



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR244209XXXXC003	2. Amendment Number 0003	3. Award /Project Period 02/14/2024 - 07/31/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510		6. Recipient Organization (Name and Address)  CITY OF NORTH PORT 4970 CITY HALL BLVD NORTH PORT FL 34286-4100  UEI Number / DUNS Number: Z9MLXPDL2AM3 / 039567821 EIN:	
7. NRCS Program Contact  Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@usda.gov	8. NRCS Administrative Contact  Name: MOIRA SANFORD Phone: (614) 255-2495 Email: moira.sanford@usda.gov	9. Recipient Program Contact  Name: Tricia Wisner Phone: (941) 240-8060 Email: twisner@northportfl.gov	10. Recipient Administrative Contact  Name: Michael Davey Phone: (941) 468-4644 Email: mdavey@northportfl.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action Amendment/Revision	14. Program Director  Name: Chuck Speake Phone: (941) 240-8090 Email: cspeake@northportfl.gov
15. Project Title/ Description: Damage Survey Report 12-17-22-5078-071 IAN-CNP-001, debris removal in Sarasota County due to Hurricane Ian, 6000029759			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$1,794,049.98	\$540,376.50	
Additional funds total	\$964066.03	\$321355.34	
Grand total	\$2,758,116.01	\$861,731.84	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$2,585,195.53	Other	\$172,920.48
Total Direct Cost	\$2,758,116.01	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$861,731.84
		Total Federal Funds Awarded	\$2,758,116.01
		Total Approved Budget	\$3,619,847.85

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative  Juan Hernandez State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative A. JEROME FLETCHER II, ICMA-CM, MPA CITY MANAGER	Signature	Date

### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

### Purpose

The purpose of this amendment is to increase the eligible construction cost by \$1,285,421.37, for a total construction cost of \$3,446,927.37. This will increase the FA by \$964,066.03, for a total FA of \$2,585,195.53. The TA will be changed from 8.0% of total construction cost to a not to exceed of \$172,920.48.

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

DSR IAN-CNP-001 (12-17-22-5078-071 – Debris and sediment removal in Sarasota County, Florida: \$3,446,927.37

Total Estimated Construction Cost = \$3,446,927.37

### Budget Narrative

The below Budget Narrative replaces the Budget Narrative in the original agreement:

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$3,619,847.85

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$2,585,195.53 (increase of \$964,066.03) + 25% Sponsor \$861,731.84 (increase of \$321,355.34)): \$3,446,927.37

Technical Assistance (TA) Costs:

100% NRCS: \$172,920.48 (changed from 8% of construction cost)

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$172,920.48 for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

- a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
- b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

**Responsibility of the Parties**

No changes are made to this section.

**Expected Accomplishments and Deliverables**

No changes are made to this section.

**Resources Required**

No changes are made to this section.

**Milestone**

No changes are made to this section.

**CITY OF NORTH PORT**  
(Additional Signatories)

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

## **GENERAL TERMS AND CONDITIONS**

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>