BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 18, 2002 Division: Administrative Services

Bulk Item: Yes ☒ No ☐ Department: Grants Administration

AGENDA ITEM WORDING: Approval of Attachment B and addendum to the contract with Florida Department of State concerning the grant awarded to perform the Monroe County Historic Buildings Survey Project.

ITEM BACKGROUND: Funds to conduct a Historic Architectural Survey in unincorporated Monroe County. A Final Survey Report will be produced, with one survey log sheet and one copy of Florida Master Site File forms with photos and maps. Attachment B and addendum inadvertently left out of agenda item passed at BOCC meeting August 21, 2002.

PREVIOUS RELEVANT BOCC ACTION: Approval to apply at November 2001 BOCC meeting; approval of contract and Attachment A, without Attachment B and addendum, August 21, 2002.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATION: Approval

TOTAL COST: $26,250.00 BUDGETED: Yes ☒ No ☐

COST TO COUNTY: $13,125.00

REVENUE PRODUCING: Yes ☐ No ☒ AMOUNT PER MONTH_____
YEAR_____

APPROVED BY: COUNTY ATTY ☐ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: _____
James L. Roberts

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: AGENDA ITEM #: C53

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Dept of State, Div of Historical Resources

Effective Date: 08/17/02

Expiration Date: 6/30/03

Contract Purpose/Description: Grant awarded to conduct the Monroe County Historic Buildings Survey Project.

Contract Manager: David P. Owens (Name) | 4482 (Ext.) | OMB/Grants Mgt. (Department)

for BOCC meeting on ~~9/4/02~~ 9/18/02

Agenda Deadline: ~~8/27/02~~ 9/4/02

CONTRACT COSTS

Total Dollar Value of Contract: $13,125.00

Current Year Portion: $13,125.00

Budgeted? Yes XX No

Account Codes: to be assigned

Grant: $0.00

County Match: $0.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $0.00
(Not included in dollar value above)

For:
(eg. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	9-4-02	Yes ☐ No ☑		9-4-02
Risk Management	8-29-02	Yes ☐ No ☑	M. Slavik	8-29-02
O.M.B./Purchasing	8/29/02	Yes ☐ No ☑		8/29/02
County Attorney	8/27/02	Yes ☐ No ☑		8-28-02

Comments:

OMB Form Revised 9/11/95 MCP #2

Historic Preservation Grant Award Agreement
Survey & Planning Grants - Advanced Payment
Grant No. S3075

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **Monroe County**, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the **Monroe County Historic Buildings Survey Project**, hereinafter referred to as the Project, and is entered into this _____ day of _____, 2002, **and shall end on June 30, 2003.**

The Department is responsible for the administration of grant-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 application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **thirteen thousand one hundred twenty five dollars ($13,125.00)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

I. The Project shall include the following authorized project work:

A. **Conduct a Historic Architectural Survey in unincorporated Monroe County. Florida Master Site File forms will be completed or updated on all identified sites. A Survey Log Sheet and Final Survey Report will be produced.**

B. **A draft of the Survey Report and five sample Master Site File forms, including photos and maps as per Attachment B of the Grant Award Agreement, will be submitted to the Department no later then forty-five days prior to the end of the grant period for review and approval.**

C. **Two copies of the Final Survey Report with one Survey Log Sheet and one copy of Florida Master Site File forms with photos and maps, will be submitted to the Department at the end of the grant period as final products.**

II. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment "A", and Chapter 1A-35, Florida Administrative Code, and the following specific conditions:

A. The Grantee agrees to complete the Project by **June 30, 2003** and submit the Final Products and the Final Progress Report and Final Expenditure Report, as specified in Attachment "A", Part II, subparagraph B.2., within 30 days of completion of project work. No costs incurred prior to the commencement date of this Agreement are eligible for payment from grant funds. No costs incurred after the above project work completion date will be eligible for payment unless specifically authorized by the Department before the cost is incurred.

B. 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.

C. 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.

D. 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, 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.

E. The Grantee shall submit complete bid documents, including plans and specifications, to the Department for review and approval prior to the execution of any contract for construction work.

F. 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.

G. 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.

H. 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.

I. 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 written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with Section 112.061, Florida Statutes.

J. 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 which may be provided to it pursuant to this Agreement.

K. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state 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 state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.

L. All project work must be in compliance with the **Secretary of the Interior's Standards for Identification, and Evaluation.**

M. 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, handicap, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.

N. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

O. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.

P. Each grantee, other than a grantee which is a State agency, shall submit to an audit or submit an attestation statement pursuant to Section 216.349, Florida Statutes.

