain a separate ledger for administration costs and Qualified Expenditures.

6.9.4. The parties hereto acknowledge that the Consortium does not anticipate processing indirect cost invoices for payment. In the event any such invoices are submitted to the Clerk for payment, the Clerk shall utilize the countywide Cost Allocation Plan adopted by the Board of County Commissioners of Leon County, Florida, with respect to indirect costs.

6.9.5. The parties hereto acknowledge that the Consortium does not currently have employees, and does not contemplate having employees in the future. in the event the Consortium determines to hire employees, the Consortium shall so notify the Clerk and the Clerk will maintain Policies and Procedures for timesheet submittal/approval.

6.9.6. The Clerk shall maintain Policies and Procedures for invoice submittal/approval, in accordance with the requirements of the Local Government Prompt Payment Act.

6.10. **Reporting.**

6.10.1. The Clerk shall designate duly authorized officers or deputies to act and fulfill online monthly reporting

6.11. **Recordkeeping.**

6.11.1. The Clerk shall establish an on-site and fully accessible recordkeeping system. All records will be maintained in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.



- 6.11.2. The Clerk shall maintain copies of recording of disbursements and cash receipts for three (3) years, or longer if required by federal grant law.
  - 6.11.3. The Clerk shall retain all grant-related records for six (6) years.
- 6.12. **Amendments/Modifications.** The Clerk shall submit the proper Amendment/Modification forms provided by the granter agency.
- 6.13. **Monitoring.** The Clerk will provide monitoring of financial controls in accordance with federal grant law.
  - 6.13.1. Notwithstanding anything herein to the contrary, the Clerk may re- assign or re-designate the officers or deputies specified above, in the sole discretion of the Clerk and without notice to the Consortium.
  - 6.13.2. The Clerk shall promptly notify the Consortium in the event the funds on deposit in the Payment Account are insufficient to process payment or reimbursement of an Approved Invoice. In such case, unless directed in writing by an Authorized Signatory, the Clerk shall not process a partial payment of the Approved Invoice but shall wait to process payment until sufficient funds have been deposited into the Payment Account to pay the Approved Invoice in full.
  - 6.13.3. The Clerk shall promptly notify the Consortium in the event one or more Approved Invoices submitted to the Clerk for payment exceed the amount budgeted by the Consortium for the underlying project, program or activity. In such case, the Clerk shall not process payment of any invoice(s) which exceed the budgeted amount until the Consortium provides the Clerk with a budget amendment.
  - 6.13.4. The Clerk shall provide such reasonable assistance as may be necessary for the Consortium to undertake the responsibilities set forth in Section 3.01 hereof or as otherwise may be required by the RESTORE Act; provided, however, that costs incurred by the Clerk in providing such assistance shall be paid for or reimbursed by the Consortium.

## **7. Acknowledgments**

- 7.1. The RESTORE Act provides extensive requirements and prerequisites for the expenditure of funds derived from the Trust Fund, and the Consortium shall have and maintain sole responsibility for determining whether a given activity, expenditure or cost comprises a Qualified Expenditure, and for taking such actions as may be necessary to satisfy applicable requirements and prerequisites or obtain any approvals from state, Federal or any other authorities required in order to approve payments and expenditures from the Payment Account and Trust Fund proceeds.

## **8. Compensation**

8.1. The Fiscal Agent shall be compensated for its costs in providing professional services, in accordance with the executed contract. The Consortium's budget shall reflect the costs of the fiscal agent as an operating expense.

8.2. The Consortium shall maintain proper segregation of duties for cash receipts, disbursement tracking, job cost detail ledger, and property control register.

### **8.3. Cash Receipts**

8.3.1. The Finance Manager shall maintain the official Cash Receipts Log records for The Gulf Consortium.

8.3.2. A designated staff member shall record all Gulf Consortium checks upon receipt in the presence of another individual; both shall sign the daily Cash Receipts Log.

8.3.3. The designated staff member shall prepare the bank deposit documentation and maintain copies with the Cash Receipts Log.

### **8.4. Disbursement Tracking**

8.4.1. The Finance Manager shall maintain the official Disbursements Register records.

8.4.2. A designated staff member shall prepare checks (for non-grant expenditures) or check requests (for grant-related expenditures) to make payment of approved invoices.

8.4.3. Copies of all disbursements and corresponding approved invoices marked "Paid" shall be attached to the Disbursements Register. If the disbursement results in property acquired by the Consortium, the Property Register shall be updated accordingly.

8.4.4. Monthly, the Disbursements Register shall be reconciled to the Bank Statement.

### **8.5. Job Cost Detail Ledger**

8.5.1. The Finance Manager shall maintain the official Job Cost Detail Ledger records.

8.5.2. A designated staff member shall prepare transactions for entry into the official accounting system.

8.5.3. All entries shall be prepared with supporting documentation identifying budget category, project/grant number, and approving authority.

8.5.4. Job Cost Detail shall be reconciled monthly.

### **8.6. Property Control Register**

8.6.1. The Finance Manager shall maintain the official Property Control Register records.

8.6.2. A designated staff member shall monitor the Property Control Register monthly against the Disbursements Register.

- 8.6.3. An inventory of all physical equipment and other property shall be conducted and a report confirming that all property is accounted for shall be prepared and filed for audit purposes.
- 8.6.4. The General Manager shall review and initial the monthly reconciliation.
- 8.7. The Finance Manager shall maintain timely accurate records in the federal RAAMS system.
  - 8.7.1. The Finance Manager shall maintain appropriate safeguards in RAAMS approval processes.
  - 8.7.2. Authorized individuals shall certify and submit payment requests in RAAMS for Consortium approval.
  - 8.7.3. The Finance Manager shall ensure that a minimal amount of time elapses between transfer of funds from the U.S. Treasury and disbursement of the funds to vendors.

## **AGENDA ITEM 4c**

Grant Manual  
of  
The Gulf Consortium



October 2018

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## 1. Definitions

1. "Agreement/Contract" means all types of agreements, regardless of what they may be called, for the purchase or disposal of supplies, services, materials, equipment, or construction and which name the terms and obligations of the business transaction.
2. "Board" means the Board of Directors of the Gulf Consortium.
3. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
4. "Contractor/Consultant" means any person having a contract with the Consortium.
5. "Contractual Services" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and other professional and technical services.
6. "Contractual Services Contract" is a contract for a contractor's time and effort rather than the furnishing of specific commodities. Satisfactory completion of the service and/or a specified period of time or date completes such contract.
7. "Data" means recorded information, regardless of form or characteristic.
8. "Designee" means a duly authorized representative of a person holding a superior position.
9. "General Manager" shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
10. "Grants Administrator" shall refer to the staff so designated by the entity contracted to provide programmatic and implementation service for Consortium grants.
11. "Implementation Milestone" refers to a project activity that results in a defined portion of a project being completed.
12. "Person" means any business, individual, committee, club, other organization, or group of individuals.

13. "Professional Services" shall include, but not be limited to, those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his professional employment or practice.
14. "Procurement" means buying, procuring, leasing, or otherwise acquiring any materials, supplies, services, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
15. "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance.

## **2. PURPOSE, SCOPE, AND AUTHORITY**

### **1.1. PURPOSE**

The purpose of this handbook is to establish uniform guidelines instructing the Gulf Consortium (hereafter Consortium), member counties, and consultants in the pursuit of grant funding and the management of grant awards. The handbook describes the grants administration policy and procedures of Consortium associated with:

- Grant Identification, Application, and Tracking
- Grant Award Notification, Review, and Acceptance
- Grant Oversight and Monitoring
- Grant Accounting and Reporting
- Grant Subrecipient Monitoring
- Grant Close-out

### **1.2. SCOPE**

These grant administration procedures apply to all grants pursued by the Consortium and subrecipient member counties awarded by the RESTORE Council, and define the roles and responsibilities of Consortium consultants pertaining to the management of external funding and compliance with prescribed grant and Consortium requirements. This document and other important grants information can be found on [www.gulfconsortium.org](http://www.gulfconsortium.org).

This document is not a comprehensive listing of all rules, regulations, or laws relating to grants administration, but is a guide of standardized procedures to direct the Consortium in the pursuit, application, and management of grant proposals and awards. All sub-recipients are responsible for the establishment and maintenance of internal controls to be used in conjunction with established Consortium standards.

#### **1.2.1. Grant Ethics & Conflict of Interest**

Grant Ethics shall be consistent with: The Florida Code of Ethics for Public Officers and Employees, located at Chapter 112 of the Florida Statutes; Consortium's Conflict of Interest policy; the Sunshine Law; and any other federal laws regarding conflicts of interest in grant management.

