

**2012 State of Florida Preserve America Grants  
Historic Preservation Grant Award Agreement**

**Attachment A:**

General and Special Conditions Governing  
Small Matching Grants  
and Administrative Instructions for  
Historic Preservation Project Accountability

Grant Number 12PA05  
Project Name: Key West Historic Preservation Forum

**I have read, understand, and recognize that Attachment A is a legally binding part of my Grant Award Agreement and that its provisions shall be enforced.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Typed or Printed Name of Authorized Official

\_\_\_\_\_  
Typed or Printed Name of Project Manager

\_\_\_\_\_  
Typed or Printed Title of Authorized Official

\_\_\_\_\_  
Typed or Printed Title of Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Please sign and return this page with your signed Grant Award Agreement.**

**State of Florida  
Department of State  
Division of Historical Resources**

***2012 State of Florida Preserve America Grants***

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**State of Florida  
Department of State  
Division of Historical Resources**

## Introduction and Definitions

In accordance with the provisions of *Chapter 267, Florida Statutes*, the Division of Historical Resources, Department of State is responsible for the administration of a comprehensive program of historic preservation activities in Florida, and is authorized to participate in and receive funding assistance from the Federal historic preservation program administered by the National Park Service, United States Department of the Interior as authorized by the *National Historic Preservation Act of 1966*, as amended. Major funding for the overall program is derived from State funds authorized by the Florida Legislature and from the annual apportionment of Federal funds to Florida through the Federal historic preservation program.

The award and administration of grant-in-aid assistance for historic preservation projects to be carried out by public agencies or preservation organizations at the local level is one element of the State's comprehensive historic preservation program. Florida's Historic Preservation Grant Programs are authorized by *Section 267.0617, Florida Statutes*. Grant funding available through these programs may include a part of the Federal funds apportioned annually to the State, as well as funds appropriated for this purpose by the State Legislature and funds contributed from other sources. The cost of administering historic preservation grant projects is included in the overall costs of the comprehensive program, and is supported in part by the annual apportionment of Federal funds.

Continued eligibility for Federal funding assistance requires that the State's comprehensive historic preservation program be administered in accordance with Federal laws, regulations, and conditions, as well as those of the State of Florida. The General and Special Conditions Governing Grants and the Administrative Instructions for Historic Preservation Project Accountability contained herein are intended to inform grantees of and assure grantee compliance with the Federal and State requirements applicable to historic preservation projects grants.

### Definitions

**"Allowable project costs"** are the direct costs in cash expenditures and value of in-kind donations that are necessary to the accomplishment of authorized project work, incurred during the project period, and properly documented in accordance with the Department's Administrative Instructions for Historic Preservation Project Accountability. Administrative expenditures that are directly attributable to management and oversight of the grant-assisted Project and to meeting the reporting and associated requirements of the Historic Preservation Grant Award Agreement are eligible grant expenditures or contributions to the required match. In aggregate, whether grant expenditures or match contributions, such expenditures shall not exceed 10% of the grant award amount. Indirect costs including overhead, non-grant related administrative costs and general operating costs are not allowable project costs.

**"Approved Scope of Work"** means those activities described in Section I of the Historic Preservation Grant Award Agreement or in a fully executed amendment thereto.

**"Department"** means the State of Florida, Department of State, Division of Historical Resources.

**"Grantee"** means the agency, organization, or individual named in the Historic Preservation Grant Award Agreement.

**"Grant period"** means the period of time beginning on the effective date of the Historic Preservation Grant Award Agreement and ending on the date specified in the Historic Preservation Grant Award Agreement.

**"Project funds"** refers to all amounts available for or expended in connection with the authorized project work, whether derived from State or Federal grant share or match, public or private, and whether provided in cash or in-kind.

## PART I

### General and Special Conditions Governing Grants

All expenditures in connection with projects approved for assistance under the historic preservation grant program are subject to the provisions of *Chapter 267, Florida Statutes*; the *National Historic Preservation Act of 1966*, as amended; other applicable State and Federal laws, rules and regulations; the general conditions listed below; and special conditions affixed to project grant awards.

#### Applicability

These conditions are applicable to the Grantee and to any consultants, contractors, or employees to which grant-in-aid funds are paid (including but not limited to architects, engineers, archaeologists, historians, contractors, construction managers, suppliers, vendors, etc.). Failure by the Grantee to comply with the conditions of grant assistance will be considered to be noncompliance.

#### A. General Conditions

1. **Grantee Publicity Requirements.** In order to insure a wide public awareness of local preservation projects and historic preservation in general, the Grantee shall meet the following requirements regarding publicity of his/her project:
  - a. At the outset of the project, a news release shall be sent by the Grantee to local print and electronic media identifying the project's specifics including the source(s) of grant funds, name of the project, nature of the project, and its benefits to the community. A copy of the news release(s) shall be submitted to the Department.
  - b. Upon completion of the project, the Grantee shall issue another news release to local print and electronic media.
  - c. There shall be an effort on the part of the Grantee to encourage publication of one or more feature stories on the Grantee's project by a newspaper, magazine or television program of at least local circulation. The Grantee shall provide the Department with a copy of any ensuing articles or a written statement identifying the date and network of any television broadcast(s). In the event that such efforts are unsuccessful, the Grantee shall provide the Department with copies of correspondence with newspapers, magazines or television stations indicating the Grantee has requested such a feature story, or written certification from the Grantee to the Department that such an effort was made.
  - d. During the course of the project, the grantee is encouraged to inform elected officials, including state officials, mayors, and city and county commissions, by letter of the nature and benefits of the project.
  - e. In the case of rehabilitation or restoration projects, the Grantee should also make an effort, where appropriate in the judgment of the Grantee, to publicize the project and the source of grant assistance (at any stage of the project) to the community through a dedication or other public ceremony of some nature.
  - f. **Federally Funded Projects:** All news releases and promotional materials relating to Federally funded projects shall contain acknowledgment of grant assistance, substantially as follows: ***This project [publication] has been financed in part with historic preservation grant assistance provided by the National Park Service, U.S. Department of the Interior, administered through the Bureau of Historic***

***Preservation, Division of Historical Resources, Florida Department of State, assisted by the Florida Historical Commission.***

