

**HISTORIC PRESERVATION GRANT AWARD AGREEMENT
AMENDMENT NUMBER ONE
Grant No.: S1424**

This AMENDMENT to the Grant Award Agreement dated November 14, 2013, hereinafter referred to as the Agreement, between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and Fort Lauderdale Historic Society, hereinafter referred to as the Grantee, relative to the King-Cromartie/New River Inn Re-roof, hereinafter referred to as the Project, shall be effective when properly executed by the parties hereto, and shall be made a part of the original Agreement.

The Grantee has requested an extension to the project encumbrance deadline. These requested revisions have been reviewed by the Department and have been found to be in accordance with current regulations.

1) Header of the Agreement is amended as follows:

Delete:

**Historic Preservation Grant Award Agreement
Development Project Grants (Matching)
Advanced Disbursement
S1424**

Replace with:

**Historic Preservation Grant Award Agreement
Development Project Grants (Matching)
Disbursement
S1424**

2) Section III. A. of the Agreement is amended as follows:

Delete:

This grant becomes effective on **July 1, 2013** and ends on **June 30, 2014**. This agreement must be signed by the grantee and received in Department offices by **November 15, 2013**, to avoid forfeiture of award. Project initiation (encumbrance of funds), as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I above, shall occur by **December 31, 2013**, except as allowed in C. and D. below. All grant funds and match shall be expended and all project work shall be completed by **June 30, 2014**, except as allowed in E. below.

Replace with:

This grant becomes effective on **July 1, 2013** and ends on **June 30, 2014**. This agreement must be signed by the grantee and received in Department offices by **November 15, 2013**, to avoid forfeiture of award. Project initiation (encumbrance of funds), as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I above, shall occur by **January 31, 2014**, except as allowed in C. and D. below. All grant funds and match shall be expended and all project work shall be completed by **June 30, 2014**, except as allowed in E. below.

3) Section III. I. of the Agreement is amended as follows:

Delete:

1. Project Schedule; Deliverables and Timeline:

First Payment (25%)

July 1, 2013 to October 31, 2013

Contracts:

- a. Execute the Grant Award Agreement.
- b. Execute the Preservation Agreement.

Second Payment (25%) November 1, 2013 to January 31, 2014
Final Design and Permitting; Begin Construction: Phase 1 King-Cromartie House

- a. Grantee will contract a qualified architect and engineer firm to provide design services; provide the Department a copy of the contract for review and approval.
- b. Contracts and design development documents will be submitted to the Department for review and approval.
- c. Architect will complete 100% Construction Documents and will be provided to the Department for review and approval.
- d. Grantee will send a news release to local print and electronic media identifying the project's specifics as required in IV.A.1 below.
- e. Grantee will issue Request for Bids and contract(s) with a qualified contractor(s) for restoration and construction work at the project site, as outlined in the scope of work.
- f. The Grantee will provide the Department a copy of the proposed Request for Bid prior to the bids being noticed.

Third Payment (25%) February 1, 2014 to March 31, 2014
Construction in Progress: Phase 2 New River Inn

- a. Grantee will issue a Notice to proceed to the Contractor and construction activities will mobilize and commence.

Fourth Payment (15%) April 1, 2014 to June 30, 2014

Complete the work including: Reroofing of two buildings for continued use as history museum and pioneer house museum.

For the King-Cromartie House:

- a. Strip old shake roof to wood substrate "selective demolition"
- b. Repair of roof deck, dry-in, installation of new flashing, and cedar shakes;
- c. Install copper ridge roll to replicate earlier period;

For the New River Inn:

- a. Architectural documents for permitting and construction;
- b. Selective demolition; tear-off; removal of four dormers, sheath roof openings, chimney restoration, dry-in and flash; Install new metal standing-seam panels;
- c. Install new rain-off system;
- d. Grantee will submit a news release to local print and electronic media upon the successful completion of the project
- e. The Grantee will provide documentation from the Project Architect that all project work has been completed in a satisfactory manner.

Fifth Payment (Final 10%) July 1 to July 31, 2014

Replace with:

1. Project Schedule; Deliverables and Timeline:

First Reporting Period July 1, 2013 to October 31, 2013

Contracts:

- a. Execute the Grant Award Agreement.

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b. Execute the Preservation Agreement.