### **1.3. GOVERNING LAWS AND REGULATIONS**

#### **1.3.1. Federal**

- Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code.
- 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 – Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (a.k.a. the “Omni Circular”). This is often referred to as the Super Circular. Includes former Single Audit Act of 1984 as amended in 1996.

- A-133 Audits of States, Non-Profits, and Local Organizations and Circular A-133, 2015 Compliance Supplement.
- 2 CFR Part 200, Appendix XI, Compliance Supplement.

### **1.3.2. State**

- Florida Statutes, Chapter 125
- Florida Administrative Code & Florida Administrative Register
- Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits
- Florida Single Audit Act, Florida Statutes 215.97

### **3. CONSORTIUM GRANTS ADMINISTRATION POLICY**

#### **3.1. PURPOSE/MISSION**

The purpose of this policy is to set forth guidance for the application of grant proposals and the administration of grants awarded to the Consortium that ensure the efficiency and impact of grant funded programs, services, and capital improvements; limit the Consortium's and sub-recipient's exposure to grant related legal liability; and assure grantors and the public that the Consortium shall discharge its responsibilities with the highest of standards.

The Consortium has implemented internal controls in accordance with the COSO framework and adherence to 2 CFR 200 and other federal internal control guidelines. These policies can be found on the Consortium website: (will need a link when policies are posted)

#### **4. ROLES AND RESPONSIBILITIES**

All parties engaged in preparing grant proposals and administering grant awards or responsible for grant funded assets serve an important role in the success of project outcomes and objectives and ensuring that all grant terms and conditions and budgetary and regulatory requirements are met.

Below are the larger roles in the management and administration of grant funded projects received by the Consortium and a representational list of the responsibilities. See Grants Process Flow Chart in **Appendix 3** for visual representation.

##### **4.1. THE CONSORTIUM BOARD OF DIRECTORS**

All grant applications to the RESTORE Council will require the Chairperson to sign off, on behalf of the Board, on the grant before submittal. All contract documents will be approved in form by the Board.

##### **4.2. CONSORTIUM MANAGER**

The Manager is responsible for performing and coordinating the ongoing administration, compilation, submission and oversight of Consortium grants. The Manager is required to have staff capable of performing these duties while maintaining sufficient internal controls. The General Manager will direct flow of subrecipient grant applications through Consortium processing to the RESTORE Council. The General Manager will provide adequate resources and staff for the appropriate project management duties and grant award management, and assist sub-recipient staff members and coordinators of the member counties who may serve as project/program managers, award managers, and support staff for grant awards. The Manager is responsible for maintaining adequate financial records to ensure compliance with federal and state accounting and financial reporting requirement for all grants administered by them. Generally Accepted Accounting Principles (GAAP) shall be used. The Manager will prepare the SEFA (Schedule of Expenditures of Federal Awards). Additionally, the Manager validates that expenditures being sought for reimbursement are properly charged in Project Accounting and General Ledger systems, and reviews documentation attached in Project Accounting to ensure completeness and currency of support for audit trail purposes.

##### **4.3. FISCAL AGENT**

The fiscal agent for the Consortium is involved with grants from the financial perspective. The fiscal agent will be responsible for disbursing funds for Accounts Payable and receiving funds for Accounts Receivable. The fiscal agent will bolster the Consortium's internal controls and separation of duties by having an independent third party manage the flow of cash in conjunction with the Manager's administration.

##### **4.4. OTHER CONSULTANTS**

The Consortium may from time to time contract with other professional services companies to provide the Consortium with services like audit support, Best Available Science support or

architectural and engineering services to support and oversee the sub-recipient grants. These consultants will work with the Manager and the Board, as circumstances dictate.

#### **4.5. SUBRECIPIENT MEMBER COUNTIES**

As the body submitting grant applications to the Consortium, the Subrecipient member counties shall designate an official point of contact (“POC”) for all grant application correspondence. The POC shall be the primary source for any clarifying information needed to complete the Consortium’s grant application to Council, notice of award or requests for additional information, and other administrative and technical questions.

#### **4.6. GRANTS ADMINISTRATION**

The Grants Administrator is the primary individual responsible for programmatic and implementation activities of Consortium grants. Although some tasks may be delegated, the Grants Administrator is the chief accountable person for the overall implementation of the grant award and meeting the terms and conditions of the award, and for representing the project to the grantor.

The Grants Administrator shall:

1. Tracks grant awards and consults with subrecipient member counties all grant related events (i.e. notices received from granting agencies, extensions, amendments, budget revisions, etc.)
2. Ensure that awarded grant projects are implemented according to the terms and conditions of the award contract/agreement.
3. Ensure that subrecipients are aware of responsibilities for monitoring funding from other sources and reporting timely and accurately
4. Ensure that subrecipients are aware of responsibilities for grant reporting requirements, reimbursement review process and submittal timelines (see Subrecipient Checklist – **Appendix 2**).

#### **4.7. GENERAL COUNSEL**

The general counsel provides legal advice, counsel, and legal representation to the Consortium. The general counsel prepares and negotiates contracts, settlements, and other documents pertinent to grant awards.

#### **4.8. AUDIT COMMITTEE**

The audit committee is responsible for reviewing the financial records audit of the Consortium as prepared by staff and/or the external auditor.

#### **4.9. INDEPENDENT AUDITOR**

The independent auditor examines and evaluates the internal control systems and procedures Consortium use to carry out the assigned responsibilities of the organization being audited, including the implementation requirements of a department for administering grant funds. The

independent auditors review the Consortium's financial reports and verify compliance with Single Audit Act.



## **5. PRE-AWARD PROCEDURES: GRANT APPLICATION AND TRACKING**

### **5.1. PREPARING FOR THE APPLICATION**

There are certain essential elements necessary for successful submission of a grant application.

### **5.2. UNDERSTANDING GRANT ELIGIBILITY**

In order to be eligible for Consortium funding, a grant application must satisfy the following criteria:

1. The proposed project was included in the approved State Expenditure Plan, or an approved amendment.
2. The proposed work achieves completion of one of the defined Implementation Milestones.
3. The total amount of funding from all sources that is required to achieve the Implementation Milestone is committed and confirmed available.

Grant applications which do not meet all three of the above-listed elements are ineligible for Consortium funding. Once all three elements have been satisfied, the Grant Application process may commence.

### **5.3. THE APPLICATION PROCESS**

#### **5.3.1. Application Preparation**

Preparing the application is the responsibility of the Grants Administrator. Every project requires a complete grant application from the County, and in turn a complete grant application to Council. The Grants Administrator may combine numerous grant applications from Counties having similar Implementation Milestones in order to prepare grant applications to Council for the purpose of reducing volume of grants. The Consortium will complete ensure adequate Best Available Science (BAS) reviews, where applicable (see **Appendix 3** Grant Process Flow Chart).

#### **5.3.2. Preparing the Application**

General Counsel will confirm whether the subrecipient grant application is subject to review by State Executive Order 12372. This is especially true if the project affects Florida's environment or water quality, such as construction or transportation and pertains to one or more of the following state and federal laws:

- a. Section 216.212, Florida Statutes
- b. Florida Coastal Management Program (FCMP)
- c. Coastal Zone Management Act (CZMA)
- d. National Historic Preservation Act (NHPA)
- e. National Environmental Policy Act (NEPA)
- f. Outer Continental Shelf (OCS) Lands Act; and
- g. Involves projects which have been determined to have a significant effect on Florida's environment.

#### **5.3.3. Preparing the Proposal Document**

It is the Grant Administrator's responsibility to prepare and submit the grant proposal

application. To the extent that the application received from the subrecipient requires clarification, additional detail or other information, it is incumbent on the Grant Administrator to obtain the additional information quickly and thoroughly. Narrative portions of the Grant Application must be prepared concisely and comprehensively to minimize the likelihood of returns by Council requesting additional information. **As the Consortium serves as the administrator of RESTORE Funds for the Consortium Counties, it is not the intent to reinvent guidance which Council has published. It is strongly suggested to refer to Council guidance on the Grant Application process (Section III B of the Recipient Proposal and Award Guide found at <https://www.restorethegulf.gov>).**

See **Appendix 4** – Grant Submission Checklist for the complete list of required and conditionally required documents for grant applications.

#### **5.3.4. Implementation Milestones**

To ensure compliance with RESTORE Council and Federal rules and regulations, it is important to understand the Implementation Milestones associated with each project. The Council will not release funds from the Trust Fund until 100 percent of the funding required for completion of the particular milestone has been secured, confirmed, and committed. Proposed projects must have been included in the State Expenditure Plan. If a county determines a change is needed to a project included in the SEP, an amendment to the SEP must be filed. Amendments to the SEP require both Board and Council approval, and as such must be planned with approximately five months' advance notice.