2. **Amendments to the Historic Preservation Grant Award Agreement.** All amendments to the Historic Preservation Grant Award Agreement for the project shall be in writing and fully executed by both parties. Amendments will be prepared by the Department, either at its own initiative or upon approval of the written request of the Grantee.
3. **Changes in Approved Scope of Work.** The Grantee may not, without formal amendment of the Historic Preservation Grant Award Agreement, make changes in the scope of the project that would be inconsistent with the Approved Scope of Work as stipulated in Section I. of the Historic Preservation Grant Award Agreement or make any changes that might result in a deviation from the intent of the legislation that authorized the award of the grant. In the event of uncertainty, questions should be referred to the Department for final determination.
4. **Timeliness of Work.** Except as allowed in 5. below, all project work shall be completed and all grant and matching funds shall be expended by the grant end date. The "Final Project Progress & Expenditure Report" shall be submitted within **thirty (30) days following the grant end date.**
5. **Extension of Grant Period.** A one-time thirty (30) day extension of the Grant Period may be granted by the Division. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Division that project work is progressing at a rate that completion is achievable within the extended grant period. **No further extension of the grant period shall be granted.** See Section II. Paragraph E. of the Historic Preservation Grant Award Agreement.
6. **Project Supervision.** The Grantee will assure that competent and adequate professional supervision and inspection are provided and ensure that the completed work conforms to the approved standards and specifications.
7. **Conflict of Interest.** The Grantee shall comply with the laws of the State of Florida governing conflict of interest and standards of ethical conduct. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds unless specifically authorized in writing by the Department prior to expenditure of said grant funds.
8. **Dual Compensation.** If a Grantee staff member or consultant is involved simultaneously in two or more projects supported by State or Federal funds, and compensation on either project is based upon percentage of time spent, he or she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement.
9. **Contingent Fees.** No person, agency, or other organization may be employed or retained to solicit or secure a grant or contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition, the Department shall have the right to annul the grant without liability or, at its discretion, to deduct from the grant or otherwise recover the full amount of such commission, percentage brokerage or contingent fee, or to seek such other remedies as may be legally available.

10. **Use of Individual Consultants.** No project funds shall be used for the payment of fees to individual consultants without the written authorization of the Department. The procurement of individual consultant services must be justified and documented in accordance with the Administrative Instructions for Historic Preservation Project Accountability contained in Part II herein. In no case will consultant fees over and above regular salary be paid to employees of the Grantee organization or of professional firms or organizations whose services have been properly procured by the Grantee for the project. The Grantee will not use any project funds to pay travel expenses of employees of the Florida Department of State or Federal government for lectures, attending program functions, or any other activities in connection with the project.
11. **Civil Rights Compliance.** The Grantee will assure that the project is administered in conformance with the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, and the *Age Discrimination Act of 1975*, as amended. Title VI of the *Civil Rights Act of 1964* states that no person will, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the *Rehabilitation Act of 1973* requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. The *Age Discrimination Act of 1975* prohibits discrimination on the basis of age under any program or activity receiving Federal financial assistance. Every grantee is required to submit a Civil Rights Assurance of Compliance Form. No grant awards may be made without a Civil Rights Assurance of Compliance Form on file.
12. **Discrimination in Employment Prohibited.** In all hiring or employment in connection with the project, each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. In addition, no qualified person shall, on the basis of disability, be subject to discrimination in employment in the grant assisted project. These requirements apply to, but are not limited to, the following: employment, promotion, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee and its consultants or contractors will comply with all applicable statutes and Executive Orders on equal employment opportunity and grant awards will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions.
13. **Religious Institutions.** If the project involves a place of worship or faith-based organization or property, the Grantee will assure that neither the execution of nor the public benefit resulting from the project require involvement or participation in religious services or activities.
14. **Political Activities.** No expenditure of project funds may be made for the use of equipment or premises for political purposes, sponsoring or conduction of candidate's meeting(s), engaging in voter registration or voter transportation activity, or other partisan political activities.
15. **Hatch Act.** No officer or employee of the State whose principal employment is in connection with any activity which is financed in whole or in part with grant assistance shall take part in any of the political activity proscribed in the *Hatch Political Activity Act, 5 USC 1501 et. seq.*, as amended, with its stated exceptions.
16. **Lobbying Activity.** No part of the project funds shall be used, either directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress or the State Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or the State Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, as proscribed in *18 USC 1913*.

17. **Safety Precautions and Liability.** The Department assumes no responsibility with respect to accidents, illness, or claims arising out of any work performed under a grant supported project. The Grantee is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State or Federal safety standards, including those issued pursuant to the *National Occupational Safety and Health Act of 1970* (see *20 CFR 1910*).
18. **Reports, Records, and Inspections.** The Grantee will submit financial, project progress, evaluation, and other reports as required by the Department and will maintain such property, personnel, financial, and other records and accounts as are deemed necessary by the Department to assure proper accounting for all program funds. The Grantee, its consultants and contractors will permit on-site inspections by Department representatives and will effectively require employees to furnish such information as, in the judgment of the Department representatives, may be relevant to a question on compliance with grant conditions and the effectiveness, legality, and achievements of the program.
19. **Examination of Records.** The Secretary of State of the State of Florida and the State Auditor General, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the Grantee that are pertinent to the grant at all reasonable times during a period of five years following completion of the project, or until all claims or audit findings have been resolved.
20. **Disclosure of Information.** The Historic Preservation Grant Award Agreement may be canceled by the Department without prior notices for refusal by the Grantee to allow public access to all documents, papers, letters or other material relating to the project, in accordance with the provisions of *Chapter 119, Florida Statutes*, and with the *Freedom of Information Act, 5 USC 552* as amended by *Public Law No. 104-231, 110 Stat. 3048*.
21. **Rights to Data and Copyrights.** When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting there from shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the Grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
22. **Compliance with Environmental Protection Laws and Regulations.** No project funds shall be used for project work involving ground disturbance, modification of land use patterns, new construction, or other known or potential alteration of the natural environment that does not conform to State and Federal laws and regulations relating to protection of the natural environment, including but not limited to the *National Environmental Policy Act of 1969*, as amended, *42 USC 4321 et. seq.*, establishing national policy goals and objectives for protecting and enhancing the environment.
23. **Energy Conservation.** The Grantee shall promote energy conservation and utilize to the maximum extent practicable the most energy efficient equipment, materials, construction methods, and operating procedures available in the accomplishment of project work.
24. **Convict Labor.** The Grantee or its contractors may utilize the labor of State prisoners in authorized work release, parole or probation programs in the accomplishment of work. In accordance with *Executive Order 11755*, as amended no person undergoing a sentence of

imprisonment at hard labor shall be employed on grant assisted project work. Convict labor shall be recorded in the Project Progress & Expenditure Report and shall be supported by a signed statement from the supervising individual, attesting to the number of laborers and the number of donated hours.