Second Reporting Period November 1, 2013 to January 31, 2014
Final Design and Permitting; Begin Construction: Phase 1 King-Cromartie
House

- a. Grantee will contract a qualified architect and engineer firm to provide design services; provide the Department a copy of the contract for review and approval.
- b. Contracts and design development documents will be submitted to the Department for review and approval.
- c. Architect will complete 100% Construction Documents and will be provided to the Department for review and approval.
- d. Grantee will send a news release to local print and electronic media identifying the project's specifics as required in IV.A.1 below.
- e. Grantee will issue Request for Bids and contract(s) with a qualified contractor(s) for restoration and construction work at the project site, as outlined in the scope of work.
- f. The Grantee will provide the Department a copy of the proposed Request for Bid prior to the bids being noticed.

Third Reporting Period February 1, 2014 to March 31, 2014
Construction in Progress: Phase 2 New River
Inn

- a. Grantee will issue a Notice to proceed to the Contractor and construction activities will mobilize and commence.

Fourth Reporting Period April 1, 2014 to June 30, 2014

Complete the work including: Reroofing of two buildings for continued use as history museum and pioneer house museum.

For the King-Cromartie House:

- a. Strip old shake roof to wood substrate "selective demolition"
- b. Repair of roof deck, dry-in, installation of new flashing, and cedar shakes;
- c. Install copper ridge roll to replicate earlier period;

For the New River Inn:

- a. Architectural documents for permitting and construction;
- b. Selective demolition; tear-off; removal of four dormers, sheath roof openings, chimney restoration, dry-in and flash; Install new metal standing-seam panels;
- c. Install new rain-off system;
- d. Grantee will submit a news release to local print and electronic media upon the successful completion of the project

Final Reporting Period July 1 to July 31, 2014

- a. The Grantee will provide documentation from the Project Architect that all project work has been completed in a satisfactory manner.

4) Section VI. A. 1. of the Agreement is amended as follows:

Delete:

1. Advance Disbursement

Replace with:

1. Disbursement

All other terms, conditions and provisions of the Agreement remain in full force and effect.

This Amendment is entered into and executed on January, 2014.

DEPARTMENT OF STATE

Robert F. Bendus
Robert F. Bendus, Director,
Division of Historical Resources

1/6/14
Date Signed

FORT LAUDERDALE HISTORIC SOCIETY

[Signature]
Signature of Authorized Official

Kim Sweers, President
Name and Title of Authorized Official

1-14-14
Date Signed

**Historic Preservation Grant Award Agreement
Development Project Grants (Matching)
Advanced Disbursement
S1424**

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This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **Fort Lauderdale Historical Society**, hereinafter referred to as the Grantee, relative to the **King-Cromartie House/New River Inn Re-roof**, hereinafter referred to as the Project.

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of *Section 267.0617, Florida Statutes*. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with *Chapter 1A-39 Florida Administrative Code*, which regulates Historic Preservation Grants-in-Aid. Pursuant to Line Item Number 3116, contained in the 2013 – 2014 General Appropriations Act, *SB-1500, Laws of Florida*, the Department enters into this Agreement with the Grantee under grant number S1424, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **50,000.00 (fifty thousand)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

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

Reroofing of two buildings for continued use as museum's. Work will include:

- A. For the King-Cromartie House:
 - a. Selective demolition;
 - b. Repair of roof deck, dry-in and installation of new flashing, and cedar shakes;
 - c. Install copper ridge roll to replicate earlier period;
- B. For the New River Inn:
 - a. Architectural documents for permitting to include removal of four added non-historically accurate dormers;
 - b. Selective demolition;
 - c. Strip roof and remove four dormers, repair of roof deck and structural members, chimney restoration, dry-in, flash and install new metal standing-seam panels;
 - d. Install rain-off system;
- C. Project and Grant Administration; Grant Administration not to exceed \$5,000;
- D. All contracted services shall be procured from a qualified contractor as specified in the Agreement and all proposals and contracts for consultant services shall be submitted by the Grantee to the Division for review and approval, prior to the execution of the contract;
- E. And Progress and Expenditure Reports will be submitted to the Department; final Progress and Expenditure Report is due no later than July 31, 2014.