Implementation Milestones are defined as follows:

1. Feasibility Study and Conceptual Design – Feasibility analysis and/or Conceptual or Preliminary Design and Engineering resulting in 30% plans.
2. Final Design and Permitting – Includes final design and engineering, the preparation of construction plans appropriate for inclusion in a procurement package, and applying for and obtaining any required permits. Where preliminary design has not been completed, preliminary design can be incorporated so long as the project has not fundamentally changed in scope. Permitting is not a sufficient Implementation Milestone in and of itself to support a grant application.
3. Construction – The construction of any capital project, including procurement of construction services.
4. Installation – Refers to projects that do not involve construction, but rather the transportation, placement, and/or installation of materials for use associated with environmental and/or natural resource restoration, enhancement, resiliency, or similar work. Examples include, but are not limited to, reef restoration or living shorelines.
5. Land Acquisition (with or without Feasibility Study) – Refers to the funding of land acquisition for permanent use related to a project. If a feasibility study is required to select the property to be acquired, the feasibility study shall be funded

and the grant application subsequently amended to allow for land acquisition.

6. Education – Refers to projects and milestones involving public outreach and education related to the promotion of natural resource stewardship and the environment. Education projects and milestones must include tangible deliverables evidencing completion of stated project objectives.
7. Monitoring – The observation and monitoring of scientific data and/or metrics after the primary project is completed in order to measure the success of the project. A monitoring plan is required describing when data will be collected, and the preparation of that plan can be included under this area of effort. Monitoring should be the only remaining Implementation Milestone once the primary project is completed.

#### **5.3.5. Coordinate Budget and/or Indirect Cost Allocation with Finance Manager**

If a grant application allows indirect cost, consult with the Finance Manager RESTORE Council for determining indirect cost allocation rate for the grant budget prior to submission of the application. The Finance Manager can also assist in determining if a specific cost may be expressed as a direct cost versus part of an indirect cost allocation.

#### **5.3.6. Certifications**

The Grants Administrator will ensure that proper signatures have been obtained by the subrecipient for all required federal certifications. The Grants Administrator will use The Certifications Checklist to ensure that all required certifications are satisfied and that the General Manager or his/her designee who can legally bind the Consortium and who has oversight for the administration and use of the funds Finance Manager.

### **5.4. SUBMITTING THE GRANT APPLICATION**

No grant application shall be submitted without signature approval of the General Manager and Finance Manager. Hard copies with original signatures shall be maintained permanently in the Grants Application file.

#### **5.4.1. Online Submission**

The Grants Administrator or a delegated authority designee will submit the grant application via the respective online grants portal designated by Council.

#### **5.4.2. Grant Award and Proposal Tracking**

The Grants Administrator will track applications, awards and grant applications that are returned for additional information. The subrecipient point of contact will be notified within not more than 72 hours of any changes in status of the grant application or request for additional information. Post-award procedures will then become active.

#### **5.4.3. Public Notice**

On receipt of notice of award, the online Consortium project data will be updated to reflect the award.

## **6. POST AWARD PROCEDURES: AWARD REVIEW, AND ACCEPTANCE PROCEDURES**

### **6.1. AWARD REVIEW AND NEGOTIATION**

Once the award scope and budget is agreed upon, awards will be made accessible in via system designated by Council, currently Grants.gov.

All grant awards and contract/agreements require contract review by General Counsel. As part of this review, General Counsel shall conduct a legal review of the grant agreement to ensure the Consortium's interests are protected.

- a. If the legal review identifies no issues with the terms and conditions of the agreement, the Grants Administrator shall prepare and submit a staff report to document the appropriation of grant funds and use of delegated signature authority to execute the contract with the subrecipient member county. See **Appendix 1** for Sample Form for signature delegation.
  - i. The Grants Administrator is responsible for ensuring approval to accept the award is completed by the date required by Council for full execution.
- b. If the legal review identifies any issues with the terms and conditions of the award, General Counsel will contact Council and seek to resolve the issue.
  - i. If the General Counsel and Council cannot arrive at a mutually agreeable position, General Counsel shall document the situation for subrecipient records and subsequent report to the Board.

#### **6.1.1. Meet with Grants Administrator**

Once an award is received and prior to any grant implementation activities, the Grants Administrator shall schedule a meeting with the subrecipient POC and reach mutual agreement on the outline of responsibilities of each. At this time close-out checklist should be distributed, assignments of financial and reporting responsibilities established and subrecipient monitoring assigned. All grant related responsibilities should be discussed and assigned.

#### **6.1.2. Indirect Costs & Direct Costs, Administrative Costs**

Identifying and calculating indirect and direct costs rates shall be consistent with CFR §200.412 through §200.417. The Finance Manager is responsible for verifying that direct and indirect, and allowable and unallowable costs are properly recognized in the grant records. Refer to the Consortium's Finance and Administrative Policy and the Consortium's Subrecipient policy.

### **6.2. AWARD AND PROJECT SETUP IN ACCOUNTING**

Upon receipt of a fully executed grant agreement, the Finance Manager shall:

- a. Ensure that the grant project is created in Project Accounting and a new project number assigned and disseminated.
- b. The Grants Administrator shall complete the New Project Number Request form.

The grant project file will have the following documents when the project number is assigned:

1. Grant Project Request Form
2. Executed Grant Agreement/Contract or Award
3. Complete Grant Application
4. Board resolution approving Grant Application

## **7. MANAGING THE GRANT MONITORING AND OVERSIGHT OF THE GRANT**

### **7.1. COMPLIANCE MONITORING**

The Grants Administrator is responsible for *oversight* of the implementation of the award supported activities. The Grants Administrator must ensure that activities under the grant scope of work monitoring are monitored to assure compliance with applicable requirements and to ensure that performance expectations are being achieved. The Grants Administrator is responsible for ensuring that activities comply with the Terms and Conditions of the grant agreement/contract and ensuring that required reports are submitted by or before the specified deadlines in the award agreement.

### **7.2. SITE VISITS**

The Grants Administrator may perform site visits to coordinate with recipient departments regarding the requirements of the grant award.

### **7.3. FISCAL ACCOUNTABILITY**

The Finance Manager provides the Grants Administrator with support for grants projects using a single, accurate view of all project related costs and financial transactions of a project. Projects exist for a finite period of time, with a start date and an end date.

The basic unit in Project Accounting is the project number, which will be alphanumeric. Each project is unique by number and by name. The Project number at the grant level will be a four-digit number, e.g. 1000, 2000. The subrecipient project number will include a county number suffix such that the last two digits of the project number indicate the subrecipient county; the State's DOR County numbering code will be used. For hypothetical example, Grant project number 4000 for Conceptual Design includes 5 counties; if Pinellas County were a subrecipient for the Conceptual Design grant the project number for the Pinellas County portion of the grant would be 4062, since '62' is the DOR County code for Pinellas County.

### **7.4. RECEIPT AND USE OF GRANT FUNDS**

Grant funds are restricted in their use and disbursement by a number of rules, largely dictated by 2 CFR part 200. In addition, the Consortium specifies the following conditions for grant-funded activities:

1. No grant funds shall be disbursed without the Board approval agenda item for the grant application in file, the project number has been assigned, and required documentation is complete.
2. Grant funds may only be used for grant related expenses and expended within the period of performance identified in the grant agreement.
3. Modifications or reallocations to the awarded budget that alters the grant amount or moves funds from one budget line item to another may not occur without prior written approval from the Consortium, which in turn requires written approval from Council.

4. Grant funds shall not be used to supplant an existing expense.
5. All income resulting from a grant funded project or program shall adhere to subrecipient policy requirements, and managed and maintained as specified in the grant agreement.
6. All procurement activity associated with grant funded projects or programs shall follow the federal rules for procurement of federally funded goods and/or services.
7. All property acquired through grant funds shall follow the subrecipient policy and procedures for property or inventory control.
8. All grant and related matching revenues and expenditures shall be monitored by the Consortium.
9. Segregation of duties: Management shall divide or segregate key duties and responsibilities among different people to reduce the risk of error, misuse, or fraud. This includes separating the responsibilities for authorizing transactions, processing and recording them, reviewing the transactions, and handling any related assets so that no one individual controls all key aspects of a transaction or event.
10. Appropriate documentation of transactions and internal control: Management shall clearly document internal control and all transactions and other significant events in a manner that allows the documentation to be readily available for examination. Documentation and records shall be properly managed and maintained.

**7.4.1. Grant Invoicing to RESTORE Council**

Grant invoicing to the Council shall be performed according to the schedule outlined in the grant agreement/contract. All invoices will be supported with appropriate documentation that may include a copy of contracts, draw requests, vendor invoices, receipts, labor reports or timesheets, proof of payment to the vendor and any other information requested by the granting entity. Proof of payment of expenditures may include a copy of a credit card receipt, receipt showing cash payment, cancelled checks, bank statements, or other proof that complies with federal and state audit standards. This documentation shall be kept organized as an invoice packet and kept according to required timelines and for audit purposes.