25. **Minority Businesses.** The Grantee shall encourage greater economic opportunity for minority business enterprises, as defined in *Section 288.703, Florida Statutes*, in accomplishment of project work. To the maximum extent possible, the Grantee and its consultants or contractors will take affirmative steps to assure that minority businesses are used as sources of supplies, equipment, construction, and services. Affirmative steps shall include but not necessarily be limited to the following:
- a. Inclusion of qualified minority businesses on solicitation lists;
  - b. The assurance minority businesses are solicited whenever they are identified as potential sources;
  - c. The division of total requirements, when economically feasible, into small tasks; or quantities to permit maximum participation of minority businesses;
  - d. The establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses; and
  - e. Utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
26. **Requirements for Survey Reports, Publications and Media Project Products.** All projects resulting in a written or published report or other publication, and for projects that result in production of a video, DVD or other non-print media product shall contain the following acknowledgement of funding assistance and content disclaimer:

**For Federally Funded Projects:** *This project [publication] has been financed in part with historic preservation grant assistance provided by the National Park Service, U.S. Department of the Interior, administered through the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Florida Historical Commission. However, the contents and opinions do not necessarily reflect the views and opinions of the Department of the Interior or the Florida Department of State, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Florida Department of State. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, age, national origin, religion, sex, disability, or sexual orientation in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, U. S. Department of Interior, National Park Service, 1849 C Street, NW, Washington, DC 20240.*



## PART II

### Administrative Instructions for Historic Preservation Project Accountability

These instructions are intended to assist historic preservation grant recipients in meeting the accounting and public benefit requirements of the historic preservation grants-in-aid programs administered by the Department.

#### Grantee Administrative and Reporting Requirements

Grantees are responsible for maintaining financial records and project progress reports as outlined below. These records and reports shall be retained for a period of five (5) years following completion of the project, or until such time as any litigation, claims, or audit questions arising from examination or audit initiated prior to expiration of the five year period are finally resolved.

All Grantee project records and reports are subject to public disclosure under the provisions of *Chapter 119, Florida Statutes*, and the *Freedom of Information Act, 5 USC 552* as amended by *Public Law 104-231, 110 Stat. 3048*.

- A. Financial Records.** Financial records must be adequate to account for the receipt and expenditure of all project funds, and to demonstrate compliance with required procedures. Grantee financial records are subject to audit by State auditors. Inadequate, incomplete or incorrect project financial records may result in ineligibility for grant assistance. Financial records shall include, but are not limited to:
1. **Documentation of Project Expenditures.** Project expenditures are direct cash value project costs that are reimbursable, are paid for using grant assistance provided by the Department, and cash value or in-kind contributions to the required match. Department grant assistance is authorized for payment of 50% of allowable project costs, within the dollar limits of the grant, as specified in the Historic Preservation Grant Award Agreement. Grantee financial records shall include complete documentation pertaining to the application for grant assistance, the award of the grant, the Historic Preservation Grant Award Agreement, and the receipt and deposition of grant funds.
  2. **Match.** Match may be provided in the form of cash expenditures or the value of materials and services donated in-kind for use in the direct accomplishment of authorized project work (see Allowable Project Costs in Part I above). Match may be derived from any other sources available to the grantee, with the following exceptions: (a) Funds from other Federal funding programs cannot be used to match grant assistance funds derived from the Federal Historic Preservation Fund apportionment to the State of Florida. (This restriction does not apply to Community Development Block Grants, Urban Development Action Grants, or Revenue Sharing Funds). (b) State funds from grants awarded by any division within the Department cannot be used to match grant assistance from funds appropriated by the Florida Legislature.
    - a. Grantee financial records shall clearly identify the source, amount, and date of receipt of all cash funds and donated values applied to the project. Receipts shall be recorded as they occur.
    - b. Donated services shall be valued at the Federal minimum wage rate, unless the services donated are those normally provided by the donor in his or her profession or trade, in which case they may be valued at rates consistent with those paid for similar work in the local labor market area.

- c. Donated materials shall be valued at the donor's cost or the fair market value at the time of donation, whichever is less.
3. **Required Procurement Procedures for Obtaining Goods and Services.** Be sure that your organization provides maximum open competition when procuring goods and services related to your grant-assisted project. Every effort must be made to use small business firms, minority owned firms, women's business enterprises, and labor surplus areas.
- a. **Instructions for Procurement of Goods and Services for Smaller Projects (Including Professional Services and Construction) for Individual Purchases or Contract Amounts not Exceeding \$20,000.00.** For individual purchases or contract amounts not exceeding \$20,000, the Grantee must use the applicable procurement method described below:
    - (1) **Small Purchase Procedures I (Purchases Up to \$2,500).** Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
    - (2) **Small Purchase Procedures II (Purchases or Contract Amounts Between \$2,500 and \$20,000).** Goods and services costing between \$2,500 and \$20,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals, or other appropriate procurement document, provided that you:
      - (a) Receive written or documented verbal quotes or proposals from two (2) or more competitors;
      - (b) Develop and implement a process for evaluating proposals and document application of that process for selection (e.g., for construction work, your selection may be based on the lowest responsible proposal amount, while for professional services, selection should be based on task-specific criteria and committee review and ranking of proposals).
      - (c) Provide prospective vendors with a basic description of the goods and services required; and
      - (d) Secure written approval from the Department **prior to acceptance of proposal or execution of contract.**
  - b. **Instructions for Procurement of Goods and Services (Including Architectural, Engineering and other Consultant Services) for Contracts Exceeding \$20,000.** For individual contract amounts exceeding \$20,000, the Grantee must use the applicable procurement method described below:
    - (1) **Competitive Selection (\$20,000 - \$35,000).** Goods and services greater than \$20,000 but less than \$35,000 must be procured in the following manner:
      - (a) For procurement of professional services, solicit written qualifications submissions from two (2) or more competitors;
        - (i) Identify all significant evaluation factors and their relative importance in the request for qualifications.
        - (ii) Indicate in solicitation that public funds are involved.
        - (iii) Develop and distribute detailed project specifications with the solicitation.