II. **Approved Project Budget.**

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

Budget Item ID	Description	Grant Funds	Cash Match	In-Kind Match	Total
1	Architectural and engineering services, including contract administration	\$0	\$0	\$2,000	\$2,000
2	King-Cromartie House: Selective demolition, Repair of roof deck, dry-in, installation of new flashing, and cedar shakes;	\$42,000	\$0	\$0	\$42,000
3	King-Cromartie House: Install copper ridge roll to replicate earlier period;	\$4,000	\$0	\$0	\$4,000
4	New River Inn: Selective demolition, repair of roof deck and structural members, chimney restoration, dry-in, flash and install new standing-seam metal panels;	\$4,000	\$128,200	\$0	\$132,200
5	New River Inn: Install new rain off system;	\$0	\$10,000	\$0	\$10,000
6	Grant Administration (no more than \$5,000)	\$0	\$0	\$3,000	\$3,000
		\$50,000.00	\$138,200.00	\$5,000.00	\$193,200.00

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

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

- A. This grant becomes effective on **July 1, 2013** and ends on **June 30, 2014**. This agreement must be signed by the grantee and received in Department offices by **November 15, 2013** to avoid forfeiture of award. Project initiation (encumbrance of funds), as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I above, shall occur by **December 31, 2013**, except as allowed in C. and D. below. All grant funds and match shall be expended and all project work shall be completed by **June 30, 2014**, except as allowed in E. below.
- B. The Grantee agrees to submit the Final Products and the "Final Project Progress & Expenditure Report" incorporated herein by reference and available online at www.flheritage.com/grants, as specified in Section VI, Subparagraph B.2., by **July 31, 2014**. No costs incurred prior to July 1, 2013 are eligible for payment from grant funds. No costs incurred after June 30, 2014 are eligible for payment, except as allowed in E. below.
- C. Encumbrance Deadline Extension: A one-time thirty (30) day extension of the encumbrance deadline may be granted by the Department if requested in writing by the Grantee. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by **January 31, 2014**. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than **December 31, 2013**. **No further extension of the encumbrance period shall be granted.** Small Matching Grant projects for which full encumbrance of grant funding is not accomplished by the extended encumbrance end date will be terminated by the Department and all grant funds not expended by the Grantee in accordance with the provisions of the Historic Preservation Grant Award Agreement by the extended encumbrance period end date will be reallocated in accordance with *Subsection 1A-39.008(16), Florida Administrative Code*.
- D. Encumbrance Deadline Exception: For projects not involving contract services (e.g., archaeological or other research projects conducted by universities, projects conducted by staff within State Parks, or small

development projects involving repairs undertaken by volunteers), the grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

- E. Grant Period Extension: A one-time thirty (30) day extension of the Grant Period may be granted by the Department if requested in writing by the Grantee. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Department that project work is progressing at a rate that completion is achievable within the extended grant period. The Grantee's written request for extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Historic Preservation Grant Award Agreement. **No further extension of the grant period shall be granted.**
- F. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
- G. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
- H. The Grantee shall designate a Project Manager to serve as liaison with the Department for all administrative requirements set forth in this Agreement. The designated Project Manager for the Project is:

Name: Robert V. Fox Title: Facilities Manager
 Mailing Address: 219 SW 2nd Avenue
 City: Ft. Lauderdale Zip Code: 33301
 Daytime Telephone: 954-463-4431-18 FAX: 954-523-6228
 E-mail: facilities_manager@fortlauderdalehistorycenter.org

- I. The Project Schedule shall include but not be limited to the estimated milestone dates of the following date of architect selection, date of execution for architectural and engineering services agreement, date of completion of construction documents, bid date, contractor selection date, date of notice to proceed for construction, and date of substantial completion. It shall be the responsibility of the Grantee to provide Department grants staff with timely update of the Project Schedule if adjustment becomes necessary. Changes to the Project Schedule will require review and approval by the Department. Payment may be requested upon completion of activities as outlined in the Project Schedule and in accordance with approved project budget as outlined in II. A.

1. Project Schedule; Deliverables and Timeline:

First Payment (25%) July 1, 2013 to October 31, 2013

Contracts:

- a. Execute the Grant Award Agreement.
- b. Execute the Preservation Agreement.

Second Payment (25%) November 1, 2013 to January 31, 2014

Final Design and Permitting; Begin Construction: Phase 1 King-Cromartie House

- a. Grantee will contract a qualified architect and engineer firm to provide design services; provide the Department a copy of the contract for review and approval.
- b. Contracts and design development documents will be submitted to the Department for review and approval.
- c. Architect will complete 100% Construction Documents and will be provided to the Department for review and approval.
- d. Grantee will send a news release to local print and electronic media identifying the project's specifics as required in IV.A.1 below.
- e. Grantee will issue Request for Bids and contract(s) with a qualified contractor(s) for restoration and construction work at the project site, as outlined in the scope of work.
- f. The Grantee will provide the Department a copy of the proposed Request for Bid prior to the bids being noticed.