Q. The product 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.

III. 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 equal or exceed the amount of donated values, up to a maximum payment of **thirteen thousand one hundred twenty five dollars ($13,125.00)** 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 **thirteen thousand one hundred twenty five dollars ($13,125.00).**

In order for any expenditure to qualify for payment, it must be properly documented, be for work performed during the term of the Agreement, and for a charge which is reasonable in amount and directly related to and necessary for the completion of the authorized project work.

The total amount as prescribed above shall be made to the Grantee in four quarterly installments. The first three may be made at the beginning of each quarter for which they are allotted. Grantees shall submit the four signed Requests for Advanced Payment Forms (No. HR2E560397, effective 3/97), herein incorporated by reference, with this signed Grant Award Agreement to initiate the grant. The Grantee shall submit to the Department a completed "Progress and Expenditure Report" form for every reporting period of the grant period. Progress and Expenditure Reports shall be received by the Department within 30 days of the ending of a reporting period.

Within 30 days of completion of project work, the Grantee shall submit the completed "Final Progress and Expenditure Report" form to the Department. The last grant payment installment shall be payable during the last quarter for which allotted and upon receipt and verification of the Grantee's Final Progress and Expenditure Report and verification of all previously submitted Progress and Expenditure Reports.

When advance payments have been made by the Department, adjustments for overpayments shall be made quarterly and upon receipt of the Final Progress and Expenditure Report, unless otherwise agreed by the parties. In addition, in the event that all project work which is the subject of this Agreement is not fully completed in both a timely and satisfactory manner, the Department reserves the right to demand and receive full reimbursement of all sums which it has paid the Grantee under 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 the inspection and approval of the grant assisted work by the Department. The Department further agrees to the following conditions:

A. The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

B. The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.

IV. The payment schedule of grant funds shall be subject to the timely filing of required reports and to any special conditions required by the Office of the Comptroller, State of Florida.

Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State. The Grantee shall report interest earnings quarterly, and shall remit the total interest earned at the end of the grant period in the form of a check or money order made payable to the Florida Department of State.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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-35, 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.

X. 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.

XI. 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 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 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 this Division 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 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.

XII. Unless there is a change of address, any notice required by this Agreement shall be delivered to the 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, **Monroe County, 1100 Simonton 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.

XIII. 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.

XIV. 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

_____
JANET SNYDER MATTHEWS, Ph.D.
Director, Division of Historical Resources

MONROE COUNTY

_____
Signature of Authorized Official

_____
Typed Name and Title of Authorized Official

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
ROBERT N. WOLFE
DATE 8-6-02

Historic Preservation Grant Award Agreement

Attachment A

General and Special Conditions Governing Grants and Administrative Instructions for Historic Preservation Project Accountability For Advanced Payment

State of Florida
Department of State,
Division of Historical Resources

June 2000

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. Grants are awarded from funds available in the Historic Preservation Trust Fund established under authority of Section 267.0617, Florida Statutes. These funds 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 projects grants 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.

"Authorized project work" means those activities described in Section I of the 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 grant award agreement.

"Grant period" means the period of time beginning on the effective date of the grant award agreement and ending on the date specified in the 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 local matching share sources, public or private, and whether provided in cash or in-kind.

"Project period" means the period of time beginning on the effective date of the grant award agreement and ending when the project completion report is approved by the Department or on the date otherwise specified in the grant award agreement or any amendment thereto.

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 both to the grantee and to any consultants, contractors, or employees to which grant-in-aid funds are paid. 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 historic preservation in general and local preservation projects, the grantee shall meet the following requirements regarding publicity of his/her project:

   a. At the outset of the project, a news release identifying the project's specifics including source(s) of grant funds, name of the project, along with its nature and benefits to the community shall be sent by the grantee to local print and electronic media.

   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. Satisfactory evidence regarding feature stories shall consist of a copy of any newspaper or magazine articles; or letter(s) from grantees to newspapers, magazines or television stations indicating the grantee has requested such a feature story; or written certification from the grantee to the Department that an effort was made. In any case, if the effort was successful, the grantee shall provide the Department with a copy of any such articles or written statement of when any television story was broadcast.

   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. Finally, 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 the project shall contain acknowledgment of grant assistance, substantially as follows: "This project (or 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 Historic Preservation Advisory Council. 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, national origin, disability, or age 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, National Park Service, 1849 C Street, NW, Washington, DC 20240."

g. **State Funded Projects**: All news releases and promotional materials relating to the project shall contain acknowledgment of grant assistance, substantially as follows: "This project (or publication) has been financed in part with historic preservation grant assistance provided by the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Historic Preservation Advisory Council. However, the contents and opinions do not necessarily reflect the views and opinions of the Florida Department of State, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Florida Department of State.

