



## Board of Directors Meeting

April 15, 2026, at 1:30 p.m. CT

Orange Beach Council Chambers

4099 Orange Beach Blvd., Orange Beach, AL 36561

### 1. Call to Order

### 2. Roll Call

### 3. Public Comment

### 4. Approval of Board Agenda

*Recommend the Board approve April 15, 2026, meeting agenda.*

### 5. Approval of February 4, 2026, Board Minutes

*Recommend the Board approve February 4, 2026, meeting minutes.*

### 6. Staff Updates

- a. Director's Update
- b. Technical Update
- c. Outreach Update

### 7. Action Items

- a. **Approval of National Fish and Wildlife Foundation Grant Award No. 85851, in the Amount of \$250,000, for the Pensacola Bay Oyster Restoration Initiative**  
*Recommend the Board approve, and authorize the Executive Director to execute, National Fish and Wildlife Foundation Grant 85851, in the amount of \$250,000, for the Pensacola Bay Oyster Restoration Initiative.*
- b. **Approval of Repealing and Replacing a Memorandum of Understanding between PPBEP and the U.S. Environmental Protection Agency**  
*Recommend the Board approve repealing, replacing, and authorizing the Executive Director to execute, a Memorandum of Understanding between PPBEP and the U.S. Environmental Protection Agency.*
- c. **Ratifying Approval of Amendment #1 to Contract P2425-01, in the amount of \$25,000, with Moffatt & Nichol for the Carpenter Creek Restoration Project**  
*Recommend the Board ratify approval of Amendment #1 to Contract P2425-01, in the amount of \$25,000, with Moffatt & Nichol for the Carpenter Creek Restoration Project.*
- d. **Approval of a Subaward Agreement Between PPBEP and Santa Rosa County, in the Amount of \$34,227.30, for the Water Quality Monitoring Collaborative Network**



*Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and Santa Rosa County, in the amount of \$34,227.30 for the Water Quality Monitoring Collaborative Network.*

- e. **Approval of a Subaward Agreement Between PPBEP and Escambia County, in the Amount of \$33,000, for the Water Quality Monitoring Collaborative Network**  
*Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and Escambia County, in the amount of \$33,000 for the Water Quality Monitoring Collaborative Network.*
- f. **Approval of a Subaward Agreement Between PPBEP and Okaloosa County, in the Amount of \$14,993, for the Water Quality Monitoring Collaborative Network**  
*Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and Okaloosa County, in the amount of \$14,993 for the Water Quality Monitoring Collaborative Network.*
- g. **Approval of a Subaward Agreement Between PPBEP and City of Orange Beach, in the Amount of \$27,000, for the Water Quality Monitoring Collaborative Network**  
*Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and City of Orange Beach, in the amount of \$31,015.72 for the Water Quality Monitoring Collaborative Network.*
- h. **Approval of Executing an Agreement with James Moore & Co., P.L. for Auditing Services**  
*Recommend the Board approve the proposal and agreement with James Moore & Co., P.L. for auditing services, authorize the Executive Director and General Counsel to finalize the Terms and Conditions, and authorize the Executive Director to execute the Engagement Letter.*
- i. **Approval of a Sponsorship Agreement Between PPBEP and Yamaha Motor Corporation, U.S.A.**  
*Recommend the Board approve, and authorize the Executive Director to execute, a Sponsorship Agreement between PPBEP and Yamaha Motor Corporation, U.S.A.*

## 8. Committee Updates

## 9. Board Updates

## 10. Public Comment

## 11. Adjourn



**Board of Directors  
Meeting Minutes**

February 4th, 2026, at 1:30 p.m. CT

Gulf Breeze City Council Chambers

1070 Shoreline Drive, Gulf Breeze, FL 32561

*Meeting Audio Recording Available Upon Request*

**Members Present**

Colten Wright, Chair	Santa Rosa County
Vernon Compton	City of Milton
Steve Stroberger	Escambia County
Mike Kohler	Escambia County
Kerry Smith	Santa Rosa County
Woody Speed	City of Orange Beach
Tim Burr	City of Gulf Breeze
Ben Boutwell	Town of Century

**Members Absent**

Jared Moore, Vice Chair	City of Pensacola
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**Interested Parties Present**

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Samantha Pitts	PPBEP
Chasidy Hobbs	UWF
Mary Jane Bass	Beggs & Lane
Tyler Jacobs	Moffat & Nichol
Dillon Draughn	Moffat & Nichol
Naisy Dolar	Santa Rosa County

**1. Call to Order**

**2. Roll Call** *(Matt Posner, Executive Director)*  
Staff called the roll. A quorum was present.

**3. Public Comment**  
None

**4. Approval of Board Agenda**  
With no objection, the Board accepted the agenda as presented.



## 5. Approval of December 3<sup>rd</sup>, 2025, Board Minutes

Mr. Compton made a motion to approve December 3<sup>rd</sup>, 2025, meeting minutes. Mayor Boutwell seconded the motion. The motion passed unanimously.

Chair Wright welcomed Commissioner Stroberger to the Board and thanked Commissioner Hofberger and Mr. Norberg for their service.

## 6. Staff Updates

### a. Director's Updates (*Matt Posner, Executive Director*)

#### i. Operations Manager

The new Operations Manager, Sonya Negley, will start on February 23<sup>rd</sup>. Sonya has experience in operations management and scaling non-profit operations, most recently serving 8 years as both an Operations Manager and Executive Director for Metavivor, a non-profit focusing on metastatic breast cancer research, survivor support, and advocacy.

#### ii. Management Conference: April 8<sup>th</sup>, 2026

The 2026 Management Conference is set for April 8<sup>th</sup> at the Sanders Beach-Corrine Jones Resource Center. The Management Conference invites all partners and committee members together for a day-long event. New this year are partner presentation and bigger focus on sharing success stories from around the watershed. Detailed agenda and registration information will be available soon.

#### iii. National Estuary Program Designation Update

Matt Posner (Executive Director) received recent communications regarding the program's NEP enrollment. After confirming with leadership, EPA administrative staff will request a letter of support from the Governor Desantis' office, at which point the Administration should have what is needed to finalize enrollment into the National Estuary Program.

#### iv. 2026-2027 Legislative Budget Request

Representative Andrade (House) and Senator Rodriguez (Senate) are sponsoring the FY2026 Legislative Budget Request of \$990,000 and staff continue to work with the lobbying team to move the request through session.

#### v. Florida Legislation to Watch

Matt Posner (Executive Director) provided a summary of bills to watch currently moving through the legislature:

- *SB 1682 Local Administration of Vessel Restrictions*: authorizes counties and municipalities to administer laws relating to vessels at risk of becoming derelict, long-term anchoring permits, and derelict vessels within their jurisdictions. Local governments that elect to administer these laws must adopt ordinances and coordinate with the Florida Fish and Wildlife Conservation Commission (FWC).
- *HB 1035 Nature-based Coastal Resiliency*: creates several provisions related to using



nature-based methods to improve coastal resiliency, namely requiring FDEP to establish statewide permitting process and develop design guidelines and standards for using green or hybrid infrastructure.

- *SB 840 Land Use Regulations for Local Governments Affected by Natural Disasters:* amends provisions that were included in two sections of 2025's SB 180. SB 840 narrows the geographic area subject to the restrictions for 1 year after hurricanes make landfall. The bill also revises the restrictions to prohibit enforcement of moratoriums that delay repairs; requirements for repairs or reconstruction to comply with comprehensive plan or land development regulation amendments adopted after landfall; or the enforcement of procedural changes made after landfall that increase timeframes for final action related to development permits or development orders.
- *SB 0558: Standards for Stormwater Systems:* Requires stormwater systems owned by counties and municipalities, respectively, to comply with specified Department of Transportation standards; providing inspection requirements for such systems; specifying that certain local standards are superseded, etc. Effective Date: 7/1/2026

Chair Colten Wright also wanted Board Members to be aware of *SB 948 Local Government Land Development Regulations and Orders* which prohibits local governments from imposing regulations governing residential lots unless such regulations meet specified requirements and prohibits local governments from imposing certain regulations if a residential lot is connected to a public water system and a sewerage system.

Chair Colten Wright believes it is detrimental to home rule and growth management. Santa Rosa County is planning to address it at the next Commission meeting, and the City of Gulf Breeze is currently drafting a letter of opposition.

Commissioner Kohler wanted to thank the Escambia County Marine Advisory Committee and Natural Resources Management Department staff for their work on SB 1682, which was a direct result of derelict vessel issues in Bayou Chico.

**vi. Evening for the Estuaries**

Please save the Date for the 4<sup>th</sup> Annual Evening for the Estuaries Gala, on Friday, October 16th, 2026. This year, the gala will take place at the Pensacola Yacht Club. Staff thanked the Coastal Arts Center in Orange Beach for hosting the event in past years and staff plan to rotate the event between Orange Beach and Pensacola for future years.

**b. Technical Update (Whitney Scheffel, Senior Scientist)**

**i. ADEM Non- Point Source Conference**

Whitney Scheffel (Senior Scientist) and Chloe Ray (Environmental Technician) attended the ADEM Non-Point Source Conference in Wetumpka, AL. It was a great opportunity to connect with partners from the northern and Alabama side of the watershed and discuss upcoming projects.



- ii. Microbial Source Tracking**

PPBEP will be partnering with Escambia County to monitor 9 sub-basins across the Pensacola and Perdido Bay watersheds for bacteria and nutrient sources. Other project partners include utilities, state and federal agencies. Staff are currently compiling an existing Data Analysis report, which should be completed in May and scouting future sampling locations. Commissioner Kohler requested the data analysis report once completed.
- iii. Seagrass Mapping**

Project partners University of Southern Mississippi collected aerial and satellite imagery in November 2025 to determine the best method for assessing seagrass extent in the bay systems. Staff will be working with USM researchers to assess the imagery and update seagrass maps.
- iv. UWF Larval Sample Processing**

Staff visited Dr. Amanda Croteau's lab at UWF to view plankton tow samples collected during the 2025 Oyster Spat and Larval sampling event in East Bay. Dr. Croteau's lab analyzes concentrated samples of the biomass collected under microscopes and calculates the volume of bivalve larvae within each sample. Once complete, the data will help inform design for the Oyster Restoration Initiative.
- v. Vibrio Round Table Event**

Staff and Technical Committee members are developing a Vibrio Round Table event for late April/May to provide current science-based information, address misconceptions, and listen to public concerns. Staff held a similar event with the Oyster Sub-Committee that was very successful and produced several project ideas. Staff will share the agenda and date once confirmed.
- vi. Carpenter Creek Restoration**

PPBEP staff and Moffat and Nichol continue to seek access agreements from property owners along the creek. The team has employed ORC, a real estate firm, to help obtain access agreement from corporate owners and other unique owners. The team also held the first Creek Stewardship Committee meeting in December and look forward to future engagement with that group. A Creek Recon data collection event is tentatively scheduled for early March, with an additional Open House planned for March 19<sup>th</sup> at the Tryon Library from 5:00-6:30pm.
- vii. Oyster Restoration Initiative**

Staff and Jacobs Engineering have been working on the permitting and design approach to help set the project up for long-term success. Primary construction materials and reef configurations have been decided, with placement decisions to be guided by hydrodynamic modeling. Staff and Jacobs are now preparing for pre-application meetings with state agencies.



With the closure of Pensacola Bay Oyster Hatchery, staff need to evaluate other sources of oyster larvae and have had several conversations with other oyster restoration groups about the feasibility of developing an oyster hatchery for long-term restoration success.

- viii. **Living Shoreline Assistance Program** (*Paige Lansky, Coastal Restoration Coordinator*)  
Staff are moving forward with Open House events for the Pensacola Bay phase of the project. The January Open House was well attended at the Sanders Beach-Corrine Jones Resource Center. Staff will host another workshop in February at the same location and a March Open House at the Bagdad Community Center. Site assessments are underway for eligible Pensacola Bay properties and installation of Perdido Bay sites is expected to begin later this Spring.
- c. **Outreach Update** (*Samantha Pitts, Outreach and Education Program Manager*)
- i. **Pensacola Bay Oyster REEF**  
Staff hosted a Teacher Refresher Workshop on January 21<sup>st</sup> for teachers interested in participating in the Pensacola Bay Oyster REEF project, representing 4 schools in Escambia and Santa Rosa County. Staff and teachers will be working to implement curriculum in the classrooms this spring with additional teacher outreach and curriculum development to follow later this year.
- ii. **Spring Outreach Events**  
Staff have a series of public events planned for the spring months including:
- February 15<sup>th</sup>: Mardi Gras Tree Bead Clean Up with Ocean Hour
  - February 20<sup>th</sup> Restoration Ramble: Tot Trot at Shoreline Park
  - March 7<sup>th</sup>: West Florida Fire & Nature Festival
  - March 19<sup>th</sup>: Carpenter Creek Open House
  - March 20<sup>th</sup> Restoration Ramble: Carpenter Creek Headwaters Park
  - April 10<sup>th</sup> Restoration Ramble: Lower Perdido Island Projects
  - April 17<sup>th</sup>: Santa Rosa County Bay Day
- iii. **Education and Outreach Look Ahead**  
Outside of public programming, staff will be working on reviewing the Education and Outreach strategy for future updates and will be planning volunteer training sessions for Panhandle Manatee Program, Critter Catchers and the new community science program Eyes on Seagrass.

## 7. Action Items

### a. Election of 2026 Chairman and Vice Chairman

Councilman Tim Burr made a motion to elect Colten Wright as Chair. Vernon Compton (City of Milton) seconded. The motion passed unanimously.

Commissioner Kerry Smith made a motion to elect Tim Burr as Vice Chair. Commissioner Mike Kohler seconded. The motion passed unanimously.



Matt Posner, Executive Director, explained that 2025 elections were delayed due to the January Snowstorm, so terms were slightly shortened. The new Chair and Vice Chair terms would begin at the March meeting. Chair Wright thanked Councilman Moore for his service on the Board.

**b. Affirm 2026 Bank Signature Authority**

Vernon Compton (City of Milton) made a motion affirming calendar year 2026 signature authority for the Chairman, Vice Chairman, and Executive Director for the Program's Hancock Whitney Bank accounts. Commissioner Mike Kohler seconded. The motion passed unanimously.

**c. Approval of a Subaward Agreement with Santa Rosa County, in the amount of \$341,077, for the Santa Rosa County Septic to Sewer Conversion Project**

Councilman Tim Burr made a motion approving and authorizing the Executive Director to sign a Subaward Agreement with Santa Rosa County, in the amount of \$341,077, for the Santa Rosa County Septic to Sewer Conversion. Vernon Compton (City of Milton) seconded. The motion passed unanimously.

**d. Approval of National Fish and Wildlife Foundation Grant Award No. 0318.26.088194, in the amount of \$1,380,000, for the Carpenter Creek Restoration Project**

Commissioner Mike Kohler made a motion approving and authorizing the Executive Director to execute the National Fish and Wildlife Foundation Grant 0318.26.088194, in the amount of \$1,380,000, for the Carpenter Creek Restoration Project. Mayor Ben Boutwell seconded. The motion passed unanimously.

**e. Approval of a Letter to the Florida Legislature Regarding PPBEP's Legislative Budget Request**

Commissioner Mike Kohler made a motion approving transmittal of a letter to the Northwest Florida Legislative Delegation, and the House and Senate Appropriation Committee Chairs, urging them to support PPBEP's Legislative Budget Request. Councilman Tim Burr seconded. The motion passed unanimously.

**8. Committee Updates**

**a. Technical Committee (Chasidy Hobbs, UWF)**

The next Technical Committee meeting will be February 17<sup>th</sup> and will focus on improving committee engagement and recruiting new committee members. PPBEP and UWF are working to bring a Student Poster Session to the Management Conference to highlight student-led research. Staff will also begin seeking silent auction items for the Gala and Ms. Hobbs urged the Board to think of potential donors or sponsors for the event.

**b. Education & Outreach Committee (Samantha Pitts, PPBEP)**

The Education and Outreach Committee will meet on February 12<sup>th</sup> and will also focus on growing committee engagement and providing meaningful engagement for existing partners.



## **9. Board Updates**

- Chair Colten Wright thanked Matt Posner (PPBEP) and Naisy Dolar (Santa Rosa County) for their work in submitting a grant application on a tight timetable that support acquisition of the 27-ac acquisition Soundside Drive parcel in Midway. Private citizens raised \$150,000 and the County was able to match with \$850,000 to purchase the property for permanent conservation and passive recreation. Naisy thanked the Save our Soundside and Bream Fisherman Associations for their support and background information that greatly aided in developing the grant application.
- Commissioner Mike Kohler highlighted a recent Brownsville Town Hall regarding septic-sewer conversion that was well attended and provided great feedback to county staff. Escambia County will be making a DC trip and Commissioner Kohler expressed a desire to help with NEP Designation if possible. The Pensacola Bay Living Shoreline Project is wrapping up and will feature a volunteer White Island Planting event in coordination with PPBEP.
- Vernon Compton (City of Milton) thanked Chasidy and her staff at UWF for their assistance in developing the Fire and Nature Festival which will be taking place at the UWF Edward Ball Nature Trail on March 7<sup>th</sup>. He made the Board aware of the newest state park, Shoal River Headwaters State Park, just west of Defuniak Springs, which feeds into Yellow River and eventually Pensacola Bay.
- Woody Speed (City of Orange Beach) announced the City has recently passed a new wetland ordinance due to nuisance flooding from recent development. The new ordinance is more stringent than state and federal standards. The City is also exploring a Land Acquisition and Conservation ordinance to support habitat and land conservation programs.

## **10. Public Comment**

None

## **11. Adjourned**



### Agenda Item 7.a.

#### **Approval of National Fish and Wildlife Foundation Grant Award No. 85851, in the Amount of \$250,000, for the Pensacola Bay Oyster Restoration Initiative**

Background: This project is part of the Pensacola Bay Oyster Restoration Initiative (Initiative), a transformational vision to restore 600-hectares (1,482 acres) of oyster habitat in the Pensacola Bay System (PBS), Florida over the next ten years to enhance whole-ecosystem resilience of the American oyster (*Crassostrea virginica*).

Historically, the PBS supported over 12,140 hectares (30,000 acres) of oyster habitat, based on an interpretation of the first known oyster coverage map produced by the United States Fish Commission in 1883. Due to a variety of anthropogenic factors, including sedimentation, wastewater and stormwater inputs, overharvesting, and loss of suitable substrate, 95% of oyster habitat in the PBS has been lost since the 1950s.

This project will construct up to 97.5 acres of subtidal and intertidal oyster habitat in the PBS through the deployment of suitable substrate needed for oyster recruitment and colonization.

Please note the total award is \$10 million. Due to NFWF's policies, they are holding \$9,750,000 in reserve until design and permitting is approved. At that time, an amendment will be processed to release the balance of the grant to fund construction.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, National Fish and Wildlife Foundation Grant 85851, in the amount of \$250,000, for the Pensacola Bay Oyster Restoration Initiative.

Financial Impact: Acceptance of the Subaward Agreement will increase revenue in the Grant Account by \$250,000.

Legal Review: General Counsel has reviewed and approved the Agreement.

**NATIONAL FISH AND WILDLIFE FOUNDATION  
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM  
PROJECT FUNDING AGREEMENT**

**NFWF Gulf Environmental Benefit Fund  
Pensacola Bay Oyster Restoration (FL)  
NFWF Project ID #85851**

This Project Funding Agreement (“Agreement”) is made between Pensacola and Perdido Bays Estuary Program (“Recipient”), with an address of 226 Palafox Place, Pensacola, Florida 32502, and the National Fish and Wildlife Foundation (“NFWF”), with an address of 1625 Eye Street NW, Suite 300, Washington, DC 20006. (Recipient and NFWF each, a “Party,” and together, the “Parties.”)

1. **Source of Funds.** The funds to be disbursed by NFWF to Recipient under this Agreement (the “Funds”) represent a portion of the payments received by NFWF pursuant to a plea agreement and order entered as judgment in the case captioned as United States v. BP Exploration and Production, Inc., Case No. 2:12-cr-00292-SSV (E.D. La.) (the “Plea Agreement”).
2. **Purpose of Funds.** With respect to projects to be funded in the State of Florida, the Plea Agreements require NFWF to administer and disburse the Funds as follows:

To remedy harm and eliminate or reduce the risk of future harm to Gulf Coast natural resources, NFWF shall use [the Funds] to conduct or fund projects to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. NFWF shall consult with appropriate state resource managers, as well as federal resource managers that have the statutory authority for coordination or cooperation with private entities, to identify projects and to maximize the environmental benefits of such projects.
3. **Project to be Funded.** Under this Agreement, NFWF agrees to disburse Funds to Recipient in accordance with the terms hereof to pay the costs associated with Recipient’s implementation of the project entitled “Pensacola Bay Oyster Restoration (FL)” (the “Project”). A detailed description of the Project, including but not limited to a Project summary, Period of Performance and schedule, purpose, products, outcomes, and deliverables (collectively the “Project Description”), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the “Work”) comprising the Project, all in accordance with the Project Description. The Project Description may not be modified or amended without the prior written consent of NFWF.
4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting in its sole discretion), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “Maximum Amount”).

5. **Project Budget.** The estimated budget for the entire Project from commencement through completion (the “Total Budget”) is attached hereto as Exhibit B. The Total Budget further identifies the individual tasks (“Tasks”) comprising the Work, and sets forth a total sub-budget for each such Task (“Task Budget”). Task Budgets are further itemized into cost categories (“Cost Categories”) reflecting the types of costs included in each Task Budget, and each Cost Category is subject to a total sub-budget (“Cost Category Budget”) as shown. Cost categories are further itemized into distinct line items (“Line Items”), each of which is subject to a total sub-budget (“Line Item Budget”) as shown.

a. The Parties expect that the Recipient will conduct all the Work and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. If at any time during the term of this Agreement Recipient believes, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the Maximum Amount, Recipient shall so notify NFWF immediately in writing.

b. Recipient shall conduct all the Work in conformance with the descriptions thereof set forth in the Tasks and Cost Categories. No Task or Cost Category may be modified or amended without the prior written consent of NFWF.

c. Recipient may request payment of Funds hereunder only in strict conformance with the Total Budget, Task Budget(s), and Cost Category Budget(s). Neither the Total Budget, nor any Task Budget, nor any Cost Category Budget may be modified or amended without the prior written consent of NFWF. Recipient shall not request payment of Funds hereunder in a manner that would result in an exceedance of the Total Budget, or any Task Budget, or any Cost Category Budget, in each case without obtaining the prior written consent of NFWF.

d. The Recipient shall conduct all the Work substantially in conformance with the descriptions thereof set forth in the Line Items and substantially in conformance with the respective Line Item Budget(s). The Recipient may add, delete, or modify individual Line Items and Line Item Budgets within a Cost Category within a Task, without obtaining the prior written consent of NFWF, if and to the extent that the applicable addition, deletion, or modification:

- i. is determined by the Recipient to be necessary and appropriate for Recipient’s implementation of the Work; and
- ii. does not materially change the character of the Work to be conducted under the applicable Task; and
- iii. will not result in an exceedance of the applicable Cost Category Budget; and
- iv. does not result in a change to an existing Line Item Budget from its originally-budgeted amount, or the addition of a new Line Item Budget, in excess of ten thousand dollars (\$10,000).

Recipient must obtain NFWF’s prior written consent for any proposed addition, deletion, or modification of any individual Line Item or Line Item Budget that does not comply with items (i) through (iv) immediately above. NFWF expressly reserves the right to disallow any addition, deletion, or modification of a Line Item or Line Item Budget by Recipient pursuant to this Section 5(d) (whether such disallowance occurs in the ordinary course during the term of this Agreement, in the course of an audit conducted by NFWF during or after the term of this

Agreement, or otherwise) if NFWF determines that the applicable addition, deletion, or modification does not or did not comply with items (i) through (iv) immediately above.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder either for Work costs already paid or incurred by Recipient (such requests, “Reimbursement Requests”) or, upon a demonstration of actual and immitigable need, for Work costs to be paid or incurred by Recipient imminently (such requests, “Advance Requests”). Recipient shall make Reimbursement Requests and Advance Requests in accordance with the following procedures and subject to the following terms and conditions.

a. **Reimbursement Requests.** Recipient may make Reimbursement Requests no more frequently than once monthly during the term of this Agreement. To receive payment for a Reimbursement Request, Recipient must submit to NFWF a written request, in the form attached hereto as Exhibit C.

In the event Recipient is unable to make a certification specified in the Reimbursement Request form at the time Recipient desires to submit a Reimbursement Request, Recipient shall, at such time, submit to NFWF a written explanation of the basis for Recipient’s inability to make such certification. After receipt and review of such written explanation, NFWF will determine in its sole discretion whether to disburse the requested Funds and whether additional conditions to disbursement are required be satisfied by Recipient. Such conditions may include, but are not necessarily limited to, Recipient’s submission for NFWF approval of a request to amend the Project Description, the Total Budget or any Task Budget.

NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Reimbursement Request within thirty (30) days of NFWF’s receipt of such Reimbursement Request and all necessary supporting documentation.

b. **Advance Payment Requests.** In exceptional circumstances and based upon demonstration of actual need by Recipient, which need cannot be satisfied by Recipient through other means, NFWF (acting in its sole discretion) may disburse Funds to Recipient to pay for the costs of Work in advance of Recipient’s payment or incurring of such costs. In the event Recipient desires to make an Advance Request, Recipient must submit to NFWF a detailed written explanation of the justification for the Advance Request. After review and consideration of any such written explanation, NFWF will notify Recipient in writing of its determination whether a disbursement of Funds will be made for such Advance Request and, if so, the terms and conditions that will apply to such disbursement. In all cases of advance disbursement of Funds, and without limitation of other terms and conditions that NFWF may impose, Recipient will be required to submit to NFWF on a periodic basis (as specified by NFWF) a written reconciliation of Funds received, Work expenses incurred, Funds disbursed to sub-recipients, and any Funds remaining “on hand” with Recipient as of the date of reconciliation.

c. **Duplicative Funding.** If at any time Recipient receives payment or reimbursement from any other source for the same exact Project Work expense for which NFWF has already provided payment or reimbursement hereunder, the Recipient shall so notify NFWF immediately in writing and shall cooperate with NFWF in remedying the duplicative funding, which may include returning to NFWF the amount of funds received by Recipient as a result of such duplicate payment or reimbursement.

d. Ongoing Compliance. NFWF reserves the right to refuse to pay all or any part of the Funds requested in a Reimbursement Request or Advance Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description, Total Budget, and Task Budget(s).

e. Final Disbursement after Completion of all Work. Notwithstanding any other provision of this Agreement, NFWF shall withhold payment of the final Reimbursement Request submitted by Recipient until such time as Recipient has completed the Work and submitted to NFWF all deliverables associated with the Work and this Agreement (including but not limited to the Final Reports required pursuant to Section 8 below). Within thirty (30) days after NFWF's receipt and acceptance of all such deliverables, NFWF shall disburse to Recipient the amount of Funds properly requested and duly payable under such final Reimbursement Request.

7. **Progress Reporting.**

a. Monthly Progress Consultations. If requested by NFWF, Recipient shall provide NFWF the opportunity to participate in consultations on a monthly basis during the term of this Agreement to provide NFWF with updates on the progress of the Work and Project. Such consultations (which may be in-person, telephonic, or otherwise) shall be scheduled at mutually acceptable dates and times by Recipient in coordination with NFWF.

b. Quarterly Progress Reports. By January 31, April 30, July 31, and October 31 of each calendar year during the term of this Agreement, Recipient shall prepare and upload to NFWF's electronic grants management system a quarterly progress report containing at least the information set forth in this paragraph (b). Each quarterly progress report is required to provide such information for the period comprised of the immediately preceding three months. Each quarterly progress report is required to contain, at a minimum:

- i. An update on the status of the Project's implementation and Work performed during the applicable reporting period, including a general description of implementation progress to date and a statement as to whether the Project is proceeding in accordance with the Project Description (including whether the Project is on-Total Budget and on-schedule);
- ii. An update on the individual Tasks comprising the Project, including for each Task a summary of (A) the Work performed on such Task during the reporting period; (B) progress made toward Task milestone(s) and/or deliverable(s) as measured against the Task schedule; (C) performance of the Task as against the applicable Task Budget and Cost Category Budgets; (D) any existing or anticipated problems with implementation of the Task; any defects, deficiencies, or delays in the Task Work (including but not limited to the disclosure of any factors that are likely to impact the Project schedule or any Task schedule); and any remedial action(s) planned or already taken with respect to any defects, deficiencies, or delays affecting the Task;

- iii. Copies of all Project products and deliverables produced during the applicable reporting period, including but not necessarily limited to any reports, publications, maps, brochures, photos, videos, outreach tools, or press releases;
- iv. Any other information reasonably necessary for NFWF's evaluation of the Project's progress as measured against the Project Description, Total Budget, and Project schedule.

8. **Final Reports.**

When Recipient believes that it has fully and completely performed all the Work, Recipient shall prepare and upload to NFWF's electronic grants management system a comprehensive report on the Work and the corresponding results (the "Final Programmatic Report") and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report"). (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports.") As appropriate, the Final Programmatic Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Recipient to NFWF as soon as practicable after Recipient reaches a determination that it has fully and completely performed all the Work, and in any event no later than thirty (30) days following the end date of the Period of Performance set forth in the Project Description.

9. **Contact Information.**

NFWF Primary: Lauren Bracken  
National Fish and Wildlife Foundation  
Manager, Impact-Directed Environmental Accounts (IDEA)  
1625 Eye Street NW, Suite 300  
Washington, DC 20006  
Telephone: 202-481-8434  
Fax: 202-857-0162  
E-mail: Lauren.Bracken@nfwf.org

NFWF Alternate: Jay M. Wright  
National Fish and Wildlife Foundation  
Director of Operations, Gulf Environmental Benefit Fund (GEBF)  
Impact-Directed Environmental Accounts (IDEA)  
1625 Eye Street NW, Suite 300  
Washington, DC 20006  
Telephone: 202-857-0166  
Fax: 202-857-0162  
E-mail: Jay.Wright@nfwf.org

Recipient: Matt Posner  
Pensacola and Perdido Bays Estuary Program  
Executive Director  
226 Palafox Place

Pensacola, Florida 32502  
Telephone: 850-595-0820  
Email: [mjposner@ppbep.org](mailto:mjposner@ppbep.org)

Recipient Alternate: Whitney Scheffel  
Pensacola and Perdido Bays Estuary Program  
Senior Scientist  
226 Palafox Place  
Pensacola, Florida 32502  
Telephone: 850-595-0892  
Email: [wascheffel@ppbep.org](mailto:wascheffel@ppbep.org)

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information.

10. **Incorporation of the Project Description and Total Budget.** The Project Description and Total Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF.

12. **Independent Contractor; Subaward of Funds by Recipient.** Recipient shall be an independent contractor with respect to the Project, each part thereof, and the Work, and no contractor, subcontractor, or other recipient of Funds from Recipient (each, a “Sub-recipient”), nor any employee of a Sub-recipient, shall be deemed to be an agent, representative, employee, or servant of NFWF in connection with this Agreement. NFWF shall not have the right to control, nor any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;
- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in the State of Florida;

- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Project Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient engineering, procurement, construction means, methods, techniques, sequences and procedures, as well as for coordinating all Sub-recipients' Work. As between Recipient and NFWF, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any Sub-recipient, and the Parties agree and acknowledge that as between NFWF and Recipient all Work shall be deemed to be the responsibility of, and performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be executed in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend the Period of Performance set forth in the Project Description, and thus the term of this Agreement (as defined in Section 17 below), shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Section 7 and 8 hereof such that the dates are commensurate with the extended term of this Agreement.

17. **Term, Default and Termination.** The term of this Agreement is from the date of the last Party's signature to this Agreement until the date of the later to occur of: (a) the date Recipient receives written acknowledgment from NFWF that NFWF has received satisfactory Final Reports and all other deliverables required hereunder and (b) the date NFWF receives written acknowledgment from Recipient that Recipient has received all Funds required to be disbursed to it hereunder (in either case, the "Term"), unless sooner terminated in accordance with the terms and conditions set forth in this Section 17.

In entering this Agreement and agreeing to provide Funds to Recipient for purposes of the Project, NFWF is expressly relying on the accuracy, validity, and completeness of the information provided by Recipient to NFWF, including but not limited to that contained in any application or proposal for Funds, in the Project Description, and in this Agreement. Any material misrepresentation or material omission of information made by Recipient to NFWF in connection with this Agreement or the Project (as determined by NFWF in its reasonable discretion) shall constitute grounds for NFWF to terminate this Agreement, effective immediately, by written notice delivered to Recipient.

Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail the basis for NFWF's determination of default and shall provide Recipient with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of the maximum amount of Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.

- b. Place no further Work orders or enter into any further contracts or subcontracts for materials, work, facilities, or other aspects of the Work.
- c. Terminate all pending Work orders, contracts, and subcontracts for Work that have not yet commenced.
- d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Work orders, contracts, and subcontracts related to the Work.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
- f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.

18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.

19. **Arbitration and Choice of Law.**

- a. All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.
- b. This Agreement shall be subject to and interpreted by the laws of the State of Florida, without regard to choice of law principles. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the State of Florida.
- c. The terms of this Section will survive termination of this Agreement.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure and comply with all appropriate and necessary public or private permits and consents.

- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF named as an additional insured on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S as applicable to PPBEP.
- d. The terms of this Section will survive termination of this Agreement.

21. **Publicity**. Recipient agrees to give appropriate credit to the “National Fish and Wildlife Foundation” for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. The Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications.

22. **Disclaimers**. Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF’s endorsement of the Work or any deliverables provided pursuant to the Agreement. All information submitted for publication or other public releases of information regarding this Agreement, the Project, or the Work shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the National Fish and Wildlife Foundation. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation.”

23. **Website Links**. Recipient agrees to permit NFWF to post a link on any or all of NFWF’s websites to descriptions of the Work, the Project, or this Agreement.

24. **Evaluation.** Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of five (5) years after the date on which the Final Reports are provided.

25. **Access to Records.** NFWF and any of its duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting disbursements of Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds disbursed to Recipient hereunder.

26. **Severability.** Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

27. **Binding Obligation.** This Agreement has been duly executed by a representative of Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

**IN WITNESS WHEREOF**, both parties have signed this Agreement, intending to be bound legally.

**Pensacola and Perdido Bays Estuary Program**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**National Fish and Wildlife Foundation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Project Description**

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EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

### Grant Information

#### Title of Project

Pensacola Bay Oyster Restoration (FL)

<b>Total Amount Requested</b>	\$ 250,000.00
<b>Matching Contributions Proposed</b>	\$6,525,000.00
<b>Period of Performance</b>	06/01/ 2025 - 05/31/ 2029

#### Project Description

To restore American oyster (*Crassostrea virginica*) habitat in Pensacola Bay, Florida through the deployment of suitable substrate necessary for oyster recruitment and settlement. Project will result in the construction of up to 97.5 acres of subtidal and intertidal oyster habitat creation and/or enhancement, advancing the Pensacola and Perdido Bays Estuary Program's goal to restore 600 hectares (1,482 acres) in the Pensacola Bay System over the next ten years.

#### Project Abstract

This project is part of the Pensacola Bay Oyster Restoration Initiative (Initiative), a transformational vision to restore 600-hectares (1,482 acres) of oyster habitat in the Pensacola Bay System (PBS), Florida over the next ten years to enhance whole-ecosystem resilience of the American oyster (*Crassostrea virginica*).

Historically, the PBS supported over 12,140 hectares (30,000 acres) of oyster habitat, based on an interpretation of the first known oyster coverage map produced by the United States Fish Commission in 1883. Due to a variety of anthropogenic factors, including sedimentation, wastewater and stormwater inputs, overharvesting, and loss of suitable substrate, 95% of oyster habitat in the PBS has been lost since the 1950s.

This project will construct up to 97.5 acres of subtidal and intertidal oyster habitat in the PBS through the deployment of suitable substrate needed for oyster recruitment and colonization.

Planning, design, and permitting have been funded through a National Oceanic and Atmospheric Administration (NOAA) Transformational Habitat and Coastal Resilience Grant and a Florida Department of Environmental Protection Grant.