Third Payment (25%) February 1, 2014 to March 31, 2014

Construction in Progress: Phase 2 New River

Inn

- a. Grantee will issue a Notice to proceed to the Contractor and construction activities will mobilize and commence.

Fourth Payment (15%) April 1, 2014 to June 30, 2014

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- a. Strip old shake roof to wood substrate "selective demolition"
- b. Repair of roof deck, dry-in, installation of new flashing, and cedar shakes;
- c. Install copper ridge roll to replicate earlier period;

For the New River Inn:

- a. Architectural documents for permitting and construction;
- b. Selective demolition; tear-off; removal of four dormers, sheath roof openings, chimney restoration, dry-in and flash; Install new metal standing-seam panels;
- c. Install new rain-off system;
- d. Grantee will submit a news release to local print and electronic media upon the successful completion of the project
- e. The Grantee will provide documentation from the Project Architect that all project work has been completed in a satisfactory manner.

Fifth Payment (Final 10%) July 1 to July 31, 2014

2. Any proposed modification to the Project Schedule requires review and approval by the Department.

- J. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, as specified in Section V, Subparagraph A.2; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- K. The Grantee shall submit architectural planning documents to the Department for review and approval on the schedule indicated in Subsection VIII.C. Construction documents (plans and specifications) for the project shall be approved in writing by the Department prior to the execution of any contract for construction work.

- L. Projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, sub grade foundation repairs or damp proofing, construction requiring construction of new foundations, installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. The architect or engineer shall ensure the following:
 - (a) Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - (b) If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of Project ground disturbing activities on significant archaeological resources.
 - (c) Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - (d) When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the Secretary of the Interiors' Professional Qualification Standards for Archeology (available online at www.nps.gov/history/local-law/arch_stnds_9.htm).
 - (e) Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, available online at www.nps.gov/history/local-law/arch_stnds_7.htm, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.
 2. With prior written approval from the Department, archaeological consulting services costs required to identify and evaluate archaeological resources in areas of ground disturbance, and required to carry out the provisions of an approved mitigation plan, will be eligible for grant expenditure or contribution to the required match.
- M. 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.
- N. 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.
- O. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's prior written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes*. Per diem for meals is not an allowable grant expenditure or contribution to the required match.
- P. The Grantee recognizes that the State of Florida, pursuant to *Section 212.08(6), Florida Statutes*, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.

- Q. The Department's performance and obligation to pay under this Agreement is contingent upon an 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.
- R. All project work must be in compliance with the **Secretary of the Interior's Standards** available online at www.nps.gov/history/standards.htm.
- S. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- T. The products of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.

IV. 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 attached to the Agreement.

Applicability

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

A. General Conditions

1. **Grantee Publicity Requirements.** In order to insure a wide public awareness of local preservation projects and historic preservation in general, the Grantee shall meet the following requirements regarding publicity of the project:
 - a. At the outset of the project, a news release shall be sent by the Grantee to local print and electronic media identifying the project's specifics including the source(s) of grant funds, name of the project, nature of the project, and its benefits to the community. A copy of the news release(s) shall be submitted to the Department.
 - b. Upon completion of the project, the Grantee shall issue another news release to local print and electronic media.
 - c. There shall be an effort on the part of the Grantee to encourage publication of one or more feature stories on the Grantee's project by a newspaper, magazine or television program of at least local circulation. The Grantee shall provide the Department with a copy of any ensuing articles or a written statement identifying the date and network of any television broadcast(s). In the event that such efforts are unsuccessful, the Grantee shall provide the Department with copies of correspondence with newspapers, magazines or television stations indicating the Grantee has requested such a feature story, or written certification from the Grantee to the Department that such an effort was made.
 - d. During the course of the project, the grantee is encouraged to inform elected officials, including state officials, mayors, and city and county commissions, by letter of the nature and benefits of the project.
 - e. In the case of rehabilitation or restoration projects, the Grantee should also make an effort, where appropriate in the judgment of the Grantee, to publicize the project and the source of grant

assistance (at any stage of the project) to the community through a dedication or other public ceremony of some nature.