NOTE: Invoices for reimbursement are expected to be submitted no more than monthly and no less than semi-annually unless otherwise noted by the grantor.

**See Appendix 5** – Transaction Process Flow Chart for a conceptual diagram of transactions.

**7.4.2. Grant Revenue Reconciliation**

Confirmation of funds availability in the ASAP system must occur prior to submittal of invoicing to Council. A hard copy screen shot documenting confirmation shall be maintained in file with the drawdown request.

**7.4.3. Expenditure Monitoring/Award Reconciliation**

It is critical to the overall success of a grant project that grant funds are expended accurately. After initial setup, grant awards shall be reconciled at minimum a quarterly basis (monthly is preferred) to ensure:

- Expenditures are allowable, allocable, necessary, and reasonable based on terms and conditions of the grant award.
- Expenditures are adequately supported by documentation.
- Expenditures are charged to the correct project.
- Award spending is commensurate with the project timeframe.

Reconciliation involves checking expenditures/revenues recorded in Project Accounting to those recorded in General Ledger; and also checking revenues billed during a reporting/billing period against expenditures charged to the project during the same period.

Incorrectly posted charges to grant funded projects must be fixed within regulated time-constraints, which is why routine account reconciliation is critical. Failure to transfer incorrectly posted charges in a timely manner may result in the expense being disallowed for grant reimbursement.

- All cost transfers moving an expenditure from one grant funded project to another grant funded project should be made within 90 days from the end of the calendar month in which the transaction appears.
- Any cost transfer removing expenses from a grant funded project to a non-grant funded project must be made without regard to a time limit.

## **7.5. PROTECTING PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with CFR §200.303 Internal Controls (e): The non-Federal entity must take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with other applicable Federal, state, and local laws regarding privacy and obligations of confidentiality. The Consortium is committed to maintaining the confidentiality of Personally Identifiable Information ("PII"), except as may be otherwise required pursuant to Florida law. This policy applies to Consortium staff, contractor or service provider staff, sub-grantees, or any other person doing business with Consortium. Contractors, service providers, sub-grantees, and others must have established policies and procedures under which their employees and other personnel are aware and acknowledge the sensitive and confidential nature of PII and the safeguards with which they must comply. Failure on the part of Consortium Directors, contractors, service providers, sub-grantees, and other persons handling PII in association with Consortium business may result in appropriate remedial action including but not limited to contractual termination. See **Appendix 7** for additional procedures related to PII protection.

### **7.5.1. Program Generated Income**

Program generated income is defined in general terms as gross income received that is directly generated by the grant funded project/program during the grant period. Examples of program generated include income from fees for services performed, income from use of real or property acquired with grant funds, the sale of products or items developed



under a grant agreement, and principal and interest received on loans made with grant funds.

Use of program generated income resulting from a federal grant funded project/program shall comply with 2 CFR 200.307.

#### **7.5.2. Support of Salaries and Wages**

Compensation for personnel services on grants must be based on payrolls documented through standard subrecipient county policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant. Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430).

Salaries and wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant.

Where an employee works on single or multiple awards (including federal and non-federal), a distribution of their salaries/wages and fringe benefits must be supported by a personnel activity report (via OPUS Project #).

Personnel activity reports included with grant drawdown requests shall:

- Reflect an after-the fact distribution of the actual activity of the employee.
- Account for total compensated activities.
- Be prepared at least monthly and coincide with one or more pay periods.
- Note that a grant award/contract may specify a cap on allowable fringe rate.

#### **7.5.3. Equipment and Real Property Management**

7.5.3.1. Equipment purchased with grant funds shall be used exclusively during the life of the grant for the project or program for which it was acquired.

7.5.3.2. Grant purchased equipment must be properly maintained and safeguarded, and equipment records must be maintained per Consortium Finance and Accounting Management Section 3.C inventory policy and procedures. This includes identifying grant funded acquisitions on fixed asset inventory under the column marked "restricted/grant funded."

7.5.3.3. Subrecipients must comply with federal requirements to report annually or per designated time period on the status of real property acquired with federal grant funds. The Real Property Status Report SF-429 A (*Attachment A, General Reporting*) shall be completed and submitted annually, not later than 30 days after the month end following anniversary date of grant approval. This report can be

downloaded by visiting:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

Instructions are provided along with the form. Please notify the Grants Administrator for assistance if needed.

7.5.3.4. After the grant award is closed and equipment is no longer needed for its originally authorized purpose, the subrecipient shall comply with federal rules regarding disposition of assets.

7.5.3.4.1. Per 2 CFR § 200.313 (e) (2), if the awarding agency fails to provide requested disposition instructions within 120 days, items with a current market value or proceeds from the sale in excess of \$5,000 may be retained by the Consortium or sold. If the value of federally grant funded unused supplies exceeds \$5,000, the supplies may be used for another federal grant. If the supplies are not able to be used with another federal grant, subrecipient may use the supplies or sell them; but must in either case compensate the federal government for its share.

7.5.3.4.2. The Consortium is entitled to an amount calculated by multiplying the current market value or proceeds from the sale by the Consortium's percentage of participation in the cost of the original purchase. If the equipment is sold, the Consortium may permit the subrecipient to deduct and retain from the federally-funded share \$500 or ten percent of the proceeds, whichever is less, for selling and handling expenses. Please notify the Grants Administrator for assistance if needed.

7.5.3.5. Grant purchased equipment and real property acquired with federal funds must also comply with 2 CFR 200.313, 200.314 and 200.329 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

## **7.6. GRANT REPORTING**

Every award has reporting requirements specified in the grant agreement. It is critical that all reports are complete, accurate, and submitted per the specified dates outlined in the agreement. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. Requirements and procedures are established to ensure that grant funds are expended and accounted for in a method that provides accuracy, uniformity, and consistency. Late or inaccurate reports may negatively impact current or future funding and result in Single Audit findings.

### **7.6.1. Types of Grant Reports**

7.6.1.1. Progress/Performance/Narrative/Status: The Consortium is required to regularly

submit to Council and retain performance reports that reflect grant funded operational progress as required by the grant agreement.

7.6.1.2. Financial: The Consortium in collaboration with the subrecipient member counties shall prepare and retain financial reports that reflect a grants fiscal health as required by the grant agreement and support documents.

7.6.1.3. Close-Out: No later than 90 days, dependent upon conditions of grant contract, after the expiration or termination of the grant, the Consortium in collaboration with the recipient department is required to submit all financial, performance, and other reports required in the grant conditions. Grant close-out reports shall be maintained in the permanent file.

#### **7.6.2. Frequency of Reports**

The frequency of the reports is specified in the grant agreement. Occasionally Council may request an interim report. For federal grants, 2 CFR 200.328 requires submission of an interim report when significant developments have occurred. This is defined as problems, adverse conditions or changes in timelines (either favorable or unfavorable).

The Grants Administrator is responsible for completing reports in a timely manner and for the report submission to Council in order to meet submission deadlines.

##### CAFR: Comprehensive Annual Financial Report

The Comprehensive Annual Financial Report (CAFR) is prepared annually by the Finance Division of the Clerk and includes financial data through the end of the fiscal year. This report is required by Florida Statute.

##### SEFA: Schedule of Expenditures of Federal Awards

The SEFA is also prepared by the Finance Department of the Clerk and is included within the CAFR document annually, in accordance with the U. S. Office of Management and Budget. The SEFA is a key element of the Single Audit report; an annual requirement for any entity receiving federal grant funds in excess of \$750,000. The State requires a similar report in accordance with the Florida Single Audit Act, for state expenditures exceeding \$500,000.

## **7.7. FILE MANAGEMENT, ACCESS AND RETENTION**

The RESTORE Council may review the files, activities, equipment, and facilities, and interview relevant personnel and contracted entities of any Consortium project or program that is funded with grants awarded to the Consortium.