#### Organization and Primary Contact Information

Organization	Pensacola and Perdido Bays Estuary Program
Organization Type	State or Local Government
City, State, Country	„

Region (if international)

<b>Primary Contact</b>	Matt Posner
Position/Title	Executive Director
Phone and E-mail	850-595-0820 x ; mjposner@ppbep.org



# NFWF

EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

## Additional Contacts

Role	Name



# NFWF

EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

## Project Location Information

Project Location Description	Pensacola Bay System, Escambia County and Santa Rosa County, Florida
Project Country(ies)	North America - United States
Project State(s)	Florida
Project Congressional District(s)	District 1 (FL)

## Permits and Approvals

Permits/Approvals Description:	Environmental Resource Permit - General Permit
Permits/Approvals Status:	Intend to Apply
Permits/Approvals Agency-Contact Person:	Florida Department of Environmental Protection
Permits/Approvals Submittal-Approval Date:	01/01/2026

Permits/Approvals Description:	Section 404 Individual Permit
Permits/Approvals Status:	Intend to Apply
Permits/Approvals Agency-Contact Person:	U.S. Army Corps of Engineers
Permits/Approvals Submittal-Approval Date:	01/01/2026



# NFWF

EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

## Activities and Outcomes

### **Funding Strategy: Habitat Restoration**

Metric: Gulf - American oyster - Marine habitat restoration - Acres restored

Required: Recommended

Description: Enter the number of acres of oyster reef restored; does not apply to artificial reef projects

<b>Starting Value</b>	47.50 Acres restored
<b>Target value</b>	145.00 Acres restored

Note: The starting value of 47.5 acres will be funded through PPBEP's NOAA Transformational Habitat and Coastal Resilience Grant. This acreage was determined based on using a cost per acre of \$100,000. Together, the 47.50 acres funded through NOAA and the 97.5 acres proposed to be funded through NFWF total 145 acres.



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 National Fish and Wildlife Foundation – FL  
 Gulf Environmental Benefit Fund 2025 [Off  
 Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

**BUDGET SUMMARY**

	Personnel	Travel	Equipment	Materials and Supplies	Contractual Services	Other Direct Costs	Indirect Costs	Other	Total
<b>Task 1</b>	\$130,000.00	\$12,833.50	\$0.00	\$0.00	\$0.00	\$0.00	\$21,421.50	\$0.00	\$164,255.00
<b>Task 2</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,750.00	\$0.00	\$3,750.00
<b>Task 3</b>	\$65,000.00	\$6,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,695.00	\$0.00	\$81,995.00
<b>Total</b>	<b>\$195,000.00</b>	<b>\$19,133.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,866.50</b>	<b>\$0.00</b>	<b>\$250,000.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

### TASK 1 - BUDGET DETAILS

#### Task 1 - Project Management

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$130,000.00</b>
Salaries			\$100,000.00
<i>Project Coordinator</i>	\$32.00	3125.00	\$100,000.00
Benefits			\$30,000.00
<i>Project Coordinator</i>	\$0.30	100000.00	\$30,000.00
<b>Travel</b>			<b>\$12,833.50</b>
Other Travel Costs			\$12,833.50
<i>Vessel Usage</i>	\$20.00	400.00	\$8,000.00
<i>Truck Mileage</i>	\$0.65	7436.15	\$4,833.50
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$0.00</b>
Subcontract/Contract - Per Agreement			\$0.00
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			<b>\$0.00</b>
Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$21,421.50</b>
Indirect Costs			\$21,421.50
<i>Indirect</i>	\$142,810.00	0.15	\$21,421.50



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<b>Other</b>			<b>\$0.00</b>
Other			\$0.00
<b>Total Direct Costs</b>			<b>\$142,833.50</b>
<b>Total Indirect Costs</b>			<b>\$21,421.50</b>
<b>Total</b>			<b>\$164,255.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

## TASK 1 - BUDGET NARRATIVE

### Task 1 - Project Management

#### I. Personnel

Salaries

- Project Coordinator will oversee project management. Personnel costs assumes a 3% cost of living increase for all positions. Base salary is based on an average hourly rate. Please note PPBEP tracks personnel time on a bi-weekly percentage basis.

Benefits

- Fringe benefits include retirement contributions, health and dental insurance, and AD&D coverage. PPBEP has established an average fringe rate of 30% for all personnel. 30% average was determined based on previous years actual fringe costs. Actual fringe rate is subject to change year-to-year. PPBEP will only seek reimbursement for actual costs incurred for fringe benefits.

#### II. Travel

Other Travel Costs

- Travel cost is for vessel usage to oversee project construction. This is based on a \$20/hour cost x 400 hours = \$8,000. Vessel cost is based on PPBEP's flat rate for hourly vessel usage and is informed by FEMA's 2023 Equipment Reimbursement rate. Truck mileage is based on 65 cents/mile x 7,436.15 miles over the duration of the project.

#### III. Equipment

Equipment

-

#### IV. Materials and Supplies

Materials and Supplies

-



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

**V. Contractual Services**

Subcontract/Contract - Per Agreement	-
Subgrant - Per Agreement	-

**VI. Other Direct Costs**

Other Direct Costs	-
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**VII. Indirect Costs**

Indirect Costs	-	Indirect costs are based on MTDC using the 15% de minimis rate.
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**VII. Other**

Other	-
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Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

### TASK 2 - BUDGET DETAILS

#### Task 2 - Construction

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$0.00</b>
Salaries			\$0.00
Benefits			\$0.00
<b>Travel</b>			<b>\$0.00</b>
Other Travel Costs			\$0.00
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$0.00</b>
Subcontract/Contract - Per Agreement			\$0.00
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			<b>\$0.00</b>
Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$3,750.00</b>
Indirect Costs			\$3,750.00
<i>Indirect</i>	\$25,000.00	0.15	\$3,750.00
<b>Other</b>			<b>\$0.00</b>
Other			\$0.00



NFWF

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<b>Total Direct Costs</b>			<b>\$0.00</b>
<b>Total Indirect Costs</b>			<b>\$3,750.00</b>
<b>Total</b>			<b>\$3,750.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

## TASK 2 - BUDGET NARRATIVE

### Task 2 - Construction

#### I. Personnel

Salaries	-
Benefits	-

#### II. Travel

Other Travel Costs	-
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#### III. Equipment

Equipment	-
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#### IV. Materials and Supplies

Materials and Supplies	-
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#### V. Contractual Services

Subcontract/Contract - Per Agreement	-	One subcontract is expected to be bid and will be bid in accordance with PPBEP's procurement policy. Cost estimate is based on \$100,000/acre x 97.5 acres for \$9,750,000. Cost estimate will be refined throughout project design.
Subgrant - Per Agreement	-	

#### VI. Other Direct Costs



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Other Direct Costs -

**VII. Indirect Costs**

Indirect Costs - Indirect costs are based on MTDC using the 15% de minimis rate.

**VII. Other**

Other -



Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

### TASK 3 - BUDGET DETAILS

#### Task 3 - Monitoring

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$65,000.00</b>
Salaries			\$50,000.00
<i>Environmental Scientist</i>	\$35.00	1000.00	\$35,000.00
<i>Environmental Technician</i>	\$20.00	750.00	\$15,000.00
Benefits			\$15,000.00
<i>Environmental Scientist</i>	\$0.30	35000.00	\$10,500.00
<i>Environmental Technician</i>	\$0.30	15000.00	\$4,500.00
<b>Travel</b>			<b>\$6,300.00</b>
Other Travel Costs			\$6,300.00
<i>Vessel Usage</i>	\$20.00	250.00	\$5,000.00
<i>Truck Mileage</i>	\$0.65	2000.00	\$1,300.00
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$0.00</b>
Subcontract/Contract - Per Agreement			\$0.00
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			<b>\$0.00</b>



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Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$10,695.00</b>
Indirect Costs			\$10,695.00
<i>Indirect</i>	<i>\$71,300.00</i>	<i>0.15</i>	<i>\$10,695.00</i>
<b>Other</b>			<b>\$0.00</b>
Other			\$0.00
<b>Total Direct Costs</b>			<b>\$71,300.00</b>
<b>Total Indirect Costs</b>			<b>\$10,695.00</b>
<b>Total</b>			<b>\$81,995.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

### TASK 3 - BUDGET NARRATIVE

#### Task 3 - Monitoring

##### I. Personnel

Salaries

- Environmental Scientist and Environmental Technician will oversee project monitoring. Personnel costs assumes a 3% cost of living increase for all positions. Base salary is based on an average hourly rate. Please note PPBEP tracks personnel time on a bi-weekly percentage basis.

Benefits

- Fringe benefits include retirement contributions, health and dental insurance, and AD&D coverage. PPBEP has established an average fringe rate of 30% for all personnel. 30% average was determined based on previous years actual fringe costs. Actual fringe rate is subject to change year-to-year. PPBEP will only seek reimbursement for actual costs incurred for fringe benefits.

##### II. Travel

Other Travel Costs

- Travel cost is for vessel usage to implement project monitoring. This is based on a \$20/hour cost x 300 hours = \$5,000. Vessel cost is based on PPBEP's flat rate for hourly vessel usage and is informed by FEMA's 2023 Equipment Reimbursement rate. Truck mileage is based on 65 cents/mile x 2,500 miles over the duration of the project.

##### III. Equipment

Equipment

-

##### IV. Materials and Supplies

Materials and Supplies

-



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

**V. Contractual Services**

Subcontract/Contract - Per Agreement	-
Subgrant - Per Agreement	-

**VI. Other Direct Costs**

Other Direct Costs	-
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**VII. Indirect Costs**

Indirect Costs	-	Indirect costs are based on MTDC using the 15% de minimis rate.
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**VII. Other**

Other	-
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NFWF

Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

EasyGrantsID: 85851  
National Fish and Wildlife Foundation – FL  
Gulf Environmental Benefit Fund 2025 [Off  
Cycle], Full Proposal



EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

**Matching Contributions**

<b>Matching Contribution Amount:</b>	\$6,250,000.00
<b>Type:</b>	Cash
<b>Status:</b>	Received
<b>Source:</b>	National Oceanic and Atmospheric Administration
<b>Source Type:</b>	Federal
<b>Description:</b>	Transformational Habitat and Coastal Resilience Grant (\$850,000 - design; \$5.4 million construction and seeding)

<b>Matching Contribution Amount:</b>	\$275,000.00
<b>Type:</b>	Cash
<b>Status:</b>	Received
<b>Source:</b>	Florida Department of Environmental Protection
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Florida Legislative Appropriation for design.

<b>Total Amount of Matching Contributions:</b>	\$6,525,000.00
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# NFWF

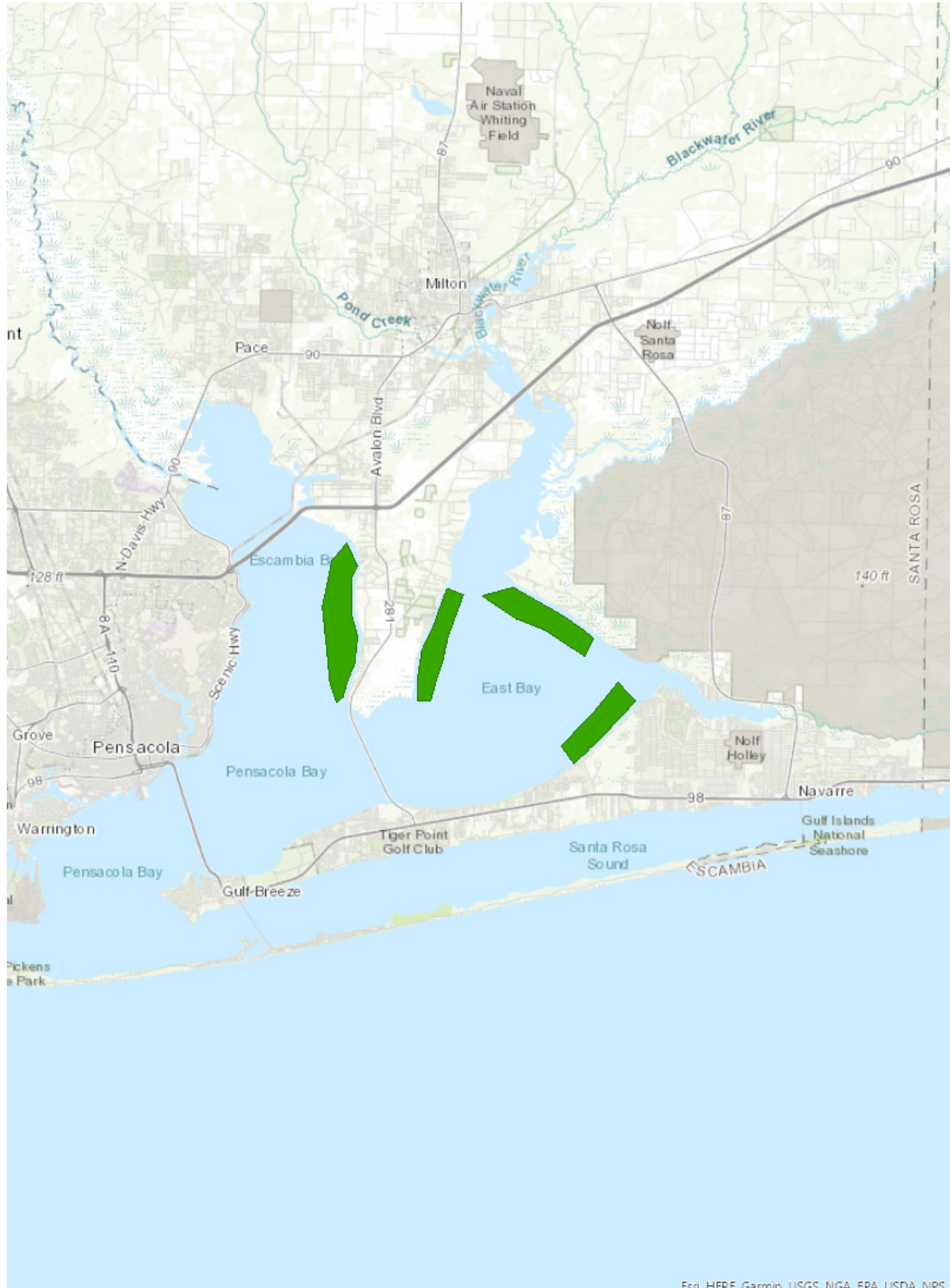
EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program





EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
FLGEBFOC Full Proposal Narrative 2025	PPBEP NFWF GEBF 2024 Narrative--Final--V3--2025.05.21.pdf	Posner, Matt	05/21/2025
Project Map	Oyster Restoration Vision Map_overlay_full.pdf	Posner, Matt	11/18/2024
Certificate of Good Standing	2024 Florida Department of State Filing.pdf	Posner, Matt	11/16/2024
Certificate of Insurance	COI - National Fish and Wildlife Foundation.pdf	Posner, Matt	01/22/2025
Conflict of Interest Disclosure	PPBEP Conflict of Interest Disclosure.pdf	Posner, Matt	11/18/2024
Board of Trustees, Directors, or equivalent	PPBEP Board of Directors.pdf	Posner, Matt	11/18/2024
Statement of Litigation	Statement+of+Litigation.doc	Posner, Matt	11/16/2024
Other Documents	PPBEP Resources Links.pdf	Posner, Matt	11/18/2024
Other Documents	PGP SAJ-99 PERMIT 11-Jan-2024.pdf	Posner, Matt	04/15/2025
Other Documents	Priority locations + historical reefs.pdf	Posner, Matt	04/15/2025
Other Documents	PPBEP Conflict of Interest Policy--Signed.pdf	Posner, Matt	05/06/2025
Other Documents	PPBEP Pensacola Bay Oyster Restoration Gantt Chart--V3.pdf	Posner, Matt	05/21/2025
Other Documents	PPBEP Citations.pdf	Posner, Matt	11/21/2024

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



NFWF

EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2025 [Off Cycle],

Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program



# NFWF

## Project Overview and Natural Resource Benefits

**Instructions:** Save this document on your computer and complete the narrative by entering text into the fillable form boxes provided, in the format provided. The final narrative should not exceed forty (40) pages; do not delete or otherwise manipulate the instructional text below. Once complete, upload this document into the on-line application as instructed. Note: Text in each text box can be formatted as needed and jpegs (maps, photos, etc.) and can be copied into the text box; however, the maximum file size allowed per upload is 15MB. When possible, larger graphics, including but not limited to, photos, work plan diagrams, and Gantt charts, can each be uploaded and appropriately labeled in the “Uploads” section as an appendix to the Proposal Narrative.

### **1: Project Background:**

- 1.01 Description of the project area, including natural resource types and acreage, and watershed or ecoregion that is the focus of the project within which the project area is found, as appropriate.

The Pensacola Bay System (PBS) covers over 6,800 square miles of Northwest Florida and Southern Alabama. The Pensacola Bay Watershed headwaters are in Southern Alabama, and the bay itself lies in Northwest Florida, in Escambia and Santa Rosa counties, adjacent to Alabama and Pensacola, FL. Pensacola Bay is approximately 13 miles long and 2.5 miles wide and lies behind the barrier beach of Santa Rosa Island. The Pensacola Bay estuary encompasses approximately 187 square miles and comprises five interconnected arms: Pensacola Bay, Escambia Bay, Blackwater Bay, East Bay, and Santa Rosa Sound. The bay leads into Escambia Bay to the north and East Bay to the east, and is connected to the Gulf of Mexico by Pensacola Pass. It is partially enclosed by Gulf Islands National Seashore. Within Florida the Escambia River, Blackwater River, Shoal River, and Yellow River drainage basins are the major sources of water to the Pensacola Bay estuary. Several bayous discharge directly to the bay, the largest being Bayou Grande, Bayou Texar, and Bayou Chico. Ecologically diverse, this watershed includes alluvial and blackwater rivers, floodplain swamps, tidal marshes, seagrasses, and oyster beds, among other types of natural communities (PPBEP 2022; NFWFMD 2017).

This project encompasses multiple sites in Escambia Bay and East Bay (see attached map for the generalized project area of four prioritized locations). Project locations will be refined and selected during preliminary design. Generally, the four project locations are comprised of a mixed bottom type, including mud, sand, and shell.

- 1.02 Discussion of the natural resource trends (change in extent and/or quality) and direct causes of loss or decline in the project area. What ecological problems have been identified in the vicinity of the project area that the project seeks to address?

Oyster reefs once dominated the PBS, covering an estimated 132 square kilometers (~32,618 acres) based on a GIS interpretation of the first known map of oyster coverage, produced by the U.S. Fish Commission in 1883. A landmark publication concluded that 85% or more of shellfish reefs worldwide have declined from their known historical extent, and defined oyster reefs as one of the most globally imperiled marine habitats (Beck et al. 2011). The study noted a 50-89% loss of known oyster abundance in the Gulf of Mexico and that “oyster fisheries in the Gulf of Mexico are probably the last remaining opportunity to achieve both large-scale oyster reef conservation and sustainable fisheries” yet went on to state “...but even those reefs have been declining overall”. Thirteen years later and oysters have continued to decline in areas throughout the Gulf of Mexico, including the PBS. The decline of oysters in the PBS can be attributed to a set of inter-dependent factors, including overharvest, sedimentation, lack of suitable substrate, poor water quality and clarity, and insufficient management.

In 2010, oyster habitat mapping was completed for the PBS, revealing a total of 396 ha (980 ac.) of oyster reefs in the system. In 2020-21, mapping and condition assessments of oysters throughout the PBS were undertaken to inform restoration and goal setting, including the reefs restored for harvest in East Bay with *Deepwater Horizon* (DWH) Natural Resource Damage Assessment (NRDA) funding. The results revealed a total of 194 ha (480 ac.) of oyster reefs in the system, a loss of 500 acres of oyster habitat over the eleven-year period. The 2020-21 condition assessment also found remaining reefs had low relief due to dredging of beds that occurred post-DWH and reefs buried from sedimentation. This resulted in remaining reefs having few live oysters and low spat settlement due to insufficient substrate available with little to no relief to support natural recruitment of oyster spat.

The massive loss of a dominant ecosystem component has left the PBS more vulnerable to other ecological and human perturbations, significantly reducing the amount and value of ecosystem services provided by oysters. It also negatively affects the oyster-dependent livelihoods and economy of the region, especially in the face of accelerating sea level rise and other climate impacts.

The health of the PBS depends on quality habitats like oyster reefs. Thus, the loss of oyster fisheries and the habitat that oysters provide creates a cascading series of ecological, economic, and social impacts to the estuaries and coastal communities. Economic consequences have included closures of fish houses and processing plants, and the loss of associated jobs and livelihoods. More subtle effects have included impacts on restaurant and waterfront tourism industries that were supported by a once flourishing oyster fishery. Ecological impacts include declining water quality, loss of habitats supported by oysters (e.g., seagrass, salt marsh), shoreline erosion, and loss of diversity of fish, shrimp, and crab species dependent on oyster reefs including many recreationally and commercially important fishery species.

- 1.03 Is the project identified within a natural resource management or restoration plan(s) or does it otherwise advance specific objectives of such plan(s)? If so, how was this project prioritized for funding consideration?

This project supports implementation of the Pensacola and Perdido Bays Estuary Program’s (PPBEP) [Comprehensive Conservation and Management Plan \(CCMP\)](#), adopted in October 2022. Specifically, the project supports the following:

- Goal 5: Conserve and Restore Critical Habitat
  - Objective 5.1: Improve and support the health and resilience of oysters, including wild, farmed, and restored oysters, to promote a sustainable oyster fishery in the Pensacola Bay System
    - Action 5.1.2: Create a comprehensive restoration approach for Oyster Plan implementation; and
    - Action 5.1.4: Host and support oyster restoration projects in the Pensacola Bay System to improve native oyster populations.

The project aligns with the [Oyster Fisheries and Habitat Management Plan for the Pensacola Bay System](#), adopted in April 2021. In 2019, The Nature Conservancy (TNC) in Florida spearheaded the development of the plan as a new approach to oyster restoration, utilizing a systems-based approach to identify actions and set targets for the long-term recovery of oyster habitat in the PBS. Unlike previous management measures, the plan considered the cumulative effects of restoration, allocating resources among harvestable and non-harvestable or sanctuary reefs, and aquaculture. PPBEP has since adopted the plan and begun implementation of actions by way of the CCMP.

The project also supports the Northwest Florida Water Management District’s [Pensacola Bay Surface Water Improvement and Management Plan](#) adopted in October 2017, specifically Section 4.1.2. [Ecological Restoration – Estuarine Habitat Restoration.](#)

**2: Project Description:** Information in this section should be presented consistently with the GEBF Funding Priorities on the [NFWF Website](#).

- 2.01 What are the goal(s) and quantifiable natural resource objectives of the proposed project?

This project will restore approximately 97.5 acres of oyster reef habitat in the PBS, aligning with NFWF’s coastal bays and estuaries and coastal and marine living resources priorities.

- 2.02 Describe the strategy that will be used to address identified problems and meet the goals and objectives of the project.

The project builds on a foundation of significant investments by the project partners to inform science-based habitat restoration siting and inform community-led goal setting. Over the last two years, TNC, PPBEP, Florida Fish and Wildlife Conservation Commission (FWC), and the U.S. Environmental Protection Agency (EPA) have completed the following products:

**I. Bottom Type Mapping:** Between 2020-21, PPBEP and TNC contracted with a Gulf Coast marine surveying firm to map known and suspected areas of subtidal and intertidal oyster reef habitat within the PBS using a combination of side-scan sonar, poling, and diving techniques. Where exposed oyster reef habitat was found, sampling was conducted to assess the condition of the oysters on these reefs as well as the areal dimensions of the reefs. The sampling results included percent live versus dead oysters, oyster size and density, as well as type of cultch material and invertebrates present. From the information collected on live oysters, the number of harvestable bags was estimated to provide quantitative data on fishery potential. The results of this assessment provide valuable and precise information on where addition of hard substrate is practical for supporting oyster reef creation, where more extensively engineered reef structure may be required to support live oysters, and where oyster habitat restoration should be avoided. This was the first bottom type mapping completed post-DWH oil spill.

**II. Habitat Suitability Model:** The project design will utilize the Oyster Habitat Suitability Model (HSM) developed during the Oyster Fisheries and Habitat Management Plan for the PBS. The HSM utilized nine criteria for spatially characterizing areas most appropriate for oyster reef restoration: contemporary oyster beds, dissolved oxygen (bottom), historical oyster beds, larval recruitment, salinity, seagrass presence, substrate type, aquaculture leases and shipping lanes. Project design will build on the HSM by incorporating more recently collected data and stakeholder preferences.

**III. Spatially Explicit Water Filtration Model:** Project siting and restoration priority will be informed by a spatially explicit water filtration potential model of oysters in the PBS (zu Ermgassen et al. 2024). The model combines the HSM, a hydrodynamic model, and an oyster filtration model. Variation in filtration service was estimated based on changes in biotic and abiotic conditions during the model run period. Different bay-level restoration scenarios were modeled to explore the extent to which filtration services could be affected in all available habitats that are predicted to support oysters, and that gave oysters prolonged access to suspended particles. By virtually placing oysters throughout the estuary, we sought to determine the rank order of restoration priority, by delineating the locations that provide the greatest level of filtration services. Furthermore, we can estimate the maximum proportion of the bay that could be cleared by oysters, and thus the maximum restoration effectiveness to achieve the highest filtration. The modeled outputs also allow us to quantify the localized impacts of each individual location restored, which is an important communication tool when working toward long-term, large-scale goals. Given that filtration scales with the size and abundance of oysters, we also established reasonable reef-level demographic parameters (density and size classes) that can be used as “successful” restoration targets and inform post restoration monitoring.

**IV. Vision Mapping:** Utilizing the outputs from the three products above, PPBEP hosted an Oyster Restoration Site Selection or “Vision Mapping” Workshop in June 2022 with wild harvesters, aquaculture operators, Tribe members, resource managers, and academic experts to begin identifying priority locations for siting restoration based on three objectives including fisheries, habitat, and ecosystem service benefits.

**Pensacola Bay Oyster Restoration:** This project will deploy suitable substrate creating and/or enhancing approximately 97.5 acres of oyster habitat in the PBS. Four generalized project areas have been identified in Escambia Bay and East Bay based on bottom type mapping, habitat suitability, and water filtration model outputs, and input from PPBEP’s Oyster Subcommittee at a workshop held in June 2022. Sites will be further refined during preliminary design (ongoing) based on oyster larval distribution, sediment loading, bottom type characteristics, modeling, and input from regional partners.

The project will involve restoration for harvestable and non-harvestable purposes utilizing a variety of restoration techniques for subtidal and intertidal oyster reefs creation and/or enhancement. Reefs will be sited to promote whole-ecosystem resilience, including creating vertical relief for degraded reefs and constructing new reefs based on larval recruitment potential. Restoration techniques and materials will vary and be finalized during preliminary design. Preliminary design will also consider opportunities for seeding oyster reefs in locations that have low larval concentrations and transport due to the loss of local oyster population. PPBEP will consult with NFWF during the preliminary design to obtain concurrence on project locations, substrate materials, construction methods, and restoration purpose (i.e. non-harvestable and/or harvestable and subtidal and/or intertidal). Conceptually, PPBEP anticipates priority will be placed on subtidal reef substrate creation using a variety of materials, including recycled concrete, rock, and woody material.

- 2.03 Describe how the project will directly remedy harm to, or reduce risk of future harm to, natural resources of a type and in the vicinity of those impacted by the Deepwater Horizon disaster.

This proposal addresses GEBF funding priorities 1 and 3 of the [Florida GEBF Restoration Strategy](#) (FWC and DEP 2018), which is to “restore and maintain the ecological function of landscape-scale coastal habitats” and “to replenish and protect living resources”. The primary priority restoration needs addressed by this project include:

<b>Watershed</b>	<b>Priority Restoration Needs (from Restoration Strategy) *</b>
Pensacola	<ul style="list-style-type: none"> <li>• Habitat restoration/protection – reef/living shoreline (15%)</li> <li>• Shellfish – restoration/protection (20%)</li> </ul>

\*Percentages equal the relative importance of the priority restoration need in that watershed.

Additionally, this project will secondarily address the following priority restoration needs: “Habitat restoration/protection – general (21%)” and Multi-taxa – restoration/protection (26%)” priority restoration needs in the Pensacola watershed.

The project will restore lost and degraded oyster habitat in the PBS by creating approximately 97.5 acres of oyster habitat. Deployment of suitable substrate will create the vertical relief needed to support oyster larval settlement and long-term sustainment of the resource and return of the oyster fishery.

- 2.04 What are the project’s expected short-term net benefits to Gulf Coast natural resources and long-term measurable outcomes? This should be expressed in the narrative consistently with the project metrics identified in the Metrics section of the Full Proposal and the monitoring plan descriptions in the Scope of Work, Management Plan, and Schedule upload of the Full Proposal.

Short-term net benefits include the creation and/or enhancement of approximately 97.5 acres of oyster habitat in the PBS. Long-term measurable outcomes include a net increase and sustainment of oyster density on the created and/or enhanced reefs.

- 2.05 If this project is a continuation or expansion of an existing project, describe the status and results/outcomes achieved to date.

This project is not a continuation or expansion of an existing NFWF GEBF project. However, this project is part of the larger PBS Oyster Restoration Initiative (Initiative), a transformational vision to restore 600-hectares (1,482 acres) of oyster habitat in the PBS over the next ten years to enhance ecosystem resilience, rebuild a sustainable fishery, and improve economic vitality. PPBEP has received a NOAA Transformational Habitat and Coastal Resilience Grant to fund planning, design, and permitting for the Initiative and partial funding for implementation of Phase I construction, which is the first 100 hectares (247 acres) of restoration. Between the NOAA and NFWF grants, it is currently anticipated approximately 145 acres of habitat will be created and/or enhanced.

Lessons Learned: As mentioned throughout the narrative, scaling up restoration is one of the primary objectives of the Oyster Restoration Initiative. PPBEP and the project team are undertaking a nation-wide review of past, current, and future oyster restoration projects to apply lessons learned and the best available science to the Oyster Restoration Initiative. As of December 2025, through NOAA, has engaged the Chesapeake Bay Program, North Carolina Coastal Federation, and organizations in Texas, Louisiana, and Florida. Throughout design, PPBEP will engage these practitioners and others to synthesize lessons learned focusing on materials, scale, recruitment success, cost, and sustainability, among other factors.

Local case studies in the PBS include the recently completed East Bay Oyster Restoration Project funded by NFWF and the Pensacola Bay Oyster Cultching Project funded by NRDA. The East Bay Project constructed thirty-three intertidal oyster reefs in East Bay using Kentucky Blue Stone. The Cultching Project utilized traditional cultching practices and deployed small grade limestone across approximately 88 acres in the PBS. Post-construction monitoring for the East Bay Project has shown sustained oyster growth while the Oyster Cultching Project has not sustained growth. The projects have notable differences to consider, including materials used (Kentucky Blue Stone vs. small grade limestone and fossilized shell), reef type (intertidal vs. subtidal), and construction techniques (reefs designed and constructed by barge vs. traditional cultching with material sprayed off a barge). The East Bay Project is highly engineered, resulting in intertidal reefs that are cost prohibitive to scale-up. While the Cultching Project is cost effective, the materials used have been ineffective at sustaining growth due to the placement and insufficient vertical relief created.

Lessons learned from these projects indicate the NRDA project did not have sufficient vertical relief nor suitable size material to sustain oyster growth. It should be noted this project had limited engineering and modeling to support site selection and suitability. The East Bay Project is actively being monitored and has shown success recruiting and sustaining oyster growth. However, the PBS has historically had limited intertidal oyster habitat and the design of the East Bay reefs are cost prohibitive. The Oyster Restoration Initiative will utilize a multi-pronged approach to achieve restoration, first by utilizing data, modeling, and local expertise to properly site and size reef structures. The oyster larval study will inform reef siting, including identifying reefs that need to be pre-seeded. Sediment transport modeling will be used to ensure reefs are not silted over, and a materials analysis will compare material suitability with local conditions in the PBS and weigh those suitability factors against cost.

- 2.06 If the proposal does not include all work required to fully implement the project (e.g. the proposed project is an early phase of a project such as engineering and design), please indicate how the remaining components of the projects will be implemented.

To date, PPBEP and partners have completed bottom type mapping, a habitat suitability model, water filtration model, and a vision mapping workshop with the PPBEP Oyster Subcommittee to determine priority locations for oyster habitat restoration.

Planning, design, and permitting have been funded by a Florida Legislative Appropriation to PPBEP and through a portion of the NOAA Transformational Habitat Restoration and Coastal Resilience grant fund. Planning, design, and permitting are currently underway and are expected to be completed in summer 2026. NFWF funding will augment NOAA funding to implement Phase I construction, which targets up to the first 100 hectares (247 acres).

The table below indicates the anticipated completion of tasks. This schedule is subject to change.

<b>Task</b>	<b>Anticipated Completion</b>
Bottom Type Mapping	Complete
Habitat Suitability Model	Complete
Spatially Explicit Water Filtration Model	Complete
Vision Mapping	Complete
Preliminary Design (30%)	November 2025
Desktop Analysis and Data Collection	January 2026
60% Construction Drawings & Specifications	February 2026
100% Construction Drawings, Specifications, & Bid Documents	Summer 2026
Permit Applications Submitted	January 2026
Permit Applications Approved *subject to regulatory agencies*	Fall 2026

PPBEP will leverage funding and continue to seek funding until the 600-hectare habitat creation goal is realized. PPBEP will develop an implementation funding strategy concurrently with project design.

## Scope of Work, Management Plan, and Schedule

### **3: Scope of Work:**

The Scope of Work must be structured and substantiated through the framework of distinct project tasks (each, a “Task”). Each Task in the Scope of Work should be comprised of no more than a few activities or work packages that are meaningfully related or that, as a whole, will result in one or more common output(s) and/or deliverable(s).

All Tasks should correspond and be named and numbered consistently and identically throughout the scope of work, budget, schedule, and uploads within the Full Proposal. An Applicant should only propose a Task if it intends to seek GEBF funding for that Task.

The Scope of Work must be organized and described to a level of detail such that the Applicant will be able to directly connect work descriptions in its reimbursement requests to its Scope of Work. Task descriptions should include quantifications as much as possible and avoid open-ended characterizations such as “Perform Analysis” or “Do Research,” focusing instead on describing specific work in relation to desired output(s) and/or deliverables(s).

For each Task, please address the following:

- Detail and thoroughly describe the work comprising the Task.
- To the extent that formal planning or budgeting documents for the Task have been prepared, please briefly describe and upload such documents. If further planning and development work is required to finalize the work plan for the Task, please describe the planning and development work that needs to be performed and when that work is expected to be complete. Highlight Sub-recipient work packages that won’t be fully defined until the project is underway. (Note, during the life of a project, NFWF must approve work packages before Sub-recipient services are solicited.)
- Identify the project team members (Applicant, Sub-recipient, and partnering/ cooperating entity personnel) responsible for the performance of the work comprising the Task. Specifically identify the team member who will be responsible for controlling the Task’s scope and budget and initiating the process of notifying NFWF about anticipated changes to the Task’s scope, budget or schedule.
- Briefly describe the expected output(s) and deliverable(s) of the Task and how each one supports the goal(s) of the overall project. NOTE: Copies of all deliverables associated with a certain Task must be submitted to NFWF when available or no later than the first quarterly report after completion of the deliverable. NFWF may also reach out to request specific information at any time.
- Please describe in detail how NFWF will be included in appropriate review and decision milestones associated with the Task.

### **Task 1: Project Management**

Task 1 includes procurement, construction oversight, and general project management that will run the entire length of the project.

**Responsible project team members:** The Pensacola and Perdido Bays Estuary Program (PPBEP; Matt Posner and Zach Schang) will be responsible for grant management, project management, procurement, in coordination with NFWF.

**Deliverable(s):** Basis of Design Report, copy of bid documents, construction contract, final reports, quarterly reports, reimbursement requests, and amendments. Bid documents will be provided to NFWF for review prior to advertisement to ensure consistency with grant goals. Executed construction contract will be provided to NFWF prior to issuance of a Notice to Proceed (NTP).