- f. **State Funded Projects:** All news releases and promotional materials relating to State funded projects shall contain acknowledgment of grant assistance, substantially as follows (reference: *Section 286.25, Florida Statutes*): ***This project [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 Florida Historical Commission.***
2. **Amendments to the Historic Preservation Grant Award Agreement.** All amendments to the Historic Preservation Grant Award Agreement for the project shall be in writing and fully executed by both parties. Amendments will be prepared by the Department, either at its own initiative or upon approval of the written request of the Grantee.
 3. **Changes in Approved Scope of Work.** The Grantee may not, without formal amendment of the Historic Preservation Grant Award Agreement, make changes in the scope of the project that would be inconsistent with the Approved Scope of Work as stipulated in Section I. of the Historic Preservation Grant Award Agreement or make any changes that might result in a deviation from the intent of the legislation that authorized the award of the grant. In the event of uncertainty, questions should be referred to the Department for final determination.
 4. **Project Supervision.** The Grantee will assure that competent and adequate professional supervision and inspection are provided and ensure that the completed work conforms to the approved standards and specifications.
 5. **Conflict of Interest.** The Grantee shall comply with the laws of the State of Florida governing conflict of interest and standards of ethical conduct. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds unless specifically authorized in writing by the Department prior to expenditure of said grant funds.
 6. **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.
 7. **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.
 8. **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 Section V. 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.
9. **Civil Rights Compliance.** The Grantee will assure that the project is administered in conformance with the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, and the *Age Discrimination Act of 1975*, as amended. Title VI of the *Civil Rights Act of 1964* states that no person will, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the *Rehabilitation Act of 1973* requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. The *Age Discrimination Act of 1975* prohibits discrimination on the basis of age under any program or activity receiving Federal financial assistance. Every grantee is required to submit a Civil Rights Assurance of Compliance Form. No grant awards may be made without a Civil Rights Assurance of Compliance Form on file.
 10. **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.
 11. **Religious Institutions.** If the project involves a place of worship or faith-based organization or property, the Grantee will assure that neither the execution of nor the public benefit resulting from the project require involvement or participation in religious services or activities.
 12. **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.
 13. **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.
 14. **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*.
 15. **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)*.
 16. **Reports, Records, and Inspections.** The Grantee will submit financial, project progress, evaluation, and other reports as required by the Department and will maintain such property, personnel, financial, and other records and accounts as are deemed necessary by the Department to assure proper accounting for all program funds. The Grantee, its consultants and contractors will permit on-site inspections by

Department representatives and will effectively require employees to furnish such information as, in the judgment of the Department representatives, may be relevant to a question on compliance with grant conditions and the effectiveness, legality, and achievements of the program.

17. **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.
 18. **Disclosure of Information.** The Historic Preservation Grant Award Agreement may be canceled by the Department without prior notices for refusal by the Grantee to allow public access to all documents, papers, letters or other material relating to the project, in accordance with the provisions of *Chapter 119, Florida Statutes*, and with the *Freedom of Information Act, 5 USC 552* as amended by *Public Law No. 104-231, 110 Stat. 3048*.
 19. **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.
 20. **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.
 21. **Convict Labor.** The Grantee or its contractors may utilize the labor of State prisoners in authorized work release, parole or probation programs in the accomplishment of work. In accordance with *Executive Order 11755*, as amended no person undergoing a sentence of imprisonment at hard labor shall be employed on grant assisted project work. Convict labor shall be recorded in the Project Progress & Expenditure Report and shall be supported by a signed statement from the supervising individual, attesting to the number of laborers and the number of donated hours.
 22. **Minority Businesses.** The Grantee shall encourage greater economic opportunity for minority business enterprises, as defined in *Section 288.703, Florida Statutes*, in accomplishment of project work. To the maximum extent possible, the Grantee and its consultants or contractors will take affirmative steps to assure that minority businesses are used as sources of supplies, equipment, construction, and services. Affirmative steps shall include but not necessarily be limited to the following:
 - a. Inclusion of qualified minority businesses on solicitation lists;
 - b. The assurance minority businesses are solicited whenever they are identified as potential sources;
 - c. The division of total requirements, when economically feasible, into small tasks; or quantities to permit maximum participation of minority businesses;
 - d. The establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses; and
 - e. Utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
- B.** 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 II, Chapter 553, Florida Statutes* regarding accessibility for the disabled. Specifications for project work must conform to 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 Identification Sign.** 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 shall contain the following 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, and Florida Department of State, assisted by the Florida Historical Commission.