#### **7.7.1. Grant File Structure**

All department and master files associated with a grant award must maintain a file structure that includes the following sections with clear separations between different fiscal years, unless otherwise directed by the grantor:

- a. Proposal Submission includes:
  - i. Board approval agenda item for grant application
  - ii. Copy of the original submitted grant application (Uploaded to Project Accounting)
  - iii. Subrecipient Grant Application
  - iv. Information and data used in preparation of and support of the grant proposal, etc.
  - i. Any correspondence related to the proposal
- b. Award includes:
  - i. Grant award letter with budget and special conditions
  - ii. BOARD agenda item or delegated authority
  - iii. Executed grant agreement
  - iv. Grant amendments, modifications, extensions, cancellations and terminations related to the award Correspondence
  - v. Subrecipient contract
- c. Financial includes:
  - i. New Project Data sheet set up documents
  - ii. Invoices/Draw requests from subrecipient and supporting documentation
  - iii. Council approvals for items such as budget reallocation, changes to scope, procurement and vendor selection
  - ix. Invoice packets including all supporting documentation
  - x. Reconciliation of subrecipient grant account to grant project accounts ledger
  - xi. Subrecipient OSA forms and associated risk assessment
- d. Reports includes:
  - xii. All reports to Council – progress, technical, quarterly, annual, final, etc.
  - xiii. Evaluation forms and data
  - xiv. Project Close-out documents

## **7.8. GRANT CLOSE-OUT**

The grant close-out is a critical piece in the life cycle of a grant, and is the process by which the Consortium performs all necessary administrative and financial actions to satisfactory complete all requirements set forth in the grant agreement. Preparation for close-out usually begins 60 to 90 days prior to the end date of the grant to accurately forecast expenses and make any adjustments to accounting entries. See **Appendix 6** for the Grant Closeout Checklist.

Generally, the close-out process addresses three areas:

- 1. Physical completion of work
- 2. Administrative requirements for close-out

3. Financial requirements for close-out

#### **7.8.1. Grant Funding Advances**

Grants are processed as reimbursement by the Consortium unless Council requires funds be advanced.

The obligation of the Consortium or subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments is not affected with the close-out of the grant.

#### **7.8.2. File Retention & File Maintenance**

The Consortium is obligated to protect records (both hard copy and electronic) adequately against loss, theft, fire or other damage in accordance with statutory provisions. Files for federal grants must be retained for a minimum of three years per 2 CFR 200. Files for state grants must be retained for a minimum of five years.

Requirements for other grants vary by granting entity. Recipient departments must ensure they comply with retention requirements specified by each grantor. Once the mandatory retention period has lapsed, the recipient department shall request that the grant record(s) be properly destroyed.

Federally funded grant records must also comply with 2 CFR 220.82 which requires safeguarding data records against unauthorized alterations including Personally Identifiable Information (PII). PII is defined to include a person's name in combination with information such as a social security number, passport number, credit card number, bank number, health records, and similar information. PII required to be disclosed by law is excluded. Additionally, any information a funding entity designates as sensitive must also be safeguarded.

### **7.9. GRANT MODIFICATIONS, EXTENSIONS, OR CANCELLATIONS**

During the course of a grant's lifetime, there are times when changes are necessary to either the budget or the project scope-of-work. Most of these changes, typically called grant amendments, are allowable, but it is important to follow the procedures written in the grant agreement or in the guide(s) provided by Council. These changes must be pre-approved before they are considered eligible. All modifications, amendments or changes to grant agreements/contracts shall be documented for permanent record in the grant file.

### **7.10. APPROVAL PROCEDURES**

#### **7.10.1. Time Extensions**

1. Grants may allow for a no-cost 90-day time extension to complete a project, if necessary. These requests must be documented and written approval must be received from Council at its sole discretion.
2. Subrecipient contract extensions may be granted for one no-cost time extension to

complete a project, if necessary. These requests must be documented and written approval must be received from The Consortium; requests must be made at least 30 days in advance to allow for processing with Council.

3. Additional no-cost time extensions will require Board approval.

#### **7.10.2. Cancellations**

In the event that a grant must be terminated before the original completion date or returned to the Consortium prior to project initiation, the Grants Administrator must be notified so that the grant is appropriately terminated and procedures followed.

#### **7.11. GRANT SUBCONTRACTING AND SUBRECIPIENT MONITORING**

The Consortium maintains a separate Subrecipient Policy which provides guidance for grant subcontracting and subrecipient monitoring.

## **8. OTHER IMPORTANT FEDERAL GUIDELINES AND NATIONAL POLICY**

### **8.1. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

As of October 1, 2010, all Federal grants of \$25,000 and over are subject to the FFATA subaward reporting requirements. Prime awardee (the Consortium) is required to upload the subrecipient information in the FFATA Subaward Reporting System (FSRS at <https://www.fsrs.gov/index?&>). Subrecipients must maintain an active registration in the System for Award Management (S.A.M.) in order to receive federal funding. The Consortium is responsible for verifying that subrecipients have and maintain an active registration in the System for Award Management (SAM) in order to receive Federal funding.

The Consortium has internal controls in place to identify potential FFATA subaward obligations. The department responsible for distribution of subawards shall complete a FFATA Subaward Reporting Form for all applicable subaward obligations in the amount of \$25,000.00 or more no later than the 20th of each month following the month that the subaward was executed.

Per the Act, when the subaward amount is \$25,000 or larger a prime awardee must obtain from the subrecipient and report the following information and report:

1. Federal Award Identification Number (FAIN)
2. Federal Agency Name
3. Project Description
4. Total Federal Amount
5. Obligation/Action Date of Prime award
6. Prime recipient DUNS
7. Subrecipient Name
8. Subrecipient Doing Business as Name
9. Subrecipient Address (including Congressional District)
10. Subrecipient's Parent DUNS
11. Subrecipient DUNS
12. Amount of the subaward
13. Sub-award Obligation/Action Date (Agreement Date)
14. CFDA Program Number
15. Federal Agency
16. Federal Agency Name
17. Award Number
18. Subrecipient Project Description
19. Subrecipient Principle Place of Performance (including Congressional District)
20. SAMs.gov registration

21. The names and total compensation of the five most highly compensated officers of a prime or sub-awardee entity, if the entity in the preceding fiscal year:
  - a. Received 80% or more of its annual gross revenues in federal awards and \$25,000,000 or more in annual gross revenues from federal awards; and
  - b. The public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b) (1).

## **8.2. DIGITAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2014 (DATA ACT)**

The Federal Data Act was passed by Congress in 2014 and implementation began May 2015. This legislation was designed to create a more data-driven government and to make federal data more transparent, readily available and standardized. All federal agencies will be required to comply with common reporting standards or the set of outcomes for a particular grant. The prescribed deliverables and outcome objectives will be passed through to the subrecipient.

## **8.3. FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS**

Special federal requirements exist for construction projects that are completed with federal funding; these requirements shall flow down to all subcontractors funded through a grant award. **Federal grant programs can waive some of these requirements so careful review of all conditions and terms of the grant agreement/contract is needed.**

### **8.3.1. Buy American Act**

Buy American Act requires U.S. Government to prefer U.S. made products in its purchases. It does not necessarily mean a product has to be purchased in America but does give preference to domestic construction material.

### **8.3.2. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act**

The recipient must comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a -7); the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 -3708), regarding labor standards for Federally-assisted construction sub-agreements (wage guarantees).

### **8.3.3. Uniform Relocation Assistance Act**

The Uniform Relocation Assistance Act (a.k.a. Uniform Act) of 1970 is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the



acquisition, rehabilitation, or demolition of real property for federally funded projects.

#### **8.3.4. National Environmental Policy Act (NEPA)**

NEPA is a federal law that mandates assessment of the impacts on the environment of construction funded with federal dollars.

### **8.4. NATIONAL POLICY REQUIREMENTS**

Consortium grant staff shall also adhere to National Policy Requirements affecting grants. A sample of these policies is named below. It is also the responsibility of project/program manager to ensure that subgrantees adhere to these applicable policies.

#### **8.4.1. Civil Rights**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. In most cases, when a recipient receives Federal financial assistance for a particular program or activity, all operations of the recipient are covered by Title VI, not just the part of the program that uses the Federal assistance.

#### **8.4.2. Equal Services Provider**

Consortium Government is an equal employment and services provider. All grant decisions are based on merit and program need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation or any other factor protected by law.

#### **8.4.3. Limited English Proficiency (LEP)**

Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities. Title VI regulations require that recipients take reasonable steps to ensure meaningful access to the information, programs, and services they provide.

#### **8.4.4. American with Disabilities Act (ADA)**

In the broadest sense, it requires that state and local governments be accessible to people with disabilities. For additional information regarding statute and regulations <http://www.ada.gov/>

### **8.5. ENVIRONMENTAL REQUIREMENTS**

The Consortium must comply with all environmental standards, and provide information requested by the awarding agency relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and Executive Orders. If applicable, the Consortium must include all of the environmental statutes, regulations, and

executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the Consortium if the subrecipient becomes aware of any impact on the environment that was not noted in the approved application package:

- National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
- The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

- Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- Coral Reef Protection, EO 13089 Invasive Species, EO 13112

## **8.6. OCCURRENCES THAT REQUIRE IMMEDIATE NOTIFICATION TO THE GRANTS CENTER OF EXCELLENCE**

## **9. APPENDICES**

<b>Appendix 1</b>	<b>Form for Online Submission with No Delegated Signature</b>
<b>Appendix 2</b>	<b>Subrecipient Checklist</b>
<b>Appendix 3</b>	<b>Grant Process Flow Chart</b>
<b>Appendix 4</b>	<b>Grant Submission Checklist</b>
<b>Appendix 5</b>	<b>Transaction Process Flow Chart</b>
<b>Appendix 6</b>	<b>Grant Closeout Checklist</b>
<b>Appendix 7</b>	<b>BCC Policy on Protecting Personally Identifiable Information</b>

## Appendix 1      Form for Online Submission with No Delegated Signature



### Delegated Signature Approval Only For Use With Online Grant Submissions Having No Signature Line for Delegated Authority

---

**TO:** (Fill in Delegated Authority)

**FROM:** (Fill in Applicant Name)

**DATE:**

**SUBJECT:** Electronic grant application submitted to (funding entity) for funding of \$xxxx.xx for (activity/project) at (location).