**NFWF review:** PPBEP will hold at least two milestone meetings with NFWF at preliminary design (30% design) and 60% design to maintain alignment on project development. The Draft bid package will be sent to NFWF for review prior to finalizing and advertising the project for bids. Ninety (90) days will be required between bid advertisement and execution of the construction contract.

### **Task 2: Construction**

Approximately 97.5 acres of oyster habitat is proposed to be constructed in the PBS. Project locations, construction methods, and construction materials will be decided during preliminary design (ongoing). Design decisions will be summarized in the Basis of Design Report. Construction methods and materials will be documented in the construction specifications document accompanying design plans and permits.

**Responsible project team members:** The PPBEP (Matt Posner and Zach Schang) will be responsible for construction oversight. The construction contractor (to be determined) and any subcontractors will be responsible for construction.

**Deliverable(s):** As-built certification, quantities, and photographs will be provided to NFWF.

**NFWF review:** Upon NTP, NFWF is invited to participate in construction site visits with PPBEP. PPBEP will provide written updates and photographs with the submittal of quarterly reports to NFWF.

### **Task 3: Monitoring**

PPBEP will develop a MAP plan, funded by PPBEP's NOAA Transformational Habitat and Coastal Resilience grant, covering the entirety of the project. The project includes one year of post-construction monitoring completed by PPBEP.

Pre-construction monitoring will be performed to document existing conditions to set a baseline for future comparison. As-built monitoring will be performed to verify the project is implemented according to final plans, regulatory authorizations, and funding agreements. Post-construction monitoring will be performed to track progress, assure project is on track to achieve specific goals and objectives, and

inform the adaptive management process. The adaptive management plan will establish feedback mechanisms to incorporate data collected prior to and during post-implementation monitoring to inform corrective actions and other project-based decisions. Monitoring is discussed further in Section 9.

**Responsible project team members:** PPBEP (Whitney Scheffel, Zach Schang, Haley Gancel, and Chloe Ray) will be responsible for preparation of the MAM plan and post-construction monitoring.

**Deliverable(s):** The draft and final MAM plan, funded through PPBEP’s NOAA grant, will be provided to NFWF for review and comment prior to commencement of data collection. Monitoring deliverables will be identified in the MAM plan.

**NFWF review:** PPBEP will provide the draft MAM plan to NFWF for review. Project-specific deliverables will be identified in the MAM plan. PPBEP will provide the MAM plan to NFWF for review in accordance with the project schedule below.

#### **4: Schedule:**

4.01 Please provide a project schedule that details the timeline and planned completion date for each Task in the Scope of Work. Task time periods must be presented on at least a month and year basis. i.e. each Task should include a start and end month. Please ensure that all task names and numbers are presented consistently and identically to the Scope of Work. The completion date for the overall project (exclusive of monitoring and operations and maintenance requirements) must occur within two to three (2-3) years from the beginning of the project period of performance unless otherwise approved by NFWF. If the Schedule is uploaded as a separate document, please indicate in the space below.

NFWF prefers that a Gantt chart be uploaded to serve as the Schedule. If a Gantt chart is uploaded, please ensure that all task names and numbers are consistent with the Scope of Work.

Please see attached Gantt chart.

#### **5: Management Plan**

##### **Applicant Team:**

5.01 Provide a summary of your organization’s experience with completing similar projects. If available, please include a brief fact sheet or final product from a similar project completed by your organization.

PPBEP was established in 2018 through Interlocal Agreement among nine local governments in Florida and Alabama after securing a \$2 million RESTORE Act grant from the U.S. EPA Gulf of Mexico Division to

coordinate watershed-scale restoration, monitoring, and education across the Pensacola and Perdido Bay systems. The CCMP – A Prescription for Healthy Bays – serves as PPBEP’s 10-year guiding blueprint in which the PBS Oyster Restoration Initiative (Initiative) is a priority action to be undertaken. The Initiative is a transformational vision to restore 600-hectares (1,482 acres) of oyster habitat in the PBS over the next ten years to enhance ecosystem resilience, rebuild a sustainable fishery, and improve economic vitality.

While initially hosted by Escambia County, PPBEP became an independent agency in October 2023 and is established as a not-for-profit corporation serving as an instrumentality of government. By IRS definition, PPBEP remains classified as a local government. PPBEP is overseen by a Board of Directors with an appointed Executive Director executing day-to-day operations. PPBEP has a staff of eight environmental scientists, project managers, outreach specialists, and grant administrative staff.

PPBEP is currently managing multiple federal and state grants valued at over \$15 million. The largest, nearly an \$11 million investment from NOAA for the Transformational Habitat and Coastal Resilience Grant, is funding planning, design, and permitting, and partial construction funding of the Initiative. For more information on PPBEP, please visit [www.ppbep.org](http://www.ppbep.org).

- 5.02 Provide a list of key project staff at your organization that will be performing project work and include a description of the following for each member:
  - 5.02.1 Role(s) and responsibilities for this project
  - 5.02.2 Expertise
  - 5.02.3 Prior experience in completing similar work

Matt Posner, Executive Director, PPBEP

- Role: Authorized Official and Project Director. Will oversee overall compliance and approvals.
- Expertise: Project Management, Grant Management, Administration, Funding
- Prior Experience: Matt has over ten years of experience in grant writing, grant management, project management, government affairs, and administration. Matt has served as Executive Director of PPBEP since November 2021 and prior to that served as the Escambia County RESTORE Program Manager from August 2018 to November 2021. Matt has managed over \$50 million in federal, state, local, and foundation grants.

Zach Schang, Project Coordinator, PPBEP

- Role: Project Manager. Will oversee day-to-day construction oversight.
- Expertise: Project Management, Restoration Construction, Monitoring

- Prior Experience: Prior to joining PPBEP in October 2024, Zach served as the Northwest Aquatic Preserve Manager with DEP. Zach served with DEP for 18 years and oversaw living shoreline design, construction, and monitoring, among other duties.

Whitney Scheffel, Senior Scientist, PPBEP

- Role: Monitoring Lead. Will oversee MAM plan development and monitoring coordination.
- Expertise: Coastal Monitoring and Research, Project Management
- Prior Experience: Whitney has served as PPBEP’s Senior Scientist since March 2020. Prior to joining PPBEP, Whitney was a Lab Manager at the University of Florida Nature Coast Biological Station and previously with Dauphin Island Sea Lab as a Project Manager.

Haley Gancel, Ph.D., Environmental Scientist, PPBEP

- Role: Monitoring Co-Lead. Will assist with MAM plan development and monitoring implementation.
- Expertise: Coastal Monitoring and Research, Project Management
- Prior Experience: Haley has served as PPBEP’s Environmental Scientist since November 2021. Prior to joining PPBEP, Haley was a post-doctoral associate with the University of Florida, and previously with Dauphin Island Sea Lab.

Chloe Ray, Environmental Technician, PPBEP

- Role: Field monitoring support and data analysis.
- Expertise: Field Monitoring
- Prior Experience: Prior to joining PPBEP in September 2024, Chloe led water quality monitoring for Mobile Baykeeper and previously served as an Environmental Specialist with the Florida DEP.

**Sub-Recipient Team(s):**

***A sub-recipient is any entity receiving funds for the project that is external to the recipient (e.g. sub-awardees and sub-contractors).***

5.03 To the extent that Sub-recipient(s) have been identified for the performance of certain portions of the Scope of Work, provide the following information for each known Sub-recipient:

5.03.1 The organization’s name

5.03.2 A brief description of the project work it will perform

5.03.3 Its experience with completing similar work

5.03.4 A list, if known, of Sub-recipient staff that will be performing the work. The list should include: descriptions of each member, her/his expertise, prior experience in completing similar work, and role(s) and responsibilities for this project.

5.03.5 A brief description of the status of securing the Sub-recipient, identifying key steps in the procurement process and estimating when the draft work package will be sent to NFWF for review and the time required after NFWF's review to initiate and complete the procurement of the Sub-recipient. **Also note potential risks to the project if delays or breakdowns in the procurement process are encountered.**

N/A

5.04 To the extent that Sub-recipient(s) have yet to be identified for the performance of certain portions of the Scope of Work, for each work package briefly describe how a Sub-recipient will be sourced and procured, identifying key steps in the procurement process and estimating when the work package will be sent to NFWF for review and the time required after NFWF's review to initiate and complete the procurement of a Sub-recipient for the work package. Please note any potential risks to the project if delays or breakdowns in the procurement process are encountered.

PPBEP will issue a bid for construction services consistent with PPBEP's Operations Manual, Florida statutes, and 2 CFR 200. A bid package will be developed following 100% design completion. Sealed bids will be obtained from responsive and responsible firms. Selection will occur in compliance with PPBEP's procurement policy included within the PPBEP Operations Manual, subject to the approval of the PPBEP Board of Directors. NFWF will review the bid package prior to advertising and the negotiated contract prior to execution. Sixty (60) days will be required between bid advertisement and execution of the construction contract. In the event alternative construction methods are recommended during the design process, such as utilizing an internal PPBEP construction team or through volunteer reef builds, PPBEP will coordinate review and pre-approval with NFWF.

## **6: Partnerships:**

In addition to Sub-recipients that will be part of the Overall Project Team, please identify the other cooperating partners directly related to this project that will not be funded through NFWF and describe:

6.01 Their connection(s) to the project and related responsibilities

N/A

6.02 How their work or the availability of funding for such work has the potential to impact the Scope of Work, Schedule or Budget described herein

N/A

6.03 What sources of external funding will be applied to activities directly connected to the work for which GEBF funding is requested.

Design and permitting has been funded by a Florida DEP grant by way of a Florida Legislative Appropriation, and a NOAA Transformational Habitat and Coastal Resilience Grant. Funded activities include desktop data compilation and analysis, data collection (bathymetric data, geotechnical survey, wave climate data, larval distribution survey), preliminary design (hydrodynamic modeling, salinity modeling, sediment transport, material selection analysis, design alternative evaluation, opinion of construction cost), cultural resource assessment, design development, permitting, and community engagement support.

PPBEP issued a Request for Qualifications in Spring 2024 to complete design and permitting services for the Oyster Restoration Initiative. PPBEP received seven proposals, and in response PPBEP executed a contract with Jacobs Engineering Group in August 2024. The Jacobs leadership team is as follows:

Matt Davenport, P.E., Project Manager: Matt has a master's degree in coastal engineering and served as the engineer for the recently completed East Bay Oyster Restoration Project led by The Nature Conservancy and funded by NFWF.

Tanya Gallagher, Ph.D., Deputy Project Manager: Tanya completed her Ph.D. in forestry and conservation science and has a significant background in data science. She previously served as the Data Manager/GIS Coordinator for Santa Rosa County.

Luce Bassetti, Ph.D., GISP, WEDG, ENV SP, Design Manager: Luce completed her Ph.D. in oceanography and serves as Jacobs Resilience Lead. She served as the lead modeler for the East Bay Oyster Restoration Project.

David Bell, PWS, Permitting Lead: David has a bachelor's degree in environmental science and has led permitting for numerous projects, including the East Bay Oyster Restoration Project.

The NOAA grant is also partially funding construction, in the amount of \$4.75 million for approximately 47.5 acres. Together, the NOAA funds and NFWF GEBF funds will result in construction of approximately 145 acres. The NOAA grant will also fund construction oversight of the entirety of the project. Construction oversight is expected to be performed by the design engineer. PPBEP personnel will also assist with construction oversight.

PPBEP establishes cost centers in its financial system to segregate funds, ensuring funds are not comingled. PPBEP will allocate and track reimbursements on a cost per acre basis. Funds will be allocated sequentially, first with NOAA funds encumbered until exhausted followed by NFWF funds to obtain the oyster habitat restoration acreage metric.

## 7: Risks and Assumptions:

- 7.01 If applicable, please describe existing and planned activities (e.g., other conservation work, development activities, etc.) in the vicinity that may interact (positively or negatively) with this proposed project. Please describe any planned actions (internal or external to the project) that will help to either enhance or reduce these interactions in order to optimize and sustain to the project's success.

This project is part of the larger PBS Initiative, a transformational vision to restore 600-hectares (1,482 acres) of oyster habitat in the PBS over the next ten years to enhance ecosystem resilience, rebuild a sustainable fishery, and improve economic vitality. PPBEP has received a NOAA Transformational Habitat and Coastal Resilience Grant to fund planning, design, and permitting for the Initiative and partial funding for implementation of Phase I construction, which is the first 100 hectares (247 acres) of restoration. Between the NOAA and NFWF grants, it is currently anticipated approximately 145 acres of habitat will be created and/or enhanced. The NOAA funds are anticipated to fund approximately 47.5 acres. Additionally, NOAA funding will support spat-on-shell production to seed oyster reefs in larval limited locations in the PBS.

The NOAA Transformational Habitat and Coastal Resilience Grant funds a suite of interrelated watershed-scale projects, all tied to improve conditions for oyster habitat recovery. This includes completing a streambank erosion assessment, prioritization report, and conceptual design. The streambank assessment and report are intended to serve as an action plan to reduce sedimentation entering the PBS. The NOAA Grant is also funding design and permitting for the Sandy Hollow Gulley Restoration in Santa Rosa County, FL, which is contributing approximately 100,000 cubic tons of sediment to Escambia Bay annually, the largest actively eroding gulley in Florida. Finally, the NOAA Grant is providing funding to establish a Living Shoreline Assistance Program (LSAP). Administered by PPBEP, LSAP utilizes a Living Shoreline Suitability Model produced by funding from a NFWF National Coastal Resilience Fund Grant and an EPA RESTORE Grant to implement living shorelines throughout the PBS.

PPBEP and its partners are pulling together resources from across the Gulf Coast and the country to identify lessons learned as it works to scale-up sustainable oyster habitat restoration. PPBEP, through NOAA, has engaged the Chesapeake Bay Program and the North Carolina Coastal Federation on lessons learned in their respective areas that can be applied to the PBS. PPBEP is also engaging a range of Gulf Coast practitioners, from Florida to Texas.

Local case studies in the PBS include the recently completed East Bay Oyster Restoration Project funded by NFWF and the Pensacola Bay Oyster Cultching Project funded by NRDA. The East Bay Project constructed thirty-three intertidal oyster reefs in East Bay using Kentucky Blue Stone. The Cultching Project utilized traditional cultching practices and deployed small grade limestone across approximately 88 acres in the PBS. Post-construction monitoring for the East Bay Project has shown sustained oyster growth while the Oyster Cultching Project has not sustained growth. The projects have notable differences to consider, including materials used (Kentucky Blue Stone vs. small grade limestone and

fossilized shell), reef type (intertidal vs. subtidal), and construction techniques (reefs designed and constructed by barge vs. traditional cultching with material sprayed off a barge). The East Bay Project is highly engineered, resulting in intertidal reefs that are cost prohibitive to scale-up. While the Cultching Project is cost effective, the materials used have been ineffective at sustaining growth due to the placement and insufficient vertical relief created.

PPBEP intends to utilize the lessons learned from both projects, and other projects implemented across the Gulf Coast and the country, to design and construct a bay-scale restoration program resulting in sustained oyster growth. The Project will complete an analysis of suitable substrate materials and utilize in situ data to develop models to drive decisions in reef locations and material use. PPBEP and its team will also complete a cost estimate to ensure construction costs align with the anticipated return of oyster growth and productivity.

- 7.02 Discuss major uncertainties in project planning or design, and implications for achieving the stated outputs and conservation outcomes.

The primary uncertainty is construction cost. The Pensacola Bay System Oyster Restoration Initiative proposes a transformational opportunity to scale-up restoration. Applying a sequential site-by-site approach to restoration, which historically has been the approach to oyster restoration, will take multiple decades to achieve recovery. A recent analysis conducted by TNC, in partnership with Bain & Company, illustrated significant financial and restoration opportunities not being realized by failing to maximize economies of scale and other industry performance improvements in implementing habitat restoration (Hall and DeAngelis, 2022). Maximizing economies of scale and implementing better scaled business approaches to restoration could yield between 30% and 60% cost savings and reduce the amount of time to achieve estuary level goals by decades (Hall and DeAngelis, 2022). The cost per acre has been highly variable across the Gulf Coast region and is dependent on a number of factors, including material type, source, transportation, construction methods, and the vertical relief needed based on site characteristics. FWC recently provided information for an ongoing project in Apalachicola Bay, FL. The cost per acre is approximately \$130,000 with approximately one foot of relief.

PPBEP and partners at TNC are in the process of compiling costs from across the country to inform opportunities to scale-up restoration. PPBEP has based this funding request on an average cost of \$100,000 per acre, resulting in the metric of 97.5 acres (97.5 acres x \$100,000/acre = \$9,750,000). PPBEP believes \$100,000/acre is currently reasonable, in comparison to the approximately \$130,000/acre in Apalachicola Bay due to anticipated reduced transportation costs as Pensacola is closer by barge and rail. Additional factors include availability of local recycled concrete and woody material. Finally, as the Initiative establishes a long-term restoration program in the PBS, there are several pathways to reduce costs per acre, including reduced mobilization and demobilization and established site access and staging facilities.

PPBEP is endeavoring in the design process to utilize construction methods and materials that have the greatest opportunity for oyster settlement with the greatest return on investment. During this process,

PPBEP and its design consultant will evaluate potential to reduce costs below \$100,000/acre. If successful, PPBEP will work with NFWF to enhance the project metrics based on the locked-in unit value as determined by the construction bid.

- 7.03 Discuss major project risks that may affect the project’s effectiveness or sustainability (e.g., important underlying assumptions that would cause the project to be ineffective if the assumption proves to be incorrect, potential impacts on adjacent areas, threats due to changing conditions over time such as sea level rise, etc.). The Scope of Work should include measures to mitigate these identified risks, as appropriate.

The primary project risk is failure of design to sustain oyster growth due to material failure, lack of larvae in the water column, and/or reefs improperly sited based on prevailing larval distribution. This will be mitigated through extensive pre-construction monitoring that will inform preliminary design, including a larval transport study, salinity monitoring, sedimentation monitoring, and hydrodynamic modeling.

## **8: Sustainability and Long-Term Management:**

- 8.01 Discuss how the project is or will be designed to ensure the sustainability of the intended conservation outcomes (refer to the measurable outcomes entered in the Metrics section of your Full Proposal).

Implementing the project requires shifting how oyster habitat is restored to maximize restored area and targeted benefits. The designs may include the use of readily available, acceptable, and cost-effective materials (e.g., recycled shell, limestone rock, woody material) and be easy to construct while allowing space for innovative advances in restoration (e.g., materials that are environmentally safe and biodegradable and/or sustainable with a minimal carbon footprint). A recent analysis conducted by TNC, in partnership with Bain & Company (Hall and DeAngelis, 2022), identified a set of key cost reduction opportunities that can collectively reduce the cost of restoration by more than 50% (i.e., doubling the pace of restoration without additional funding), including: (1) running fewer, larger projects to gain economies of scale, (2) enhancing capabilities through in-sourcing and training, (3) increasing collaboration with existing commercial work, (4) elevating contractor involvement in conception and design stages, (5), optimizing designs and the use of engineering firms, and (6) sharing ideas for industry best practices. Collectively, these cost reduction opportunities can meaningfully reduce the time required to restore a given area. For example, if \$10M per year was dedicated to oyster restoration efforts in Pensacola Bay to restore oyster habitat to an ecologically meaningful landscape scale of 600 ha, it would take nearly 28 years under status quo approaches. If implementing only opportunities #2-6, this is reduced to under 20 years. Finally, by leveraging economies of scale as well, the goal can be reached in just 13 years. This project will be the first to attempt to utilize and incorporate these novel business strategies, to massively promote restoration at scale.

Design will consider the projected impacts of a changing climate, including SLR and an increased frequency and intensity of extreme storm events, to restore oyster reef habitat and promote the natural resiliency of the PBS. Studies show that intertidal oyster reefs can keep pace with the current and projected rate of rising sea levels through vertical accretion (Rodriguez et al. 2014). Design considerations will include reef substrate elevations that are appropriate for sustained reef accretion. Technical specification for reef construction will also include recommendations for materials resilient to current environmental stressors in Pensacola Bay (e.g., sedimentation, periodic low dissolved oxygen, salinity, pH, etc.).

- 8.02 Please describe the actions required to adequately manage, operate, and maintain the project over its anticipated project lifespan.

The need for significant long-term, ongoing maintenance will be minimized by the development of a design that accounts for substantial risk. The project is being designed to minimize management and maintenance burden and will be detailed in the Basis of Design Report. A companion Management Plan will be developed to account for management actions and anticipated maintenance needs and projected costs.

During design, PPBEP will work with FWC and Florida Department of Agriculture and Consumer Services (FDACS) to discuss management options. Specifically, PPBEP, FWC, and FDACS will identify a range of scenarios as to areas to be designated as sanctuary reefs and areas to eventually be opened to wild harvest once metrics have been established to determine if a sustainable harvest is possible.

- 8.03 Please describe how sustaining conservation outcomes over the project lifespan will be funded. If maintenance funds are being requested from the GEBF, please review the provisions for this request in the GEBF Full Proposal Guidelines.

Post-construction monitoring will inform required maintenance. Funding for post-construction MAM is provided through PPBEP's NOAA Grant and Florida Legislative Appropriation. In the event that future maintenance is required, PPBEP will develop a Management Plan to account for anticipated maintenance needs and projected costs.

### **9: Project Monitoring and Adaptive Management:**

Provide a summary description of plans to monitor and adaptively manage the proposed work, as appropriate. Full Monitoring and Adaptive Management plans must be prepared as separate documents in accordance with the Appendix B of the Full Proposal Guidelines. **Please read Appendix B carefully prior to completing this section.**

If a detailed monitoring and adaptive management plan has already been prepared, please submit the completed plan as part of the full proposal process.

GEBF Recipients are required to perform monitoring to:

- 9.01 verify that the project was implemented as outlined in the full proposal (construction or implementation monitoring);
- 9.02 assess if the project has achieved, or is on track to achieve, the specific goals and objectives outlined in the full proposal (performance monitoring); and
- 9.03 if applicable, resolve critical implementation uncertainties and monitor risks that must be described in the full proposal to inform adaptive management of the proposed project (monitoring for adaptive management at the project level).

With NFWF approval, a fourth kind of monitoring (monitoring for adaptive management at the program level) may be included to inform future projects.

To ensure datasets are comparable with recovery efforts like NRDA and RESTORE programs, Applicants developing and implementing Monitoring and Adaptive Management Plans should use monitoring protocols adopted by Gulf resource agencies and coordinate with ongoing monitoring efforts.

The costs associated with the development and implementation of the Monitoring and Adaptive Management Plan may be included in this request and should be included as a separate task in the Scope of Work, Schedule, and Budget, as appropriate.

PPBEP will develop a MAP plan, funded by PPBEP's NOAA Transformational Habitat and Coastal Resilience grant, covering the entirety of the project. The MAM plan will be developed prior to construction. Monitoring protocols have been adopted by numerous agencies involved in Gulf restoration. The project MAM Pplan will be based on these resources to ensure monitoring data generated as a result of the project is comparable to other Gulf-wide recovery efforts.

In the Oyster Habitat Restoration Monitoring and Assessment Handbook, Baggett et al. (2014) recommends monitoring a consistent suite of metrics for all oyster restoration projects. These Universal Metrics align with NOAA's Tier 1 metrics for implementation monitoring and include: reef areal dimensions, reef height, oyster density and oyster size-frequency distribution.

To ensure that the project has been executed as designed, as-built surveys will be completed within three months following project construction at each reef site as specified in the planning stage and design documents. The structural and functional parameters to be assessed in the implementation phase will consist of the universal metrics (AKA Tier 1 metrics) for oyster reef restoration projects described in Baggett et al. (2014). These include:

1) Reef areal dimensions (target values will be established during the project planning phase):  
Project/Site footprint and Reef area

2) Reef height (minimum, mean, and maximum; targets will be established during the project planning phase and will reflect the purpose and placement of the restored reef)

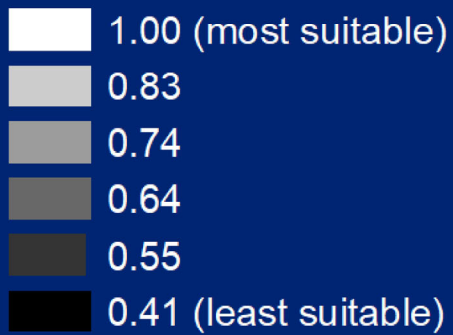
3) Oyster density: Mean live and dead oyster density (including oyster recruits). The density target for live oysters will be 50 per square meter and the density target for dead oysters will be less than that observed for live oysters.

4) Oyster Size-Frequency Distribution: Count and shell height. Metrics to be established during project planning and design.

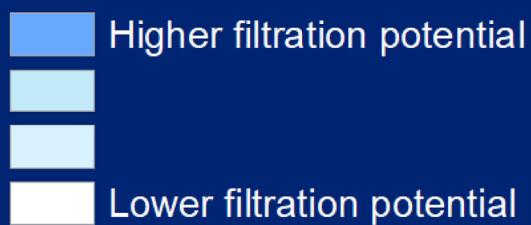
Frequency of monitoring will be determined during development of the detailed monitoring plan upon project commencement.

The draft and final MAM plan, funded through PPBEP's NOAA grant, will be provided to NFWF for review and comment prior to commencement of data collection. Collection of monitoring data will also require a data management plan to assure data generated as a result of the project is standardized, verified, validated, and available.

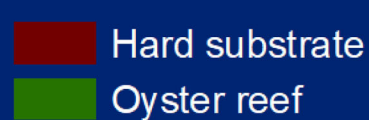
### Habitat Suitability



### Filtration Capacity



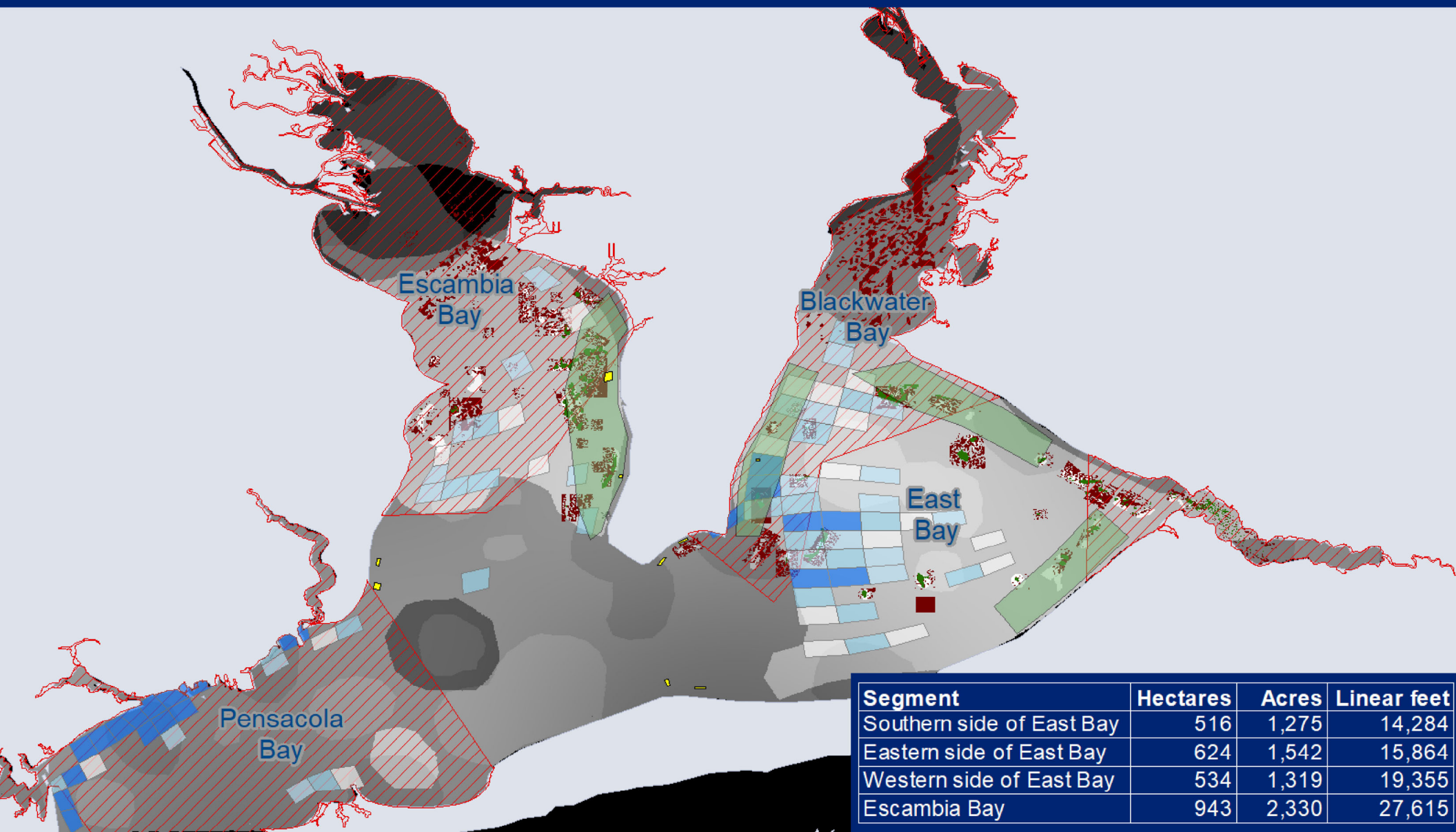
### Suitable Substrate



FDACS prohibited harvest

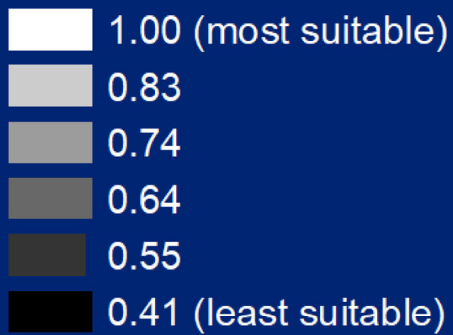
Priority restoration locations

Aquaculture leases

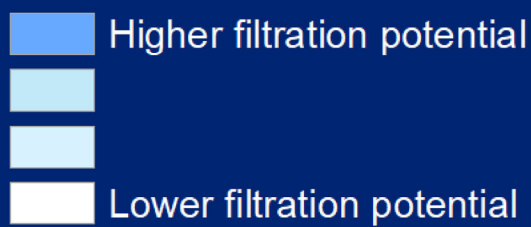


Segment	Hectares	Acres	Linear feet
Southern side of East Bay	516	1,275	14,284
Eastern side of East Bay	624	1,542	15,864
Western side of East Bay	534	1,319	19,355
Escambia Bay	943	2,330	27,615

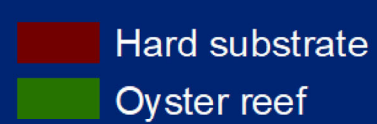
### Habitat Suitability



### Filtration Capacity



### Suitable Substrate

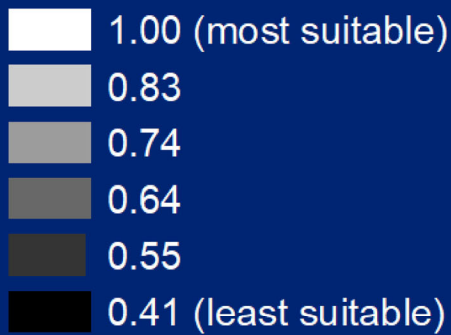


- FDACS prohibited harvest
- Priority restoration locations
- Aquaculture leases

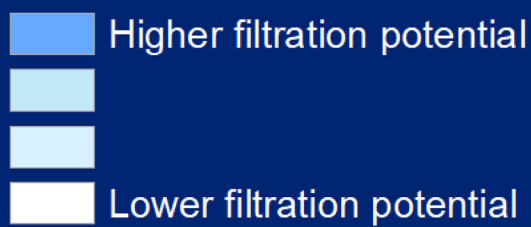
Segment	Hectares	Acres	Linear feet
Escambia Bay	943	2,330	27,615



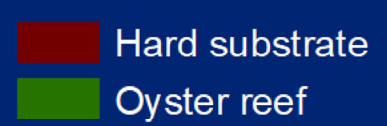
### Habitat Suitability



### Filtration Capacity

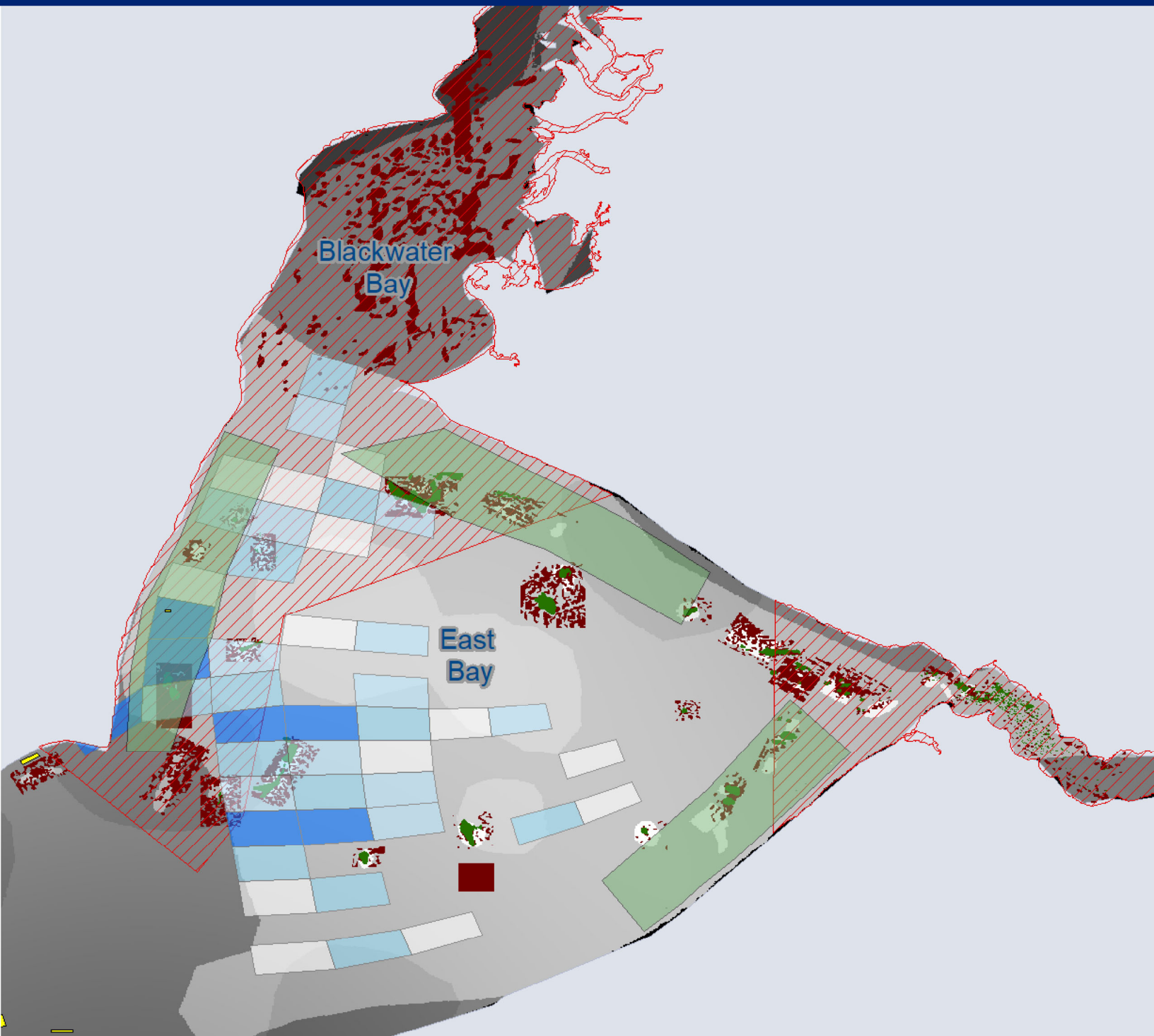


### Suitable Substrate



- FDACS prohibited harvest
- Priority restoration locations
- Aquaculture leases

Segment	Hectares	Acres	Linear feet
Southern side of East Bay	516	1,275	14,284
Eastern side of East Bay	624	1,542	15,864
Western side of East Bay	534	1,319	19,355



**Exhibit B**  
**Total Budget**

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EasyGrantsID: 85851  
 National Fish and Wildlife Foundation – FL  
 Gulf Environmental Benefit Fund 2025 [Off  
 Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

**BUDGET SUMMARY**

	Personnel	Travel	Equipment	Materials and Supplies	Contractual Services	Other Direct Costs	Indirect Costs	Other	Total
<b>Task 1</b>	\$130,000.00	\$12,833.50	\$0.00	\$0.00	\$0.00	\$0.00	\$21,421.50	\$0.00	\$164,255.00
<b>Task 2</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,750.00	\$0.00	\$3,750.00
<b>Task 3</b>	\$65,000.00	\$6,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,695.00	\$0.00	\$81,995.00
<b>Total</b>	<b>\$195,000.00</b>	<b>\$19,133.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,866.50</b>	<b>\$0.00</b>	<b>\$250,000.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

### TASK 1 - BUDGET DETAILS

#### Task 1 - Project Management

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$130,000.00</b>
Salaries			\$100,000.00
<i>Project Coordinator</i>	\$32.00	3125.00	\$100,000.00
Benefits			\$30,000.00
<i>Project Coordinator</i>	\$0.30	100000.00	\$30,000.00
<b>Travel</b>			<b>\$12,833.50</b>
Other Travel Costs			\$12,833.50
<i>Vessel Usage</i>	\$20.00	400.00	\$8,000.00
<i>Truck Mileage</i>	\$0.65	7436.15	\$4,833.50
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$0.00</b>
Subcontract/Contract - Per Agreement			\$0.00
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			<b>\$0.00</b>
Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$21,421.50</b>
Indirect Costs			\$21,421.50
<i>Indirect</i>	\$142,810.00	0.15	\$21,421.50



NFWF

EasyGrantsID: 85851  
National Fish and Wildlife Foundation – FL  
Gulf Environmental Benefit Fund 2025 [Off  
Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

<b>Other</b>			<b>\$0.00</b>
Other			\$0.00
<b>Total Direct Costs</b>			<b>\$142,833.50</b>
<b>Total Indirect Costs</b>			<b>\$21,421.50</b>
<b>Total</b>			<b>\$164,255.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

## TASK 1 - BUDGET NARRATIVE

### Task 1 - Project Management

#### I. Personnel

Salaries

- Project Coordinator will oversee project management. Personnel costs assumes a 3% cost of living increase for all positions. Base salary is based on an average hourly rate. Please note PPBEP tracks personnel time on a bi-weekly percentage basis.