- (iv) Establish a review committee to evaluate and rank qualification submissions;
  - (v) Select the most qualified competitor based on the established evaluation criteria (Option: Conduct an initial ranking to "short list" competitors and interview the top three for final ranking);
  - (vi) Enter into contract negotiations with the top ranked competitor. If negotiations are unsuccessful with this competitor, proceed to the next ranked competitor.
- (b) For procurement of goods and services other than professional services, solicit written quotes from two (2) or more competitors;
- (i) Indicate in solicitation that public funds are involved.
  - (ii) Develop and distribute detailed project specifications with the solicitation.
  - (iii) Select the responsible and responsive vendor that submits the lowest responsive bid.
  - (iv) Draft contract which incorporates the vendor's proposal and the detailed project specifications referenced in ii. above.
- (c) Secure written approval from the Department **prior to execution of contract.**
- c. **Competitive Negotiation (\$35,000 and up) for Architectural, Engineering, Landscape Architecture, Surveying and Mapping Services Only.** Architectural, engineering, landscape architecture, surveying and mapping services in excess of \$35,000 must be procured in the following manner. For procurement of all other types of goods and services in excess of \$35,000, see d. and e. below.
- (1) Advertise with a Request for Qualifications (RFQ) to secure qualification submittals for professional services from two or more competitors;
    - (a) Publicize the request through notices in local newspapers of general circulation or trade journals, in addition to individual solicitations.
    - (b) Identify all significant evaluation factors and their relative importance in the request for qualifications.
    - (c) Indicate in RFQ that public funds are involved.
  - (2) Establish a review committee to evaluate and rank qualification proposals;
  - (3) Conduct an initial ranking based on the established evaluation criteria to "Short list" competitors and interview the top three for final ranking;
  - (4) Post ranking and intent to enter into contract with the top ranked competitor for 72 hours before initiating contract negotiations.
  - (5) Enter into contract negotiations with the top ranked competitor. If negotiations are unsuccessful with this competitor, proceed to the next ranked competitor;
  - (6) Secure written approval from the Department **prior to execution of contract.**

**Please Note:** Departments or agencies of the state and units of county, municipal or other local government must always procure professional architectural, engineering, landscape architectural, or land survey and mapping services in accordance with the provisions of the *Consultants Competitive Negotiations Act*, Section 287.055, Florida Statutes.

- d. **Instructions for Procurement Using Competitive Sealed Bids (Procurement of Commodities and Services Exceeding \$35,000).** Except as noted in 3.a. and 3.b. above, and 3.e. below, contracts for procurement of commodities and services (exclusive of architectural, engineering, landscape architecture, surveying and mapping services) shall be undertaken on the basis of sealed bids.
- (1) Sealed bids shall be solicited through formal advertisement in a newspaper of local or area circulation including:
    - (a) A statement of the contractual services required, and notice of the time and place of public bid opening;
    - (b) Instructions on how to obtain detailed bid documents or procurement specifications (which must include all contractual terms and conditions applicable to the procurement); and
    - (c) A statement that public funds are involved.
  - (2) Select the responsible and responsive vendor that submits the lowest responsive bid.
  - (3) Post ranking and intent to enter into contract with the selected vendor for 72 hours before formalizing selection.
  - (4) Draft contract which incorporates the vendor's offer and the detailed project specifications referenced in (2) above.
  - (5) Secure written approval from the Department **prior to execution of contract.**
- e. **Instructions for Procurement Using Competitive Sealed Proposals (Procurement of Goods and Services Exceeding \$35,000).** This process shall be used for procuring consultant services other than architectural, engineering, landscape architecture, surveying and mapping (see 3.c. above) exceeding \$35,000.
- (1) The request for proposals must include a statement of the contractual services required; the time and date for the receipt of proposals and of the public opening;
  - (2) All contractual terms and conditions applicable to the procurement shall be included in the request for proposals, including the proposal evaluation criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated.
  - (3) Post ranking and intent to enter into contract with the selected vendor for 72 hours before formalizing selection.
  - (4) A contract will be awarded to the responsible and responsive vendor whose proposal is determined to be the most advantageous to the Grantee, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.
  - (5) Secure written approval from the Department **prior to execution of contract.**

- f. **Qualification of Consultants and/or Contractors.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. Grantees shall require, as a part of the bid or proposal package submitted by prospective consultants and/or contractors, documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
- (1) Resumes of academic training and employment in the applicable field;
  - (2) Evidence of possession of required licenses or business permits; and
  - (3) Evidence of any previous experience in projects of a similar nature, especially projects requiring compliance with the standards cited in Section II. Paragraph T. of the Historic Preservation Grant Award Agreement.
- g. **Contract Provisions.** In addition to provisions defining a sound and complete procurement contract, the Grantee shall ensure that the following contract provisions or conditions are included in all procurement contracts and subcontracts relating to the project (also refer to Section V. Paragraph A. of the Historic Preservation Grant Award Agreement):
- (1) Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
  - (2) All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
  - (3) All contracts and subcontracts awarded by the Grantee and its primary contractors shall assure equal employment opportunity.
  - (4) All contracts (except those awarded by small purchases procedures) awarded by grantees shall include a provision to the effect that the Grantee, the Department, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for five years after grantees make final payments and all other pending matters are closed.
  - (5) All contracts involving the research, preparation, and publication of data shall include notice of the conditions relating to copyrights contained in Part I, Section A, Paragraph 21 on page 6 of this document.
- h. **Contract Pricing**
- (1) Procurement by small purchase procedures or competitive negotiation methods may be priced on either a fixed-fee or cost reimbursable basis.
  - (2) Procurement by the competitive sealed bid method shall be priced on a firm-fixed-fee basis.

- (3) Contracts for goods and services based on cost-plus-percentage-of-cost or percentage-of-construction-cost contracts are **not allowable** for grant-assisted work.

i. **Procurement Documentation to be Submitted to the Department.** The Grantee shall submit the following items to the Department as evidence of compliance with procurement procedures **prior to the execution of any contract** for project work:

- (1) Copies of the solicitation for proposals or invitation to bid and all applicable bid documents, including construction plans and specifications, if required - to be submitted upon distribution or publication;
- (2) A summary of proposals or bids received and the basis for professional, consultant or contractor selection - to be submitted upon completion of the selection process; and
- (3) A copy of the contract - to be submitted for review and approval by the Department **prior to execution**. A copy of the executed contract is to be submitted to the Department following approval and execution.

B. **Project Progress and Expenditure Reports.** The Grantee shall submit a Project Progress & Expenditure Report (incorporated herein by reference and available online at <http://www.flheritage.com/grants/>) to the Department at the end of each quarter within the grant period except for the final quarter in which the Grantee shall instead submit a Final Project Progress and Expenditure Report. Project Progress and Expenditure Reports must be submitted quarterly for the duration of the project, regardless of the type of project or whether funds have been expended.