#### **Recommended Action:**

Recommend the (fill in delegated authority) approve and authorize the electronic grant application for (funded project/activity) at (location).

#### **Summary:**

Submission of application for grant funding requesting \$xxxx.xx, from (funding entity) for (what grant will be used for), to be implemented at (location). Match funding of \$xxx.xx from (source and Project# or fund #) will be provided for a total project/program cost of

\$xxxx.xx.

#### **SEP:**

Provide Project Name from Statewide Expenditure Plan.

#### **Background/Explanation:**

Detail the benefits of grant.

#### **Supplemental Funding**

Additional Funds of \$xxxxx.xx confirmed by attached document for total funding of \$ xxxxx.xx.

#### **Delegated Authority:**

Authority for the (fill in delegated authority) to approve is granted.

#### **Attachments:**

Attach copy of application and confirmation of additional funding.

Recommendation Approved: \_\_\_\_\_

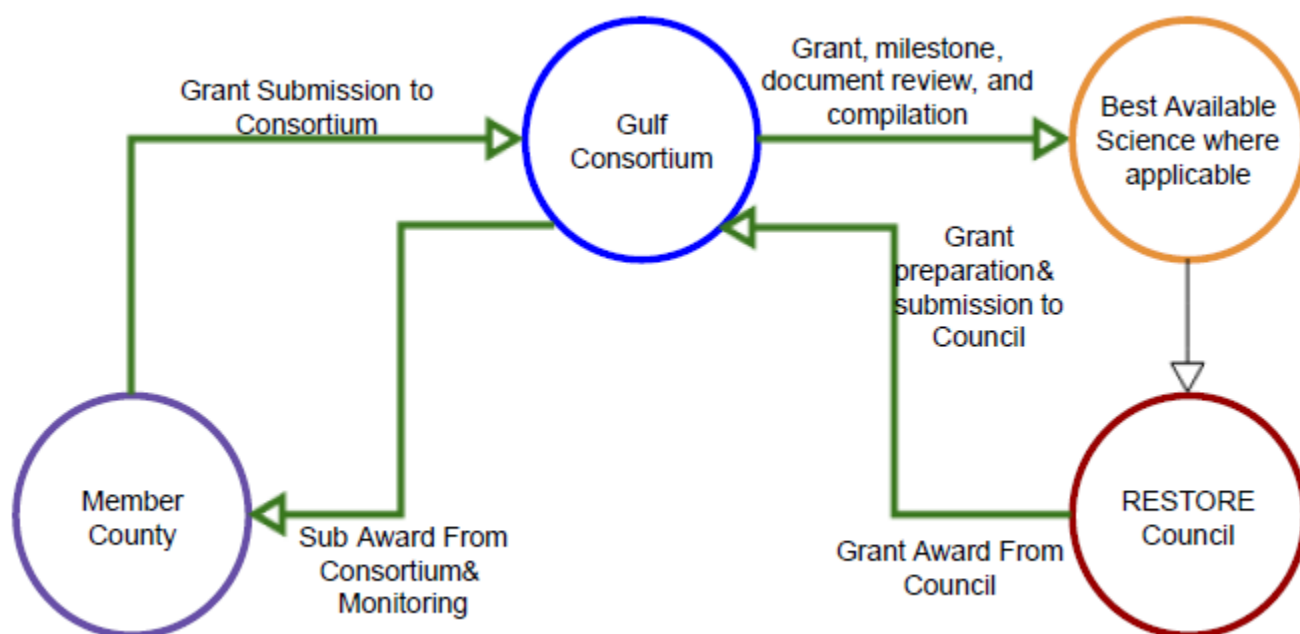
Date: \_\_\_\_\_

## Appendix 2 Subrecipient Checklist

Check the boxes below if the answer to the question is “yes”. (*"Yes" indicates the awardee has the characteristics of a Subrecipient*). Per 2 CFR 200.93, “Subrecipient” means a non- Federal entity (subawardee) that receives a subaward from a pass-through entity (prime awardee) to carry out part of a Federal program/project, but does not include an individual that is a beneficiary of such a program/project. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Check if “Yes”	Will the Awardee:
	Determine who is eligible to receive what Federal financial assistance?
	Have its performance measured in relation to whether the objectives of the Federal program/project was met?
	Have responsibility for programmatic decision-making?
	Have responsibility for adherence to applicable Federal program requirements specified in the Federal award?
	In accordance with its subaward, use the Federal funds to implement a program/project for a public purpose specified in an authorizing statute, as opposed to providing goods or services for the benefit of Consortium?

### Appendix 3 Grant Process Flow Chart





## Appendix 4 Grant Submission Checklist

### Required of all Submissions

√	Documentation	Notes
	Assurances and Certifications	Two signed documents required (see below)
	1. Certifications	Required of all projects; must be signed by the Authorizing Official for the applicant agency
	2. (a) Assurances (Non-Construction)	Required for non-construction projects; must be signed by the Authorizing Official for the applicant agency
	2. (b) Assurances (Construction)	Required for construction projects; must be signed by the Authorizing Official for the applicant agency
	Letter of Authorization	Must be signed by the Council Member or Member Designee
	Executive Summary	See Chapter II “Application Processes” of the RPAG <sup>1</sup>
	Project Narrative	See Chapter II “Application Processes” of the RPAG
	Budget Narrative	See Chapter II “Application Processes of the RPAG
	Project Map(s)	At least one project/program location map in PDF form at a scale appropriate to the project/program
	GIS shapefiles	See <a href="https://www.restorethegulf.gov/docs/">https://www.restorethegulf.gov/docs/</a>
	Data Management Plan	See DRAFT Interim Guidance Preliminary Observational Data Management Plan
	Observational Data Plan	See DRAFT Interim Guidance Observational Data Plan

### Conditionally Required (Project-Specific)<sup>2</sup>

√	Documentation	Notes
	Environmental Compliance Documentation	See below
	<ul style="list-style-type: none"> <li>Compliance Documentation completed for Category 1 FPL approval (NEPA, ESA, etc.)</li> </ul>	Upload not required for initial Funded Priorities List (FPL) only; this information is already available on the Council website
	<ul style="list-style-type: none"> <li>Documentation of environmental compliance obligations that will be required in order to make an award (CZMA, FPPA, CBRA)</li> </ul>	Upload if applicable and available; verification of compliance required prior to award
	<ul style="list-style-type: none"> <li>Documentation of environmental compliance obligations that will be required prior to the disbursement of implementation funds (CWA Section 404, RHA Section 10, etc.) if applicable</li> </ul>	Upload if applicable and available; sufficient documentation required to verify compliance (e.g., permit number or transmittal letter)

<sup>1</sup> GCERC Recipient Proposal and Award Guide (RPAG) for Grant Recipients and Federal Interagency Agreement Servicing Agencies is available from <https://www.restorethegulf.gov/gcerc-grants-office>

<sup>2</sup> Required documentation varies depending upon the type of project or program. Submission of applications without “conditional” project-specific documentation is allowed; however applications will be returned by the RESTORE Council Grants Office if all necessary documentation is not provided.