Benefits

- Fringe benefits include retirement contributions, health and dental insurance, and AD&D coverage. PPBEP has established an average fringe rate of 30% for all personnel. 30% average was determined based on previous years actual fringe costs. Actual fringe rate is subject to change year-to-year. PPBEP will only seek reimbursement for actual costs incurred for fringe benefits.

#### II. Travel

Other Travel Costs

- Travel cost is for vessel usage to oversee project construction. This is based on a \$20/hour cost x 400 hours = \$8,000. Vessel cost is based on PPBEP's flat rate for hourly vessel usage and is informed by FEMA's 2023 Equipment Reimbursement rate. Truck mileage is based on 65 cents/mile x 7,436.15 miles over the duration of the project.

#### III. Equipment

Equipment

-

#### IV. Materials and Supplies

Materials and Supplies

-



NFWF

EasyGrantsID: 85851  
National Fish and Wildlife Foundation – FL  
Gulf Environmental Benefit Fund 2025 [Off  
Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

**V. Contractual Services**

Subcontract/Contract - Per Agreement -

Subgrant - Per Agreement -

**VI. Other Direct Costs**

Other Direct Costs -

**VII. Indirect Costs**

Indirect Costs - Indirect costs are based on MTDC using the 15% de minimis rate.

**VII. Other**

Other -



Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

### TASK 2 - BUDGET DETAILS

#### Task 2 - Construction

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$0.00</b>
Salaries			\$0.00
Benefits			\$0.00
<b>Travel</b>			<b>\$0.00</b>
Other Travel Costs			\$0.00
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$0.00</b>
Subcontract/Contract - Per Agreement			\$0.00
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			<b>\$0.00</b>
Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$3,750.00</b>
Indirect Costs			\$3,750.00
<i>Indirect</i>	\$25,000.00	0.15	\$3,750.00
<b>Other</b>			<b>\$0.00</b>
Other			\$0.00



NFWF

EasyGrantsID: 85851  
National Fish and Wildlife Foundation – FL  
Gulf Environmental Benefit Fund 2025 [Off  
Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

<b>Total Direct Costs</b>			<b>\$0.00</b>
<b>Total Indirect Costs</b>			<b>\$3,750.00</b>
<b>Total</b>			<b>\$3,750.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

## TASK 2 - BUDGET NARRATIVE

### Task 2 - Construction

#### I. Personnel

Salaries	-
Benefits	-

#### II. Travel

Other Travel Costs	-
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#### III. Equipment

Equipment	-
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#### IV. Materials and Supplies

Materials and Supplies	-
------------------------	---

#### V. Contractual Services

Subcontract/Contract - Per Agreement	-	One subcontract is expected to be bid and will be bid in accordance with PPBEP's procurement policy. Cost estimate is based on \$100,000/acre x 97.5 acres for \$9,750,000. Cost estimate will be refined throughout project design.
Subgrant - Per Agreement	-	

#### VI. Other Direct Costs



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National Fish and Wildlife Foundation – FL  
Gulf Environmental Benefit Fund 2025 [Off  
Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

Other Direct Costs -

**VII. Indirect Costs**

Indirect Costs - Indirect costs are based on MTDC using the 15% de minimis rate.

**VII. Other**

Other -



Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

### TASK 3 - BUDGET DETAILS

#### Task 3 - Monitoring

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$65,000.00</b>
Salaries			\$50,000.00
<i>Environmental Scientist</i>	\$35.00	1000.00	\$35,000.00
<i>Environmental Technician</i>	\$20.00	750.00	\$15,000.00
Benefits			\$15,000.00
<i>Environmental Scientist</i>	\$0.30	35000.00	\$10,500.00
<i>Environmental Technician</i>	\$0.30	15000.00	\$4,500.00
<b>Travel</b>			<b>\$6,300.00</b>
Other Travel Costs			\$6,300.00
<i>Vessel Usage</i>	\$20.00	250.00	\$5,000.00
<i>Truck Mileage</i>	\$0.65	2000.00	\$1,300.00
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$0.00</b>
Subcontract/Contract - Per Agreement			\$0.00
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			<b>\$0.00</b>



EasyGrantsID: 85851  
 National Fish and Wildlife Foundation – FL  
 Gulf Environmental Benefit Fund 2025 [Off  
 Cycle], Full Proposal

Title: Pensacola Bay Oyster Restoration (FL)  
 Organization: Pensacola and Perdido Bays Estuary Program

Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$10,695.00</b>
Indirect Costs			\$10,695.00
<i>Indirect</i>	<i>\$71,300.00</i>	<i>0.15</i>	<i>\$10,695.00</i>
<b>Other</b>			<b>\$0.00</b>
Other			\$0.00
<b>Total Direct Costs</b>			<b>\$71,300.00</b>
<b>Total Indirect Costs</b>			<b>\$10,695.00</b>
<b>Total</b>			<b>\$81,995.00</b>



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

### TASK 3 - BUDGET NARRATIVE

#### Task 3 - Monitoring

##### I. Personnel

Salaries

- Environmental Scientist and Environmental Technician will oversee project monitoring. Personnel costs assumes a 3% cost of living increase for all positions. Base salary is based on an average hourly rate. Please note PPBEP tracks personnel time on a bi-weekly percentage basis.

Benefits

- Fringe benefits include retirement contributions, health and dental insurance, and AD&D coverage. PPBEP has established an average fringe rate of 30% for all personnel. 30% average was determined based on previous years actual fringe costs. Actual fringe rate is subject to change year-to-year. PPBEP will only seek reimbursement for actual costs incurred for fringe benefits.

##### II. Travel

Other Travel Costs

- Travel cost is for vessel usage to implement project monitoring. This is based on a \$20/hour cost x 300 hours = \$5,000. Vessel cost is based on PPBEP's flat rate for hourly vessel usage and is informed by FEMA's 2023 Equipment Reimbursement rate. Truck mileage is based on 65 cents/mile x 2,500 miles over the duration of the project.

##### III. Equipment

Equipment

-

##### IV. Materials and Supplies

Materials and Supplies

-



Title: Pensacola Bay Oyster Restoration (FL)  
Organization: Pensacola and Perdido Bays Estuary Program

**V. Contractual Services**

Subcontract/Contract - Per Agreement	-
Subgrant - Per Agreement	-

**VI. Other Direct Costs**

Other Direct Costs	-
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**VII. Indirect Costs**

Indirect Costs	-	Indirect costs are based on MTDC using the 15% de minimis rate.
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**VII. Other**

Other	-
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NFWF

Title: Pensacola Bay Oyster Restoration (FL)

Organization: Pensacola and Perdido Bays Estuary Program

EasyGrantsID: 85851

National Fish and Wildlife Foundation – FL  
Gulf Environmental Benefit Fund 2025 [Off  
Cycle], Full Proposal

**Exhibit C**  
**Form of Reimbursement Request**

[Page intentionally left blank. See next page.]



Section C: Narrative of Work and Associated Expenses by Task

As a separate attachment to this Reimbursement Request Form, complete and upload the form entitled "Reimbursement Request Form: Attachment A" that has been provided to you by NFWF.

Section D: Transaction Information

Payment will be made according to the information provided in your Vendor Setup Form. If you would like to request an alternate method of payment, please contact your NFWF project representative.

Section E: Official Certifications & Signature

This Reimbursement Request is submitted pursuant to the payment terms of the Project Funding Agreement for the above-referenced Project, executed by and between the National Fish and Wildlife Foundation and Recipient. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Project Funding Agreement.

By signing this request, I certify to the best of my knowledge that:

- 1) I am authorized to submit this Reimbursement Request on behalf of the Recipient Organization and that all information contained herein is complete, accurate and verifiable.
- 2) The Work for which the Funds are being requested constitutes part of the Project as set forth in the Project Description and is compliant with the Total Budget.
- 3) Recipient's receipt of the Funds requested in this Reimbursement Request will not result in the Recipient having received "duplicative payment" for any of the Work expenses. For purposes of this certification, the term "duplicative payment" means the Recipient's receipt of multiple reimbursement for the exact same expense item.
- 4) As of the date of this Reimbursement Request, each Task has been proceeding on or under its corresponding Task Budget and, to the Recipient's best knowledge, the Recipient expects each Task to be fully completed on or under its corresponding Task Budget; and
- 5) As of the date of this Reimbursement Request, the Project has been proceeding on or under the Total Budget, and to the Recipient's best knowledge, the Recipient expects the Project to be fully completed on or under the Total Budget.

b. Signature of Authorized Certifying Official (type name and title)

c. Date

**Gulf Environmental Benefit Fund  
Reimbursement Request Form – Attachment A  
Section C: Narrative of Work and Associated Expenses by Task**

**Project Number:**

**Project Title:**

**Recipient Organization:**

**Reimbursement Period of Expenditure:**

**1) Provide a Narrative Description and Itemization of Work Expenses per Task, in the following format:**

- a) Begin each task with a brief summary description of the work for which payment is requested.
- b) Itemize and describe the associated work expenses (including dollar amounts) per each applicable cost category as provided in the project budget. The itemization and description of expenses should contain the following details per cost category, as applicable:

Personnel (Salaries & Benefits)

*Identify the specific time period in which the total Salaries & Benefits expense accrued (MM/DD/YYYY - MM/DD/YYYY). For each staff member identify the title, # of hours, hourly rate and the resulting total expense.*

Travel

*Identify all expenses and describe the purpose(s) of each expense type.*

Equipment (>\$5,000 per unit cost)

*For each group of similar items, identify the total expense, quantity and describe the purpose(s).*

Materials & Supplies (<\$5,000 per unit cost)

*For each group of similar items, identify the total expense, quantity and describe the purpose(s).*

Contractual Services

*For each sub-recipient identify the total expense, describe the work performed and identify the specific time period in which the work was performed (MM/DD/YYYY – MM/DD/YYYY).*

Other Direct Costs (including printing)

*Identify all expenses and describe the purpose(s) of each expense type.*

Indirect Costs

*Show how the indirect expense was calculated, identifying the expenses comprising the basis and the indirect rate that was applied to the basis.*

**2) Changes to the Scope of Work, Schedule or Budget.**

If changes to the project's scope of work, schedule or budget are anticipated or have already occurred, describe the nature of all such changes, the reason(s) for them, and how the scope of work, schedule, budget or project metrics/outcomes might be impacted.



### Agenda Item 7.b.

#### **Approval of Repealing and Replacing a Memorandum of Understanding between PPBEP and the U.S. Environmental Protection Agency**

Background: This Memorandum of Understanding (MOU) between PPBEP and the U.S. Environmental Protection Agency (EPA) repeals and replaces the original MOU adopted by the Board on March 20, 2024 to update EPA division names and offices. The purpose of the MOU is to foster collaboration between EPA and PPBEP to promote the development, advancement, and technical transfer of integrated coastal watershed management tools and approaches.

The EPA and PPBEP share common interests in preserving the ecological integrity, sustaining ecosystem resilience and maintaining benefits derived from our natural coastal resources. The primary objective of this collaboration is to advance the development and integration of tools and approaches to better inform coastal watershed management priorities and decision-making. Through this MOU, the two parties may: share relevant data; collaborate with field studies to the extent that is both reasonable and practical; discuss problems that affect local environmental conditions; and investigate ways to protect and restore the natural resources that are vital to the socio-economic well-being of the communities within the purview of the PPBEP.

Recommendation: Recommend the Board approve repealing, replacing, and authorizing the Executive Director to execute, a Memorandum of Understanding between PPBEP and the U.S. Environmental Protection Agency.

Financial Impact: None.

Legal Review: N/A

# Extramural Document Review

## Review/Concurrence

Chief of Staff 

FTTA Review  Yes  N/A

OGC Review Yes  N/A

Ready for Signature Kevin Sudderth  
Kevin Sudderth (Mar 26, 2024 1S:13 EDT)

COMMENTS:



## **MEMORANDUM OF UNDERSTANDING**

**Between the**

**U.S. ENVIRONMENTAL PROTECTION AGENCY, COASTAL SCIENCE SOLUTIONS  
DIVISION**

**AND**

**PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM**

### **I. PURPOSE/OBJECTIVES/GOALS**

#### **A. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to foster collaboration between the U.S. Environmental Protection Agency (EPA) Coastal Science Solutions Division (CSSD) Gulf Ecosystem Measurement and Modeling Division (GCSB) and the Pensacola and Perdido Bays Estuary Program (a nonprofit corporation serving as an instrumentality of government hereinafter referred to as "PPBEP") to promote the development, advancement, and technical transfer of integrated coastal watershed management tools and approaches.

#### **B. OBJECTIVE(S)**

The EPA and the PPBEP share common interests in preserving ecological integrity, sustaining ecosystem resilience and maintaining benefits derived from our natural coastal resources. The primary objective of this collaboration is to advance the development and integration of tools and approaches to better inform coastal watershed management priorities and decision-making. Through this MOU, the two parties may: share relevant data; collaborate with field studies to the extent that is both reasonable and practical; discuss problems that affect local environmental conditions; and investigate ways to protect and restore the natural resources that are vital to the socio-economic well-being of the communities within the purview of the PPBEP.

#### **C. GOAL(S)**

The goal of this MOU is for EPA-CSSD and PPBEP is to share information, data, and analysis and to collaborate in publications related to this research.

### **II. BACKGROUND**

Northern Gulf of Mexico (NGOM) estuaries are highly productive systems that are ecologically and economically important. The NGOM region provides extensive habitat to high-value fisheries species and valuable ecosystem goods and services such as oil and gas, shipping ports, and tourism. The resilience of NGOM estuaries is under constant pressure from natural stressors (e.g., hurricanes, drought) and anthropogenic disasters (e.g., oil spills, over-fishing) that are exacerbated by increasing urbanization in the adjacent watersheds. Variation and trends in freshwater discharge

MOU between  
the U.S. EPA and  
Pensacola and Perdido Bays Estuary Program

to bay systems are driven by short-term weather events, e.g., tropical storms and hurricanes, seasonal to annual patterns of drought or elevated rainfall, and longer-term directional anthropogenic change such as water withdrawal and hydrologic modifications that reduce river discharge. Assessing conditions and restoration effectiveness in coastal ecosystems can be challenging as such assessments require the integration of both ecological and societal measures. Socio-ecological assessments can inform adaptive management, support the prioritization of restoration activities, be used in the evaluation of restoration effectiveness, and help to plan management activities based on predicted future scenarios.

Research needed to identify and effectively communicate the cumulative impacts of stressors on both biological conditions and their associated benefits to people is far greater than any single organization can do alone. Expertise in freshwater, estuarine, and marine ecology is needed to examine the ecological integrity implications associated with cumulative biotic and abiotic stressors (e.g., eutrophication, toxicity, regime shifts). Similarly, experts in the social sciences are essential for identifying frameworks and measurements that signal when changes in ecological conditions may relate to losses or gains in beneficial community outcomes (e.g., living standards, health). Understanding these socio-ecological relationships is particularly important when addressing issues among populations that may be disproportionately more affected by adverse environmental conditions (e.g., low-income, minority, rural, indigenous peoples). Addressing this gap requires consideration of impacts beyond health, such as well-being (including mental well-being) and quality of life.

Both the EPA and the PPBEP are well poised to advance socio-ecological research in the NGOM. Within EPA's portfolio of research, the Safe and Sustainable Water Research Program (SSWR) provides robust research and scientific analyses to innovatively support access to safe and adequate supplies of water by protecting people's health and livelihood restoring and protecting watersheds and aquatic ecosystems. The Safe and Healthy Communities Research Program (SHC) seeks to gain a better understanding of the many life-sustaining benefits people receive from natural ecosystems and the factors that pose a risk to the long-term resilience of air, land, water resources. The PPBEP serves as a vital resource for elevating and increasing the importance, awareness and understanding of environmental quality in pursuit of sustaining the resilience of the Pensacola and Perdido Bay systems. They provide scientific expertise and in-depth knowledge regarding the issues in the local aquatic resources. The PPBEP is central for engaging public, private, and citizen stakeholders to identify and implement collaborative solutions for preserving and improving the natural habitats and ecosystems of Pensacola and Perdido Bays on which so much of the local economy and culture depend.

Identifying linkages between ecosystem condition, essential ecological function, ecosystem services, and sustainable human well-being is central to on-going GCSB research. This focal area of research complements the objectives of PPBEP, which seeks to better understand the resilience capacity of the Pensacola and Perdido Bays as a holistic *social-ecological* system. Through collaboration, the parties seek to examine how these two systems change and adapt, either naturally or through intervention, in the face of future changes, including climate change and quantify the shared human and ecological benefits derived from thriving coastal ecosystems.

### **III. AUTHORITIES**

EPA enters into this MOU pursuant to Section 104 of the Clean Water Act, 33 U.S.C. § 1254, which encourages cooperative research investigation, training, and information sharing.

### **IV. ROLES AND RESPONSIBILITIES**

- A. The PPBEP intends to participate in EPA-initiated local field sampling trips, and share relevant socio-ecological and experimental data, methods, approaches, etc.
- B. EPA intends to participate in PPBEP field monitoring activities, and share relevant socio-ecological and experimental data, methods, approaches, etc.
- C. Both parties intend to work collaboratively to improve understanding of factors controlling aquatic ecosystem sustainability, effects of ecosystem condition on socio-economic systems, and jointly prepare scientific journal articles detailing their findings.

### **V. LIMITATIONS**

- A. All commitments made by EPA in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates PPBEP or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. PPBEP waives any claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt PPBEP from EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.
- B. Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA or PPBEP. This MOU does not supersede existing agreements or restrict any future agreements between the PPBEP and the EPA.
- C. Except as provided in Section V. paragraphs (A) and (B) and Section VII. INTELLECTUAL PROPERTY, this MOU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against PPBEP or EPA, their officers or employees or any other persons. This MOU does not direct or apply to any person outside of EPA and the PPBEP.
- D. The Parties agree that use of EPA facilities, and the presence of outside users at the EPA facilities by non-government entities or individuals, will be properly documented and approved in a separate Outside User's Agreement if the use is appropriate and in the public interest. Similarly, the Parties agree that use of the PPBEP facilities will be properly documented and approved in a separate Outside User's Agreement if the use is appropriate and in the public interest.

- E. Pursuant to Federal ethics rules, EPA employees may not, with limited exceptions, endorse or promote the products or services offered by or provided by any non-federal entity. Nothing in this MOU constitutes endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. PPBEP agrees to not make statements to the public at workshops and meetings, in promotional literature, on its website or through any other media that imply that the EPA or any of its employees endorses PPBEP or any service or product offered by PPBEP. In addition, PPBEP agrees not to make any statements that imply that the EPA supports PPBEP efforts to raise public or private funds. However, the PPBEP may make factual statements to the public which describe its cooperation with EPA.
- F. Any statements or promotional materials prepared by PPBEP that describe this MOU must be approved in advance by the EPA.

## **VI. PROPRIETARY BUSINESS INFORMATION**

To carry out the joint work resulting from this MOU, if PPBEP possesses proprietary business information concerning this joint project, PPBEP may need to disclose proprietary business information to EPA. For the purpose of this MOU, proprietary business information is defined as commercial or financial information that an affected business claims to be confidential, is trade secret or is not otherwise available to the public. PPBEP agrees to clearly identify as such proprietary business information disclosed to EPA in writing; and to clearly memorialize in writing, within a reasonable time, any proprietary business information initially disclosed orally. The EPA agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary business information without consent of PPBEP except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.

## **VII. INTELLECTUAL PROPERTY**

The parties agree that, with the exception of software, any copyrightable works, including but not limited to journal articles, training, educational or informational material, created jointly by the parties from the activities conducted under the MOU shall be placed into the public domain and not subject to copyright protection, provided that PPBEP, prior to the publication or public use of the copyrightable works, has not notified EPA that it intends to file a patent application based on the subject matter of the copyrightable works, where PPBEP is identified as the sole inventor. Under such circumstances as described in this paragraph, when PPBEP notifies EPA that PPBEP intends to file a patent application as a sole inventor, copyrightable works based on the subject matter of the patent application and created jointly by the parties may be copyrighted by PPBEP. With respect solely to such jointly authored copyrighted works for which PPBEP pursues official registration, PPBEP hereby grants to the EPA (once PPBEP has filed its patent application) a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

The parties also agree that any copyrightable software created jointly by the parties from the activities conducted under the MOU may be copyrighted by PPBEP. With respect to such jointly developed

software copyrighted by PPBEP and excluding patent applications filed by PPBEP with claims directed to the software, PPBEP shall grant to the EPA a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the software publicly, or to authorize others to do the same on its behalf.

The parties agree that any patentable invention made pursuant to the terms of this MOU will be owned by the inventing party in accordance with U.S. patent law. The parties further agree that any patentable invention made jointly by both parties will be owned by both parties as co-owners in accordance with U.S. patent law. Any question of inventorship shall be determined in accordance with U.S. patent law. Respective rights in any invention made pursuant to the terms of this MOU may be assigned or licensed under a separate agreement.

### **VIII. QUALITY ASSURANCE**

A. For collaborations that involve scientific research, EPA intends to implement the Agency's Environmental Information Quality Policy (CIO 2105.1). Participants and EPA will collaboratively develop quality planning documentation (e.g., a Quality Assurance Project Plan (QAPP), or equivalent) that satisfactorily meets quality program standards such that the research produces environmental information of known and documented quality.

### **IX. POINTS OF CONTACT**

The following individuals are designated points of contact for the MOU:

#### **A. U.S. Environmental Protection Agency:**

Lisa M. Smith  
US Environmental Protection Agency  
Office of Applied Science and Environmental Solutions  
Coastal Science Solutions Division  
Gulf Coastal Science Branch  
1 Sabine Island Drive, Gulf Breeze, FL 32561,  
Smith.lisam@epa.gov  
Phone 850-934-9252

#### **B. Pensacola and Perdido Bays Estuary Program:**

Matt Posner  
Pensacola and Perdido Bays Estuary Program  
226 Palafox Pl, Pensacola, FL 32502  
[mjposner@ppbep.org](mailto:mjposner@ppbep.org)  
Phone: 850-595-0820

**X. EFFECTIVE DATE/MODIFICATION/DURATION/TERMINATION**

This MOU is to take effect upon the signature of the parties and remain in force for a period of five years. This MOU may be extended or modified at any time by the mutual written consent of the parties. The parties will review this MOU every five years to determine whether it should be revised, renewed, or cancelled. A party may terminate their participation in this MOU at any time by providing written notice to the other party, at least ninety (90) days in advance of the desired termination date. Obligations under the “Intellectual Property” section shall survive termination of this MOU.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**Pensacola and Perdido Bays Estuary Program**

\_\_\_\_\_  
Matthew J. Posner  
Executive Director, Pensacola and Perdido Bays Estuary Program

\_\_\_\_\_  
Date

**U.S. Environmental Protection Agency**

\_\_\_\_\_  
Anahita Williamson  
Divison Director, CSSD

\_\_\_\_\_  
Date



**EXHIBIT 1**

**ORD MOU CONFLICT OF INTEREST (COI)  
ASSESSMENT FORM**

**1. Are funds or other resources being provided to parties, who are not signatories, in support of this MOU?**  No  Yes

If yes, attach a full description of the facts and, if applicable, a programmatic rationale and/or steps taken to avoid, mitigate or neutralize any potential conflicts.

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**2. Are any of the parties, either direct partners of ORD or partners in the MOU through an intermediary, being given any special treatment or access due to their status as a partner? Examples of special treatment could include, early access to data, images or materials; or, involvement in ORD decision-making, such as positions on steering committees and involvement in review procedures.**  No  Yes

If yes, attach a full description of the facts and, if applicable, a programmatic rationale and/or steps taken to avoid, mitigate or neutralize any potential conflicts.

**3. Do any of the parties, given their organizations missions, pose an organizational COI, either real or perceived, with that of ORD? For example, organizational COI could occur or be perceived or give the appearance as possible with organizations that are part of a regulated industry.**  No  Yes

If yes, attach a full description of the facts and, if applicable, a programmatic rationale and/or steps taken to avoid, mitigate or neutralize any potential conflicts.

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**4. A copy of the proposed MOU is attached for review and approval.**

## ORD Quality Assurance Review Form (QARF)

Development, advancement, and technical transfer of integrated coastal watershed management tools and  
**Title:** approaches

**Originator:** Lisa Smith/Beth Maso

I. Type of Action		
<input type="checkbox"/> New or <input type="checkbox"/> Existing with Significant Modification to Work		
<b>Non-contract Actions</b>	<input type="checkbox"/> <b>Contract Actions</b>	
<input checked="" type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> CRADA/MTA <input checked="" type="checkbox"/> Interagency Agreement <input checked="" type="checkbox"/> Funds In <input checked="" type="checkbox"/> Funds Out <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Intramural	<input type="checkbox"/> contract <input checked="" type="checkbox"/> Delivery Order <input checked="" type="checkbox"/> Simplified Acquisition <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> Work Assignment	<b>Vehicle #:</b>  <b>Contractor:</b>

II. General Information	
QA Tracking Number:	National Program: SSWR/SHC
Does this action involve the collection, generation, use, and/or reporting of environmental data; the design, construction, and operation of environmental technologies; or development of software, models, or methods? <b>!KI</b> Yes <b>D</b> No (If no, may go directly to Section VI.)	
Project Type(s): <input checked="" type="checkbox"/> Environmental Measurements <input checked="" type="checkbox"/> Use of Existing Data <input checked="" type="checkbox"/> Models/Applications <input type="checkbox"/> Informatics <input checked="" type="checkbox"/> Decision Support Tools <input type="checkbox"/> Environmental Technology <input checked="" type="checkbox"/> Other:	
QA Category:    DA <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> To Be Specified in Individual Actions	Lead QA Organization: EPA/ORD/CSSD/GCSB
Estimated Award\$:                      o.00	Estimated Start Date: 03/01/2024      Estimated End Date: 02/28/2029
Participating Organization(s): Pensacola and Perdido Bays Estuary Program	

III. Status of QA Documentation		
<input checked="" type="checkbox"/> Exists	ID Number: J-GCSB-0033773-QP-1-0-2022-10-18 Title:                      Environmental DNA sampling and assessment techniques to characterize fish community composition and structure profiles in NGOM estuarine and near - shore coastal waters QA Approval Date: 10/18/2022	
<input checked="" type="checkbox"/> To Be Prepared	<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Revision of Existing	Expected Submission Date:

**IV. QA Documentation Options:** For solicitations, complete items 1-4; for all actions other than solicitations, complete items 3-4. All documentation specified under "Other" must be defined in the organizational Quality Management Plan and be consistent with requirements defined in EPA Manual 5360 AI (CIO 2105-P-01-0). For all items checked below, there must be adequate information in the SOW (or its appendices) for the submitter to develop this documentation. Where applicable, reference a specific section of the SOW. (R-2 refers to EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002) and R-5 refers to EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003). Copies of these documents are available at [http://www.epa.gov/qualitylqa\\_docs.html](http://www.epa.gov/qualitylqa_docs.html))

**Before Award Documentation (Competitive Vehicles Only)**

1.	<input type="checkbox"/>	Documentation of an organization's Quality System. Developed in accordance with either: <input type="checkbox"/> R-2                      L J Other:
	<input type="checkbox"/>	Combined documentation of an organization's Quality System and application of QA and QC to the single project covered by the contract. Developed in accordance with either: OR-2 and R-5              O other:
2.	<input checked="" type="checkbox"/>	Programmatic QA Project Plan developed in accordance with either: <input type="checkbox"/> R-5                      L J Other:
	<input checked="" type="checkbox"/>	Application of QA and QC activities to the single project covered by the contract. QA Project Plan developed in accordance with either: <input type="checkbox"/> R-5                      [D] Other:
		Not Applicable

**After Award Documentation (Competitive Vehicles, Non-Competitive Vehicles, Intramural)**

3.	<input checked="" type="checkbox"/>	Documentation of an organization's Quality System. Developed in accordance with either: OR-2                      L J Other:
	<input type="checkbox"/>	Combined documentation of an organization's Quality System and application of QA and QC to the single project covered by the contract. Developed in accordance with either: OR-2 and R-5              O other:
	<input checked="" type="checkbox"/>	Not Applicable
4.	<input type="checkbox"/>	Documentation of the application of QA and QC activities to applicable project(s). Developed in accordance with either: B R-5                      [ ] Other: B Supplement to the following Programmatic QA Project Plan:
	<input type="checkbox"/>	Programmatic QA Project Plan with supplements for each specific project, developed in accordance with:
	<input checked="" type="checkbox"/>	Existing documentation of the application of QA and QC activities will be used: Either: D Documentation developed pre-award D Documentation will be identified in individual Statements of Work or Performance Work Statement 11K11 Documentation identified in Section 111 of the Statement of Work or Performance Work Statement

**Special Comments** J-GCSB-00337773-QP-1-0-2022-10-18; J-GCSB-0033353-JA-1-0-2023-03-20; J-GCSB-0032673-QP-1-0-2022-11-16; J-GCSB-0033848-QP-1-0-2023-02-22; J-GCSB-0033806-QP-1-0-2023-04-10; J-GCSB-0032706-JA-2-0-2023-01-31

**V. Incorporation of Requirements into Extramural Documentation**

Are the QA documentation requirements cited on this form incorporated into the extramural documentation (RFA, RFP, SOW, PWS, etc.)?  Yes  No [1129] Not Applicable

For new actions, has the QA documentation required in Section IV of this form been included in the RFA, RFP, SOW or PWS as an evaluation factor?  Yes  No  Not Applicable

**VI. Signatures** Sign/date below, obtain a concurrence signature from QA Staff, and submit the form along with the other extramural or intramural action documentation, as applicable.

Originator	LISA SMITH	Digitally signed by LISA SMITH Date: 2024.02.05 13:34:46 -06'00'	Date:
Additional Reviewer (optional)	LINDA HARWELL	Digitally signed by LINDA HARWELL Date: 2024.02.06 15:12:17 -06'00'	Date:
QA Manager	CHRISTY DRAPER	Digitally signed by CHRISTY DRAPER Date: 2024.02.07 06:41:45 -06'00'	Date:



### Agenda Item 7.c.

#### **Ratifying Approval of Amendment #1 to Contract P2425-01, in the amount of \$25,000, with Moffatt & Nichol for the Carpenter Creek Restoration Project**

Background: The Board approved at the May 21, 2025 Board Meeting Contract P2425-01 with Moffatt & Nichol, in the amount of \$4,082,786.54, for the Carpenter Creek Restoration Project design.

Amendment#1 increases the contract by \$25,000 to provide additional real estate consulting services necessary to obtain right of entry agreements from property owners along the Creek. These right of entry agreements are necessary for the design team to access the creek to perform site assessments to inform project design.

The Carpenter Creek Restoration Project will fund the planning, design, and permitting of an approximately 2.5-mile-long stream restoration project proposed for Carpenter Creek. Environmental benefits from a future Implementation Project include an estimated reduction of 2,000 tons of sediment and 2,500 pounds of nitrogen removed from the Creek annually. Additionally, the Implementation Project would restore approximately 20 acres of wetlands and approximately 2.5 miles of stream while also reducing flood staging by approximately 1 (one) foot. The primary RESTORE Council goal addressed by this Project is to restore, enhance, and protect habitats. Project tasks include project management, procurement of contractor, data collection, engineering and design plans (100%), permitting, and community engagement. Permits anticipated to be required include a US Army Corps of Engineers 404 Permit and a Florida DEP Environmental Resource Permit.

Recommendation: Recommend the Board ratify approval of Amendment #1 to Contract P2425-01, in the amount of \$25,000, with Moffatt & Nichol for the Carpenter Creek Restoration Project.

Financial Impact: Approval of this action would increase Moffatt & Nichol's value by \$25,000, for a total of \$4,107,786.54. This will encumber \$25,000 in Florida Department of Environment Protection Grant Agreement No. L0099.

Legal Review: N/A



AMENDMENT TO AGREEMENT  
AMENDMENT NO.: 1

Project Name: Carpenter Creek Restoration Project  
Project No.: P2425-01 (PPBEP) / 231871 (MN)

THE AGREEMENT, dated January 7, 2026, between The Pensacola and Perdido Bays Estuary Program (PPBEP) and Moffatt & Nichol (MN) for services on the above-named Project is hereby amended as follows:

1. Services

Professional right-of-way services provided by O.R. Colan Associates (ORC) in pursuit of access agreements from property owners in the Carpenter Creek Restoration Project area. ORC will conduct coordination meetings and correspondence with MN and the PPBEP, secure property owner contact information, and attempt to obtain access agreements from property owners. See attachment for full scope.

2. Charges or payments

Not to exceed \$25,000.00

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

Moffatt & Nichol

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jeff Helms

Name: Matt Posner

Title: Vice President

Title: Executive Director

Date: 1/7/2026

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

**O.R. Colan Associates**

Phone: 785-550-8642

Email: [aorrick@orcolan.com](mailto:aorrick@orcolan.com)

Website: [www.orclan.com](http://www.orclan.com)

Date: January 6, 2026

Client Name: Kate Dawson

Client Title: Project Manager

Client Organization: Moffatt & Nichol

Email: [kdawson@moffattnichol.com](mailto:kdawson@moffattnichol.com)

**Subject:** Carpenter Creek – Access Agreements

**Dear Kate,**

Thank you for the opportunity to support Moffatt & Nichol (MN) on the Carpenter Creek Project. This letter serves as a formal proposal for O.R. Colan Associates (“ORC”) to provide the requested right-of-way services.

**1. Scope of Work**

ORC will provide professional right-of-way services in support of the Carpenter Creek Project.