1. **Determination of Allowable Project Costs.** The total project cost submitted by the Grantee might contain expenditures that are not allowable in determining the eligible costs in accordance with the provisions of the Historic Preservation Grant Award Agreement. The Department will review each Project Progress and Expenditure Report, and make its determination of the eligible expenditures on the basis of the following criteria:

a. **Allowable Project Costs.** Allowable project costs shall include:

- (1) Costs incurred by contract for procurement of goods and services consistent with the Approved Scope of Work in Section I of the Historic Preservation Grant Award Agreement;
- (2) Costs incurred by properly documented small purchase procedures;
- (3) Costs incurred by the Grantee for the following items applied directly to elements of the Approved Scope of Work in Section I. of the Historic Preservation Grant Award Agreement:
  - (a) Accounting: the cost of establishing and maintaining interest-bearing financial accounts directly relating to the Project;
  - (b) Auditing: audit costs only as required by the Florida Single Audit Act (see Section IV. of the Historic Preservation Grant Award Agreement and Attachment B hereto).
  - (c) Communications: specific charges for telephone or other communications services;

- (d) Employee salaries and benefits (only if included in the original grant application for the Project and only if documented by the Grantee to be specifically applicable to one or more items within the Approved Scope of Work);
  - (e) Materials and supplies;
  - (f) Procurement services: the cost of advertising, solicitation, processing, and administration of procurement contracts;
  - (g) Reproduction: the cost of limited reproduction of reports, forms, and project documents; and
  - (h) Travel: Travel costs will be allowed only if requested and approved during the application review process and if included in the Approved Scope of Work. If travel is approved, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes*. *Per diem* or other reimbursement for meals is not an allowable grant expenditure.
- (4) The properly documented value of donated services and materials (see Subparagraph 3.(c) below).
  - (5) The properly documented value of volunteer services directly relating to the accomplishment of the Project (volunteer work must be for one or more items included in the Approved Scope of Work – see Subparagraph 3.a. below).
- b. **Non-allowable Project Costs.** Costs not allowable as grant-assisted work or match contribution shall include:
- (1) Expenditures for work not included in the Approved Scope of Work of the Historic Preservation Grant Award Agreement;
  - (2) Costs of goods and services not procured in accordance with required procurement procedures;
  - (3) Expenses incurred or obligated prior to or after the grant period (exception: emergency repairs as approved by the Division consistent with subsection 1A-39.009(3) of rule 1A-39, F.A.C.);
  - (4) Expenditures for work not consistent with the applicable preservation standards (see Section II, Paragraph T in the Historic Preservation Grant Award Agreement);
  - (5) Expenditures for Furniture and Equipment, unless specifically authorized as a part of a grant project and included in the Approved Scope of Work;
  - (6) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
  - (7) Private entertainment, food, beverages, plaques, awards, or gifts;
  - (8) Costs or value of donations or in-kind contributions not documented in accordance with the provisions of the Historic Preservation Grant Award Agreement;
  - (9) Project Administrative Expenditures which exceed 10% of the grant award amount;

- (10) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2000, or under section 267.031, *Florida Statutes*;
  - (11) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
  - (12) Grantee operational support (i.e., organization salaries, travel, supplies) (Note: project-specific travel costs may be allowed if requested and approved during the application review process and if included in the Approved Scope of Work);
  - (13) Vehicular circulation and parking (Exception: provision of code-required handicapped parking pad and walkway);
  - (14) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Approved Scope of Work);
  - (15) Capital improvements to non-historic properties;
  - (16) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
  - (17) Code-required accessibility improvements for religious properties;
  - (18) Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance); and
  - (19) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required only for the grant period to complete the Project and said equipment is included in the Approved Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term.
2. **Documentation of Expenditures.** Each quarterly Project Progress and Expenditure Report and the Final Project Progress and Expenditure Report must include documentation of payment for each cash expenditure claimed during the reporting period.
- a. Grantees shall provide a detailed listing of each expenditure in the Cash Expenditure section of these reports, which contain the following information:
    - (1) Check number; or if a cash payment, a copy of the paid receipt must be submitted;
    - (2) Check date or date of cash expenditure; expenditures overlapping the grant period must be prorated;
    - (3) The name of the payee or vendor for each expenditure paid by cash or check;
    - (4) The expenditure amount;



- (5) The Approved Scope of Work category to which the goods or services contribute (see Section I. of the Historic Preservation Grant Award Agreement); and
  - (6) The purpose of each expenditure; stated clearly and in sufficient detail for the Department to determine if the expenditure is allowable.
- b. The Grantee shall provide the following documentation of payment of expenditures listed in the Cash Expenditure section of the quarterly Project Progress and Expenditure Report and the Final Project Progress and Expenditure Report.
- (1) Copies of contractors' invoices itemizing the materials delivered, services rendered, work items completed, **and** the following forms of proof of payment by the Grantee:
    - (a) Copies of signed and dated receipts from the contractors/suppliers showing the date payments were received and the amounts received; **and**
    - (b) Copies of the front and back of the canceled checks; or
    - (c) Exception: In cases when receipts and cancel checks cannot be provided, alternative documentation of proof of payment shall be provided as determined acceptable by the Department. Examples include: purchase orders, vendor logs, payment ledgers, etc.
    - (d) Exception: Invoices for all expenditures must be included in the Final Project Progress and Expenditure Report but proof of payment shall not required for request of the 10% retainage amount. Such proof of payment must be submitted to the Division within 30 (thirty) days after the date of issuance of the state warrant for the final grant payment.
  - (2) For authorized employee salaries (see Part II, Subparagraph B.1.a.(3)(d) above), the following expenditure documentation is required:
    - (a) A copy of the log indicating the dates and hours devoted to authorized project work signed by both the employee and his or her supervisor or the designated Project Manager; and
    - (b) Copies of payroll registers for all pay periods claimed for each employee **or** the front and back of canceled checks for all pay periods claimed for each employee.
3. **Documentation of Donated Materials and Services.** The value of donated materials and volunteer services is not eligible for reimbursement by grant funds, but is allowable in determining the Grantee's match.
- a. For donated materials and services, the documentation indicated below is required.
    - (1) Identification of each individual donating services or materials;
    - (2) Description of the work accomplished or type and amount of material donated;
    - (3) Approved Scope of Work category to which the services contribute (see Section I of the Historic Preservation Grant Award Agreement);
    - (4) The number of hours worked by each volunteer during the reporting period;