The costs of preparation and erection of the project identification sign are allowable project costs; routine maintenance costs of signs are not allowable. A photograph of the project identification sign at the project site shall be submitted to the Department.

V. Administrative Instructions for Historic Preservation Project Accountability

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

Grantee Administrative and Reporting Requirements

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

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

- A. **Financial Records.** Financial records must be adequate to account for the receipt and expenditure of all project funds, and to demonstrate compliance with required procedures. Grantee financial records are subject to audit by State auditors. Inadequate, incomplete or incorrect project financial records may result in ineligibility for grant assistance. Financial records shall include, but are not limited to:
 1. **Documentation of Project Expenditures.** Project expenditures are direct cash value project costs that are reimbursable, are paid for using grant assistance provided by the Department. Department grant assistance is authorized for payment of allowable project costs, within the dollar limits of the grant, as specified in the Historic Preservation Grant Award Agreement. Grantee financial records shall include complete documentation pertaining to the application for grant assistance, the award of the grant, the Historic Preservation Grant Award Agreement, and the receipt and deposition of grant funds.
 2. **Match.** Match may be provided in the form of cash expenditures or the value of materials and services donated in-kind for use in the direct accomplishment of authorized project work (see Allowable Project Costs in Part I above). Match may be derived from any other sources available to the grantee, with the following exceptions: (a) Funds from other Federal funding programs cannot be used to match grant assistance funds derived from the Federal Historic Preservation Fund apportionment to the State of Florida. (This restriction does not apply to Community Development Block Grants, Urban Development Action Grants, or Revenue Sharing Funds). (b) State funds from grants awarded by any division within the Department cannot be used to match grant assistance from funds appropriated by the Florida Legislature.

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

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

Please Note: Departments or agencies of the state and units of county, municipal or other local government must always procure professional architectural, engineering, landscape architectural, or

land survey and mapping services in accordance with the provisions of the *Consultants Competitive Negotiations Act*, Section 287.055, Florida Statutes.

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

- (1) Resumes of academic training and employment in the applicable field;
- (2) Evidence of possession of required licenses or business permits; and
- (3) Evidence of any previous experience in projects of a similar nature, especially projects requiring compliance with the standards cited in Section III. Paragraph R. of the Agreement.

g. **Contract Provisions.** In addition to provisions defining a sound and complete procurement contract, the Grantee shall ensure that the following contract provisions or conditions are included in all procurement contracts and subcontracts relating to the project (also refer to Section VII. Paragraph A. of the Agreement):

- (1) Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (2) All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- (3) All contracts and subcontracts awarded by the Grantee and its primary contractors shall assure equal employment opportunity.
- (4) All contracts (except those awarded by small purchases procedures) awarded by grantees shall include a provision to the effect that the Grantee, the Department, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for five years after grantees make final payments and all other pending matters are closed.

h. **Contract Pricing**

- (1) Procurement by small purchase procedures or competitive negotiation methods may be priced on either a fixed-fee or cost reimbursable basis.
- (2) Procurement by the competitive sealed bid method shall be priced on a firm-fixed-fee basis.
- (3) Contracts for goods and services based on cost-plus-percentage-of-cost or percentage-of-construction-cost contracts are **not allowable** for grant-assisted work.

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

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

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

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, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/.

1. **Determination of Allowable Project Costs.** The total project cost submitted by the Grantee might contain expenditures that are not allowable in determining the eligible costs in accordance with the provisions of the Agreement. The Department will review each Project Progress and Expenditure Report, and make its determination of the eligible expenditures on the basis of the following criteria:
 - a. **Allowable Project Costs.** Allowable project costs shall include:
 - (1) Costs incurred by contract for procurement of goods and services consistent with the Approved Scope of Work in Section I of the Agreement;
 - (2) Costs incurred by properly documented small purchase procedures;
 - (3) Costs incurred by the Grantee for the following items applied directly to elements of the Approved Scope of Work in Section I. of the Agreement:
 - (a) Accounting: the cost of establishing and maintaining interest-bearing financial accounts directly relating to the Project;
 - (b) Auditing: audit costs only as required by the Florida Single Audit Act (see Section VII. of the Agreement and Attachment A hereto).
 - (c) Communications: specific charges for telephone, telegraph, or other communications services;
 - (d) Employee salaries and benefits (only if included in the original grant application for the Project and only if documented by the Grantee to be specifically applicable to one or more items within the Approved Scope of Work);
 - (e) Materials and supplies;
 - (f) Procurement services: the cost of advertising, solicitation, processing, and administration of procurement contracts;
 - (g) Reproduction: the cost of limited reproduction of reports, forms, and project documents; and
 - (h) Travel: Travel costs will be allowed only if requested and approved during the application review process and if included in the Approved Scope of Work. If travel is approved, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes. Per diem* or other reimbursement for meals is not an allowable grant expenditure.
 - (4) The properly documented value of donated services and materials (see Subparagraph 3.a. below).