**The scope includes:**

- ORC to pursue access agreements from priority property owners along the creek. These generally include owners that MN and the client are unable to contact or properties that are better suited for professional coordination.
- MN to maintain a live document indicating the priority parcels for ORC to resolve.
- Phase 1 will minimally focus on 5 unique property owners with the likely addition of parcels yet to be determined. This phase is to be initiated as soon as possible and completed as soon as possible – necessary to perform preliminary field investigations.
- Phase 2 will include an updated working list of priority parcels that will be set following field investigations. The timing of field investigations are subject to the duration of the above Phase 1 efforts.
- ORC to pull publicly available property owner contact information for remaining parcels.
- The client and MN to use this information to contact owners in pursuit of access agreements.
- ORC will continue under the current authorization if funds are available or request a change order to cover the additional work.
- ORC will make one ROW agent local to Pensacola available, as needed for the duration of the access agreement support.
- ORC is unable to guarantee success in securing access agreements but will undertake best efforts to acquire the requested property rights.
- ORC will maintain a daily entry of negotiations notes and communications with landowners.
- Coordination with engineering on the status of access agreements.
- ORC does not anticipate the access agreements will be recorded and has not included costs for any recording fees.
- ORC will lead weekly status meetings with the understanding that each week will involve a spend review that will directly inform the tasks and priorities for the following week.

## 2. Schedule

Work is scheduled to begin on or about January 19, 2026, and is anticipated to be completed by April 29, 2026, subject to client direction, third-party timelines, and acquisition complexity.

## 3. Cost and Billing Terms

ORC proposes to perform this work on a Not-to-Exceed basis.

### Financials:

- Estimated total Not-to-Exceed amount: \$25,000.00
- Hourly rates and categories: See Staffing Chart
- Invoicing: Quarterly
- Reimbursable Expenses: Copies, postage, online database access for title or landowner contact information, mileage, and other pre-approved expenses within the above budget.

If ORC begins work on any activity, and the activity is removed from ORC's scope, then ORC is entitled to receive payment completed to that point.

### Staffing Chart:

Title	Hourly Rate
Project Manager	\$190.00
Right of Way Agent	\$145.00
Title Agent	\$125.00
GIS Technician	\$140.00
Document Specialist	\$120.00

Any changes to scope, timeline, or budget will be discussed and approved in writing before implementation.

## 4. Assumptions and Dependencies

- ORC will rely on timely access to project documents, parcel data, and third-party contacts.
- Due to federal funding, this project will be conducted in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).
- ORC will perform services in accordance with all applicable laws, regulations, and industry standards.
- Our pricing is based on current market conditions and is valid for a period of 60 days from the date of this proposal. If award or notice to proceed occurs after this period, ORC reserves the right to adjust pricing to reflect changes in labor rates, subcontractor costs, or other market-driven factors.
- ORC's rates are subject to an automatic annual escalation of 3%, effective January 1<sup>st</sup> starting on January 1, 2027, and on each subsequent January 1st for the duration of the engagement.
- Should the scope of services be reduced, parcel counts revised, or the project schedule materially altered, ORC will review the impact on costs and provide an adjusted fee proposal for client approval.
- If delays outside of ORC's control occur (e.g., environmental approvals, design deliverables, permitting, or right-of-entry issues) that materially impact the schedule or staff assignments, ORC reserves the right to renegotiate pricing or adjust staffing plans to reflect the revised project timeline.
- ORC intends to utilize our proprietary ORC Parcel Suite® right-of-way management system for this project.

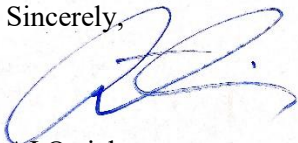
- Unless otherwise noted, use of Parcel Suite® for project management and reporting is included in our pricing. If additional customization or client-specific reporting functionality is requested, ORC will provide a separate cost proposal.
- If the client desires direct access to the ORC Parcel Suite® database, execution of a Master Services Agreement (MSA) and user license agreements will be required prior to access being granted. These agreements ensure data security, compliance with federal/state requirements, and proper use of ORC's proprietary platform.

## 5. Authorization

To proceed with this work, please sign below and return this letter. Work will begin upon receipt of authorization.

If you have any questions or need further details, don't hesitate to reach out directly. We look forward to continuing our partnership and delivering exceptional results on this project.

Sincerely,



AJ Orrick  
Vice President  
O.R. Colan Associates

**AGREEMENT FOR PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM**  
**CARPENTER CREEK RESTORATION PROJECT (P2425-01)**

**THIS AGREEMENT** is made and entered into by and between Pensacola and Perdido Bays Estuary Program, Inc., a Florida not-for-profit corporation serving as an instrumentality of government, with administrative offices located at 226 Palafox Place, 5<sup>th</sup> floor, Pensacola, Florida 32502, (hereinafter referred to as "PPBEP" or "Estuary Program,") and Moffatt & Nichol, a California corporation authorized to transact business in the State of Florida as Moffatt & Nichol, Inc., FEI/EIN #95-1951343, whose principal address is 226 Palafox Place, 6<sup>th</sup> floor, Pensacola, FL 32502 (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, on October 30, 2024, PPBEP issued a Request for Qualifications seeking a qualified firm to perform design and permitting services for the Carpenter Creek Restoration pursuant to Section 380.093, Florida Statutes, Specification Number P2425-01 (hereinafter referred to as "the Project"); and

**WHEREAS**, the Consultant is a firm with the requisite expertise to perform the Project; and

**WHEREAS**, PPBEP desires to enter into an Agreement with the Consultant for the performance of the Project as further set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, PPBEP and the Consultant agree as follows:

**ARTICLE 1**  
**PREAMBLE**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.3 The Estuary Program has complied with the requirements of the Consultants' Competitive Negotiation Act, as provided in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.4 Negotiations pertaining to the services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Estuary Program, and this Agreement incorporates the results of such negotiations.

**ARTICLE 2**

## SCOPE OF SERVICES

2.1 The Consultant will perform the tasks outlined in the Estuary Program's Request for Qualifications Carpenter Creek Restoration Design and Permitting Services, Specification No.: P2425-01, attached hereto and incorporated herein as **Exhibit A**, and as represented in the Consultant's Scope of Work, attached hereto and incorporated herein as **Exhibit B**. Such services shall include those services performed by the Consultant, its employees, and subcontractors, as further described in the Scope of Work and any other services specifically included therein.

2.2 This Project shall be funded in whole or in part by grant funding provided through Florida Department of Environmental Protection (DEP) Grant Agreement No. RES13. The Consultant shall complete the Project in accordance with the terms and conditions of DEP Grant Agreement No. RES13. By executing this Agreement, the Consultant acknowledges that it has received a copy of the Grant Agreements and shall comply with all applicable provisions of the Agreements.

## ARTICLE 3 TIME FOR PERFORMANCE

3.1 The schedule for completion of the Consultant's services shall be in accordance with **Exhibit C**, which is attached hereto and made a part hereof. Consultant shall complete the Project on or before April 30, 2027. Such schedule may be modified from time to time upon the mutual consent of PPBEP and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for PPBEP's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by PPBEP, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Executive Director.

## ARTICLE 4 COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 PPBEP agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in **Exhibit D**, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges be paid as follows: A lump sum amount of \$691,769.68 for base services and \$3,361,516.86 for optional services, for a total contract value of \$4,082,786.54. Final payment may be subject to approval by the Board of Directors.

4.2 The Fee Schedule, as used herein, shall mean the charges shown in **Exhibit D** for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively, the Consultant's salaries of professional and administrative staff, sick leave, vacation,

unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, travel, lodging, per diem, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 The Consultant may submit an invoice to PPBEP upon the completion and approval of Project tasks in accordance with the Fee Schedule. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as required by PPBEP. Requests for payment shall not be made more frequently than once a month.

4.4 Invoices shall be submitted via email to [info@ppbep.org](mailto:info@ppbep.org) and addressed to the following:

Attn: Finance Manager  
Pensacola and Perdido Bays Estuary Program  
226 Palafox Place, 5<sup>th</sup> floor  
Pensacola, FL 32502

4.5 Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

4.6 In the event the Consultant is delayed in being able to make progress towards completion of any task for longer than thirty (30) days for reasons outside Consultant's control, including, but not limited to, delay or suspension on the part of the PPBEP or its agents, then Consultant may invoice for services completed on the task up to the point of delay on a percent completed basis, and PPBEP agrees to issue payment.

## **ARTICLE 5** **CONSULTANT'S RESPONSIBILITIES**

5.1 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, drawings, specifications, and other services furnished pursuant to this Agreement. The Consultant shall correct or revise, without additional compensation, any errors or omissions in its reports, drawings, specifications, and other services furnished pursuant to the Agreement.

5.2 PPBEP's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to PPBEP in accordance with applicable law for all damages to PPBEP caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

5.3 The rights and remedies of PPBEP provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

## **ARTICLE 6** **GENERAL PROVISIONS**

### **6.1 Ownership of Documents.**

Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of PPBEP whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files

developed or created of such documents. Except as required by law, when such documents are provided to other parties not involved with the Project, the Consultant shall ensure return of PPBEP's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant. Any reuse or modification by PPBEP of delivered work product prepared by Consultant for any project other than the Project for which they were prepared without the Consultant's prior written consent shall be at the sole risk of PPBEP. PPBEP agrees it shall not deliver Consultant-prepared work product to any unauthorized third-party without first obtaining Consultant's written consent. Notwithstanding the foregoing, the Consultant does not convey to PPBEP, nor does PPBEP obtain any right to any document or material utilized by the Consultant that was created or produced separate from this Agreement or was pre-existing material (not already owned by PPBEP). To the extent that pre-existing materials are incorporated into the work, the Consultant grants to PPBEP an irrevocable, non-exclusive, royalty-free right and/or license to use, execute, and reproduce the pre-existing material, but only as an inseparable part of the Project for which they were prepared. PPBEP acknowledges and agrees that the Consultant retains all rights to the know-how with respect to how to perform the services provided hereunder.

## 6.2 Termination.

(a) This Agreement may be terminated by either party for cause, or by PPBEP for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid for services performed through the termination date, including all reimbursable expenses then due or incurred to the date of termination. Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(b) In no event shall a termination for convenience by PPBEP be deemed a default, and any such termination shall not subject PPBEP to any penalty or other claim for damages. If the Consultant, without due cause, abandons this Agreement or causes it to be terminated, the Consultant shall reimburse PPBEP for costs incurred by PPBEP in otherwise completing the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of PPBEP and shall be immediately delivered by the Consultant to the PPBEP. Consultant shall otherwise be paid services properly performed up to the termination upon reimbursement by Consultant of costs incurred by PPBEP as set out herein.

(c) Consultant suspension or debarment proceedings brought by PPBEP shall be grounds for immediate termination of this Agreement.

6.3 Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Consultant seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Consultant.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Executive Director  
Pensacola and Perdido Bays Estuary Program  
226 Palafox Place, 5<sup>th</sup> floor  
Pensacola, Florida 32502  
(850) 595-0820  
mjposner@ppbep.org**

6.4 Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any PPBEP employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with PPBEP's Ethics Policy prohibiting conflicts of interest among retained consultants.

6.5 No Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, PPBEP shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.6 Truth-in-Negotiation. The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which PPBEP determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

6.7 Gratuities. Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of PPBEP gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

6.8 Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of PPBEP; and Consultant shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP.

6.9 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the Estuary Program. The Agreement shall, however, run with the Estuary Program and its successors.

6.10 Indemnification. The Consultant agrees to hold harmless, indemnify, and defend PPBEP and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including reasonable attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct damages and costs, arising directly on account of or in connection with the Consultant's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant or by anyone for whom the Consultant is legally liable. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of the Estuary Program, as well as provide a legal defense for the Estuary Program, both of which will be done only if and when requested by the Estuary Program, for all claims relating to this Agreement. Such payment on the behalf of the Estuary Program shall be in addition to any and all other legal remedies available to the Estuary Program and shall not be considered to be PPBEP's exclusive remedy. Notwithstanding the foregoing or any other provision to the contrary, Consultant shall not be required to provide a defense to PPBEP for claims of a professional nature as defined in Consultant's professional liability policy except that this shall not affect the Consultant's obligation to pay reasonable attorney's fees as part of Consultant's indemnity obligation to PPBEP, nor shall it affect Consultant's duty to defend PPBEP if such a defense is available under any of Consultant's other insurance policies.

6.11 Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 minimum per occurrence/\$2,000,000 annual aggregate limit;

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employer's liability with employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease;

(d) Professional Liability with \$1,000,000 per claim/\$2,000,000 annual aggregate. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

It is understood and agreed by the parties that in the event the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size

of “VII”, according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, 10 days for nonrenewal or in the case of professional liability insurance, 30 days for any material change. Such notices shall be emailed to [info@ppbep.org](mailto:info@ppbep.org).

The Pensacola and Perdido Bays Estuary Program shall be endorsed as “additional insureds” on all liability policies (except Workers’ Compensation and Professional Liability). Certificates of Insurance shall be provided to PPBEP prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the Estuary Program. The Estuary Program shall also be the certificate holders.

**6.12 Compliance with Laws.** Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment and safety. Consultant shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. Consultant further certifies they are eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications. In connection with the furnishing of supplies or performance of work under the contract, Consultant further agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations, and executive orders, to the extent that the same may be applicable and provider further agrees to insert the preceding provision in all subcontracts awarded hereunder.

**6.13 Employment Eligibility Verification.** In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**6.14 Prohibition against Contracting with Scrutinized Companies.** In accordance with §287.135, Florida Statutes, by executing this Agreement, Contractor hereby certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel List created pursuant to §215.4725, Florida Statutes, and is not engaged in a boycott of Israel as defined in §215.4725, Florida Statutes. Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies that Boycott Israel List; or has been engaged in a boycott of Israel then PPBEP reserves the right to immediately terminate this Agreement.

**6.15 Foreign Gifts/Contracts.** In accordance with §286.101, Florida Statutes, by executing this Agreement, Contractor certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a “foreign country of concern” as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the

internet at the Department of Financial Services website:  
<http://www.myfloridacfo.com/Transparency>.

6.16 Notice. Any notice or payment under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. A courtesy copy should also be emailed to [info@ppbep.org](mailto:info@ppbep.org). Unless otherwise notified in writing of a new address, notice or payment shall be made as follows:

To: Moffatt & Nichol  
Attention: Vice President  
226 Palafox Place, 5th floor  
Pensacola, Florida 32502

To: Pensacola and Perdido Bays Estuary Program  
Attention: Executive Director  
226 Palafox Place, 5<sup>th</sup> floor  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.17 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.18 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

6.19 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

6.20 Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify PPBEP and request clarification of PPBEP's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

6.21 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or

unenforceable portion or provision.

6.22 Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

6.23 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

6.24 No Waiver. The failure of the Consultant or PPBEP to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

6.25 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

6.26 Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

6.27. Annual Appropriation. Pursuant to the requirements of Florida law, the Estuary Program's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Board of Directors.

6.28 Contract Documents. The Contract Documents include this Agreement and any Amendments and Exhibits A-D as referenced herein. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

**[The remainder of this page intentionally left blank; signature page to follow]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**Pensacola and Perdido Bays Estuary Program**

**MOFFATT & NICHOL**

By: Matthew J. Posner  
Matthew J. Posner, Executive Director

By: Jeff Helms  
Jeff Helms, Vice President

Date: 5/21/2025

Date: 5/23/2025

**NOTARY**

STATE OF FLORIDA

COUNTY OF Escambia

Before me, the undersigned notary, duly authorized to administer oaths, this day personally appeared Jeff Helms who is personally known to me or  produced FL-DL as identification, and who upon being duly sworn, acknowledges that the foregoing is true and correct.

Sworn to and subscribed, before me, this 23 day of 05, 2024.

Harghel  
NOTARY PUBLIC

[NOTARY SEAL]

Type or print name: Michaela Harghel  
Commission Expires: 4/22/2029  
Commission No.: HH 668242





### Agenda Item 7.d.

#### **Approval of a Subaward Agreement Between PPBEP and Santa Rosa County, in the Amount of \$34,227.30, for the Water Quality Monitoring Collaborative Network**

Background: The Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships—including the Pensacola and Perdido Bays Estuary Program (PPBEP), City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs—to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and Santa Rosa County, in the amount of \$34,227.30 for the Water Quality Monitoring Collaborative Network.

Financial Impact: Approval of this action will obligate \$34,227.30 from EPA Grant 05D42125.

Legal Review: General Counsel has reviewed and approved the Agreement.

**AGREEMENT RELATING TO THE WATER QUALITY MONITORING COLLABORATIVE  
NETWORK PROJECT**

**THIS AGREEMENT** is made and entered into by and between **Santa Rosa County Board of County Commissioners**, a political subdivision of the State of Florida, (hereinafter referred to as "the County"), with administrative offices located at 6495 Caroline Street, Milton, FL 32570, and **Pensacola and Perdido Bays Estuary Program, Inc.**, a nonprofit operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) awarded EPA Grant Agreement Number 05D42125 (**Exhibit B**) to PPBEP for the Water Quality Monitoring Collaborative Network Project (hereinafter referred to as the "Project"); and

**WHEREAS**, PPBEP desires to enter into an Agreement with the Subrecipient to assist with completion of the Project as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, PPBEP and the Subrecipient agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. Subrecipient will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the U.S. EPA. The Subrecipient shall complete the Project in accordance with the terms of the Standard Grant Agreement by and between the EPA and PPBEP, Grant Number 05D42125 (hereinafter referred to as the "Grant Agreement"). By executing this Agreement, the Subrecipient acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for the Subrecipient's provision of the scope of services referenced above, PPBEP will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by the Subrecipient, including costs, direct expenses, and any other charges, shall not exceed **\$34,227.30** which is solely available from funding provided pursuant to EPA Grant Agreement Number 05D42125.
4. Method of Payment/Billing. The Subrecipient may request payment from PPBEP on a quarterly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Pensacola and Perdido Bays Estuary Program

Attention: Operations Manager  
226 Palafox Place  
Pensacola, FL 32502

Invoices may be submitted electronically to [info@ppbep.org](mailto:info@ppbep.org).

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall commence upon the date last executed and expire on **September 30, 2028**, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before **September 30, 2028**.

6. Reporting. The Subrecipient shall provide PPBEP with a quarterly report of all Project activities including a narrative summary and financial statement. The Subrecipient's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to PPBEP. The Subrecipient will also provide PPBEP with any additional information as required to substantiate Project activities or expenditures.

7. Termination. PPBEP retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by PPBEP upon providing thirty (30) days written notice to the Subrecipient. This Agreement may be terminated for cause by the Subrecipient upon providing ninety (90) days written notice to PPBEP. In the event of termination by either party as provided herein, the Subrecipient shall be paid for services provided through the date of termination, but the Subrecipient shall not be entitled to any other recovery against PPBEP.

8. Liability. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, the Subrecipient is an independent contractor. The Subrecipient shall not hold itself out as an employee, agent or servant of PPBEP; and the Subrecipient shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP. Notwithstanding the provisions herein, Subrecipient acknowledges and agrees that this Agreement does not alter the Subrecipient's relationship with, or obligations to, PPBEP arising from Subrecipient's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.  
Attention: Matt Posner

To: Santa Rosa County Administration  
Attention: Brad Baker, County Administrator

226 South Palafox Place, 5th Floor  
Pensacola, FL 32502

6495 Caroline, Street, Suite M  
Milton, FL 325570

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Subrecipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Subrecipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Subrecipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Subrecipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Subrecipient seven (7) days written notice, during which period the Subrecipient still fails to allow access to such documents, terminate the contract. In such case, the Subrecipient shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Subrecipient.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Executive Director  
Pensacola and Perdido Bays Estuary Program  
226 Palafox Place, 5th floor  
Pensacola, Florida 32502  
(850) 595-0820  
mjposner@ppbep.org**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Subrecipient in connection with this Agreement are and shall remain the property of the PPBEP whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Subrecipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. The Subrecipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. The Subrecipient shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, the Subrecipient shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the Subrecipient enters into a contract with a subcontractor performing work or providing services on its behalf, the Subrecipient shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, the Subrecipient hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, the Subrecipient acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*; or has been engaged in a *boycott of Israel* then the Subrecipient reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, the Subrecipient certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Subrecipient without the prior written consent of PPBEP.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**Santa Rosa County BOCC**

ATTEST: Jason D. English, Esq.

By: \_\_\_\_\_  
Colten Wright, Chairman

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

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Clerk of Court

**PPBEP:**

By: \_\_\_\_\_  
Matthew J. Posner, Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**PROJECT TITLE:** The Water Quality Monitoring Collaborative Network Project

**PROJECT LOCATION:** The overall project encompasses much of the greater Pensacola and Perdido Bay watersheds, including portions of the following 8-digit Hydrologic Unit Codes (HUCs): 03140305, 03140304, 03140106, 03140107, 03140105, 03140104, 03140103, 03140303, and 03140302. County involvement is primarily focused on the lower bay systems and associated waters, including portions of HUCs 03140105 and 03140104

**PROJECT ABSTRACT:** The Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships—including the Pensacola and Perdido Bays Estuary Program (PPBEP), City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs—to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

#### **TASKS AND DELIVERABLES:**

##### Task 1: Project Management and Reporting

**Description:** Santa Rosa County will support PPBEP by overseeing project components associated with select Santa Rosa County stations. Activities include coordination meetings; project and plan development; partner coordination; preparation and submittal of progress reports, payment requests, and documentation for inclusion in grant reports.

**Deliverables:** Santa Rosa County will provide: 1) A signed summary of activities completed during the period covered by the payment request. 2) Formal feedback and written comments on draft plans prepared by PPBEP. 3) Summary of results and findings and other documentation, following the preferred PPBEP format, for inclusion in grant reports.

**Performance:** PPBEP will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the U.S. Environmental Protection Agency Grant Manager.

##### Task 2: Field Sampling and Support

**Description:** Santa Rosa County will assist PPBEP by conducting monthly surface water sampling at no less than eight but no more than ten stations in the lower Pensacola and Perdido Bay systems, with the final number subject to minor adjustment as the official sampling plan is developed. County staff will provide the personnel, equipment, and supplies needed to conduct initial station reconnaissance and sampling. Collected samples will be delivered to a laboratory selected by PPBEP for analysis. Field support will be invoiced based on successful completion of monthly monitoring efforts. This covers costs associated with operation of a county work boat, truck, and multiparameter sonde.

**Deliverables:** Santa Rosa County will provide: 1) Surface samples from select sites within Pensacola and Perdido Bays for analysis.

Performance: PPBEP will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the U.S. Environmental Protection Agency Grant Manager.

Task 3: Data Collection, Management, and Review

Description: In cooperation with PPBEP, Santa Rosa County will perform necessary QA/QC functions for data generated by Santa Rosa County, compile and upload field and laboratory data, and assist with the development of a data dashboard.

Deliverables: Santa Rosa County will provide: 1) Written summary(ies) of field activities conducted by Santa Rosa County under this task. 2) A dataset containing relevant field and laboratory surface water quality data generated by Santa Rosa County.

Performance: PPBEP will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the U.S. Environmental Protection Agency Grant Manager.

**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

<b>Task/Deliverable</b>	<b>Start Date</b>	<b>End Date</b>	<b>Deliverable Due Date</b>
Tasks 1 – 3	3/1/2026	9/30/2028	All task related deliverables shall be provided in advance of the due dates outlined in the U.S. Environmental Protection Agency Grant Work Plan, current version.

**PROJECT BUDGET:**

**(SEE NEXT PAGE)**

	Current Rate	Amount (Annual)	Cost (Year 1)	Cost (Year2)	Cost (Year 3)	Cost (Total)
<b>Truck Operations ( \$/Mile)</b>		<i>Miles</i>				
Boat deployment sampling (12 trips × 50 miles)	\$ 0.725	600	\$ 435.00	\$ 452.40	\$ 470.50	\$ 1,357.90
Shore-based sampling (12 trips × 75 miles)	\$ 0.725	900	\$ 652.50	\$ 678.60	\$ 705.74	\$ 2,036.84
		<b>Sub-Total</b>	<b>\$ 1,087.50</b>	<b>\$ 1,131.00</b>	<b>\$ 1,176.24</b>	<b>\$ 3,394.74</b>
<b>Boat Operations (\$/hr)</b>		<i>Hours</i>				
Santa Rosa Sound Sites (4 Sites @ .45hrs/site)	\$ 21.30	36	\$ 766.80	\$ 805.14	\$ 845.40	\$ 2,417.34
Engine wear and routine maintenance	\$ 15.00	36	\$ 540.00	\$ 567.00	\$ 595.35	\$ 1,702.35
		<b>Sub-Total</b>	<b>\$ 1,306.80</b>	<b>\$ 1,372.14</b>	<b>\$ 1,440.75</b>	<b>\$ 4,119.69</b>
<b>Field and Calibration Supplies</b>						
Calibration Standards		<i>Quantity</i>				
<a href="#">pH (pH 4, 7, and 10)</a>	\$ 107.00	6	\$ 642.00	\$ 667.68	\$ 694.39	\$ 2,004.07
<a href="#">turbidity (0 FNU)</a>	\$ 210.00	2	\$ 420.00	\$ 436.80	\$ 454.27	\$ 1,311.07
<a href="#">turbidity (12.4 FNU)</a>	\$ 400.00	2	\$ 800.00	\$ 832.00	\$ 865.28	\$ 2,497.28
<a href="#">turbidity (124 FNU)</a>	\$ 403.00	2	\$ 806.00	\$ 838.24	\$ 871.77	\$ 2,516.01
<a href="#">conductivity (8pints each @ 10k uS/cm)</a>	\$ 172.00	12	\$ 2,064.00	\$ 2,146.56	\$ 2,232.42	\$ 6,442.98
<a href="#">deionized water</a>	\$ 35.30	2	\$ 70.60	\$ 73.42	\$ 76.36	\$ 220.38
-						
Replacement Parts						
<a href="#">EXO Wibed Conductivity &amp; Temperature Sensor</a>	\$ 1,950.00	1	\$ 1,950.00	-	\$ 2,109.12	\$ 4,059.12
<a href="#">EXO Turbidity Senso</a>	\$ 2,150.00	1	\$ 2,150.00	-	\$ 2,325.44	\$ 4,475.44
<a href="#">EXO ph Sensor</a>	\$ 785.00	1	\$ 785.00	-	\$ 849.06	\$ 1,634.06
<a href="#">EXO Optical DO Sensor</a>	\$ 2,300.00	1	\$ 2,300.00	-	\$ 2,487.68	\$ 4,787.68
-						
		<b>Sub-Total</b>	<b>\$ 11,987.60</b>	<b>\$ 4,994.70</b>	<b>\$ 12,965.79</b>	<b>\$ 29,948.09</b>
		Total	\$ 14,381.90	\$ 15,101.00	\$ 15,856.04	\$ 45,338.94
		15% de minimis Indirect	\$ 2,157.29	\$ 2,265.15	\$ 2,378.41	\$ 6,800.84
		<b>GRAND TOTAL</b>	<b>\$ 16,539.19</b>	<b>\$ 7,497.84</b>	<b>\$ 7,872.74</b>	<b>\$ 37,462.52</b>

\*All Prices include 4% price adjustment per year



### Agenda Item 7.e.

#### **Approval of a Subaward Agreement Between PPBEP and Escambia County, in the Amount of \$33,000, for the Water Quality Monitoring Collaborative Network**

Background: The Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships—including the Pensacola and Perdido Bays Estuary Program (PPBEP), City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs—to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and Escambia County, in the amount of \$33,000 for the Water Quality Monitoring Collaborative Network.

Financial Impact: Approval of this action will obligate \$33,000.00 from EPA Grant 05D42125.

Legal Review: General Counsel has reviewed and approved the Agreement in its current form. Please note General Counsel is working with the Escambia County Attorney's Office to finalize minor revisions. Should any material changes to the Agreement be requested, the Agreement will be brought back to the Board for approval.

**AGREEMENT RELATING TO  
WATER QUALITY MONITORING COLLABORATIVE NETWORK PROJECT**

**THIS AGREEMENT** is made and entered into by and between Escambia County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, and Pensacola and Perdido Bays Estuary Program, Inc., a nonprofit operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) awarded PPBEP a Grant Agreement, Grant Number (FAIN): 05D42125, for the Water Quality Monitoring Collaborative Network Project (hereinafter referred to as the "Project"); and

**WHEREAS**, the County desires to enter into an Agreement with the PPBEP to assist with completion of the Project as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and PPBEP agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Scope.** The County will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.
3. **Compensation.** In exchange for the County's provision of the scope of services referenced above, PPBEP will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**.
4. **Method of Payment/Billing.** The County may request payment from PPBEP on a quarterly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Pensacola and Perdido Bays Estuary Program  
Attention: Operations Manager  
226 Palafox Place, 5th Floor  
Pensacola, FL 32502  
[info@ppbep.org](mailto:info@ppbep.org)

5. **Period of Performance.** This Agreement shall commence upon the date last executed and expire on September 30, 2028, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before September 30, 2028.

6. **Reporting.** The County shall provide PPBEP with a quarterly report of all Project activities including a narrative summary and financial statement. The County's reporting obligation will

survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to PPBEP. The County will also provide PPBEP with any additional information as required to substantiate Project activities or expenditures.

7. Termination. This Agreement may be terminated by either party for cause or for convenience upon providing thirty (30) days written notice. In the event of termination by either party as provided herein, the County shall be paid for services provided through the date of termination.

8. Liability. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, the County is an independent contractor. The County shall not hold itself out as an employee, agent or servant of PPBEP; and the County shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP. Notwithstanding the provisions herein, County acknowledges and agrees that this Agreement does not alter the County's relationship with, or obligations to, PPBEP arising from County's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.  
Attention: Matt Posner  
226 South Palafox Place, 5th Floor  
Pensacola, FL 32502

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the

parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the non-breaching party may, without prejudice to any right or remedy and after giving seven (7) days written notice, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Subrecipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. The parties hereto agree to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. E-Verify. In accordance with §448.095, Florida Statutes, the parties shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the either party enters into a contract with a subcontractor performing work or providing services on its behalf, the party shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

16. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party.

17. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

18. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

19. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

20. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the

interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

21. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:  
ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Wesley J. Moreno, County Administrator

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

\_\_\_\_\_  
Witness

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Witness

**PPBEP: PENSACOLA AND PERDIDO  
BAYS ESTUARY PROGRAM, INC.**

By: \_\_\_\_\_  
Matthew J. Posner, Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



### Agenda Item 7.f.

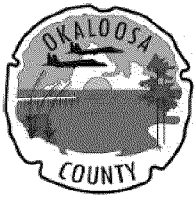
#### **Approval of a Subaward Agreement Between PPBEP and Okaloosa County, in the Amount of \$14,993, for the Water Quality Monitoring Collaborative Network**

Background: The Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships—including the Pensacola and Perdido Bays Estuary Program (PPBEP), City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs—to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and Okaloosa County, in the amount of \$14,993 for the Water Quality Monitoring Collaborative Network.

Financial Impact: Approval of this action will obligate \$14,993.00 from EPA Grant 05D42125.

Legal Review: General Counsel has reviewed and approved the Agreement.



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** April 7, 2026  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jennifer Adams  
**SUBJECT:** PPBEP Subaward - Water Quality Monitoring  
**DEPARTMENT:** Tourist Development Department  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** Okaloosa County is in receipt of an Agreement relating to the Water Quality Monitoring Collaborative Network Project Subaward from the Pensacola and Perdido Bays Estuary Program, Inc. (PPBEP).

**BACKGROUND:** The PPBEP Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships-including PPBEP, City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs-to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

Okaloosa County will assist PPBEP by conducting monthly surface water sampling at three stations in the upper Pensacola Bay System in Okaloosa County. County Land Management staff will provide the personnel, equipment, and supplies needed to conduct initial station reconnaissance and monthly sampling. Collected samples will be delivered to a laboratory selected by PPBEP for analysis. Field support will be invoiced based on successful completion of monthly monitoring efforts. This subaward covers costs associated with operation of a county truck (mileage) and multiparameter sonde (provided through the subaward).

PPBEP has been an excellent partner for Okaloosa County and has offered a portion of their recently awarded EPA grant for watershed-wide water quality monitoring to the County as a subaward for our participation. The \$14,993 subaward will cover all equipment and vehicle expenses; staff time will be donated to the project as an in-kind contribution. All collected data will be available for use by Okaloosa County for water resource management.

In accordance with the Grants Policy and Procedures Manual, the Department is requesting the Chairman to provide authorization for the County Administrator to be the Authorizing Official for the term of this agreement.

**FUNDING SOURCE, (If Applicable):** No cash match required.

**OPTIONS:** Approve/Disapprove/Postpone

**RECOMMENDATIONS:** Approve the Grant Subaward and designate the County

Administrator as Authorizing Official to sign the grant and authority to sign all future documents associated with this subaward, with due notice to this Board.

  
Jennifer Adams, Director, Tourist Development Department 3/30/2026

**RECOMMENDED BY:**

  
John Hofstad, County Administrator 3/31/2026

**APPROVED BY:**

**AGREEMENT RELATING TO THE WATER QUALITY MONITORING COLLABORATIVE  
NETWORK PROJECT**

**THIS AGREEMENT** is made and entered into by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY" or "Subrecipient"), with administrative offices located at 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, and Pensacola and Perdido Bays Estuary Program, Inc., a nonprofit operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) awarded EPA Grant Agreement Number 05D42125 (**Exhibit B**) to PPBEP for the Water Quality Monitoring Collaborative Network Project (hereinafter referred to as the "Project"); and

**WHEREAS**, PPBEP desires to enter into an Agreement with the Subrecipient to assist with completion of the Project as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, PPBEP and the Subrecipient agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. Subrecipient will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the U.S. EPA. The Subrecipient shall complete the Project in accordance with the terms of the Standard Grant Agreement by and between the EPA and PPBEP, Grant Number 05D42125 (hereinafter referred to as the "Grant Agreement"). By executing this Agreement, the Subrecipient acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for the Subrecipient's provision of the scope of services referenced above, PPBEP will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by the Subrecipient, including costs, direct expenses, and any other charges, shall not exceed \$14,993.00, which is solely available from funding provided pursuant to EPA Grant Agreement Number 05D42125.
4. Method of Payment/Billing. The Subrecipient may request payment from PPBEP on a quarterly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Pensacola and Perdido Bays Estuary Program  
Attention: Operations Manager  
226 Palafox Place  
Pensacola, FL 32502

Invoices may be submitted electronically to [info@ppbep.org](mailto:info@ppbep.org).

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall commence upon the date last executed and expire on September 30, 2028, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before September 30, 2028.

6. Reporting. The Subrecipient shall provide PPBEP with a quarterly report of all Project activities including a narrative summary and financial statement. The Subrecipient's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to PPBEP. The Subrecipient will also provide PPBEP with any additional information as required to substantiate Project activities or expenditures.

7. Termination. PPBEP retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by PPBEP upon providing thirty (30) days written notice to the Subrecipient. This Agreement may be terminated for cause by the Subrecipient upon providing sixty (60) days written notice to PPBEP. In the event of termination by either party as provided herein, the Subrecipient shall be paid for services provided through the date of termination, but the Subrecipient shall not be entitled to any other recovery against PPBEP.