√	Documentation	Notes
	<ul style="list-style-type: none"> <li>Any additional documentation pertaining to state or local environmental laws, if applicable</li> </ul>	Upload if applicable and available; funds for activities for which compliance has not been verified may not be released until verification has been submitted
	Environmental Compliance Supplemental List	Should be uploaded if the applicant has identified state and/or local environmental laws which will need to be addressed
	Negotiated Indirect Cost Rate Agreement (State)	Required if indirect costs are budgeted
	Subrecipient Negotiated Indirect Cost Rate Agreement(s)	Required for each subrecipient agreement where indirect costs are budgeted
	Overhead/General & Administrative (G&A) support documentation	Required if Federal Servicing Agency is charging Overhead or G&A costs
	Subrecipient Budget(s)	Required if there are subrecipients
	Organizational Self-Assessment	Required at the organizational level; this should be submitted prior to or no later than at the time of the organization's first application
	Recipient Internal Control Compliance Document List and Certification	Required at the organizational level with the self-assessment
	SF-LLL	Required if there are recipient or subrecipient lobbying activities
	Engineering and Design Documents	Required for all projects with an E&D component
	Construction Documentation	Required for all projects with a construction component – see below
	Land Acquisition Documentation	Required for all projects that have a land acquisition component – see below

### **Additional Conditionally Required for Construction and Land Acquisition Projects**

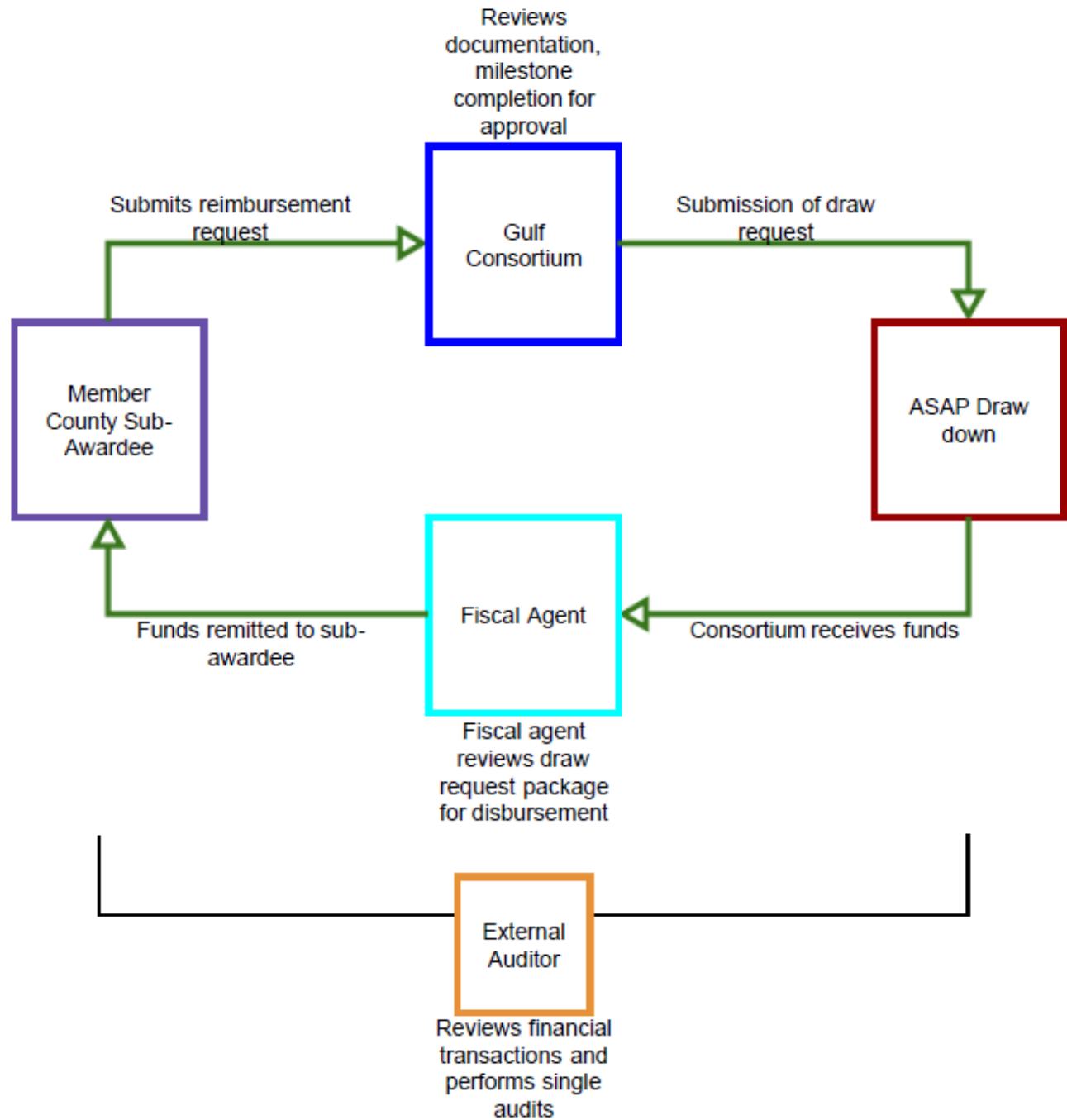
**Construction** – the following are examples of documentation that may be required for projects involving construction; required documentation may vary on a project by project basis.

√	Documentation	Notes
	Evidence of title	For property where construction will occur
	Disclosure of encumbrances	For property where construction will occur
	Applicable permits	Federal, State, or local, related to construction
	Certified plans, engineering designs, construction drawings, specifications and related documents,	As applicable to the project; must be certified by a licensed engineer
	Construction contract(s), if certain procurement processes apply	See Council Recipient Proposal and Award Guide for Grant Recipients and Federal Interagency Agreement Servicing Agencies, Part IV, Chapter IV, section C.1
	Insurance documentation	Upload if applicable
	Bonding documentation	Upload if applicable; may include bid guarantee, performance bond, and/or payment bond
	Notice of Federal Interest, if applicable	Applicable to real property that has been constructed or renovated

**Land Acquisition** – the following are examples of documentation commonly required for projects involving land acquisition; required documentation may vary on a project by project basis but will typically include all of the following.

√	Documentation	Notes
	Maps	See below
	<ul style="list-style-type: none"> <li>Map of the area in which the real property acquisition will be located,</li> </ul>	Boundaries of the acquisition must be clearly delineated
	<ul style="list-style-type: none"> <li>GIS shapefiles for all properties acquired</li> </ul>	GIS template provided in RAAMS
	<ul style="list-style-type: none"> <li>Federal Emergency Management Agency (FEMA) floodplain map of the area in which the real property acquisition will be located</li> </ul>	Boundaries of the site must be clearly delineated
	Survey(s)	
	Legal Description	
	Current title opinion	Showing ownership of the property and any deed restrictions
	Title	
	Notice of Property Restrictions/Federal Interest	Required if restrictive covenant not included in title/deed
	For conservation easement acquisitions, submission of the proposed and final conservation easement	Defines the restrictions and permitted uses and practices placed on the property
	Appraisal	Must comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA)
	Appraisal Review	Must comply with UASFLA
	Waiver Valuation, if applicable	Required if appraisal not completed for properties valued under \$25,000
	Land Use Plan	Describing current and planned uses and O&M activities

## Appendix 5 Transaction Process Flow Chart



## Appendix 6 Grant Closeout Checklist

GULF CONSORTIUM GRANT CLOSEOUT CHECKLIST			
Within 30-45 days of grant agreement's end date, this Grant Closeout checklist must be completed, signed by the General Manager and returned to OMB Grants team before the project can be closed in the grant management system.			
Project Number _____ Project Name _____	YES	NO	N/A
Agreement Start Date _____ Agreement End Date _____			
Have all project expenditures for the entire project period been accounted for in the grant management system?			
Have all requisitioned supplies and/or services been received and/or completed by the grant expiration date?			
Have all required request for reimbursables/drawdowns been submitted to the grantor agency (attach screenprint of submittals to appropriate A/R invoices)?			
Have all corresponding grant billing events been performed in the grant management system?			
Has documentation showing Manager approvals for reimbursement requests/drawdowns been attached to the invoice screen in grant management software?			
Has all revenue from grant billing events been received and applied to the appropriate A/R Invoice in grant management software(verify and keep documentation in hard-copy grant file)?			
Where needed, have all adjustments to reimburse requests been processed?			
Have all invoice corrections, revenue adjustments, payroll corrections, change orders to P.O.'s etc., been made?			
Has a final reconciliation between project expenditures and the general ledger been performed (attach reconciliation schedule to final invoice from the grant management system)?			
Have all required <u>financial reports</u> been submitted to the grantor agency (e.g. SF-425) and attached to in the grant management system?			
Have all final required program and <u>technical reports</u> been submitted to the grantor agency (e.g. ; SF-425) and attached to "Project Screen" in the grant management system?			
Has any property been acquired with grant funds? If yes, ensure the Asset Addition Form has been completed and submitted to the Fixed Assets (FA) department (see your department FA manager)			
Was program income generated? If so, was it fully applied against project expenditures if required by grant (attach written documentation of this in the grant management system)			
Have all disposition procedures been followed for grant acquired equipment/ supplies?			
Has a <u>project completion report</u> been filed with the grantor agency and attached to the project in the grant management system?			
Have you received your grant close out notice from the grantor (of so, attach to the project in the grant management system)?			
Have retention requirements been implemented for all grant-related documents (minimum 3 years for Federal, 5 years for state after receiving Closeout Notice from Grantor)?			
Comments:			
<div> <div>Grants Administrator</div> <div>Finance Manager</div> <div>Date</div> </div>			

**GULF CONSORTIUM POLICY  
ON SAFEGUARDING PERSONALLY IDENTIFIABLE INFORMATION**

**PURPOSE:**

The Consortium is committed to maintaining the confidentiality of Personally Identifiable Information ("PII"), except as may be otherwise required pursuant to Florida law. This policy applies to Consortium staff, contractor or service provider staff, sub-grantees, or any other person doing business with Consortium.