2. **Amendments to the Grant Award Agreement.** All amendments to the 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 Scope of Project Work.** The grantee may not, without formal amendment of the grant award agreement, make changes in the scope of the project which would alter the allowable project work or services as stipulated in the grant award agreement or make any changes which might result in a deviation from the intent of the legislation which authorized the award of the grant. In the event of uncertainty, questions should be referred to the Department for final determination.

4. **Extension of Grant Period.** No extension of the grant period will be authorized without formal amendment of the grant award agreement.

5. **Timeliness of Work.** The grantee shall cause work on the project to be commenced within a reasonable time not to exceed ninety (90) days after the effective date of the grant award agreement. The grantee shall prosecute the authorized project work to completion with reasonable diligence and within the project period.

6. **Project Supervision.** The grantee will assure that competent and adequate professional supervision and inspection is 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, including Chapter 112, Part III, Florida Statutes. 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, minor child, 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.

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, 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 church or church related 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. **Federally Funded Project Audit Requirements.** Non-Federal entities that expend $300,000 or more a year in Federal awards must have a single or program-specific audit conducted in accordance with OMB Circular A-133.

19. **Reports, Records, and Inspections.** The grantee will submit financial, program 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.

20. **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.

21. **Disclosure of Information.** The 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.

22. **Rights to Data and Copyrights.**

    b. When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom 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.

23. **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.

24. **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.

25. **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, no person undergoing a sentence of imprisonment at hard labor shall be employed on grant assisted project work.

26. **Minority Businesses.** The grantee shall encourage greater economic opportunity for minority business enterprises, as defined in Chapter 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:

    (1) inclusion of qualified minority businesses on solicitation lists;

    (2) the assurance minority businesses are solicited whenever they are identified as potential sources;

    (3) the division of total requirements, when economically feasible, into small tasks; or quantities to permit maximum participation of minority businesses;

    (4) the establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses; and

    (5) utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

B. **Special Conditions Applicable to Acquisition and Development Projects.** The following special conditions apply to grant assisted projects involving the acquisition, preservation, protection, restoration, rehabilitation, stabilization, or construction of a site, building, structure, or object.

1. **Accessibility for the Disabled.** The grantee shall ensure that the grant assisted property meets the requirements of the Americans with Disabilities Act, Public Law 101-336; Section 25.21, Florida Statutes; and Part V, Chapter 553, Florida Statutes regarding accessibility for the disabled. Specifications for project work must conform with the "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" published by the American National Standards Institute and The Secretary of the Interior's Standards for Rehabilitation.

2. **Project Signs.** When grant assistance is provided for acquisition or development work, a project identification sign will be displayed in a prominent location at the project site while project work is in process. The sign must be a minimum of eight (8) square feet in size (usually 2x4 feet), be constructed of plywood or other durable material, and identify the project and source of grant support. Any variation in the above specifications must be approved by the Department. The sign wording shall contain acknowledgment of grant assistance:

   "THIS PROJECT HAS BEEN FINANCED IN PART WITH HISTORIC PRESERVATION GRANT ASSISTANCE PROVIDED BY THE BUREAU OF HISTORIC PRESERVATION, DIVISION OF HISTORICAL RESOURCES, FLORIDA DEPARTMENT OF STATE, ASSISTED BY THE HISTORIC PRESERVATION ADVISORY COUNCIL."

   The costs of preparation and erection of the project identification sign are allowable project costs; routine maintenance costs of signs are not allowable.

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 Records and Reports

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.

A. **Financial Records.** Financial records must be adequate to account for the receipt and expenditures 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 Funds.** Project funds include the total amount of cash and in-kind values available to defray the direct costs of the project. They consist of the grant assistance share provided by the Department plus the local matching share provided by the grantee.

   a. **Grant Assistance Share.** Grant assistance is authorized to pay a percentage of allowable project costs, within the dollar limits of the grant, as specified in the grant award agreement. Grantee financial records shall include complete documentation pertaining to the application for grant assistance, the award of the grant, the grant award agreement, and the receipt and deposition of grant funds.

   b. **Local Matching Share.** Local matching share 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. Matching share may be derived from any other sources available to the grantee, with the exception that 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).

      (1) 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.

      (2) 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.

      (3) Donated materials shall be valued at the donors cost or the fair market value at the time of donation, whichever is less.