8. Liability. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, the Subrecipient is an independent contractor. The Subrecipient shall not hold itself out as an employee, agent or servant of PPBEP; and the Subrecipient shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP. Notwithstanding the provisions herein, Subrecipient acknowledges and agrees that this Agreement does not alter the Subrecipient's relationship with, or obligations to, PPBEP arising from Subrecipient's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.  
Attention: Matt Posner

226 South Palafox Place, 5th Floor  
Pensacola, FL 32502

To: Okaloosa County  
Attention: Jane Evans,  
Grants & RESTORE Manager  
1250 North Eglin Parkway, Ste 102  
Shalimar, FL 32579  
850-651-7521  
jevans@myokaloosa.com

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Subrecipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Subrecipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Subrecipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Subrecipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Subrecipient seven (7) days written notice, during which period the Subrecipient still fails to allow access to such documents, terminate the contract. In such case, the Subrecipient shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Subrecipient.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Executive Director  
Pensacola and Perdido Bays Estuary Program  
226 Palafox Place, 5th floor  
Pensacola, Florida 32502  
(850) 595-0820  
mjposner@ppbep.org**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Subrecipient in connection with this Agreement are and shall remain the property of the PPBEP whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Subrecipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. The Subrecipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. The Subrecipient shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, the Subrecipient shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the Subrecipient enters into a contract with a subcontractor performing work or providing services on its behalf, the Subrecipient shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, the Subrecipient hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, the Subrecipient acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*, or has been engaged in a *boycott of Israel* then the Subrecipient reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, the Subrecipient certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Subrecipient without the prior written consent of PPBEP.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

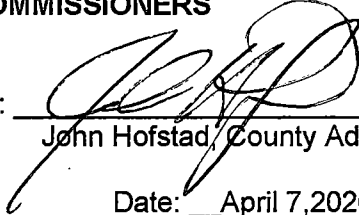
(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**OKALOOSA BOARD OF COUNTY  
COMMISSIONERS**

By:   
John Hofstad, County Administrator  
Date: April 7, 2026

**PPBEP:**

By: \_\_\_\_\_  
Matthew J. Posner, Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Exhibit A

Project Workplan and Budget

**PROJECT TITLE:** The Water Quality Monitoring Collaborative Network Project

**PROJECT LOCATION:** The overall project encompasses much of the greater Pensacola and Perdido Bay watersheds, including portions of the following 8-digit Hydrologic Unit Codes (HUCs): 03140305, 03140304, 03140106, 03140107, 03140105, 03140104, 03140103, 03140303, and 03140302. County involvement is primarily focused in HUC 03140103.

**PROJECT ABSTRACT:** The Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships—including the Pensacola and Perdido Bays Estuary Program (PPBEP), City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs—to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

**TASKS AND DELIVERABLES:**

Task 1: Project Management and Reporting

**Description:** Okaloosa County will support PPBEP by overseeing project components associated with select Okaloosa County stations. Activities include coordination meetings; project and plan development; partner coordination; preparation and submittal of progress reports, payment requests, and documentation for inclusion in grant reports.

**Deliverables:** Okaloosa County will provide: 1) A signed summary of activities completed during the period covered by the payment request. 2) Formal feedback and written comments on draft plans prepared by PPBEP. 3) Summary of results and findings and other documentation, following the preferred PPBEP format, for inclusion in grant reports.

**Performance:** PPBEP will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the U.S. Environmental Protection Agency Grant Manager.

Task 2: Field Sampling and Support

**Description:** Okaloosa County will assist PPBEP by conducting monthly surface water sampling at three stations in the upper Pensacola Bay System in Okaloosa County, with the final number subject to minor adjustment as the official sampling plan is developed. County staff will provide the personnel, equipment, and supplies needed to conduct initial station reconnaissance and sampling. Collected samples will be delivered to a laboratory selected by PPBEP for analysis. Field support will be invoiced based on successful completion of monthly monitoring efforts. This covers costs associated with operation of a county truck and multiparameter sonde.

**Deliverables:** Okaloosa County will provide: 1) Surface samples from select sites within the upper Pensacola Bay System in Okaloosa County for analysis.

**Performance:** PPBEP will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the U.S. Environmental Protection Agency Grant Manager.

Task 3: Data Collection, Management, and Review

Description: In cooperation with PPBEP, Okaloosa County will perform necessary QA/QC functions for data generated by Okaloosa County, and compile and upload field and laboratory data.

Deliverables: Okaloosa County will provide: 1) Written summary(ies) of field activities conducted by Okaloosa County under this task. 2) A dataset containing relevant field and laboratory surface water quality data generated by Okaloosa County.

Performance: PPBEP will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the U.S. Environmental Protection Agency Grant Manager.

**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/Deliverable	Start Date	End Date	Deliverable Due Date
1	3/1/2026	9/30/2028	Quarterly Progress Report due April 10 <sup>th</sup> , July 10 <sup>th</sup> , October 10 <sup>th</sup> , January 10 <sup>th</sup> for the preceding quarter
2	3/1/2026	9/30/2028	Monthly Data Summary due 10 days after the end of the preceding month
3	3/1/2026	9/30/2028	Monthly Data Summary due 10 days after the end of the preceding month

**PROPOSED BUDGET:**

Budget Categories	Description	Total
<b>Travel</b>		
Mileage	90 miles/mo. for 36 months @ \$0.725/mi	\$2,349
<b>Equipment</b>		
Multiparameter Data Sonde	Includes protective case and annual maintenance expenses for 3 years	\$9,740
Turbidimeter		\$2,000
<b>Supplies</b>		
Calibration solutions for multiparameter sonde and field consumables		\$480
<b>Total Direct Charges</b>		\$14,569
Indirect Charges (15% de minimus)		\$424
<b>Grand Total</b>		<b>\$ 14,993</b>

Exhibit B

U.S. Environmental Protection Agency (EPA)

Grant Agreement Number 05D42125

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 05D42125 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> MX	<b>DATE OF AWARD</b> 07/25/2025
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 07/30/2025
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> Pend
		<b>RECIPIENT TYPE:</b> County	
<b>RECIPIENT:</b> Pensacola and Perdido Bays Estuary Program, Inc. 226 PALAFOX PL PENSACOLA, FL 32502-5846 <b>EIN:</b> 93-1499384		<b>PAYEE:</b> Pensacola and Perdido Bays Estuary Program, Inc. 226 PALAFOX PL 5th Floor Pensacola, FL 32502-5846	
<b>PROJECT MANAGER</b> Whitney Scheffel 226 Palafox Place 5th floor Pensacola, FL 32502-5846 <b>Email:</b> wascheffel@ppbep.org <b>Phone:</b> 850-595-0892		<b>EPA PROJECT OFFICER</b> Alison Van Wyk 2510 14th Street, Suite 1212, EPA/GMD Gulfport, MS 39501 <b>Email:</b> VanWyk.Alison@epa.gov <b>Phone:</b> 404-562-9157	
		<b>EPA GRANT SPECIALIST</b> Holley Taylor Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 <b>Email:</b> Taylor.Holley@epa.gov <b>Phone:</b> 404-562-8612	
<b>PROJECT TITLE AND DESCRIPTION</b> Geographic Programs – Gulf of Mexico Program  This action approves an award in the amount of \$750,000 to the Pensacola and Perdido Bays Estuary Program to support their efforts with improving the water quality of the Gulf of America. The purpose of this award is to form the Water Quality Monitoring Collaborative that will establish a comprehensive network of sentinel sites to assess water quality status and trends for the Pensacola and Perdido Bays watersheds.  The activities to be performed include establishing the Collaborative (agreement); monthly water quality monitoring for bacteria, nutrients, and standard physical parameters at 33 monitoring sites located across the Pensacola and Perdido Bays watersheds in Florida and Alabama; finalizing the Water Quality Monitoring Plan; updating the 2027 and 2029 State of the Bays report; and creating a public dashboard for data.  The anticipated deliverables (outputs) include establishment of the Collaborative, water quality monitoring data, updated State of the Bays reports, and publicly available water quality monitoring data via the dashboard. Expected outcomes are sustained monitoring, enhanced understanding of water quality trends, and adoption of water quality improvement plan. The residents and communities in Pensacola and Perdido Bays watersheds will benefit from improved water quality.  Subrecipient activities include laboratory analyses for water quality monitoring and sample collection assistance from local governments and a tribe.			
<b>BUDGET PERIOD</b> 10/01/2025 - 09/30/2028	<b>PROJECT PERIOD</b> 10/01/2025 - 09/30/2028	<b>TOTAL BUDGET PERIOD COST</b> \$ 750,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 750,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 11/22/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 750,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 750,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4, Gulf of America Division R4 - Region 4 2510 14th Street, Suite 1212 Gulfport, MS 39501	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Shantel Shelmon - Grants Management Officer			<b>DATE</b> 07/25/2025

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 750,000	\$ 750,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
<b>Allowable Project Cost</b>	<b>\$ 0</b>	<b>\$ 750,000</b>	<b>\$ 750,000</b>

Assistance Program	Statutory Authority	Regulatory Authority
66.475 - Geographic Programs - Gulf of America Program	Clean Water Act: Sec. 104(b)(3)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2504M5G016	242 5	B	04M	000B65	4183	-	-	\$ 750,000
									\$ 750,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 153,121
2. Fringe Benefits	\$ 27,216
3. Travel	\$ 10,380
4. Equipment	\$ 0
5. Supplies	\$ 14,479
6. Contractual	\$ 20,000
7. Construction	\$ 0
8. Other	\$ 463,500
9. Total Direct Charges	\$ 688,696
10. Indirect Costs: 15.00 % Base mtdc	\$ 61,304
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 750,000
12. Total Approved Assistance Amount	\$ 750,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 750,000
15. Total EPA Amount Awarded To Date	\$ 750,000

## Administrative Conditions

### GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and Holley Taylor, [Taylor.Holley@epa.gov](mailto:Taylor.Holley@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Holley Taylor, [Taylor.Holley@epa.gov](mailto:Taylor.Holley@epa.gov) and Allison VanWyk, [VanWyk.Allison@epa.gov](mailto:VanWyk.Allison@epa.gov), 404-562-9157
- Payment requests (if applicable): Holley Taylor, [Taylor.Holley@epa.gov](mailto:Taylor.Holley@epa.gov) and Allison VanWyk, [VanWyk.Allison@epa.gov](mailto:VanWyk.Allison@epa.gov), 404-562-9157
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Allison VanWyk, [VanWyk.Allison@epa.gov](mailto:VanWyk.Allison@epa.gov), 404-562-9157

### B. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

## Programmatic Conditions

### Gulf of America Programmatic Terms and Conditions (Effective 10/01/2024)

#### A. Performance Reporting and Final Performance Report

##### Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the Environmental Protection Agency when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

##### Performance Reports - Frequency

The recipient agrees to submit **quarterly** performance reports to the EPA Project Officer. Quarterly reports are due within 30 days after the reporting period (every 3-month period).

The recipient must submit the final performance report no later than 120 calendar days after the period of performance.

##### Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(e). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified

at 2 CFR 200.332(f), 2 CFR 200.208, and 2 CFR 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

## **B. Cybersecurity Condition**

### **Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient or subrecipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **C. Competency Policy**

### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

## **D. QUALITY ASSURANCE**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

### **2. Quality Assurance Project Plan (QAPP)**

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 90 days before initiation of environmental information generating operations.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

e. The recipient must submit a QAPP crosswalk/checklist with the QAPP.

**For Reference:**

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

## **E. Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Pensacola and Perdido Bays Estuary Program received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

## **F. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance**

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or 2 CFR 200.456 and scholarships and other forms of student aid such as tuition remission under 2 CFR 200.466. EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of 2 CFR 180.300 and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under 2 CFR Part 180. Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See EPA Guidance on Participant Support Costs and RAIN-2019-G09.

## **G. WQX Data Reporting**

The recipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a Gulf of America Division project, into EPA's "Water Quality Exchange" (WQX) data system. All water quality data generated with Gulf of America Division funding, either directly or by sub-award, are required to be transmitted into the Water Quality Portal using either the Water Quality Exchange (WQX) or WQXweb. More information on WQX can be found at: <https://www.epa.gov/waterdata/water-quality-data-wqx>.



# Board of County Commissioners

Robert A. "Trey" Goodwin III, Chairman (District 4)

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State of Florida

April 7, 2026

Pensacola Perdido Bay Estuary Program

RE: Designation of Authorizing Official

To Whom It May Concern:

We are writing to inform the Pensacola Perdido Bay Estuary Program of the designation of John Hofstad, County Administrator, as the Authorizing Official for the Okaloosa County Water Quality Monitoring Collaborative Network Project.

Please accept this as our formal request based on Board Action of this day.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Goodwin III", with a long horizontal flourish extending to the right.

Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



### Agenda Item 7.g.

#### **Approval of a Subaward Agreement Between PPBEP and City of Orange Beach, in the Amount of \$27,000, for the Water Quality Monitoring Collaborative Network**

Background: The Water Quality Monitoring Collaborative is a partnership-based program that will establish a comprehensive network of sentinel sites to assess water quality status and trends across the Pensacola and Perdido Bay watersheds in Northwest Florida and southern Alabama. The network will build upon existing Florida and Alabama partnerships—including the Pensacola and Perdido Bays Estuary Program (PPBEP), City of Orange Beach, Santa Rosa County, Okaloosa County, Escambia County, the Poarch Band of Creek Indians, and existing local monitoring programs—to standardize monitoring parameters and methods, ensure data comparability across state lines, and inform future water quality improvement efforts.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, a Subaward Agreement between PPBEP and City of Orange Beach, in the amount of \$31,015.72 for the Water Quality Monitoring Collaborative Network.

Financial Impact: Approval of this action will obligate \$31,015.72 from EPA Grant 05D42125.

Legal Review: General Counsel has reviewed and approved the Agreement.

**AGREEMENT RELATING TO THE WATER QUALITY MONITORING COLLABORATIVE NETWORK PROJECT**

**THIS AGREEMENT** is made and entered into by and between The City of Orange Beach Alabama, (hereinafter referred to as "The City"), with administrative offices located 4099 Orange Beach Boulevard, and Pensacola and Perdido Bays Estuary Program, Inc., a nonprofit operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) awarded EPA Grant Agreement Number 05D42125 (**Exhibit B**) to PPBEP for the Water Quality Monitoring Collaborative Network Project (hereinafter referred to as the "Project"); and

**WHEREAS**, PPBEP desires to enter into an Agreement with the Subrecipient to assist with completion of the Project as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, PPBEP and the Subrecipient agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. Subrecipient will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the U.S. EPA. The Subrecipient shall complete the Project in accordance with the terms of the Standard Grant Agreement by and between the EPA and PPBEP, Grant Number 05D42125 (hereinafter referred to as the "Grant Agreement"). By executing this Agreement, the Subrecipient acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for the Subrecipient's provision of the scope of services referenced above, PPBEP will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by the Subrecipient, including costs, direct expenses, and any other charges, shall not exceed \$31,015.72, which is solely available from funding provided pursuant to EPA Grant Agreement Number 05D42125.
4. Method of Payment/Billing. The Subrecipient may request payment from PPBEP on a quarterly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Pensacola and Perdido Bays Estuary Program  
Attention: Operations Manager

226 Palafox Place  
Pensacola, FL 32502

Invoices may be submitted electronically to [info@ppbep.org](mailto:info@ppbep.org).

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall commence upon the date last executed and expire on September 30, 2028, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before September 30, 2028.

6. Reporting. The Subrecipient shall provide PPBEP with a quarterly report of all Project activities including a narrative summary and financial statement. The Subrecipient's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to PPBEP. The Subrecipient will also provide PPBEP with any additional information as required to substantiate Project activities or expenditures.

7. Termination. PPBEP retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by PPBEP upon providing thirty (30) days written notice to the Subrecipient. This Agreement may be terminated for cause by the Subrecipient upon providing ninety (90) days written notice to PPBEP. In the event of termination by either party as provided herein, the Subrecipient shall be paid for services provided through the date of termination, but the Subrecipient shall not be entitled to any other recovery against PPBEP.

8. Liability. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, the Subrecipient is an independent contractor. The Subrecipient shall not hold itself out as an employee, agent or servant of PPBEP; and the Subrecipient shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP. Notwithstanding the provisions herein, Subrecipient acknowledges and agrees that this Agreement does not alter the Subrecipient's relationship with, or obligations to, PPBEP arising from Subrecipient's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.  
Attention: Matt Posner  
226 South Palafox Place, 5th Floor

To: The City of Orange Beach  
Attention: Grants Manager  
4697 Walker Avenue

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Subrecipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Subrecipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Subrecipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Subrecipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Subrecipient seven (7) days written notice, during which period the Subrecipient still fails to allow access to such documents, terminate the contract. In such case, the Subrecipient shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Subrecipient.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Executive Director  
Pensacola and Perdido Bays Estuary Program  
226 Palafox Place, 5th floor  
Pensacola, Florida 32502  
(850) 595-0820  
mjposner@ppbep.org**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Subrecipient in connection with this Agreement are and shall remain the property of the PPBEP whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Subrecipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. The Subrecipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. The Subrecipient shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, the Subrecipient shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the Subrecipient enters into a contract with a subcontractor performing work or providing services on its behalf, the Subrecipient shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, the Subrecipient hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, the Subrecipient acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*; or has been engaged in a *boycott of Israel* then the Subrecipient reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, the Subrecipient certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a “foreign country of concern” as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Subrecipient without the prior written consent of PPBEP.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or

regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**City of Orange Beach, Alabama**

ATTEST:

By: \_\_\_\_\_  
Tony Kennon, Mayor

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

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Renee Eberly, City Clerk

**PPBEP:**

By: \_\_\_\_\_  
Matthew J. Posner, Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



## Agenda Item 7.h.

### Approval of Executing an Agreement with James Moore & Co., P.L. for Auditing Services

Background: James Moore & Co., P.L. was recently selected as the auditor for the City of Gulf Breeze. Gulf Breeze used the statutory Auditor Selection Committee process set out in section 218.391, Florida Statutes, as required for issuance of an RFP and selection of an auditor by a municipality, county, or special district. Although PPBEP is not required to follow this statutory process, by using James Moore, PPBEP can in effect “piggyback” on the competitive procurement process used by Gulf Breeze.

James Moore has the professional experience necessary to provide the audit services for PPBEP. Additionally, James Moore’s proposal for PPBEP is comparable in cost to what it is charging Gulf Breeze. The same hourly rates as those in its engagement with Gulf Breeze. The costs are based on the same hourly rates, but the total cost for PPBEP is less because fewer hours will be required to perform the audit services for PPBEP. To confirm the cost and services offered by James Moore are competitive, staff contacted other auditing firms and other Estuary Programs to compare audit costs with what James Moore is proposing. The costs for other firms were either higher or had not been competitively procured in several years.

For these reasons, staff recommend that the Board approve and enter into the Engagement Letter Agreement with James Moore.

Recommendation: Recommend the Board approve the proposal and agreement with James Moore & Co., P.L. for auditing services, authorize the Executive Director and General Counsel to finalize the terms and conditions, and authorize the Executive Director to execute the Engagement Letter.

Financial Impact: Approval of this action will obligate \$31,015.72 from EPA Grant 05D42125.

Legal Review: General Counsel has reviewed the proposed engagement letter and is working with James Moore to finalize revisions to the terms and conditions at the time of agenda publication. Staff recommends authorizing the Executive Director and General Counsel to finalize the terms and conditions with James Moore.

April 8, 2026

To the Board of Directors,  
Pensacola and Perdido Bays Estuary Program, Inc.:

You have requested that we audit the financial statements of the governmental activities and each major fund of the Pensacola and Perdido Bays Estuary Program, Inc. (the Organization) as of September 30, 2024, 2025, 2026, 2027, and 2028, and for the years then ended, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements as will be listed in the table of contents of the audited financial statements.

In addition, if applicable, we will audit the Organization's compliance over major federal award programs and major state projects for the years ended September 30, 2024, 2025, 2026, 2027, and 2028. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Organization's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Organization complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules, if required

Supplementary information other than RSI will accompany the Organization's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if applicable)

### **Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); and Section 215.97, Florida Statutes, *Florida Single Audit Act*. As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the

financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Organization's basic financial statements. Our report will be addressed to the governing body of the Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the Organization; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the Organization's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended;

the Uniform Guidance; and Chapter 10.650, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.650, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Organization's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Organization's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.650, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.650, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the

report on compliance about the Organization's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the Organization's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.650, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.650, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.650, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Organization's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.650, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;

7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the Organization is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the Organization complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the Organization and others from whom we determine it necessary to obtain audit evidence;
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the Organization involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and

24. For identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

#### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, IRS Form 990, schedule of expenditures of federal awards and state financial assistance, and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Organization. However, we will provide advice and recommendations to assist management of the Organization in performing its responsibilities. The Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Sonya Negley, Operations Manager and/or Matt Posner Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Organization with regard to different matters, but the Organization must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

In accordance with the requirements of the Internal Revenue Service, we will prepare starting with the year ended September 30, 2026, from your records and information you will provide, Internal Revenue Service Form-990—Return of Organizations Exempt from Tax and the required filings for the Organization. Should these require an extension, we will notify you as soon as possible. We will not audit or express assurance on these returns and filings.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<b>Year Ending September 30,</b>	<b>Financial Statement Audit Fee</b>	<b>Preparation of IRS Form 990</b>	<b>Single Audit Fee Per Major Program (if applicable) *</b>
2024	\$30,000	\$0	\$4,000
2025	\$27,500	\$0	\$4,500
2026	\$30,000	\$4,000	\$5,000
2027	\$32,500	\$4,500	\$5,500
2028	\$35,000	\$5,000	\$6,000

\* This fee will be invoiced per major program/project required to be tested under the Federal Single Audit Act and/or Florida Single Audit. Based on initial discussions with the Organization there will be no programs/projects required to be tested for the year ended September 30, 2024, and there will be two programs/projects required to be tested for the year ended September 30, 2025.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Organization's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in our initial discussions and proposal. The Organization is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the Organization. For these reasons, if the scope of the audit changes significantly from the scope outlined we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2028, new engagements can be entered into for up to two additional five-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Organization's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A, which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the Pensacola and Perdido Bays Estuary Program, Inc. and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style and is enclosed within a thin black rectangular border.

JAMES MOORE & CO., P.L.

Pensacola and Perdido Bays Estuary Program, Inc.  
April 8, 2026  
Page 10

RESPONSE:

This letter correctly sets forth the understanding of the Pensacola and Perdido Bays Estuary Program, Inc.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

## Report on the Firm's System of Quality Control

April 23, 2024

To the Members of  
James Moore & Co., P.L.  
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Warren, Stone & Associates, LLC*

Warren, Stone & Associates, LLC

**Attachment A James Moore and Co., P.L.  
Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. (“JMCO”, the “Firm”, us and we) will provide services.

1. **Management’s Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client’s management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter (“Representative”) as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.
5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services provided and/or terminate the engagement.

6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
7. **Electronic Data Communication** – In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We make reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

**9. Disclosures –**

- a. Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.
- b. Transcription, notetaking, Artificial Intelligence interpretation and recording technologies (collectively "Memorialization") may not be used for communications with JMCO without express written permission of JMCO. Use of such services may constitute disclosure as addressed above. If Memorialization takes place Client agrees (i) to provide the output from the memorialization to JMCO within one business day, (ii) that JMCO will have five business days to read, analyze and correct any Memorialization, (iii) not to rely on any Memorialization until after receipt of JMCO's communication addressing any corrections, and (iv) to compensate JMCO at JMCO's standard rates for time spent reading, analyzing and correcting Memorialization(s).

**10. Tax Services –** If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:

- a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
- b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service ("IRS"), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
- c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services ("SSTs") issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 ("Circular 230") along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
- d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
- e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
- f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
- g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
- h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
- i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.

- j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.
- k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.
- l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.
- m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.
- n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate engagement letter.
- o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.
- p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.
- q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.
- r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.

- s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.
- t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.
- u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.
- v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.
- w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.
- x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.
- y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.
- z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.

**11. Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO’s choosing) of JMCO, (including JMCO’s principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys’ fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client’s employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct.as described in 24 below, and (5) claims of Client current or former employees related to our work. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**
13. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.
14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm’s Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO’s internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO’s part to undertake a search of JMCO’s electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at [JMCO.com/privacy-policy/](http://JMCO.com/privacy-policy/)
15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.

- 16. Brokerage Information** – From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.
- 17. Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
- 18. Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
- 19. Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC, which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
- 20. Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.

22. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding agreement to arbitrate.** The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes or, if none, then the Commercial Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages, and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this engagement letter. For the purposes of applying the statute of limitations or repose or this engagement letter, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.**

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee’s last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months’ salary of the employee to the non-hiring party.
24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO’s permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO’s work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO’s work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.
25. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.
28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.
29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.
30. **Artificial Intelligence Tools** – To enhance the efficiency, accuracy, and insights we provide, we may utilize advanced algorithms often referred to as Artificial Intelligence (AI) tools and technologies in the delivery of our services to you. These AI tools are employed to assist our professional staff in various tasks, including but not limited to: (1) Data Analysis and Processing: AI can help us rapidly analyze large datasets, identify trends, and process information more efficiently, which can improve the speed and quality of our financial analysis and reporting. (2) Automating Routine Tasks: AI may be used to automate repetitive data entry, reconciliation, and other administrative tasks, allowing our team to focus on more complex analytical and advisory work. (3) Research and Compliance: AI tools can assist in researching complex tax laws, accounting standards, and regulatory requirements, helping us to maintain compliance and provide accurate advice. (4) Risk Assessment: AI may be used to identify potential anomalies or risks within your financial data, contributing to a more robust and proactive approach to risk management. As part of our use of AI tools we want to let you know that: (1) Human Oversight: The use of AI tools is always under the direct supervision and review of our qualified human professionals. AI is a tool to augment our expertise, not replace it. All decisions and final outputs will be made and reviewed by our professional staff. (2) Confidentiality and Data Security: We are committed to maintaining the confidentiality and security of your data. We will select and use AI tools that adhere to strict data privacy and security protocols. Your

confidential information will be handled in accordance with our firm's privacy policy and applicable regulations. (3) Limitations of AI: While powerful, AI tools have limitations. They are trained on existing data and may not always account for unique or unforeseen circumstances. Our professionals exercise critical judgment and professional skepticism when interpreting AI-generated insights. (4) Your Data: By engaging JMCO, you acknowledge and agree that, as part of our service delivery, your financial and other relevant data may be processed using AI tools. If you have any questions or concerns regarding our use of AI in providing services, please do not hesitate to discuss them with us.

**31. Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.



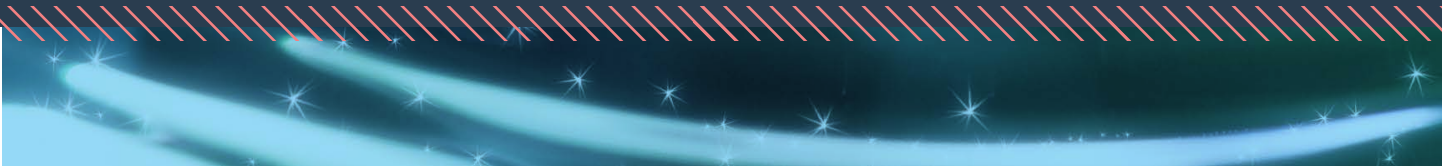
**We're of Service to  
Those Serving Others.**

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**PROPOSAL TO PROVIDE  
AUDIT AND TAX SERVICES TO  
PENSACOLA AND PERDIDO  
BAYS ESTUARY PROGRAM**



**1983 Centre Pointe Blvd., #200  
Tallahassee, FL 32308  
850.386.6184  
[www.jmco.com](http://www.jmco.com)**



*Proposal to Provide Audit and Tax Services to*

# Pensacola and Perdido Bays Estuary Program

**For the fiscal years ending September 30, 2024-2028**

## Legal Name

**James Moore & Co., P.L.**

FEIN 59-3204548

1983 Centre Pointe Boulevard, #200

Tallahassee, FL 32308

Phone: 850.386.6184

Fax: 850.422.2074

[www.jmco.com](http://www.jmco.com)

## Contact

**James Halleran, CPA**

Engagement Quality Control Review Partner

[James.Halleran@jmco.com](mailto:James.Halleran@jmco.com)

**April 6, 2026**



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**AT YOUR SERVICE.  
ALWAYS.**

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# Transmittal Letter

April 6, 2026

Ms. Sonya Negley  
Pensacola & Perdido Bays Estuary Program  
226 South Palafox Place  
Pensacola, FL 32502



**Dear Sonya and Members of the Board,**

Thank you for the opportunity to submit this proposal and for the time you spent with us discussing Pensacola & Perdido Bays Estuary Program's (PPBEP) current position and future direction. We appreciate the openness of the conversation and the trust you've placed in James Moore & Co. as you navigate this important next chapter for the organization.

We heard clearly the challenges you are balancing. PPBEP has moved quickly, from its origins as a county-based program to a standalone nonprofit with multi-state reach, increasing federal and state funding, and national estuary designation. That kind of growth is exciting, but it also brings real pressure: first-time audits, new compliance thresholds, tight timelines, and the need to establish strong financial and reporting foundations without diverting focus or resources away from mission-critical work.

**Our goal is to help you meet today's requirements while also setting PPBEP on the right path for the long term.**

Based on our discussion, we understand this engagement is not just about completing required audits. It is about establishing a clean and defensible audit foundation as a newly independent organization; navigating federal and state single audit requirements with confidence as funding continues to grow; supporting compliance expectations tied to PPBEP's status as an instrumentality of government; and managing timing sensitivities around board review, state deadlines, and grantor expectations, all while internal systems and roles continue to mature.

As you consider an audit firm for this work, independence and professional judgment matter. James Moore is an independent CPA and advisory firm. We do not take private equity investment and are not owned or influenced by outside financial interests. This independence allows us to prioritize audit quality, objectivity, and long-term stewardship over volume, growth targets, or external pressures. For organizations like PPBEP, particularly those operating in the public and quasi-public space, this structure supports clear judgment, consistency, and credibility with boards, grantors, and regulators alike.

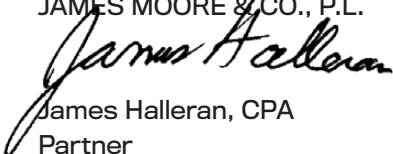
Our team brings deep experience working with organizations at this exact stage, those that are growing quickly, managing complex grant funding, and building durable systems early to avoid issues later. We have extensive experience with single audits, governmental and quasi-governmental entities, and organizations operating across multiple funding sources, including your funding sources, and jurisdictions. Just as importantly, we understand the practical realities facing lean teams and the need for an audit partner who is steady, responsive, and thoughtful in approach.

We are genuinely excited about PPBEP's trajectory. The work you are doing, across water quality, restoration, monitoring, and education, matters, and your growth reflects both the urgency and the impact of that mission. We view this engagement as the beginning of a long-term relationship and are committed to being a firm you can rely on as the organization continues to evolve.

Thank you again for the opportunity to be considered. We would be honored to serve PPBEP and to support your team and board as you take these next steps with confidence.

**Let's see what the future has in store for us!**

Sincerely,  
JAMES MOORE & CO., P.L.



James Halleran, CPA  
Partner

# Firm Profile

About James Moore & Co.

## Every day you go above and beyond. So do we.

### We Are Moore

As in, James Moore. But also as in, we exceed expectations in ways other accounting practices can't. Delivering more for our clients is always how we've conducted business. That's what led James "Jim" F. Moore to launch our firm in 1964. And we're proud to carry on that legacy today.

### Satisfaction Guaranteed

(Yours, not ours.)

Our aim is to make clients as happy and satisfied as possible. But doing that means not being satisfied with our level of accounting knowledge or the amount of services we provide. It's a commitment to bettering ourselves. To go above and beyond every day. Just like you.



#### OFFICES

Back in the day, we were a sole proprietorship. Since then, we have steadily grown into a regional accounting firm with offices in:

- » Daytona Beach
- » DeLand
- » Gainesville
- » Ocala
- » Tallahassee



#### JAMES MOORE & CO.

- » Licensed as a Florida certified public accounting firm
- » Professional Limited Liability Company
- » Founded in 1964
- » For over 60 years we have provided accounting, auditing, and consulting services to help our clients achieve their goals (and by and large, we've succeeded!)



#### OUR PEOPLE

- » Professional, highly skilled, and unique individuals (they're also our primary asset)
- » Focused on creating exceptional career opportunities for our people (when they grow, we grow!)
- » Recruited from local universities who graduated in the top 25% of their graduating class
- » An equal employment opportunity company with a culturally and ethnically diverse workforce



#### SERVICES

- » Assurance
- » CFO Consulting
- » Data Analytics
- » HR Solutions
- » Outsourced Accounting Services
- » Tax Planning and Compliance
- » Technology Solutions
- » Transition Planning
- » Wealth Management

# Firm Profile

## Offices and Staffing



## James Moore & Co., P.L.

	FIRMWIDE	DAYTONA BEACH	DELAND	GAINESVILLE	OCALA	TALLAHASSEE
Members (Partners)	18	5	1	10	1	1
Directors & Managers	58	18	3	25	2	10
Accounting Staff	79	22	5	31	6	15
Accounting & Controllership Staff	51	6	-	29	1	15
Technology Services Staff	25	3	1	18	2	1
Administrative Staff	46	7	5	23	3	8
<b>Total</b>	<b>277</b>	<b>61</b>	<b>15</b>	<b>136</b>	<b>15</b>	<b>50</b>
Government Audit Staff	61	13	3	30	3	11
CPAs	69	18	2	33	2	14

# Firm Profile

## Firm Affiliations and Awards

When you hire James Moore, regional firm service comes with big firm backup. Our affiliations and memberships provide us with resources and networks around the world. So we keep our knowledge up to date and can reach out to additional experts whenever it will benefit you.

### Statewide Affiliation

James Moore is a member of the Florida Institute of Certified Public Accountants (FICPA), as well as various other trade associations related to the industries we serve.



### National & International Affiliations

Our firm is a member of the American Institute of Certified Public Accountants (AICPA). In addition, James Moore is a member of AGN International, an association of independent accounting firms represented in more than 82 nations around the world, complementing our ability to serve our clients. This affiliation provides access to a wide array of resources, management tools, educational opportunities, and professional experience. Our connection with AGN International enhances our ability to support and better serve our clients through a continuous exchange of information and resources.



### AICPA Not-for-Profit Section

Because of our dedication to serving not-for-profit organizations, our firm is a member of the AICPA Not-for-Profit Section. Membership provides support and resources for Not-for-Profit professionals and business advisors.



Recognitions aren't about giving ourselves a pat on the back. They're about serving you as best we can. That said, our dedication to personal service has caught the attention of the industry. We're extremely humbled by the recognition and inspired to live up to it every day.

- » Named by *Forbes Magazine* as one of **America's Top Recommended Tax & Accounting Firms** since 2020.
- » *Accounting Today* named James Moore the #1 **Best Firm for Women** in 2020 and a **Best Accounting Firm to Work For** multiple times since 2015.
- » Recognized as a **Best Firm for Women** and a **Best Firm for Equity Leadership** by the Accounting MOVE Project.
- » *Florida Trend* has ranked James Moore as one of the **Top 25 Accounting Firms in Florida** since 2014.
- » *INSIDE Public Accounting* recognized James Moore as a **Top 200 Firm** since 2010 (15 years running!), and a **Best of Best Firm** and **Fastest Growing Firm** multiple times since 2019.



# Firm Profile

## *The James Moore Difference*

At James Moore, we're not just focused on the numbers, we're focused on the experience. While our audit process is driven by standards, compliance, and technical excellence, our client relationships are built on trust, transparency, and something often missing in this industry: humanity.

This page is about the part of the engagement that can't be quantified but always gets noticed. It's how we show up, how we communicate, how we partner, and why clients come back year after year.

### Our People, Your Partners

We hire smart, dedicated professionals, and encourage them to bring their full selves to the engagement. That means you get a team who's technically sharp, approachable, and deeply invested in your success. We prioritize continuity year after year, so you're not reintroducing your processes to new faces every cycle.

You'll know your team, and they'll know you, because that's how effective collaboration starts.

### No Surprises. Ever.

One of our core engagement philosophies is simple: if something's going to show up in the report, you'll hear it from us first.

We maintain a no surprises policy, ensuring open lines of communication, regular status updates, and proactive outreach when anything changes. From engagement kickoff to fieldwork to wrap-up, you'll always know where things stand.

### We Take Our Dad Jokes Seriously

Let's face it, audits aren't always headline entertainment. But that doesn't mean we can't have a little fun along the way.

We've found that a well-placed dad joke can do wonders for morale during a long fieldwork day. Whether it's a groan-worthy pun about spreadsheets ("Why did the accountant break up with the calculator? It couldn't count on them...") or a surprise joke of the day during status meetings, we like to bring a little levity to the process.

Humor breaks down walls, builds connection, and reminds everyone that we're all in this together. And yes, we keep score on who tells the worst one.

### Technology That Works—For You

We bring a modern approach to every engagement, powered by tools that reduce burden, enhance insight, and keep your data secure.