- (5) Basis for hourly value of work for each volunteer:
    - (a) **Federal Minimum Wage** at the time of donation for *federally-funded* grant projects; **or**
    - (b) If the services donated are those normally provided by the donor in his or her profession or trade, they may be valued at rates consistent with those paid for similar work in the local labor market area. Attach a signed statement from the individual listing his/her qualifications to justify the higher donated value rate.
  - (6) Volunteer services documentation for groups of volunteers or for documentation of multiple volunteer work sessions may be entered into a volunteer log containing the above information. Ensure that each work entry is signed by each volunteer. The Project Manager must sign all such documentation to confirm its accuracy.
  - (7) The total value of the volunteer services for the reporting period.
  - (8) For donated materials, the donor must document their fair market value in a written signed statement, which is also signed by the designated Project Manager.
4. **Additional Documentation to be Included in Project Progress and Expenditure Reports.** In addition to the documentation indicated in B.2. and B.3. above, each quarterly Project Progress and Expenditure Report shall include:
- a. A brief description of work accomplished in the previous three months;
  - b. A description of any unusual problems or conditions encountered or any unusual methods, materials, or techniques employed;
  - c. Copies of required documents (contracts, press releases, etc.) as applicable; and
  - d. For construction projects, photographic documentation of construction work in-progress or completed work shall be included.
5. **Final Project Progress and Expenditure Report.** To be submitted within 30 days following completion of all project work. In addition to the documentation indicated in B.2., B.3. and B.4. above, this report shall also include:
- a. A description and explanation of any variations between the planned project work and that actually accomplished;
  - b. A description and explanation of any significant differences between the planned project budget and the actual project costs;
  - c. Final products as specified in the Approved Scope of Work (Section 1 of the Historic Preservation Grant Award Agreement);
  - d. Photographic documentation of completed construction work; and
  - e. Required audit documents.

**C. Reports Required for Research and Documentation Survey Projects.** In addition to the Project Progress & Expenditure Reports described in Section B. above, the following reports and forms are required for historic and archaeological survey projects:

1. **Draft Survey Report.** The Grantee shall submit a Draft Survey Report to the Department's Grants Section no later than sixty (60) days prior to the end of the grant period.
  - a. The Grants Section shall review all Draft Survey Reports for compliance with the *Archaeological and Historical Report Standards and Guidelines, Chapter 1A-46, Florida Administrative Code*, and transmit the results of the review to the Grantee. The Grantee shall ensure that necessary revisions identified in the Grants Section review are incorporated into the Final Survey Report.
  - b. The Draft Survey Report is to be organized by and shall include all applicable items on the 1A-46 checklist (see a. above). A signed and checked copy of the checklist must accompany the Draft Survey Report. The checklist will form the basis for Department review of the draft.
  - c. The Draft Survey Report submission must include five "sample" Florida Master Site File forms, each accompanied by a street map, a USGS map and printout of a digital photograph.
  - d. During the 60 days following submission of the Draft Survey Report, submission of additional drafts or revisions may be required to secure Department approval for submission of the Final Survey Report, which will be due no later than 30 days following the end of the grant period.
  - e. Clearance for submission of the Final Survey Report will be granted no later than the ending date of the grant period.
2. **Final Survey Report.** The Grantee shall submit a Final Survey Report to the Department's Grants Section no later than thirty (30) days following the end of the grant period. After review for completeness and sufficiency, the Grants Section shall forward the Final Survey Report to the Florida Master Site File.
  - a. **Survey Log Sheet.** The Grantee shall obtain the most recent version of the Survey Log Sheet by contacting the Florida Master Site File. The Survey Log Sheet is to be completed by the Grantee or its consultant and submitted to the Department's Grants Section with the Final Survey Report.
  - b. **Florida Master Site File forms.** If standing structures are recorded, a Historical Structure Form must be completed for each structure. If archeological sites are recorded, an Archaeological Site Form must be completed for each site. Separate forms for Historical Cemeteries, Historical Bridges, Underwater Archeological Sites and Shipwrecks are also available and must be completed if such resources are investigated. The Grantee shall obtain the most recent version of these forms by contacting the Florida Master Site File. All completed Florida Master Site File Forms shall be submitted to the Department's Grants Section with the Final Survey Report. After review for completeness and sufficiency, the Grants Section shall forward the completed forms to the Florida Master Site File.

**D. Reports Required for Research and Documentation Preservation Planning Projects.** In addition to the Project Progress & Expenditure Reports described in Section B. above, a draft of the final product will be submitted to the Department no later than sixty days (60) prior to the end of the grant period. Based on Department review of the draft(s), supplemental reports or drafts of the final product may be required to be submitted for preservation planning projects depending on the nature and scope of the individual project.

- E. Reports Required for Interpretation and Education Projects (Includes Community Education Projects).** In addition to the Progress & Expenditure Reports described in Section B. above, a draft of the final product shall be submitted to the Department no later than sixty days (60) prior to the end of the grant period. Based on Department review of the draft, supplemental reports or drafts of the final product may be required to be submitted for community education projects depending on the nature and scope of the individual project.

**2012 State of Florida Preserve America Historic Preservation Grants**

**ATTACHMENT B**

Grant Number 12PA05

Project Name: Key West Historic Preservation Forum

**FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

**AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must

be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.flds.com/>

Federal Office of Management and Budget Circulars Index  
<http://www.whitehouse.gov/omb/grants/index.html> - circulars

Governor's Office Initiatives, Florida Single Audit Act  
<http://www.myflorida.com/myflorida/government/govnorinitiatives/fsaa/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

**PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office  
 Room 401, Pepper Building  
 111 West Madison Street  
 Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

#### **EXHIBIT 1**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants, CFDA Number 15.929  
 Award Amount: 10440 (ten thousand, four hundred forty dollars).



COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**As contained in the Compliance Supplement to CFDA Number 15.929.**

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

City of Key West

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Signature of Authorized Official

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Typed Name and Title of Authorized Official

**Historic Preservation Grant Award Agreement**  
**2012 Preserve America State of Florida Matching Grants**  
**Grant No. 12PA05**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **City of Key West**, hereinafter referred to as the Grantee, relative to the **Key West Historic Preservation Forum Project**, hereinafter referred to as the Project.

