AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
St. Cloud Main Street, Inc.
27.h.sm.200.068

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the St. Cloud Main Street, Inc. hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 27.h.sm.200.068 for the Project "St. Cloud Lakefront Historic Structures Survey," in the amount of $50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3295, contained in the 2027 General Appropriations Act, HB5001-E Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "St. Cloud Lakefront Historic Structures Survey," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to hire a historic preservation consultant to conduct a historic resources survey in St. Cloud, Florida, including a survey report conforming to Chapter 1A-46, Florida Administrative Code (FAC), and a minimum of two hundred (200) new/updated Florida Master Site File (FMSF) forms.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the historic preservation consultant's credentials and a survey timeline to the Division for review and approval.	One (1) copy of the historic preservation consultant's credentials; One (1) copy of the survey timeline.	$12,500
2	Fixed Price	Complete and submit five (5) FMSF forms, including maps and photographs, to the Division for review and approval and submit an outline of the survey report for review and comment.	Five (5) completed FMSF forms, including maps and photographs; outline of the survey report.	$12,500

3	Fixed Price	Complete and submit a complete and final draft survey report conforming to Chapter 1A-46, FAC, to the Division for review and comment by April 1, 2027.	One (1) electronic copy of the complete and final draft survey report conforming to Chapter 1A-46, FAC by April 1, 2027.	$12,500
4	Fixed Price	Complete and submit a minimum of two hundred (200) new/updated FMSF forms, including photographs and maps, and a final survey report, conforming to Chapter 1A-46, FAC, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) electronic and one (1) hard copy of the minimum of two hundred (200) new/updated FMSF forms, including photographs and maps; One (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, FAC; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$12,500
Totals				**$50,000**

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. Length of Agreement. This Agreement shall begin on 07/01/26, and shall end 06/30/27, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Pauline Rivera
Florida Department of State
R.A. Gray Building
500 South Bronough Street

Tallahassee, FL 32399
Phone: 850.245.6393
Email: Pauline.Rivera@dos.fl.gov

For the Grantee:
Contact: Paula Stark
Address: 903 Pennsylvania Ave. Saint Cloud Florida 34769
Phone: 407.798.0008
Email: Paula@stcloudmainstreet.org

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.

   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must send a request to their grant manager to facilitate processing by the Department. If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. Note that in order to receive direct deposits, the grantee must have received at least one (1) payment via warrant in the last twelve (12) months.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/ . **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and

287.058, *Florida Statutes*.

a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division 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 Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Survey Projects.

1. The Grantee shall submit survey project contracts to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
2. All GPR surveys must be conducted and/or overseen by an SOI qualified archaeologist with geophysical archaeological training. This includes geophysical survey company consultants, who must provide the services of SOI qualified archaeologists with specialized knowledge of, and training in, archaeological geophysical methods, including specific training and experience in identifying unmarked burials
3. A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.
4. For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at https://dos.myflorida.com/historical/grants/small-matching-grants/. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.
5. Copyright and Royalties: When publications, brochures, 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 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.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following:

a) Printed material will include the following acknowledgement: "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Florida Department of State or Division of Historical Resources and should not be interpreted as representing the opinions or policies of the Department, Division, or State of Florida, or governmental endorsement of any position taken herein."
All site-specific projects that include development must include a Project identification sign, with the following language. "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

b) The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Subcontracting Requirements. The grantee shall include the following in all contracts or purchase agreements

a. The contract amount;
b. The portion of the Grant Award Agreement's Scope of Work for which the contracted service provider is responsible;
c. A timeline for completion of the work, including dates at which completed drafts will be made available for review by the Division, allowing for at least fourteen (14) days for review;
d. The performance standards by which work will be assessed as identified in Section 9 of this agreement; and
e. The non-discrimination clause required by Section 33 of this agreement.

13. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) Total Compensation Paid to Non-Profit Personnel Report:

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this

Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

b) **First Project Progress Report** is due by October 31, for the period ending September 30.

c) **Second Project Progress Report** is due by January 31, for the period ending December 31.

d) **Third Project Progress Report** is due by April 30, for the period ending March 31.

e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

14. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

15. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

16. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant

funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

17. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 10/2022), which are incorporated by reference and are available online at https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and, for federally funded projects, 2 CFR Part 200;

c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;

d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;

f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Standards for the Treatment of Historic Properties or applicable industry standards

g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;

h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;

i) Entertainment, food, beverages, plaques, awards or gifts;

j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;

l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the

Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

n) Insurance costs;

o) Capital improvements to property;

p) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

q) Planning for accessibility improvements for Religious Properties;

r) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;

s) Equipment:

1. Purchase of all equipment directly or indirectly related to the project is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools, unless specific prior approval has been granted by the Division
2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region Approved special equipment purchased with grant funds that cost more than $5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior
to final payment.

t) Supplies that will not be consumed in use during the duration of this project;

u) Maintenance of boats, cars, trailers or other vehicles;

v) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);

w) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and

x) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

y) Disturbance of any areas known to contain human remains.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com/. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. Obligation to Provide State Access to Grant Records. The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. Obligation to Provide Public Access to Grant Records. The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. Investment of Funds Received But Not Paid Out. The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final

Progress Report at the end of the Grant Period.

24. Noncompliance with Grant Requirements. Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. Accounting Requirements. The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:

a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Accounting Documentation. For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:

a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If the expense is a cash expense, the Grantee must also provide evidence of payment. If donated in-kind, justify the donated hourly value.
c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

27. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the

responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

28. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

29. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

30. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be 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; and provided that it is understood by the Grantee that the Division 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.

31. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

32. No Discrimination. The Grantee and their subcontractors may not discriminate against any employee employed

under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:

a) No employee or applicant for employment engaged under this Agreement may be discriminated against beca of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status

33. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

34. Termination of Agreement.

a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division 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.

c) 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 Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

35. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation 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.

36. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the

rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.

a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.

b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 38.a. as described above must be procured in the manner described below:

1. **Procurement of Goods and Services Not Exceeding $35,000**. The Grantee must use the applicable procurement method described below:
   i. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices.
   ii. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
2. **Procurement of Goods and Services Exceeding $35,000**. Goods and services costing over $35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
   i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
3. **Exemptions**. Services may be considered exempt from the procurement requirements in this section in the following circumstances:
   i. A Grantee may use the services of an employee to complete the grant project with the requisite qualifications to perform Project work. When the services of an employee(s) are used, the Grantee must provide the following documentation for each such employee to the Division for review and approval prior to work activities commencing: the employee's name, the duties and responsibilities of their position as it relates to the grant project, their qualifications, their hourly rate, and the anticipated number or hours to be worked on the Project. The Grantee may hire new employees to complete this Project, but expenses cannot occur outside of the grant period.

c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.

d) For Federally funded projects, Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.31 200.327, as applicable. All procurement transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320.

38. Conflicts of Interest. 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.

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.

39. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

40. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

41. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

42. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.

43. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. Rural Communities. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

45. Restrictive Covenants. In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.

46. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement

b) Estimated Project Budget (Attachment A)

c) Single Audit Act Requirements and Exhibit I (Attachment B)

d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

[Signature page follows]

In acknowledgment of this grant, provided from funds appropriated in the 2027 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

_____
Alissa Lotane, Division Director

_____
Date

Grantee:

By: Paula Stark
_____
Authorizing Official for the Grantee

Paula Stark
_____
Typed name and title

9/23/26
_____
Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Historic resources survey	$50,000	$0	$0
Totals	**$50,000**	**$0**	**$0**

ATTACHMENT B
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 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or 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 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 (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the 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 in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, 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).

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.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the 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. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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).

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.myfloridacfo.com/

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

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

    1. The Department of State through the https://dosgrants.com/ grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

   1. The Department of State through the https://dosgrants.com/ grants management system.

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

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

      The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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 V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and 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, the CFO, 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, the CFO, or Auditor General upon request for a period of at least 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 RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCESFOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: $50,000

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	