- » **Suralink:** Real-time client collaboration through request tracking, role-based tasking, and dashboard visibility.
- » **AI-Enhanced Reviews:** We leverage automation to streamline document review and focus human judgment where it counts.
- » **Cloud Platforms:** Secure, paperless workflows with tools like CCH Access and Power BI help keep everything moving and visible.

But we never let the technology replace a good conversation. When the dashboard stops and decisions begin, we pick up the phone.

### What You Can Expect From Us

- » A unified, collaborative team that respects your time
- » A seamless blend of technical rigor and genuine partnership
- » Humor, humility, and high standards
- » Clear next steps, timely deliverables, and great energy

**The bottom line:** We'll follow the standards and perform a highly effective audit. But we'll also make sure you feel supported, informed, and even a little inspired along the way.

**This is what it means to work with James Moore.**



# Firm Profile

## James Moore Gold: Our Approach to Service Delivery

At James Moore, excellence isn't an aspiration—it's the baseline. Through our Gold Standard service model, we deliver consistency, responsiveness, and results at every stage of engagement:



**Responsive Communication:** Every client message is acknowledged within 24 hours, ensuring timely and clear communication. We assign a dedicated point of contact who remains accessible throughout the engagement, and we make it a point to introduce every member of your service team in person, so you always know who's supporting you.



**Strategic Planning:** Our engagements begin with a tailored transition plan that equips our team with operational insight, reduces assumptions, and brings a fresh, objective perspective. This allows us to build a comprehensive understanding of your organization's history, current operations, and long-term goals.



**Efficient Implementation:** We embed Lean Six Sigma principles into every phase of our work to remove inefficiencies and optimize timeliness. This disciplined approach results in engagements that are more effective and impactful and delivered in less time without sacrificing quality.



**Advanced Technology:** We use enterprise-grade tools like CCH ProSystem Fx, CCH Axxess, and Suralink to ensure technical accuracy and seamless, secure engagement management. These platforms streamline requests, track progress in real time, and reduce redundancies, delivering national firm quality with the personal touch of a regional partner.



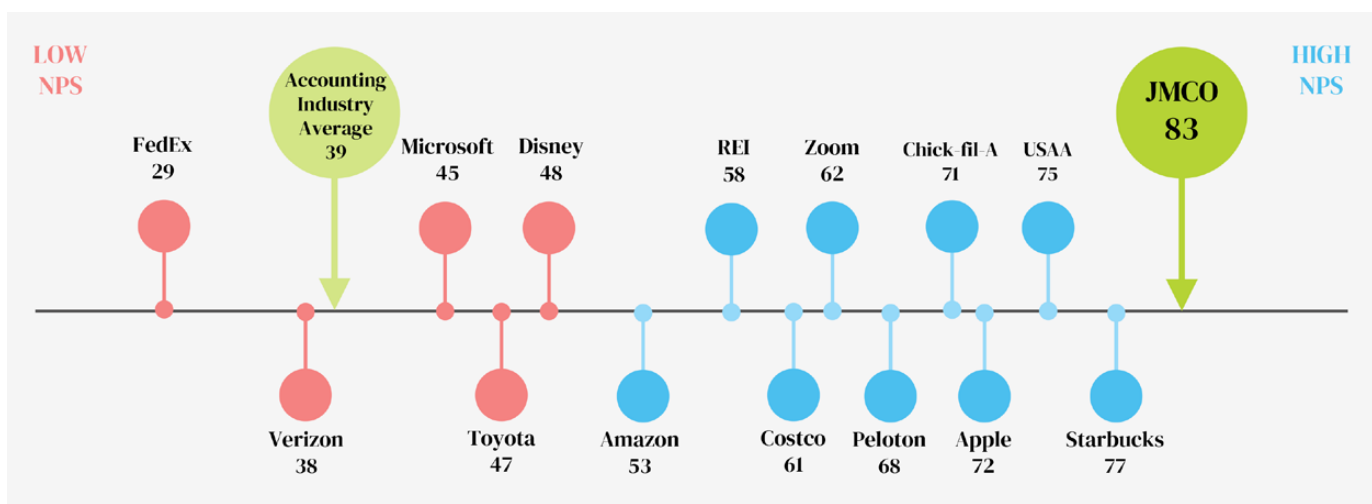
**Data Security:** Cybersecurity is a top priority. We partner with Microsoft to ensure our IT professionals maintain elite-level certifications, giving us—and you—access to the most current protections and expertise available to guard against cyber threats and data breaches.



**Continuous Feedback:** We hold regular meetings throughout the engagement to share results, confirm alignment with your goals, and adjust our approach if needed. We're committed to listening, improving, and staying fully attuned to your evolving needs.

## Technical Expertise and Personal Service - The Best of Both Worlds

We go beyond compliance to support your broader organizational goals—bringing together audit, accounting, and strategic insight. With James Moore, you get top-tier technical expertise and exceptional service, delivered with the accessibility of a local firm. And our clients agree: according to our Net Promoter Score (NPS), they're more than twice as likely as the industry average to recommend us—reflecting our strong commitment to client experience and long-term value.



Source: NICE Satmetrix U.S. Consumer 2022 Net Promoter Benchmarks

# Firm Profile

## Peer Review and Quality Control

### Peer Review

James Moore is a member of the Center for Audit Quality of the AICPA, and participates in the AICPA Peer Review Program triennially. Peer Review has been the accounting profession's self-regulatory program since 1977, and we have participated in the peer review process since its initial year-long before it was required.

James Moore has successfully completed 16 triennial peer reviews with **no letters of comment or deficiencies ever reported**. Our 16th peer review report, dated April 23, 2024, is provided.

You will see our peer review notes a "pass" rating, which is the best rating awarded. This peer review included a review of nonprofit and governmental engagements.

Although receiving a "pass" rating on our peer reviews is a source of great pride to us, what does it mean to you? It simply means that James Moore has a system of internal control that maximizes the quality of its people, procedures, and its ultimate product. Our firm requires its professional personnel to approach all engagements with objectivity and fairness. Personnel are particularly sensitive to the requirement for confidential treatment of any information obtained during the course of the audit prior to release of audit reports.

### Quality Control

The firm has written procedures that address quality control with regard to independence, integrity, and objectivity; personnel management practices of hiring; assignment of personnel; professional development and advancement; acceptance and continuance of clients and engagements; engagement performance; and monitoring. These procedures define the process to provide the firm with assurance that its personnel comply with applicable professional standards and the firm's standards of quality. It is our policy to follow the guidelines of the AICPA, Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), and the Government Finance Officers' Association (GFOA).

## WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

### Report on the Firm's System of Quality Control

April 23, 2024

To the Members of  
James Moore & Co., P.L.  
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Warren, Stone & Associates, LLC*

Warren, Stone & Associates, LLC

PO BOX 660008 | ATLANTA, GEORGIA 30366 | (P) 404-816-1436 | (F) 404-816-2136 | WWW.WARRENSTONECPA.COM  
MEMBERS OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND THE GEORGIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

# Firm Experience

*Our History with the Nonprofit Industry*

## Serving those who serve others since 1964

Nonprofits were some of our very first clients, so we've always had a special place in our hearts for them. In fact, they represent more than 25% of our accounting and auditing business. Over time, we've observed the evolving challenges and shifts in this sector—variations in grant funding and donations, the rising demand for services, and the heightened need for transparency and regulatory scrutiny. We continually tailor and enhance our services to align with our clients' requirements.

**We take immense pride in standing by you and championing your endeavors to uplift the community.**



## Our team knows nonprofits

We know having the best people working on your behalf yields the best results. Which is why we have a Nonprofit Services Team solely focused on helping organizations like yours navigate the shifting winds of the industry. It's a group headed up by a handful of James Moore partners as well as several CPA directors and managers with decades of experience.

# Firm Experience

## Experience Serving Nonprofit Entities



**Our Nonprofit Services Team currently serves over 300 nonprofit organizations throughout Florida. Our experience encompasses a wide variety of services, including financial auditing, tax preparation, donor-advised funds, charitable gift annuities, and endowments with the following nonprofit (current and former) clients:**

- » 100 Healthy Minds Foundation, Inc.
- » 2-1-1 Big Bend, Inc.
- » 71MVP, Inc.
- » A H Disability P.A.
- » Abiding Savior Lutheran Church and School
- » Ability 1st
- » Ability Housing, Inc.
- » Academic Evaluation Services, Inc.
- » Academy for Five Element Acupuncture, Inc.
- » Aces in Motion
- » Adult and Community Educators of Florida, Inc.
- » Advanced Technology Center
- » Aenon Baptist Church
- » AGN International - Americas, LLC
- » AGN International - North America
- » The Agricultural and Labor Housing Development Corporation, Inc.
- » The Agricultural and Labor Program, Inc.
- » Agriculture Scholarship Centre for Basis Trading Education, Inc.
- » Alachua County Humane Society, Inc.
- » Alachua County Library District Foundation, Inc.
- » Alachua Habitat for Humanity
- » Alpha Tau Omega Fraternity
- » Alternative Housing, Inc.
- » Altoona School, Inc.
- » Altrusa House of Gainesville Florida, Inc.
- » Amateur Athletic Union of the United States, Inc.
- » America's Second Harvest of the Big Bend, Inc.
- » American Red Cross Capital Area Chapter
- » Anchorage Children's Home of Bay County, Inc.
- » Anchorage Foundation, Inc.
- » Andrew J. Semesco Foundation, Inc.
- » Animal Shelter Foundation
- » Another Way, Inc.
- » Anthem Church
- » Arbor House, Inc.
- » The Arc of Alachua County, Inc.
- » The Arc of Florida, Inc.
- » The Arc of St. Lucie County
- » The Arc Sunrise of Central Florida, Inc.
- » The Arc Volusia, Inc.
- » Area Agency on Aging for North Florida, Inc.
- » Area Management Coalition for School Readiness, Inc.
- » Ascension Foundation, Inc.
- » Association of Florida Colleges, Inc.
- » Atlantic Center for the Arts
- » Bay Area Legal Services, Inc.
- » Bay, Franklin, Gulf Healthy Start Coalition, Inc.
- » The Belmont Academy, Inc.
- » Bert Fish Foundation, Inc.
- » Big Bend Cares, Inc.
- » Big Bend Community Based Care, Inc.
- » Big Bend Habitat for Humanity, Inc.
- » Big Bend Homeless Coalition, Inc.
- » Big Bend Jobs and Education Council, Inc.
- » Big Bend Regional Healthcare Information Organization, Inc.
- » Big Brothers Big Sisters of the Big Bend, Inc.
- » Bikers Against Drunk Drivers
- » Biscayne MycroSchool, Inc. DBA Biscayne High School
- » Blue Angels Foundation, Inc.
- » Blue Jay Academy South Daytona, Inc.

# Firm Experience

## Experience Serving Nonprofit Entities

- » Bodor Family Foundation, Inc.
- » Bond Community Health Center, Inc.
- » Boys and Girls Club of Alachua County, Inc.
- » Boys and Girls Club of Volusia Flagler County, Inc.
- » Brehon Institute for Family Services, Inc.
- » Brevard CARES, Inc.
- » Brevard County 4-H Association
- » Brevard Prevention Coalition
- » Burns Science and Technology Charter School, Inc.
- » The Burton and Sandra Reed Family Foundation, Inc.
- » Byrneville Elementary School, Inc.
- » Cade Museum Foundation
- » Calhoun County Senior Citizens Council, Inc.
- » Camp Silver
- » Canvas Church FL, Inc.
- » Capital Area Community Action Agency, Inc.
- » Capital Area Healthy Start Coalition, Inc.
- » Capital City Youth Services, Inc.
- » Capital Medical Society Alliance, Inc.
- » Capital Medical Society Foundation, Inc.
- » Capital Medical Society, Inc.
- » Capital Region Young Men's Christian Association, Inc.
- » Care Diversified of Lake County, Inc.
- » CareerSource Brevard Flagler Volusia
- » CareerSource Capital Region
- » CareerSource Chipola
- » CareerSource Escarosa
- » CareerSource Flagler Volusia
- » CareerSource Florida
- » CareerSource Florida Crown
- » CareerSource Gulf Coast
- » CareerSource Heartland
- » CareerSource North Central Florida
- » CareerSource Okaloosa Walton
- » CareerSource Pasco Hernando
- » CareerSource Polk
- » CareerSource Research Coast
- » CareerSource Suncoast
- » CareerSource Tampa Bay
- » The Casements Guild for the City of Ormond Beach, Inc.
- » Catholic Foundation of the Dioceses of St. Augustine, Inc.
- » CDS Family and Behavioral Health Services, Inc.
- » CEDO Housing Development Corporation
- » Celebration Baptist Church
- » Center for Fine Arts Education, Inc.
- » The Center for Health Equity, Inc.
- » Center for Independent Living
- » CenterPlace Health, Inc.
- » Central Florida Community Action Agency
- » Central Florida Foundation
- » CESC, Inc.
- » Chi Omega - Eta Delta Chapter
- » Child Advocacy Center, Inc.
- » Child and Family Connections, Inc.
- » ChildNet, Inc.
- » Children's Services Council of Florida, Inc.
- » The Chiles Academy
- » Chipola Healthy Start, Inc.
- » Choices In Learning, Inc.
- » Choose Tallahassee
- » The Church of Eleven22
- » Citrus MYcroSchool of Integrated Academics and Technologies, Inc.
- » City Church Tallahassee, Inc.
- » Clay County Economic Development Corporation
- » Coalition of Affordable Housing Providers, Inc.
- » College Arms Towers, Inc.
- » Combat Control Foundation
- » Communities Connected for Kids
- » Community Action Program Committee, Inc.
- » Community Based Care of Brevard, Inc.
- » Community Coalition Alliance, Inc.
- » Community Foundation for Ocala/Marion County
- » Community Foundation of North Florida
- » Community Legal Services of Mid-Florida
- » Community Outreach Services, Inc.
- » Community Partnership for Children, Inc.
- » The Consortium of Florida Education Foundations, Inc.
- » Corner Drug Store, Inc.
- » Cornerstone Condominium Association, Inc.
- » Corrections Foundation, Inc.
- » Cottage Hill Water Works, Inc.
- » Council for Sustainable Florida, Inc.
- » Council on Aging of Volusia County, Inc.
- » CPAmerica International, Inc.
- » CPAmerica, Inc.
- » Critter Creek Farm Sanctuary, Inc.
- » The Crones' Cradle Conserve Foundation
- » Darton Health Professions Foundation, Inc.
- » DASH Foundation, Inc.
- » Daytona Beach Area Association of Realtors, Inc.
- » Daytona Beach Area Convention and Visitors Bureau
- » Daytona State College Foundation
- » DeEtte Holden Cummer Museum Foundation, Inc.
- » DeLand Area Chamber of Commerce, Inc.
- » Developmental Service Trainers, Inc.
- » Differentiated Learning Center, Inc.
- » The Dignity Project
- » Disability Rights Florida, Inc.
- » Disabled American Veterans Department of Florida, Inc.
- » Disc Village, Inc.
- » Discovery Cure Institute, Inc.
- » Domestic Abuse Council of Volusia County, Inc.
- » Dominican Development Group
- » Early Learning Coalition of Alachua County, Inc.
- » Early Learning Coalition of Brevard, Inc.
- » Early Learning Coalition of Flagler and Volusia Counties, Inc.
- » Early Learning Coalition of Lake County, Inc.

# Firm Experience

## Experience Serving Nonprofit Entities

- » Early Learning Coalition of the Big Bend, Inc.
- » Eastern States Veterinary Association, Inc. DBA North America Veterinary Conference
- » Easterseals of Northeast Central Florida, Inc.
- » Educational Review Systems, Inc.
- » The Education Foundation of Alachua County, Inc.
- » Embrace Families Foundation, Inc.
- » Embrace Families, Inc.
- » Emergency Care Help Organization
- » Endeavor Forward, Inc.
- » Episcopal Children's Services, Inc.
- » Eric's Way, Inc.
- » Evidence Based Associates
- » The Extended Family Foundation
- » Faith Presbyterian Church
- » The Family C.A.F.E.
- » Family Network on Disabilities Of Florida, Inc.
- » Family Promise of the Big Bend
- » Family Renew Community, Inc.
- » Family Worship and Praise Center Community Development Corporation
- » Family Worship and Praise Center, Inc.
- » Faw Casson
- » Fifth Circuit Public Guardian Corporation
- » Financial Service Centers of Florida, Inc.
- » First Baptist Church
- » First Step Shelter, Inc.
- » Five Points of Life Foundation, Inc.
- » The Flagler Auditorium Governing Board, Inc.
- » Flagler County Association of Realtors, Inc.
- » Flagler County Education Direct - Support Organization, Inc.
- » Flagler County Education Foundation
- » Florida Alliance for Arts Education, Inc.
- » Florida Alliance for Assistive Services and Technology, Inc.
- » Florida Alliance of Children's Councils and Trusts, Inc.
- » The Florida Alpha Educational Foundation - PDT, Inc.
- » Florida Art Education Association, Inc.
- » Florida Arts PAC
- » Florida Association for Career and Technical Education, Inc.
- » Florida Association for Marriage and Family Therapy, Inc.
- » Florida Association for Volunteer Action/Caribbean and the Americas, Inc.
- » Florida Association of Community Health Centers, Inc.
- » Florida Association of Destination Marketing Organizations, Inc.
- » Florida Association of Healthy Start Coalitions, Inc.
- » Florida Association of Housing and Redevelopment Officials, Inc.
- » Florida Association of Professional Employer Organizations, Inc.
- » Florida Association of Professional Geologists, Inc.
- » Florida Association of Rehabilitation Facilities DBA RESPECT of Florida
- » Florida Association of RV Parks and Campgrounds, Inc.
- » Florida Association of the American Institute of Architects, Inc.
- » Florida Bandmasters Association, Inc.
- » Florida Camp for Children and Youth with Diabetes, Inc.
- » Florida Catholic Conference, Inc.
- » Florida Chapter of the American Institute of Architects, Inc.
- » Florida Chapter of the American Planning Association, Inc.
- » Florida Chapter of the American Society of Landscape Architects
- » Florida Children's Forum
- » Florida Community College of Jacksonville
- » Florida Conference of Catholic Bishops, Inc.
- » Florida Council Against Sexual Violence, Inc.
- » Florida Council on Aging, Inc.
- » Florida Developmental Disabilities Council, Inc.
- » Florida Electric Cooperatives Association, Inc.
- » Florida Emergency Preparedness Association, Inc.
- » Florida Farm Bureau Federation
- » Florida Federation of Garden Clubs, Inc.
- » Florida Federation of Music Clubs, Inc.
- » Florida Forestry Association
- » Florida Foundation for Correctional Excellence, Inc.
- » Florida Guardian ad Litem Foundation, Inc.
- » Florida Harley Davidson Dealers Association, Inc.
- » Florida Healthy Kids Corporation
- » Florida High School Athletic Association
- » Florida Hospices and Palliative Care, Inc.

*The team assembled worked with our organization and did so in an efficient, thorough manner that allowed our staff to continue work with little interruption.*

**-Ivan Cosimi, CFO  
SMA Healthcare, Inc.**



# Firm Experience

## Experience Serving Nonprofit Entities

- » Florida Housing Coalition, Inc.
- » Florida Human Resources Development, Inc.
- » Florida Motorcycle Dealers Association, Inc.
- » Florida Movers and Warehousemen's Association, Inc.
- » Florida Music Education Association
- » Florida Orchestra Association, Inc.
- » Florida Organic Growers and Consumers
- » Florida PACE Funding Agency, Inc.
- » Florida Psychological Association, Inc.
- » Florida Public Broadcasting Service, Inc.
- » Florida Public Defender Association, Inc.
- » Florida Quarter Horse Racing Association, Inc.
- » Florida Recreation and Park Association, Inc.
- » Florida Rural Water Association, Inc.
- » Florida School Music Association, Inc.
- » Florida Society of Association Executives, Inc.
- » Florida Society of Health-System Pharmacists, Inc.
- » Florida State Oriental Medical Association
- » Florida Surveying and Mapping Society, Inc.
- » Florida Trail Association, Inc.
- » Florida Upsilon House Corp. of Sigma Alpha Epsilon
- » Florida Veterans Foundation, Inc.
- » Florida Vocal Association, Inc.
- » Florida Water Environment Association, Inc.
- » The Florida Workforce Development Association, Inc.
- » Foster Florida, Inc.
- » Florida's Great Northwest, Inc.
- » The Foundation for Leon County Schools, Inc.
- » Foundation for Seminole State College
- » Foundations to Freedom, Inc.
- » Four Oaks Community Church, Inc.
- » Franklin Bay Gulf Healthy Start Coalition, Inc.
- » Franklin County Senior Citizens Council, Inc.
- » Friend of Families Foundation, Inc.
- » Friends of Florida History
- » Gadsden County Day Care Center, Inc.
- » Gadsden County Senior Citizens Foundation, Inc.
- » Gadsden County Senior Services, Inc.
- » Gainesville Alachua County Association of Realtors, Inc.
- » Gainesville Area Chamber of Commerce
- » Gainesville Area Community Tennis Association
- » Gainesville Country Day School
- » Gainesville Harvest
- » Gainesville Opportunity Center
- » Gainesville Quarterback Club
- » Gainesville Soccer Alliance
- » Gainesville Sports Club DBA Upward Stars Gainesville
- » Gainesville Sports Commission, Inc.
- » Gentle Carousel Therapy Horses
- » George's Lighthouse Pointe Marina
- » Girl Scout Council of the Florida Panhandle, Inc.
- » Girl Scouts of Gateway Council
- » Girls Place, Inc.
- » Giving Ponds, Inc.
- » Glen Arven Country Club, Inc.
- » Global Underwater Explorers, Inc.
- » Goodwill Industries Big Bend, Inc.
- » Grace Christian School
- » Grace Episcopal Day School
- » Greater Tallahassee Chamber of Commerce, Inc.
- » The Greenhouse Church, Inc.
- » Haile's Angels Pet Rescue
- » Halifax Habitat for Humanity, Inc.
- » The Handmaiden House, Inc.
- » Haven Recovery Center, Inc.
- » Head Start Child Development and Family Services, Inc.
- » The Healthy Start Coalition of Flagler and Volusia Counties, Inc.
- » The Healthy Start Coalition of Jefferson, Madison, and Taylor Counties, Inc.
- » The Healthy Start Coalition of Miami-Dade, Inc.
- » The Healthy Start Coalition of Sarasota County, Inc.
- » The Healthy Start MomCare Network, Inc.
- » Healthy U Now Foundation, Inc.
- » Heart of Florida Health Center, Inc.
- » Heartwood Community Homeowners' Association, Inc.
- » Helping Hands Rescue
- » The Henry & Rilla White Youth Foundation, Inc.
- » Historic Haile Homestead, Inc.
- » Hitchcock's Charity Foundation, Inc.
- » Holy Comforter Episcopal Church
- » Holy Trinity Episcopal Church
- » Holy Trinity Episcopal Foundation, Inc.
- » Homeless Assistance Corporation DBA The STAR Family Center
- » Hope Fellowship Church
- » The House Next Door, Inc.
- » Housing for the Handicapped, Inc.
- » Human Services Associates Foundation, Inc.
- » Human Services Associates, Inc.
- » Imagine - Leon County LLC
- » Immanuel Reformed Presbyterian Church DeLand, Inc.
- » Impact Florida
- » Independence Landing, Inc.
- » Independence Village, Inc.
- » India Cultural and Education Center, Inc.
- » Inspire Sharer, Inc.
- » The Institute for Intergovernmental Research, Inc.
- » Institute for Nonprofit Innovation and Excellence
- » The Institute for School Innovation, Inc.
- » Intercountry Adoption Accreditation and Maintenance Entity, Inc.
- » International Alliance for Learning
- » The International Emergency Management and Engineering Society
- » The International Society of Cosmetic Laser Surgeons
- » Iranian American Society
- » Jackson County Chamber of Commerce
- » The Jamison Family Foundation, Inc.

# Firm Experience

## Experience Serving Nonprofit Entities

- » Jeep Beach, Inc.
- » Jefferson Senior Citizens Center, Inc.
- » Jewish Community Alliance, Inc.
- » Jewish Federation of Volusia & Flagler Counties, Inc.
- » Junior League of Gainesville
- » Kanapaha Botanical Garden
- » Kanapaha Presbyterian Church
- » Kids Against Crime Online, Inc.
- » Kids Incorporated of the Big Bend
- » KLCS Education Foundation
- » Koch Foundation
- » Leadership Tallahassee, Inc.
- » Lee Conlee House
- » Lee's Place
- » Legal Aid Foundation of the Tallahassee Bar Association
- » Life Management Center of Northwest Florida, Inc.
- » The Life Management Foundation, Inc.
- » LifeSouth Community Blood Centers, Inc.
- » Lighthouse Children's Home, Inc.
- » Lighthouse of the Big Bend, Inc.
- » Live the Life Ministries, Inc.
- » Lone Star MycroSchool, Inc. DBA Lone Star High School
- » Loss Prevention Research Center, Inc.
- » LTL South Florida
- » Lubee Foundation, Inc.
- » Lutheran Social Services of North Florida, Inc.
- » Madison Creative Arts Academy, Inc.
- » Main Street DeLand Association, Inc.
- » Marion County Bar Association, Inc.
- » Marion County Humane Society, Inc.
- » Marion Senior Services
- » Marion Therapeutic Riding Association
- » Martha Manson Academy
- » MBA Career Services and Employer Alliance
- » McIntosh Presbyterian Church
- » Memorial Health Systems Foundation, Inc. DBA AdventHealth  
Daytona Beach Foundation
- » Mid Florida Area Agency on Aging, Inc.
- » Millhopper Montessori School, Inc.
- » Mt. Pleasant United Methodist Church
- » Museum of Arts and Sciences, Inc.
- » MYcroSchool Gainesville
- » MYcroSchool Jacksonville
- » MYcroSchool Pinellas
- » Myers and Briggs Foundation, Inc.
- » The Nathan B. Stubblefield Foundation, Inc.
- » National Association of Credential Evaluation Services
- » National Center for Construction Education and Research, Inc.
- » National Center for Excellence and Innovation
- » National Dental Association Foundation
- » Neighborhood Medical Center, Inc.
- » New Education for the Workplace, Inc.
- » New Road to Learning, Inc.
- » New Smyrna Beach Garden Club, Inc.
- » North Central Baptist Church
- » North Central Florida Apartment Association, Inc.
- » North East Florida Addictions Network, Inc.
- » North Florida Baptist Church
- » North Florida Botanical Society, Inc.
- » North Florida Senior Citizens, Inc.
- » Northeast Florida Builders Association
- » Northeast Florida Health Services, Inc.
- » Northeast Florida Healthy Start Coalition
- » Oak Hall Private School, Inc.
- » Ocala Marion County Babe Ruth Baseball Corporation
- » Ocala Metro Chamber and Economic Partnership
- » Ocean City Church
- » Office of The Public Guardian, Inc.
- » Omega Lamplighters, Inc.
- » Operation Shoebox USA, Inc.
- » Oral Health Florida, Inc.
- » Ormond Main Street, Inc.
- » Palm Valley Professional Center Condominium Association, Inc.
- » Parachutes for Patriots Corp
- » Park of the Palms, Inc.
- » Partnership for Strong Families, Inc.
- » Pensacola Beach Elementary School, Inc.
- » PhactMI, Inc.
- » Pinellas Opportunity Council, Inc.
- » Pipe Hitter Foundation, Inc.
- » Positive Direction Youth Center, Inc.
- » Premedical Chapter of the American Medical Student Association
- » Private Care Association of Florida, Inc.
- » Professional Home Care Providers, Inc.
- » Project Self, Inc.
- » Promise Land Forty Ministries, Inc.
- » Public Education Foundation of Marion County, Inc.
- » Putnam County Chamber of Commerce



# Firm Experience

## Experience Serving Nonprofit Entities

- » Quigley House, Inc.
- » R.O. Ranch, Inc.
- » Rays of Hope Foundation (FKA Sunstate Community Foundation)
- » REACH - Real Estate Acquisition for Children, LLC
- » Reading Edge Academy, Inc.
- » Reeling for Kids, Inc.
- » Refuge House, Inc.
- » Rex & Brody Foundation, Inc.
- » The Ride Solution
- » Rivendell Academy
- » Riverside Conservancy, Inc.
- » The Rock of Gainesville
- » Rotary Club of Daytona Beach
- » Rural Health Care, Inc. DBA Aza Health
- » Safety Shelter of St. John's County, Inc.
- » Salty Ministries, Inc.
- » Samsula Academy
- » School for Accelerated Learning and Technologies, Inc.
- » The School of Arts and Sciences Foundation, Inc.
- » Seashell Corporation
- » The Seaside School Foundation, Inc.
- » The Seaside School, Inc.
- » Senior Citizens of Madison County, Inc.
- » Serenity House of Volusia, Inc.
- » Service Management Solutions for Children, Inc.
- » Shepherd's Lighthouse, Inc.
- » SIATech Atlanta
- » SIATech Gainesville
- » SIATech Jacksonville
- » SIATech Miami-Dade
- » SMA Healthcare Foundation, Inc.
- » SMA Healthcare, Inc.
- » Sober Companions, LLC
- » Sober Escorts, Inc.
- » Society for Molecular Biology and Evolution
- » Songs of Color Foundation, Inc.
- » Southeast Volusia Habitat for Humanity, Inc.
- » Southern Legal Counsel, Inc.
- » The Southern Movement for Independence
- » Southern Scholarship Foundation, Inc.
- » St. Barnabas Episcopal Church
- » St. John Lutheran Church and School
- » St. Peter's Anglican Church
- » Strategic Capital Group LLC
- » Sunshine State One-Call of Florida, Inc.
- » Suwannee River Area Council of the Boy Scouts of America, Inc.
- » Suwannee River Area Council, Inc.
- » Suwannee River Area Health Education Center
- » Suwannee River Economic Council, Inc.
- » Suwannee Valley Community Coordinated Child Care, Inc.
- » Talem IP Law LLP
- » Tallahassee Bar Association, Inc.
- » Tallahassee Chamber of Commerce, Inc.
- » Taylor County Education Foundation, Inc.
- » Taylor County Senior Services
- » Technology and Solutions for Children LLC
- » TFBU, Inc.
- » Thomasville Community Resource Center
- » Thomasville Road Baptist Church
- » Tomoka Christian Church
- » Trajector Insurance, Inc.
- » Transitional Living of North Central Florida, Inc. DBA Center for Independent Living of North Central Florida
- » Tribe Seminole Heights
- » Tri-County Community Council, Inc.
- » Trinity Lutheran Church
- » Trinity United Methodist Church
- » Twin Oaks Juvenile Development, Inc.
- » Type 1 Too Many, Inc.
- » United Cerebral Palsy of East Central Florida, Inc. (WORC, Inc.)
- » United Church of Gainesville
- » United for Families, Inc.
- » United Partners for Human Services, Inc.
- » United States Tennis Association Florida Section
- » United Way of Volusia-Flagler Counties, Inc.
- » University of Florida - Friends of Five, Inc.
- » University of Florida Panhellenic Council
- » Unmet Medical Needs, Inc.
- » USAFL Development, Inc.
- » VMA, Inc.
- » Voices of Change Animal League
- » Volusia County Council on Aging Living Gifts Foundation, Inc.
- » Volusia County Fair Association, Inc.
- » Volusia Flagler Young Men's Christian Association, Inc.
- » Volusia Manufacturers Association
- » Volusia/Flagler County Coalition for the Homeless, Inc.
- » VR in Schools Foundation, Inc.
- » Wakulla County Senior Citizens' Council, Inc.
- » Wakulla's Charter School of The Arts Science and Technology, Inc.
- » Water Sports Industry Association, Inc.
- » WCEU Foundation, Inc.
- » WellFlorida Council
- » Westside Baptist Church
- » WHC JAX LLC DBA zTrip
- » WildLandscapes, Inc.
- » WJCT Foundation, Inc.
- » WORC Haven, Inc.
- » World Changer Foundation
- » World Class Schools of Leon County, Inc.
- » Yellow Bluff Hunting Club, Inc.

# Firm Experience

## *Experience with Florida Single Audit Act*

James Moore has extensive experience preparing single audits for nonprofit organizations in accordance with Government Auditing Standards, issued by the Comptroller General of the United States (Yellow Book); OMB Uniform Grant Guidance; the Florida Single Audit Act; and Rules of the Auditor General, Chapter 10.650. We have prepared single audits for the following nonprofit clients:

- » The Agricultural and Labor Program, Inc.
- » Alabama Coalition Against Domestic Violence, Inc.
- » Anchorage Children's Home of Bay County Inc.
- » Another Way, Inc.
- » Area Agency On Aging For North Florida, Inc.
- » Bay Area Legal Services, Inc.
- » Big Bend Cares Inc.
- » Big Bend Community Based Care Inc.
- » Big Bend Jobs and Education Council, Inc.
- » Bond Community Health Center, Inc.
- » Brehon Institute For Family Services Inc.
- » Capital City Youth Services, Inc.
- » CareerSource Brevard Flagler Volusia
- » CareerSource Capital Region
- » CareerSource Chipola
- » CareerSource Escarosa
- » CareerSource Flagler Volusia
- » CareerSource Florida Crown
- » CareerSource Gulf Coast
- » CareerSource Heartland
- » CareerSource North Central Florida
- » CareerSource Okaloosa Walton
- » CareerSource Pasco Hernando
- » CareerSource Polk
- » CareerSource Research Coast
- » CareerSource Suncoast
- » CareerSource Tampa Bay
- » CDS Family & Behavioral Health Services Inc.
- » Center for Independent Living, Inc.
- » The Chiles Academy
- » College of Central Florida Foundation, Inc.
- » Communities Connected for Kids, Inc.
- » Community Based Care of Brevard, Inc.
- » Community Legal Services of Mid Florida, Inc.
- » Community Partnership for Children, Inc.
- » Council of Aging of Volusia County, Inc.
- » Disability Rights Florida
- » DISC Village, Inc.
- » Early Learning Coalition of Flagler and Volusia Counties, Inc.
- » Early Learning Coalition of the Big Bend, Inc.
- » Easterseals of Northeast Central Florida, Inc.
- » The Family C.A.F.E., Inc.
- » Florida Alliance for Assistive Services and Technology, Inc.
- » Florida Board of Bar Examiners
- » Florida Council Against Sexual Violence
- » Florida Public Broadcasting Service, Inc.
- » Florida Rural Water Association, Inc.
- » Haven Recovery Center, Inc.
- » Heart of Florida Health Center, Inc.
- » The Henry & Rilla White Foundation, Inc.
- » The House Next Door, Inc.
- » Human Services Associates, Inc.
- » Lee Conlee House
- » Neighborhood Medical Center, Inc.
- » Northeast Florida Health Services, Inc.
- » Office of The Public Guardian, Inc.
- » Partnership for Strong Families, Inc.
- » Refuge House, Inc.
- » Rural Health Care, Inc. (DBA Aza Health)
- » Safety Shelter of St Johns County, Inc.
- » SMA Healthcare, Inc.
- » Suwannee River Economic Council
- » Suwannee Valley Community Coordinated Child Care, Inc.
- » Thomasville Community Resource Center
- » Transitional Living of North Central Florida, Inc.
- » Twin Oaks Juvenile Development, Inc.
- » Volusia/Flagler County Coalition for the Homeless, Inc.

# Firm Experience

## References

We are pleased to provide you with references of clients served who best match the requirements and needs of your organization. We invite you to contact these entities regarding our dedication to our client service, our professionalism, and our knowledge and experience.