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of *Section 267.0617, Florida Statutes*. The Grantee has applied for grant-in-aid assistance for the Project. The Grantee's grant application, incorporated by reference, has been reviewed and approved in accordance with *Chapter 1A-39 Florida Administrative Code*, which regulates Historic Preservation Grants-in-Aid. Pursuant to the terms of Grant Agreement No. 12-10-AP-5037, a Fiscal Year 2010 Preserve America grant awarded to the Florida Department of State by the United States Department of the Interior, National Park Service in August 1, 2010, the Department enters into this Agreement with the Grantee under grant number 12PA05, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **\$10,440 (ten thousand, four hundred forty dollars)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

I. The Project shall include the following **Approved Scope of Work**:

The grantee will hold a two-day historic preservation forum to be held in the historic Old Key West City Hall. In addition to its focus on Key West's resources, the training event will also be geared toward the historic preservation needs of the South Florida region. The forum, whose main themes will be economic development and review and compliance, will also be geared for the attendance of architects, engineers, and contractors, in addition to historic preservation advocates and historic restorers. Members of the Key West Architectural Review Board will attend the forum as a key professional development opportunity. Specific training topics will include: how to review projects based on the Secretary of the Interiors' Standards, historic buildings and Florida building code standards, and the use of historic preservation efforts to enhance tourism and economic development. Historic preservation professionals affiliated with national and statewide historic preservation organizations will serve as forum speakers/presenters. Grant and match activities will be limited to the following:

- a) Speakers fees, travel costs, and hotel stay (not including food or drink) for forum speakers/presenters
- b) Advertising and marketing of the forum in Key West and nearby counties including Miami-Dade, Broward, and Palm Beach counties
- c) Forum venue usage
- d) Televising of the forum in local media
- e) Project management by the city's historic preservation planner
- f) Progress and Expenditure Reports will be submitted to the Department on a quarterly basis and all proposals and contracts for consultant services shall be submitted by the Grantee to the Department for review and approval, prior to the execution of the contract, as specified in Attachment A of this agreement.

Any grant product deadlines indicated in this section (excluding Quarterly and Final Project Progress & Expenditure Report deadlines) must be incorporated into the applicable contract for goods and services.

II. Approved Project Budget.

- A. In carrying out individual work items within the Approved Scope of Work, expenditures of grant funds and contributions of match resources shall be consistent with the following **Approved Project Budget**:

<i>Work Item Description</i>	<i>Grant Funds Amount</i>	<i>Match Amount</i>	<i>Match Type</i>	<i>Total Work Item Cost</i>
National Trust for Historic Preservation speaker travel and hotel stay (not including food or drink)	\$1,600	0	NA	\$1,600
Florida Trust for Historic Preservation speaker travel and hotel stay (not including food or drink)	\$1,600	0	NA	\$1,600
National Alliance for Preservation Commissions speaker travel and hotel stay (not including food or drink)	\$1,600	0	NA	\$1,600
Speaker fee for National Trust for Historic Preservation professional	\$1,000	0	NA	\$1,000
Advertising and marketing locally and in surrounding areas	\$4,640	0	NA	\$4,640
Use of Key West Old City Hall for forum venue	\$0	\$1,440	In-kind	\$1,440
Televising of forum on local television station	\$0	\$3,000	In-kind	\$3,000
Project management by city's historic preservation planner	\$0	\$6,000	In-kind	\$6,000
Totals	\$10,440	\$10,440		\$20,880

- B. Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Approved Project Budget with a written explanation for the reason(s) for deviation(s) from the original Approved Project Budget to the Department for review and written approval.

III. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING SMALL MATCHING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment A hereto; *Chapter 1A-39, Florida Administrative Code*; and the following specific conditions:

- A. This grant becomes effective on **July 1, 2011** and ends on **June 30, 2012**. This agreement must be signed by the grantee and received in Department offices by **November 4, 2011** to avoid forfeiture of award. Project initiation (full or partial encumbrance of funds), as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I above, shall occur by **December 1, 2011**, except as allowed in C. and D. below. All grant funds and match shall be expended and all project work shall be completed by **June 30, 2012**, except as allowed in E. below.

- B. The Grantee agrees to submit the Final Products and the "Final Project Progress & Expenditure Report" incorporated herein by reference and available online at <http://www.flheritage.com/grants/info/reports/>, as specified in Attachment A, Part II, Subparagraph B.2., by **July 31, 2012**. The Grantee shall include written documentation of submitted application for Preserve America Community status as per Attachment D with the Final Progress and Expenditure Report. No costs incurred prior to **July 1, 2011** are eligible for payment from grant funds. No costs incurred after **June 30, 2012** are eligible for payment, except as allowed in E. below.
- C. Encumbrance Deadline Extension: A one-time thirty (30) day extension of the encumbrance deadline may be granted by the Department if requested in writing by the Grantee. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Department that full or partial encumbrance of grant funding and the required match by binding contract(s) is achievable by **January 1, 2012**. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than **November 4, 2011**. **No further extension of the encumbrance period shall be granted.** Grant projects for which full encumbrance of grant funding is not accomplished by the extended encumbrance end date will be terminated by the Department and all grant funds not expended by the Grantee in accordance with the provisions of the Historic Preservation Grant Award Agreement by the extended encumbrance period end date will be reallocated in accordance with *Subsection 1A-39.008(16), Florida Administrative Code*.
- D. Encumbrance Deadline Exception: For projects not involving contract services (e.g., archaeological or other research projects conducted by universities, projects conducted by staff within State Parks, or small development projects involving repairs undertaken by volunteers), the grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- E. Grant Period Extension: A one-time thirty (30) day extension of the Grant Period may be granted by the Department if requested in writing by the Grantee. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Department that project work is progressing at a rate that completion is achievable within the extended grant period. The Grantee's written request for extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Historic Preservation Grant Award Agreement. **No further extension of the grant period shall be granted.**
- F. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
- G. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
- H. The Grantee shall designate a Project Contact to serve as liaison with the Department for all administrative requirements set forth in this Agreement. The designated Project Contact for the Project is:

Project Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

- I. The Grantee shall submit a Project Schedule to the Department by **December 1, 2011**. The Project Schedule shall include but not be limited to the estimated milestone dates required for timely project completion. It shall be the responsibility of the Grantee to provide Department grants staff with timely update of the Project Schedule if adjustment becomes necessary.
1. For **Training Projects**: Date(s) of consultant/vendor solicitation; date(s) of consultant/vendor contract execution; dates of venue(s) formal selection and/or contract execution; dates of submission of draft product(s) to the Department, including handbooks and other educational materials for trainees, for review and approval (must be at least 30 days before date of corresponding training activities); date of submission of final product(s); dates of all training activities, including workshops, lectures, and receptions, as applicable; and date of grantee application for Preserve America Community status (may not be later than **June 30, 2012**) as per Attachment D.
  2. For **Research and Documentation Projects (includes Archaeological and Historical Survey projects)**: Date of consultant RFP/RFQ solicitation; date of consultant selection; date of consultant contract execution; date of initiation of fieldwork; date of completion of fieldwork; date of submission of draft product(s) to the Department for review and approval (may not be later than June 30, 2012); date of submission of final product(s) (may not be later than July 31, 2012); and date of grantee application for Preserve America Community status (may not be later than June 30, 2012) as per Attachment D.
  3. For **Interpretation and Education Projects (includes Community Education projects)**: Date of consultant/vendor solicitation; date of consultant selection; date of consultant contract execution; date of manuscript completion; date of graphic design completion; date of submission of draft product(s) to the Department for review and approval (may not be later than June 30, 2012); printing bid date; delivery of final product (may not be later than July 31, 2012); and date of grantee application for Preserve America Community status (may not be later than June 30, 2012) as per Attachment D.
- J. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, as specified in Attachment A, Part II, Subparagraph A.3.g. (3); and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- K. The Grantee shall submit complete proposal solicitation documents, including specifications, to the Department for review and approval prior to the execution of any contracts.
- L. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
- M. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.