**POLICY:**

Consortium, a political subdivision of the state of Florida is the recipient of certain Federal grants and cooperative funding agreements and is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Notwithstanding the Consortium's obligations under the Uniform Administrative Requirements for Federal awards it is the stated policy of Consortium to protect PII in the course of doing business to the maximum extent allowable pursuant to Federal and State law. This policy applies to contractors, service providers, sub-grantees, or other entities providing services to Consortium on projects derived from Federal funding.

**PII DEFINITION:**

As defined in 2 C.F.R. § 200.82, "Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, [security] clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and educational transcripts. This does not include PII that is required by law to be disclosed.

According to 2 C.F.R. § 200.79, "PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

Some information that is considered to be PII is available in public sources such as telephone books, public web sites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.”

The U.S. Department of Homeland Security (DHS 2015) describes non-sensitive versus “Sensitive” PII. Some PII is not considered Sensitive, such as information on a business card. Other PII is Sensitive that if lost, stolen, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

#### **GENERAL GUIDELINES AND PROCEDURES (from DHS 2015):**

The following guidelines and procedures apply to Consortium staff, contractors, consultants, service providers, sub-grantees and/or other persons handling PII in association with Consortium business including but not limited to State and Federal grants.

##### **General Guidelines**

1. If your position involves collecting or maintaining Sensitive PII electronically, you should limit your access to only that information needed to carry out the duties of your job.
2. You should ensure that documents are not accessible to casual visitors, passersby, or other individuals within the office without a “need to know.” If you leave your workspace for any reason, or have others in the immediate vicinity of Sensitive PII, you should activate your screen saver or put your monitor in a sleep mode. At the end of the day, you should always log-off your computer.
3. Ensure privacy while discussing Sensitive PII during office or telephone conversations.
4. When emailing Sensitive PII, save it to a separate document and password-protect or encrypt it. Send the protected document as an email attachment

- and provide the password to the recipient by phone or in a separate email.
5. Do not leave hard copy forms of Sensitive PII unattended in non-secure areas such as on desks, tables, printers, or copiers. Secure hard copies of Sensitive PII in a locked desk drawer, file cabinet, or other secure enclosure when not in use. When using Sensitive PII, use it in a secure, limited-access area limited to persons with an official need to know.
  6. Avoid faxing Sensitive PII if possible.
  7. If accessing PII away from the office, place the document on a USB drive, or access the data through the Virtual Private Network (VPN) on your computer.

#### General Procedures

1. All parties must ensure that PII used during the performance of Federal grants has been obtained in conformity with applicable Federal or State law.
2. To ensure PII is not transmitted to unauthorized persons, all PII and sensitive data sent via email or stored electronically must be encrypted using industry-standard information processing standards. Emailing unencrypted PII to any entity is not permitted.
3. All PII must be stored in an area that is physically safe from access by unauthorized persons. The data must be processed using Consortium (or related contractor or service provider) equipment and information technology at approved designated locations. Personal Electronic Devices will not be used to process PII.
4. Records/documents containing PII may not be left open and unattended, will be stored in reasonably secure areas including locked rooms or cabinets, and staff handling PII as part of their official duties will treat such documents as confidential.
5. Persons who have access to PII will be advised of the confidential nature of the PII, the safeguards required to protect the PII and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal law.
6. Contractors, service providers, sub-grantees, and others must have established policies and procedures under which their employees and other personnel are aware and acknowledge the sensitive and confidential nature of PII and the safeguards with which they must comply.
7. Contractors and service providers must not extract information from data supplied for any purpose not stated in the grant or funding agreement.
8. Access to PII created by the Consortium must be restricted to only those Consortium employees or employees of contractors, service providers or sub-grantees who need such information to perform duties in their official



capacity.

9. All PII data must be processed in a manner that will protect the confidentiality of records and documents and is designed to prevent the unauthorized dissemination of such information by electronic or other means.
10. Records/Documents that constitute official public records may be released pursuant to a public records request following procedures outlined in Florida law and Consortium policy.
11. Appropriate methods of destroying PII will be used by the Consortium and its contractors or service providers when records are eligible for destruction pursuant to applicable records retention laws and destroyed. Such methods may include shredding, burning, or electronically deleting PII.
12. Any breach or suspected breach of PII must be reported to the Grantee immediately.

Failure on the part of Consortium employees or its contractors, service providers, sub-grantees, and other persons handling PII in association with Consortium business may result in appropriate remedial action including but not limited to employee discipline and contractual termination.

#### **PII SAFEGUARDS WITHIN FLORIDA STATUTES § 119 (“PUBLIC RECORDS”):**

As reflected in Florida Statutes (FS), Chapter 119 (2016) (“Public Records”), the bulk of records that Consortium collects or creates are subject to public disclosure. “Protected Personally Identifiable Information” (“PII”) is often contained within Consortium records. Under many circumstances; however, PII is exempt from disclosure under FS § 119. For example, under FS § 119.071(1)(c), “any financial statement [the Consortium] requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt [from disclosure].” In addition, under FS § 119(5)(b), “bank account numbers and debit, charge, and credit card numbers held by an agency are exempt [from disclosure].” Perhaps most pertinently, under FS § 119.071(5)5, “Social security numbers [SSN] held by an agency are confidential and exempt [from disclosure].” Taking this exemption for SSNs a step further, under FS § 119.071(5)2.a., “[the Consortium] may not collect an individual’s SSN unless the Consortium has stated in writing the purpose for its collection and unless it is: (I) Specifically authorized by law to do so; or (II) imperative for the performance of that agency’s duties and responsibilities as prescribed by law.” It follows that FS § 119—despite its broad ambit—has PII safeguards built within the statute that help the Consortium comply with CFR § 200.303 (“Internal Controls”).

FS § 119 does dictate several scenarios where PII such as SSNs must be disclosed

to third parties. Most notably, under FS § 119(5)(a)7.b., “[the Consortium] may not deny a ‘commercial entity’ engaged in the performance of a ‘commercial activity’ access to SSNs, provided the SSN will be used only in the performance of a commercial activity and provided the ‘commercial entity’ makes a written request for the SSNs. The written request must (I) [b]e verified as provided in FS § 92.525; (II) [b]e legibly signed by an authorized officer, employee, or agent of the commercial entity; (III) contain the commercial entity’s name, business mailing and location addresses, and business telephone number; and (IV) contain a statement of the specific purposes for which it needs the SSNs and how the SSNs will be used in the performance of a ‘commercial activity,’ including the identification of any specific federal or state law that permits such use.” Significantly, FS § 119(5)(a)7.a defines “commercial entity” and “commercial activity” for purposes of FS § 119(5)(a)7 to avoid broad interpretation of these terms. Furthermore, under FS § 119(5)7.c., “[the Consortium] may request any other information reasonably necessary to verify the identity of a ‘commercial entity’ requesting the SSNs and the specific purposes for which the numbers will be used.” To ensure that “agencies” like the Consortium are checking off these provisions prior to disclosing SSNs, FS § 119(5)(a)8.b. subjects public officers to a (maximum) \$500 fine per violation of FS § 119(5)(a). Moreover, *any person* who makes a false representation to obtain an SSN through FS § 119(5)(a) commits a third-degree felony under State law. It follows that while “commercial entities” can acquire SSNs through records requests under FS § 119, there again remain numerous safeguards in place to help the Consortium comply with CFR § 200.303 (“Internal Controls”).

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## **REFERENCES:**

2 C.F.R. § 200.79. Personally Identifiable Information (PII). Title 2 Code of Federal Regulations § 200.79, February 11, 2016.

2 C.F.R. § 200.82. Protected Personally Identifiable Information (Protected PII). Title 2 Code of Federal Regulations § 200.82, February 11, 2016.

Chapter 119, Florida Statutes (Public Records Law).

DHS. 2015. U.S. Department of Homeland Security, DHS 4300A Sensitive Systems Handbook, Version 12.0, November 15, 2015.

[https://www.dhs.gov/sites/default/files/publications/4300A%20Sensitive-Systems-Handbook-v12\\_0-508Cs.pdf](https://www.dhs.gov/sites/default/files/publications/4300A%20Sensitive-Systems-Handbook-v12_0-508Cs.pdf).

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