### Community Action Program Committee, Inc.

Keith Dean, Chief Financial Officer  
2501 West Wright Street  
Pensacola, FL 32501  
**Phone:** (850) 980-3745  
**Email:** k.dean@capc-pensacola.org

### Anchorage Children's Home

Irene Conley, Financial Director  
2121 Lisenby Avenue  
Panama City, FL 32405-2910  
**Phone:** (850) 763-7102  
**Email:** iconley@anchoragechildrenshome.org

### Disc Village, Inc.

Jeremy Smith, CPA, Chief Financial Officer  
333 West Pensacola Street  
Tallahassee, FL 32301  
**Phone:** 850.717.9808  
**Email:** jeremy.smith@discvillage.org

### Life Management Center of Northwest Florida, Inc.

Bill Dawn, Chief Financial Officer  
525 East 15th Street  
Panama City, FL 32405  
**Phone:** (540) 840-0144  
**Email:** bdawn@lmccares.org

### Northwest Florida Water Management District

Amanda Bedenbaugh, Chief, Bureau of Finance & Accounting  
81 Water Management Drive  
Havana, FL 32333  
**Phone:** 850.539.2596  
**Email:** amanda.bedenbaugh@nwfwater.com

# Meet Your Team

## James Halleran, CPA Engagement Partner

James has 30+ years of experience providing accounting and consulting services for nonprofit organizations and government entities. He is a key member of our firm's Government and Nonprofit Services Teams.



### Engagement Responsibilities

James will have complete and final responsibility for the audit, from planning to presentation of the financial statements. He also is responsible for ensuring the highest quality of client service and technical competence.

### Experience

James's experience includes a wide range of assignments with an emphasis on nonprofit and governmental auditing. During his tenure with the firm, James has been involved with nonprofit organizations that receive state and federal financial assistance subject to Government Auditing Standards, Florida Single Audit Act and with OMB Uniform Grant Guidance. He has performed consulting services in the area of internal controls, agreed-upon procedures, and system design. In addition, he has performed internal inspections and external peer reviews for the firm in accordance with peer review requirements.

James is recognized statewide as an expert for nonprofit and government auditing and reporting, and he currently serves on committees for the FICPA and the FGFOA. He often is called upon to teach training courses within the firm and for the FICPA and FGFOA. Additionally, he serves as an ACFR reviewer for the GFOA.

### Education & CPE

James received a Master of Science in Taxation and a Bachelor of Science degree in Business Administration with a Major in Accounting from the University of Central Florida. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

### Memberships

- » American Institute of Certified Public Accountants (Member of the Not-For-Profit Section and Government Audit Quality Center)
- » Florida Institute of Certified Public Accountants (Instructor and Past Steering Committee of the State & Local Government Section)
- » Government Finance Officers Association (ACFR Reviewer)
- » Florida Government Finance Officers Association (Technical Resource Committee and Instructor)
- » Volusia/Flagler Chapter of the Florida Government Finance Officers Association (Instructor)
- » Florida League of Cities
- » Northeast Florida League of Cities
- » Space Coast League of Cities
- » Volusia League of Cities
- » United Way of Volusia and Flagler Counties, Inc. (Past Chair and Treasurer)
- » Rotary Club of Daytona Beach (Past Treasurer)
- » One Voice for Volusia
- » Port Orange/South Daytona Chamber of Commerce (Past Board Member)
- » Leadership Port Orange/South Daytona Chamber Alumni
- » United Partners for Human Services

## Relevant Experience

### Nonprofits

- » The Agricultural and Labor Program, Inc.
- » The Arc Sunrise of Central Florida, Inc.
- » Bay Area Legal Services, Inc.
- » Bay Franklin Gulf Healthy Start Coalition, Inc.
- » Believe in Faith Foundation
- » Big Bend Community Based Care, Inc.
- » Boys & Girls Clubs of Volusia/Flagler Counties, Inc.
- » Brevard CARES, Inc.
- » Brevard Prevention Coalition
- » Care Diversified of Lake County, Inc.
- » CareerSource Brevard Flagler Volusia
- » CareerSource Capital Region
- » CareerSource Chipola
- » CareerSource Escarosa
- » CareerSource Flagler Volusia
- » CareerSource Gulf Coast
- » CareerSource Heartland
- » CareerSource Okaloosa Walton
- » CareerSource Pasco Hernando
- » CareerSource Polk
- » CareerSource Research Coast
- » CareerSource Suncoast
- » CareerSource Tampa Bay
- » CBC of Brevard, Inc.
- »
- » Community Foundation of United Way of Volusia-Flagler Counties
- » Community Legal Services of Mid-Florida, Inc.
- » Community Outreach Services, Inc.
- » Community Partnership for Children, Inc.
- » Council of Aging of Volusia County, Inc.
- » Daytona Area Senior Services, Inc.
- » Daytona Beach Area Association of Realtors Foundation
- » Daytona Beach Area Association of Realtors, Inc.
- » DeEtte Holden Cummer Museum Foundation, Inc.
- » Disabled American Veterans Department of Florida, Inc.
- » The Early Learning Coalition of Flagler & Volusia Counties, Inc.
- » Family Renew Community, Inc.
- » Flagler County Association of Realtors, Inc.
- » Flagler County Education Direct Support Organization, Inc.
- » Flagler County Multiple Listing Services, Inc.
- » Flagler Realtors Foundation, Inc.
- » Florida Council Against Sexual Violence, Inc.
- » The Florida Workforce Development Association, Inc.
- » Friends of Families Foundation, Inc.
- » Gainesville Alachua County Association of Realtors, Inc.
- » Gainesville Area Chamber of Commerce
- » Halifax Habitat for Humanity, Inc.
- » Head Start Child Development and Family Services, Inc.
- » The Healthy Start Coalition of Flagler & Volusia Counties, Inc.
- » Heart of Florida Health Center, Inc.
- » The House Next Door, Inc.
- » Housing for the Handicapped of Alachua County, Inc.
- » Hugh Ash Manor, Inc.
- » Jeep Beach, Inc.
- » Legal Advocacy Center of Central Florida, Inc.
- » Museum of Arts and Sciences
- » North East Florida Addictions Network, Inc.
- » Northeast Florida Health Services, Inc.
- » Ormond Main Street, Inc.
- » Park of the Palms, Inc.
- » Pinellas Opportunity Council, Inc.
- » Reading Edge Academy, Inc.
- » Rotary Club of Daytona Beach
- » Rural Health Care, Inc. DBA Aza Health
- » Samsula Academy
- » Seminole Prevention Coalition, Inc.
- » Serenity House of Volusia, Inc.
- » SMA Healthcare Foundation, Inc.
- » SMA Healthcare, Inc.
- » Smyrna Yacht Club, Inc.
- » Southeast Volusia Habitat for Humanity, Inc.
- » Sunshine State One-Call of Florida, Inc.
- » Suwannee Valley Community Coordinated Child Care, Inc.
- » United Way of Volusia-Flagler Counties, Inc.
- » Volusia Flagler Young Men's Christian Association, Inc.
- » Volusia Manufacturers Association
- » Volusia/Flagler County Coalition for the Homeless, Inc.

### Government Related

- » Indian River Lagoon (IRL Council)
- » Northwest Florida Water Management District
- » St. Johns Water Management District
- » Southwest Florida Water Management District

## Meet Your Team

# Caitlan Walker, CPA

## Single Audit Director

Caitlan has over 15 years of experience serving as an auditor and trusted advisor to nonprofit organizations and government entities. As a result of her experience, she serves as a key member of the firm's Accounting and Auditing Team.



### Engagement Responsibilities

As the Single Audit Director, Caitlan will be responsible for overseeing the single audit portion of the engagement.

### Experience

Caitlan's focus is on serving the needs of nonprofit and government organizations. As a result of her experience, she serves as an integral member of the firm's Accounting & Auditing Team, where she focuses on single audits, compliance testing, and employee benefit audits. Caitlan also serves in a consulting capacity to assist entities and organizations better prepare for their external audits and preparation of financial statements.

### Education & CPE

Caitlan graduated with her Master of Accountancy and graduated *cum laude* with her Bachelor of Science in Business Administration from Stetson University. She has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

### Memberships

- » American Institute of Certified Public Accountants (Member of the Government Audit Quality Center; Not-for-Profit Section; Employee Benefit Plan Audit Quality Center)
- » Florida Institute of Certified Public Accountants (State & Local Government Section)
- » Government Finance Officers Association
- » Volusia/Flagler Chapter of the Florida Government Finance Officers Association (Instructor)
- » Northeast Florida League of Cities
- » Space Coast League of Cities
- » Volusia League of Cities
- » Volusia Young Professionals Group (Former Board Member)
- » Zeta Tau Alpha, Daytona Beach Alumnae Chapter (former Stetson University Chapter Financial Advisor)

# Meet Your Team

*Caitlan Walker, CPA*

## Relevant Experience

### Nonprofits

- » The Arc Volusia, Inc.
- » Blue Jay Academy South Daytona, Inc.
- » Brevard Prevention Coalition
- » CareerSource Brevard Flagler Volusia
- » CareerSource Flagler Volusia
- » CareerSource Treasure Coast
- » CDS Family & Behavioral Health Services, Inc.
- » Child and Family Connections, Inc.
- » Community Legal Services of Mid-Florida, Inc.
- » Daytona Area Senior Services, Inc.
- » Daytona Beach Area Association of Realtors, Inc.
- » Daytona Beach Racing & Recreational Facilities District
- » DeEtte Holden Cummer Museum Foundation, Inc.
- » DISC Village, Inc.
- » Domestic Abuse Council of Volusia County, Inc.
- » The Early Learning Coalition of Flagler & Volusia Counties, Inc.
- » Economic Development Commission of Florida's Space Coast
- » First Step Shelter, Inc.
- » Flagler County Association of Realtors, Inc.
- » Friends of Families Foundation, Inc.
- » Haven Recovery Center, Inc.
- » Head Start Child Development and Family Services, Inc.
- » Heart of Florida Health Center, Inc.
- » The House Next Door, Inc.
- » Housing Finance Authority of Volusia County
- » Jeep Beach, Inc.
- » Legal Advocacy Center of Central Florida, Inc.
- » Memorial Health Systems Foundation, Inc.
- » Northeast Florida Healthcare Coalition, Inc.
- » Ocean City Church
- » Pinellas Opportunity Council, Inc.
- » Rural Health Care, Inc. DBA Aza Health
- » SMA Healthcare Foundation, Inc.
- » SMA Healthcare, Inc.
- » Southeast Volusia Habitat for Humanity, Inc.
- » St. Johns River Utility, Inc.
- » Sunshine State One-Call of Florida, Inc.
- » Transitional Living of North Central Florida, Inc. DBA Center for Independent Living of North Central Florida
- » Trinity United Methodist Church, Inc.
- » United Way of Volusia-Flagler Counties, Inc.
- » Volusia County Fair Association, Inc.
- » Volusia Flagler Young Men's Christian Association, Inc.
- » Volusia/Flagler County Coalition for the Homeless, Inc.
- » Windward Behavioral Care, Inc.

### Retirement/Pension Plans

- » Haven Recovery Center, Inc. Employee Benefit Plans
- » Legal Services in the Central Florida Region 403(b) Plan
- » Safe-Harbor 401(k) Profit-Sharing Plan for Rural Health Care, Inc. DBA Aza Health
- » SMA Healthcare 403(b) Plan
- » Twin Oaks Juvenile Development, Inc. Safe Harbor
- » WJCT, Inc. Retirement Plan

### Government Related

- » Indian River Lagoon (IRL Council)
- » Northwest Florida Water Management District
- » St. Johns Water Management District
- » Southwest Florida Water Management District

## Meet Your Team

# Andrew Ferguson, CPA Senior Manager

Andrew has more than seven years of professional auditing and accounting experience. He focuses primarily on nonprofit entities, in particular Community Action Agencies and Head Start programs. He is a key member of the firm's Nonprofit Services Team.



### Engagement Responsibilities

Andrew will be responsible for various aspects of the engagement, including planning, performance and supervision of fieldwork, oversight of the audit staff, data extraction testing, federal and state grant compliance, and preparation of final audit reports.

### Experience

Andrew brings seven years of professional auditing and accounting experience, with a strong focus on nonprofit organizations—particularly Community Action Agencies and Head Start programs. His in-depth knowledge of single audit requirements and the OMB Uniform Grant Guidance has helped clients maintain compliance and build strong financial foundations.

At James Moore, Andrew provides audit and assurance services across a variety of industries, but primarily works with nonprofits. His hands-on experience with federal and state single audits has made him a valuable asset on the Nonprofit Services Team, where his expertise in grant compliance and regulatory guidelines stands out.

Beyond his professional work, Andrew is passionate about giving back. He serves as treasurer for CHOAIDS, an organization supporting Haitian children and women affected by HIV. He also contributes to his local church community, where he authored the benevolence fund policy and serves on the benevolence team.

### Education & CPE

Andrew received a Bachelor of Science in Accounting from Florida State University. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

### Memberships

- » American Institute of Certified Public Accountants
- » Florida Institute of Certified Public Accountants
- » Caring for Haitian Orphans with AIDS (Treasurer)
- » Greater Tallahassee Chamber of Commerce

# Meet Your Team

*Andrew Ferguson, CPA*

## Relevant Experience

### Nonprofits

- » 2-1-1 Big Bend, Inc.
- » Action Pact, Inc.
- » The Agricultural and Labor Program, Inc.
- » Anchorage Children's Home of Bay County
- » Bay Franklin Gulf Healthy Start Coalition, Inc.
- » Big Brothers Big Sisters of the Big Bend, Inc.
- » Capital Area Community Action Agency
- » Capital City Youth Services, Inc.
- » CareerSource Chipola
- » CareerSource Escarosa
- » CareerSource Florida Crown
- » CareerSource Gulf Coast
- » CareerSource Okaloosa Walton
- » CareerSource Suncoast
- » CareerSource Tampa Bay
- » Center for Independent Living
- » City Church Tallahassee, Inc.
- » Community Action Program Committee
- » Corrections Foundation, Inc.
- » DISC Village Foundation, Inc.
- » DISC Village, Inc.
- » Florida Art Education Association, Inc.
- » Florida Association of the American Institute of Architects
- » Florida Bandmasters Association
- » Florida Chapter of the American Planning Association
- » Florida Council Against Sexual Violence
- » Florida Guardian ad Litem Foundation, Inc.
- » Florida Healthy Kids Corporation
- » Florida Music Education Association
- » Florida Orchestra Association
- » Florida School Music Association, Inc.
- » Florida Vocal Association
- » Girl Scout Council of the Florida Panhandle, Inc.
- » Kids Incorporated of the Big Bend
- » Life Management Center of Northwest Florida
- » Lutheran Social Services of North Florida, Inc.
- » Suwannee River Council of the Boy Scouts of America
- » Tallahassee Chamber of Commerce
- » WFSU/WFSG-TV, Florida State University
- » WFSU/WFSQ/WFSW-FM, Florida State University

### Governmental Organizations

- » City of Chattahoochee
- » City of Lynn Haven
- » City of Mexico Beach
- » Town of Grand Ridge
- » Town of Greenville
- » Town of Havana
- » Liberty County
- » Union County
- » Wakulla County
- » Capital Region Transportation Planning Agency
- » Highway 79 Corridor Authority
- » Northwest Florida Water Management District

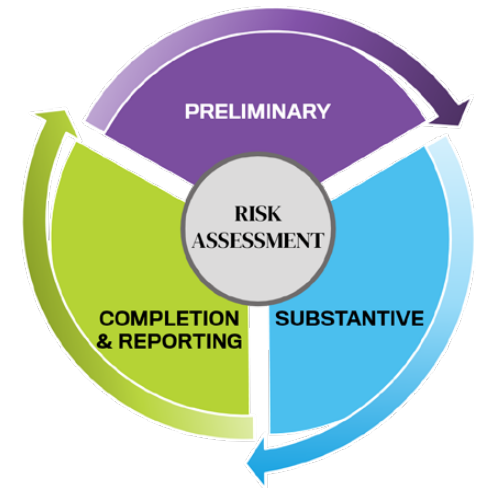
### Education

- » Darton State College Foundation
- » Florida State University (FSU) Athletic Association, Inc.
- » FSU Department of Athletics
- » FSU International Programs Association, Inc.
- » FSU Magnet Research and Development, Inc.
- » FSU Research Foundation, Inc.
- » School for Integrated Academics and Technologies (SIATech) - Gainesville

# Approach to the Engagement

We understand the work you're requesting is to be performed in accordance with United States Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards. Tax returns (federal) shall be prepared in accordance with IRS filing deadlines, starting with the year ended September 30, 2026.

The work for this engagement will be completed through our office and by on-site visits to your location. The audits performed by James Moore are organized into distinct, manageable segments. Scheduling in this manner reduces interference with your normal operating procedures and enhances our ability to meet deadlines. Summarized below is our detailed and comprehensive audit approach relative to the various segments of the audit. Our full audit approach is available upon request.



## PRELIMINARY PHASE

- » Establish the terms of the engagement
- » Obtain documents associated with your environment, activities, key processes, and internal controls
- » Establish preliminary planning materiality
- » Perform initial data extraction analysis of key accounts and processes
- » Develop detailed audit plan, to include:
  1. Assessment of risk at the financial statement account balance level
  2. Plan tests of controls, tests of compliance and substantive procedures
  3. Communicate audit plan with all members of engagement team

## SUBSTANTIVE PHASE

- » Perform tests of controls
- » Perform substantive testing of balances
- » Perform tests of compliance
- » Evaluate results of testing and, if necessary, modify audit plan

## COMPLETION & REPORTING PHASE

- » Exit Conference
- » Final review by Lead Partner and Quality Control Review Partner
- » Obtain management representations
- » Summarize results of work and findings
- » Engagement reporting to management and those charged with governance

## Risk Assessment - Continuous process throughout the audit

- » Identify risks associated with the organization
- » Identify material account balances, assertions, and related internal controls
- » Design all phases of the audit to appropriately address identified risks
- » Reassess initial risk assessment based upon results of procedures performed

# Fee Proposal

## EXTRAORDINARY only refers to our LEVEL OF SERVICE.

Providing a high level of value for the fees you pay is integral to our basic engagement philosophy. Although fees are important, they should not, in our opinion, be the sole factor in the selection of an audit firm for you. The **choice of an accounting firm always should be made primarily on the basis of qualifications, capabilities, and commitment.** We will spare no effort to find a common ground for providing a high level of service at a reasonable rate. Our goal is to ensure your accounting needs are met in a manner one would expect from a trusted advisor.

Our proposed fees for the audit and tax services are based on the assumption that the accounting records for your organization will be maintained in good condition and that assistance requested from your personnel will be provided in both a complete and timely manner.

Our total fees for the engagement include all direct and indirect costs including all out-of-pocket expenses.

*If the fees presented do not fit within your budget constraints, we encourage you to contact us.*

FISCAL YEAR ENDING	FINANCIAL STATEMENT AUDIT	990 TAX RETURN	TOTAL	SINGLE AUDIT*
September 30, 2024	\$30,000	-	<b>\$30,000</b>	\$4,000
September 30, 2025	\$27,500	-	<b>\$27,500</b>	\$4,500
September 30, 2026	\$30,000	\$4,000	<b>\$34,000</b>	\$5,000
September 30, 2027	\$32,500	\$4,500	<b>\$37,000</b>	\$5,500
September 30, 2028	\$35,000	\$5,000	<b>\$40,000</b>	\$6,000

\*Fee is per major program required to be tested. Based on initial discussions there may be two programs required to be tested for the year ended September 30, 2025.

### Additional Professional Services

Your team will reach out routinely throughout the year to discuss new accounting issues or significant transactions. Because we value consistent communication, we consider these routine consultations to be included in the scope of the proposed fees. Additionally, these fees are inclusive of periodic meetings with your management conducted outside the time encompassed by the proposed audit schedule.

If you would like to engage James Moore for a larger project, we will render a billing for such services at an amount or rates agreed upon prior to the beginning of the engagement.





### Agenda Item 7.i.

#### **Approval of a Sponsorship Agreement Between PPBEP and Yamaha Motor Corporation, U.S.A.**

Background: Yamaha Rightwaters is a sustainability initiative created by Yamaha Motor Corporation, U.S.A., U.S. Marine Business Unit that encompasses all of Yamaha Marine's conservation and water quality efforts. It was conceived as a Yamaha sub brand and as a global initiative. These initiatives include habitat restoration, support for scientific research, mitigation of invasive species, the reduction of marine debris and environmental stewardship education.

Yamaha Rightwaters has selected PPBEP's request for the donation of a 200 horsepower Yamaha outboard, valued at over \$21,000. The outboard will power PPBEP's work vessel, enabling significant capacity for monitoring, restoration, and education.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, a Sponsorship Agreement between PPBEP and Yamaha Motor Corporation, U.S.A.

Financial Impact: Execution of the Sponsorship Agreement would provide approximately \$21,000 in-kind support to PPBEP from Yamaha for the donation of the 200 HP outboard.

Legal Review: General Counsel has reviewed the current version of the Sponsorship Agreement and is working with the Executive Director and Yamaha on one remaining revision related to exclusivity. Should a material revision be requested, the Agreement will be brought back to the Board for approval.

## **SPONSORSHIP AGREEMENT**

THIS AGREEMENT is by and between Yamaha Motor Corporation, U.S.A., U.S. Marine Business Unit, a California corporation, whose principal place of business is 1270 Chastain Road, Kennesaw, Georgia 30144 (hereinafter referred to as "Yamaha") and Pensacola and Perdido Bays Estuary Program, Inc., a 501(3)(c) nonprofit operating as an instrumentality of government, whose principal place of business is 226 S. Palafox Place Pensacola, FL, 32502 (hereinafter referred to as "PPBEP"). Yamaha and PPBEP collectively the "Parties" and individually a "Party".

### **RECITALS**

- A. WHEREAS, Yamaha is the United States distributor of Yamaha outboard motors in the continental United States; and
- B. WHEREAS, PPBEP is a regional partnership focused on restoring and protecting Pensacola and Perdido Bays for future generations ("Cause"); and
- C. WHEREAS, Yamaha and PPBEP desire to promote their respective entities and products through the sponsorship by Yamaha of PPBEP and the Programs, as defined and contained in Exhibit "A", attached and incorporated herein, with the objective to continue the growth of habitat conservation and education, broaden outreach, and elevate educational efforts ("Purpose").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. DEFINITIONS**

The following definitions shall apply through this Agreement whether the usage or case of the defined term is singular, plural, possessive, or otherwise.

- 1.1 "Trademark" shall mean Yamaha and PPBEP's respective trademarks, service marks, designs, artwork and other symbols and devices associated with its business.
- 1.2 "Term" and "Term of this Agreement" shall mean from last date of execution by both Parties ("Effective Date") lasting for a period of three (3) years.
- 1.3 "Product" shall mean Yamaha branded products, as noted in Section 3.
- 1.4 "Yamaha Rightwaters Website" is located at [www.yamaharightwaters.com](http://www.yamaharightwaters.com).

All Parties intend that there shall be no agreement on these terms and conditions until such Agreement is signed by both Parties.

1.5 "PPBEP Website" is located at [www.ppbep.org](http://www.ppbep.org)

## 2. RESPONSIBILITIES OF PPBEP

In consideration for the rights and benefits contained in the Agreement, PPBEP agrees to provide Yamaha the following during the Term of this Agreement:

- 2.1 PPBEP shall name and recognize Yamaha as one of PPBEP's Guardian of the Gulf business sponsors, including but not limited to promotion on PPBEP's website, social media, monthly newsletter and associated events which are associated with the Programs, as contained in Exhibit "A", attached and incorporated herein.
- 2.2 During the Term, PPBEP shall provide Yamaha Rightwaters with quarterly content and updates for Yamaha's use in advertising and marketing of Yamaha products and Yamaha Rightwaters, including but not limited to:
  - 2.2.1 Provide a quarterly one pager that highlights the achievements of ongoing projects. Provide up to date information regarding ongoing research efforts.
  - 2.2.2 Provide Yamaha Rightwaters with annual data summaries that are in support of the Programs and research efforts.
  - 2.2.3 Generate three (3) collaborative posts to distribute on all forms of social media highlighting the sponsorship.
  - 2.2.4 Attend quarterly meetings with a Yamaha Rightwaters representative to remain aligned throughout the sponsorship.
  - 2.2.5 Display Yamaha Rightwaters logo on vessel in which the outboards are installed.
- 2.3 PPBEP agrees that no other competitive motor distributor/manufacturer shall be granted display space, announcements, advertising, promotions or be permitted to present marketing materials for PPBEP at Benefits, during the Term of this Agreement, without the prior written consent of Yamaha.
- 2.4 PPBEP represents and warrants that it has all rights for coordinating and promoting the Programs.
- 2.5 PPBEP represents and warrants that it has obtained all necessary licenses, clearances, permits, permissions and fees required in connection with Programs.
- 2.6 PPBEP represents and warrants that they are free to enter into this Agreement with Yamaha.
- 2.7 PPBEP shall authorize Yamaha to display "Official Outboard Sponsor of PPBEP" in any and all advertisements, publications and marketing materials distributed nationwide during the Term of this Agreement.

All Parties intend that there shall be no agreement on these terms and conditions until such Agreement is signed by both Parties.

- 2.8 PPBEP shall provide a link to the Yamaha Rightwaters Website from the PPBEP Website, during the Term of Agreement.
- 2.9 PPBEP shall provide Yamaha a purchase order for any Product ordered.
- 2.10 PPBEP agrees and understands that Yamaha shall have no responsibility and no liability for any fundraising events and those associated with the Programs (collectively the “Fundraising Events”) and PPBEP agrees to defend and indemnify Yamaha pursuant to Section 5.
- 2.11 PPBEP will be required to furnish Yamaha with Federal income tax information, including Employer Identification Number and Federal tax classification status, on signed IRS Form W-9.

### **3 RESPONSIBILITIES/DUTIES OF YAMAHA**

In consideration for the rights and benefits contained in the Agreement, Yamaha agrees to provide the following during the Term of this Agreement.

3.2 Yamaha shall provide PPBEP the following:

3.2.1 One (1) F200 HP Yamaha Outboard Engine.

3.1.2 All Products provided pursuant to this Section shall be shipped by Yamaha, at the direction of PPBEP, to a qualified, authorized, participating Yamaha dealer, jointly agreed to by the Parties. All Products shall be invoiced to PPBEP and warranty registered to PPBEP by an authorized Yamaha dealer, in accordance with Yamaha's standard warranty policies. MCO (Manufacturers Certificate of Origin) on Product shall pass to PPBEP at time of delivery.

3.3 Yamaha will issue IRS Form 1099-MISC, in the amount of value for consideration received by PPBEP, where required under federal tax law.

### **4 TERM AND TERMINATION**

4.2 The term of this Agreement shall begin on Effective Date and conclude three (3) years later (“Term”).

4.3 The violation of one or more of the terms of this Agreement or the failure to comply with any condition, duty, or obligation under this Agreement by PPBEP or Yamaha shall be an event of default and shall entitle the non-breaching party, at its sole election, to deliver written notice of default and intent to terminate the defaulting party. The defaulting party shall have thirty (30) days following receipt of such notice of default to cure the default. If the Party receiving the notice of default cures the default on or before the thirtieth (30<sup>th</sup>) day after the receipt of the notice of default, the notice shall be deemed withdrawn. If the Party receiving the notice of default does

All Parties intend that there shall be no agreement on these terms and conditions until such Agreement is signed by both Parties.

not cure the default on or before the thirtieth (30<sup>th</sup>) day after the receipt of notice of default, the non-defaulting party may, at its sole election, terminate this Agreement, with an effective termination date of sixty (60) days from the original notice of default, by delivering written notice of termination to the defaulting party.

- 4.4 This Agreement may be immediately terminated by PPBEP or Yamaha upon insolvency of the other Party, the filing of a petition of voluntary bankruptcy under any chapter of the bankruptcy laws of the United States, the institution of proceedings to adjudge the other as a bankrupt in an involuntary proceeding, the appointment by a court of a receiver, trustee or dissolution.
- 4.5 In the event of termination by Yamaha pursuant to Section 4.2 or 4.3 based on an event of default by PPBEP or insolvency by PPBEP, PPBEP shall immediately return to Yamaha the Product.

## **5 INDEMNIFICATION AND INSURANCE**

- 5.1 To the extent allowed by law, PPBEP shall indemnify, defend and hold Yamaha, its employees, dealers, directors, officers, affiliated companies, agents and insurance carriers harmless from and against any and all claims, demands, damages, liability, costs, expense (including without limitation reasonable fees for counsel of the other Party's choice) or cause of action asserted against, imposed upon or suffered by, arising out of, or resulting solely from PPBEP obligations under this Agreement or which are related to or arise from the Fundraising Events, Programs, receipt of Products, and/or Purpose. However, nothing contained herein shall constitute a waiver by PPBEP of sovereign immunity protection or the provisions of section 768.28, F.S.
- 5.2 Yamaha shall indemnify, defend, and hold PPBEP, its employees, dealers, directors, officers, affiliated companies, agents and insurance carriers harmless from and against any and all claims, demands, damages, liability, costs, expenses (including without limitation reasonable fees for counsel of the other Party's choice) or cause of action asserted against, imposed upon or suffered by, arising out of, or resulting from Yamaha's obligations under this Agreement.
- 5.3 The protection provided by this indemnification clause shall survive the expiration or termination of this Agreement, but this shall not exceed or enlarge any applicable statute of limitation or repose.
- 5.4 PPBEP shall maintain policies of insurance to include comprehensive, public liability and property damage, in the amount of One Million Dollars (\$1,000,000.00) and it shall name Yamaha and any affiliated entities as an additional insured. Such policies shall not be subject to modification or cancellation except upon thirty (30) days prior written notice to Yamaha.
- 5.5 PPBEP shall provide Yamaha with a certificate of insurance, which sets forth all of the requirements as articulated in Section 5, within twenty (20) days of the signing of this Agreement.

All Parties intend that there shall be no agreement on these terms and conditions until such Agreement is signed by both Parties.

## 6 MISCELLANEOUS

- 6.1 Yamaha's Trademarks: Yamaha's trademarks, artwork and other symbols associated with Yamaha Motor Corporation, U.S.A. for its products (hereinafter referred to as "Yamaha's Trademarks"), attached and incorporated herein as Attachment One, are and shall remain Yamaha's property and Yamaha shall take all steps reasonably necessary to protect Yamaha's Trademarks. PPBEP is authorized to use Yamaha's Trademarks in advertising and promoting the Benefits during the Term of this Agreement provided that Yamaha approves such use. Both Parties agree that PPBEP and Yamaha shall work toward an immediate resolution of any issue regarding the Trademark approval. The right to use Yamaha's Trademark is non-assignable and non-transferable.
- 6.2 PPBEP Trademarks: PPBEP trademarks, artwork and other symbols associated with PPBEP (hereinafter referred to as "PPBEP Trademarks"), attached and incorporated herein as Attachment Two, are and shall remain PPBEP property and PPBEP shall take all steps reasonably necessary to protect PPBEP Trademarks. Yamaha is authorized to use PPBEP Trademarks in advertising and promotion during the Term of this Agreement provided that PPBEP approves such use. Both Parties agree that PPBEP and Yamaha shall work toward an immediate resolution of any issue regarding the Trademark approval. The right to use PPBEP Trademark is non-assignable and non-transferable.
- 6.3 Headings: The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
- 6.4 Governing Law: This Agreement shall be governed and construed in accordance with the laws for the State of Florida, both as to interpretation and performance.
- 6.5 Venue: Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in Escambia County, in the State of Florida.
- 6.6 No Joint Venture/Scope of Authority: This Agreement shall not create a joint venture, partnership, principal/agent, employer/employee or similar relationship between the Parties and under no circumstances shall either Party's agents or employees be considered agents or employers of the other Party. PPBEP is not authorized to assume or create any obligations or make any contracts, agreements, representations on behalf of Yamaha, unless specifically authorized in writing by Yamaha.
- 6.7 Force Majeure: The Parties shall not be responsible for failing to perform any part of this Agreement or for any delay in the performance of any part of this Agreement resulting, directly or indirectly, from any event, contingency or acts outside of either Party's control, including but not limited to acts of God; actions by any government authority (whether valid or invalid);

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acts of civil or military authority; acts, order, regulations or law of any government entity; fires, earthquake, hurricane, floods, windstorms, explosions, riots, natural disasters, natural disasters resulting in utility outages; wars, sabotage, terrorism; strikes, labor disputes; court injunction or order; any global or local public health emergency or disease outbreak, pandemic, epidemic, including without limitation COVID-19 or such similar disease, regardless of whether or not reasonably foreseeable; or enactment or regulations interfering with the delay or failure of either Party to perform its obligations under this Agreement (collectively the "Force Majeure Event"), provided written notice is provided to the other Party. Where there is a Force Majeure Event, the Party prevented from or delayed in performing its obligations under this Agreement, or any Party affected by the Force Majeure Event, shall immediately provide written notice to the other Party giving full particulars of the Force Majeure Event ("Force Majeure Notice"). If the Benefits are cancelled or delayed based on a Force Majeure Event, PPBEP shall either reschedule the Benefit within the Term of Agreement, based on the terms and conditions of this Agreement, or if not feasible, the Parties shall work towards an equivalent reduction in Credit for subsequent Calendar Year, as evidenced by an Addendum executed by both Parties.

- 6.8 Assignability: This Agreement may not be assigned by Yamaha except Yamaha may assign this Agreement to any subsidiary or legal affiliate of Yamaha in order to carry out the terms of this Agreement. PPBEP and Yamaha's entering into this Agreement with each other is based in substantial part on the unique attributes that each business offers, in view of their reputation and position in the community. This Agreement may not be assigned by PPBEP except PPBEP may assign this Agreement to any subsidiary or legal affiliate of PPBEP or PPBEP franchisee/Event owner in order to carry out the terms of this Agreement.
- 6.9 Severability: The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
- 6.10 Waiver: The failure or inability of either Party to enforce any rights hereunder shall be deemed a waiver of the rights or remedies that such Party may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.
- 6.11 Entire Agreement: This Agreement constitutes the entire understanding between the Parties hereto, with respect to the subject matter hereof, and cannot be altered or modified except by an agreement in writing signed by all of the Parties hereto. Upon its execution, this Agreement shall supersede all prior negotiations, understandings and agreements, whether oral or written,

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and such prior agreements shall thereupon be null and void and without further legal effect, with respect to the subject matter hereof.

- 6.12 Notice: All notices, demands, and other communication required or permitted to be given hereunder or by law shall be in writing and, except as otherwise expressly provided herein, deemed to have been duly given upon receipt by overnight delivery, hand delivery, facsimile transmission or certified mail, postage pre-paid to the following:

Yamaha Motor Corporation, U.S.A.  
Attn: Joshua Grier and Julia Balte, Marine Group  
1270 Chastain Road  
Kennesaw, GA 30144

PPBEP  
Attention: Matt Posner  
226 S. Palafox Place  
Pensacola, FL, 32502

- 6.13 Counterparts; Electronic Signature. This Agreement may be executed originally or electronically (by e-signature software) in one or more counterparts, each of which shall be deemed an original. Delivery of an executed counterpart signature page by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

[Rest of Page Left Intentionally Blank, Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties hereto agree on the date last written below.

**PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, INC.**      **YAMAHA MOTOR CORPORATION, U.S.A.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## EXHIBIT "A"-Programs

1. **Monitoring:** Monitoring supports data collection for the Pensacola Bay Oyster Restoration Initiative and the Water Quality Monitoring Collaborative. Spat and larval data collected will inform reef locations for the Oyster Initiative. Water quality monitoring will be made available to the public on an easy to use dashboard on PPBEP's website and will inform natural resources management in Pensacola and Perdido Bays.
2. **Restoration:** The Pensacola Bay Oyster Restoration Initiative is a 10-year goal to restore approximately 1,500 acres of oyster habitat, one of the largest oyster restoration programs on the Gulf Coast. The Initiative is undertaking a bay-scale approach to restoration, supporting ecosystem services, fisheries, and eventually wild harvest. The Initiative will utilize a variety of restoration techniques including placement of large substrate, and seeding some reefs through spat on shell production utilizing recycled oyster shell collected through the Oyster Shell Recycling Program.
3. **Education and Outreach:** Program that focuses on promoting awareness, education, and protection for oysters and seagrass in the Pensacola and Perdido Bays watershed. The targeted audience includes anglers, boaters, visitors, educators, and residents within Pensacola and Perdido Bay watersheds.

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ATTACHMENT 1  
YAMAHA TRADEMARK



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**ATTACHMENT 2  
PPBEP TRADEMARK**



**PENSACOLA  
& PERDIDO BAYS  
ESTUARY PROGRAM**



**PENSACOLA & PERDIDO BAYS  
ESTUARY PROGRAM**

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