- N. The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of *Chapter 119, Florida Statutes*, and made or received by the Grantee in conjunction with this Agreement.
- O. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's prior written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes*. Per diem for meals is not an allowable grant expenditure or contribution to the required match.
- P. The Grantee recognizes that the State of Florida, pursuant to *Section 212.08(6), Florida Statutes*, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.
- Q. The Department's performance and obligation to pay under this Agreement is contingent upon an apportionment by the U.S. Department of Interior, National Park Service. In the event that the federal funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a federal revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.
- R. All project work must be conducted in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation**, available online at <http://www.nps.gov/history/standards.htm>.
- S. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, disability, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
- T. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- U. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.
- V. The products of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.
- IV. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures, documented by complete Project Progress and Expenditure Reports, equal or exceed the amount of donated values, up to a maximum payment of **\$10,440 (ten thousand, four hundred forty dollars)**. If the donated values exceed the amount of cash expenditures, the Department shall only pay the Grantee for 100% of actual cash expenditures up to a maximum payment of **\$10,440 (ten thousand, four hundred forty dollars)**.
- A. Grantees shall request disbursement of grant funds on a reimbursement basis. **Requests for payment must be submitted in writing to the Department by the Grantee on the Payment Request Form (Form HR3E1208PRF.)**

1. The Grantee shall request reimbursement of expenditures as documented in each required Quarterly Project Progress and Expenditure Report. **All requests for reimbursement must document expenditure of match resources in substantially equal portion to grant funds expended for the reporting period.** More frequent Project Progress and Expenditure Reports may be submitted if a shorter reimbursement schedule is necessitated by rapid Project progress and/or a higher rate of expenditure. The Final Installment (10% of the grant award amount) is a retainage amount, which

may be requested by the Grantee upon completion of the Project and will be released by the Department only after receipt, review and approval of (a) any final Project products required in the Approved Scope of Work, (b) the Final Project Progress and Expenditure Report (included in DHR Form HR3E1208PERSM), and (c) submission of documentation demonstrating that the grantee applied for Preserve America Community status by formal program application to the Advisory Council on Historic Preservation in good faith effort as per Attachment D. The Final Project Progress and Expenditure Report must clearly document Grantee expenditure of the full amount of the grant award and the full match amount. For the purpose of this provision, "expenditure" shall mean that all goods and services have been delivered, invoiced, and approved by the Department. While proof of payment is not required for request of the 10% retainage amount, such proof of payment must be submitted to the Department within thirty (30) days after the date of issuance of the state warrant for the final grant payment.

2. The disbursement schedule shall be subject to any special conditions required by the U.S. Department of Interior, National Park Service. **The Department reserves the right to withhold payment if the Grantee fails to provide Quarterly Project Progress and Expenditure Reports or is otherwise found to be in violation of any term(s) of this Agreement or other Agreements with the Department.**
  3. The Grantee shall submit a complete a Quarterly Project Progress and Expenditure Report each quarter on the schedule provided by the Department for the duration of the Project. All such reports shall provide accurate information regarding the status of project work, as well as accurate funding and match expenditure information. Reports that are incomplete or do not contain accurate information will not be approved and further grant payment requests will not be processed.
  4. The Department shall evaluate all payment requests based on the status of project work and compliance with the reporting and procurement requirements of this Agreement. Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and approval of the grant assisted work by the Department. The total of grant funds transferred to the grantee following final Project completion, including all funds previously transferred in incremental payments, shall not exceed the amount of the grantee's actual cash expenditures in payment of allowable project costs.
  5. The Department shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the Grant Period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Historic Grant Award Agreement and multiplying the product by the grant award amount indicated in the Historic Grant Award Agreement.
- V. Consistent with the grant funding expenditure threshold indicated in Attachment B, Part II, paragraph 1, each grantee, other than a grantee which is a State agency, shall submit to an audit pursuant to *Section 215.97, Florida Statutes*.
- A. All audits as described above shall be submitted within six (6) months of the close of the Grantee's fiscal year, or within six (6) months of the ending of the Grant Period. All audits or attestations must cover each of the Grantee's fiscal years for which grant funds were received or expended under this Agreement.
  - B. Grantees shall sign and return to the Department one original copy of Attachment B, which refers to the responsibility of the Grantee under the *Florida Single Audit Act*.
  - C. The Grantee shall complete the *Florida Single Audit Act Certification* included in the Quarterly Project Progress and Expenditure Report. Completion of this certification is required for each reporting period for the duration of the Project.

- VI. The Grantee shall submit all contracts for professional services to the Department for review and approval prior to final execution by the Grantee. In addition to the review submissions indicated in Subsection III.A. above, the Grantee shall also submit (a) copies of all contracts for the procurement of goods and services relating to the project work, and (b) copies of all proposed change orders or amendments to said contracts to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- A. The *Special Conditions of Contract* included as Attachment C hereto **shall be included in all contracts for goods and services associated with this Project**. These provisions require that:
1. All consultants, design professionals, contractors and subcontractors comply with federal Equal Employment Opportunity legislation;
  2. All contracts for goods and services include provisions for retention and Department access to Project-related records;
  3. All contracts for goods and services include specification of Project duration; and
  4. All contracts for goods and services include provisions for contract termination in accordance with this Agreement.
- B. These Special Conditions of Contract may be attached and made part of each vendor contract. Alternatively, the provisions in Attachment C hereto may be incorporated into the body of each such agreement.
- VIII. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- XIV. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- X. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- XI. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- XII. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- XIII. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with *Chapter 1A-39, Florida Administrative*



*Code.* If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to *Section 20.06, Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.

XIV. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.

XV. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:

- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually thirty (30) calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
  2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
  3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
  4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within thirty (30) calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with the Division of Historical Resources or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have fifteen (15) calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of

termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.

2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

XVI. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Historic Preservation Grants Program, Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **604 Simontom Street, Key West, Florida 33040** for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.

XVII. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.

XVIII. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

**DEPARTMENT OF STATE**

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ROBERT F. BENDUS  
Director, Division of Historical Resources

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Date

**City of Key West**

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Signature of Authorized Official

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Typed Name of Authorized Official

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Typed Title of Authorized Official

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Date