- (5) The properly documented value of volunteer services directly relating to the accomplishment of the Project (volunteer work must be for one or more items included in the Approved Scope of Work – see Subparagraph 3.a. below).

b. **Non-allowable Project Costs.** Costs not allowable as grant-assisted work or match contribution shall include:

- (1) Expenditures for work not included in the Approved Scope of Work included in the Agreement;
- (2) Costs of goods and services not procured in accordance with required procurement procedures;
- (3) Expenses incurred or obligated prior to or after the grant period (exception: emergency repairs as approved by the Division consistent with subsection 1A-39.009(3) of rule 1A-39, F.A.C.);
- (4) Expenditures for work not consistent with the applicable preservation standards (see Section II, Paragraph R);
- (5) Expenditures for Furniture and Equipment unless specifically authorized as a part of a grant project and included in the Approved Scope of Work;
- (6) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
- (7) Private entertainment, food, beverages, plaques, awards, or gifts;
- (8) Costs or value of donations or in-kind contributions not documented in accordance with the provisions of the Agreement;
- (9) Project Administrative Expenditures, which exceed 10% of the grant award amount;
- (10) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2000, or under section 267.031, *Florida Statutes*;
- (11) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
- (12) Grantee operational support (i.e., organization salaries, travel, supplies) (Note: project-specific travel costs may be allowed if requested and approved during the application review process and if included in the Approved Scope of Work);
- (13) Vehicular circulation and parking (Exception: provision of code-required handicapped parking pad and walkway);
- (14) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Approved Scope of Work);
- (15) Capital improvements to non-historic properties;
- (16) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);

- (17) Code-required accessibility improvements for religious properties;
- (18) Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance); and
- (19) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required only for the grant period to complete the Project and said equipment is included in the Approved Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term.
- (20) Grantee shall comply with Section 216.348, Florida Statutes, as applicable to the project.

2. **Documentation of Expenditures.** Each Project Progress and Expenditure Report and the Final Project Progress and Expenditure Report must include documentation of payment for each cash expenditure claimed during the reporting period.

- a. Grantees shall provide a detailed listing of each expenditure in the Cash Expenditure section of these reports, which contain the following information:
 - (1) Check number; or if a cash payment, a copy of the paid receipt must be submitted;
 - (2) Check date or date of cash expenditure; expenditures overlapping the grant period must be prorated;
 - (3) The name of the payee or vendor for each expenditure paid by cash or check;
 - (4) The expenditure amount;
 - (5) The Approved Scope of Work category to which the goods or services contribute (see Section I. of the Agreement); and
 - (6) The purpose of each expenditure; stated clearly and in sufficient detail for the Department to determine if the expenditure is allowable.
- b. The Grantee shall provide the following documentation of payment of expenditures listed in the Cash Expenditure section of the quarterly Project Progress and Expenditure Report and the Final Project Progress and Expenditure Report.
 - (1) Copies of contractors' invoices itemizing the materials delivered, services rendered, work items completed, and the following forms of proof of payment by the Grantee:
 - (a) Copies of signed and dated receipts from the contractors/suppliers showing the date payments were received and the amounts received; and
 - (b) Copies of the front and back of the canceled checks; or
 - (c) Exception: In cases when receipts and cancel checks cannot be provided, alternative documentation of proof of payment shall be provided as determined acceptable by the Department. Examples include: purchase orders, vendor logs, payment ledgers, etc.
 - (d) Exception: Invoices for all expenditures must be included in the Final Project Progress and Expenditure Report but proof of payment shall not required for request of the 10% retainage amount. Such proof of payment must be submitted to the Division within 30 (thirty) days after the date of issuance of the state warrant for the final grant payment.
 - (2) For authorized employee salaries, the following expenditure documentation is required:

- (a) A copy of the log indicating the dates and hours devoted to authorized project work signed by both the employee and his or her supervisor or the designated Project Manager; and
 - (b) Copies of payroll registers for all pay periods claimed for each employee or the front and back of canceled checks for all pay periods claimed for each employee.
3. **Additional Documentation to be included in Project Progress and Expenditure Reports.** In addition to the documentation indicated in B.2. above, each Project Progress and Expenditure Report shall include:
- a. A brief description of work accomplished in the previous three months;
 - b. A description of any unusual problems or conditions encountered or any unusual methods, materials, or techniques employed;
 - c. Copies of required documents (contracts, press releases, etc.) as applicable; and
 - d. For construction projects, photographic documentation of construction work in-progress or completed work shall be included.
4. **Final Project Progress and Expenditure Report.** To be submitted within 30 days following completion of all project work. In addition to the documentation indicated in B.2. and B.3. above, this report shall also include:
- a. A description and explanation of any variations between the planned project work and that actually accomplished;
 - b. A description and explanation of any significant differences between the planned project budget and the actual project costs;
 - c. Final products as specified in the Approved Scope of Work (Section 1 of the Agreement);
 - d. Photographic documentation of completed construction work; and
 - e. Required audit documents.
- VI. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures, documented by complete Project Progress and Expenditure Reports, equal or exceed the amount of donated values, up to a maximum payment of **\$50,000 (fifty thousand)**. 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 **\$50,000 (fifty thousand)**.
- A. **Requests for payment must be submitted in writing to the Department by the Grantee on the Payment Request Form (Form HR3E1208PRF), incorporated herein by reference and available online at www.flheritage.com/grants.**
- 1. Advance Disbursement – Grant funds are paid in five installments of 25%, 25%, 25%, 15% and 10%, respectively, subject to release of state appropriation to the Department. The release schedule may be adjusted by the Department with prior notice to the Grantee. The Grantee shall invest any advanced grant funds in an interest bearing checking account, and interest earned on such investments shall be returned to the Department in a single payment to be included with the Final Project Progress and Expenditure Report.
 - (a) Installment 1 (25% of grant award amount) may be requested by the Grantee upon receipt by the Department of the following documents: (a) two original signed copies of this Agreement and signed Attachment A, (b) one original signed copy of the Preservation Agreement (DHR

Form HR3E1208PASM) incorporated herein by reference and available online at www.flheritage.com/grants (if applicable). No grant funding will be released prior to Department review and approval of these documents. If these documents are not returned to the Department by November 15, 2013, as referenced in Section III.A above, the full award will be forfeited.

- (b) Installment 2 (25% of the grant award amount) may be requested by the Grantee upon Grantee execution and Department receipt of a binding contract for all or part of the Approved Scope of Work described in Section 1 above. Installment 2 grant funding will not be released prior to Department review and approval of a copy of executed binding contracts for all or part of the Approved Scope of Work.
 - (c) Installment 3 (25% of the grant award amount) may be requested by the Grantee upon Department receipt of documentation confirming Grantee expenditure of (a) a minimum of 50% of the grant funds released in previous installments, and receipt of documentation from the Grantee that they have issue a Notice to proceed to the Contractor and construction activities. Installment 3 grant funding will not be released prior to Department review and approval of the specified expenditure documentation, which must conform to the requirements of the quarterly Project Progress and Expenditure Report form.
 - (d) Installment 4 (15% of the grant award amount) may be requested by the Grantee upon Department receipt of documentation confirming Grantee expenditure of (a) a minimum of 50% of the grant funds released in previous installments; documentation of the completion of the repair of roof deck, installation of new flashing, and cedar shakes on the King-Cromartie House; and documentation of the completion of the installation of fire-board and dry-in roof on the New River Inn. Installment 4 grant funding will not be released prior to Department review and approval of the specified expenditure documentation, which must conform to the requirements of the Small Matching Grant Project Progress and Expenditure Report, incorporated herein by reference and available online at www.flheritage.com/grants.
 - (e) The Final Installment (10% of the grant award amount) is a reimbursement (retainage) amount, which may only be requested by the Grantee upon completion of the Project and will be released by the Department only after receipt, review and approval of (a) any final Project products required in the Approved Scope of Work and (b) the Final Project Progress and Expenditure Report (included in DHR Form HR3E1208PERSM). The Final Project Progress and Expenditure Report must clearly document Grantee expenditure of the full amount of the grant award and the full match amount. For the purpose of this provision, "expenditure" shall mean that all goods and services have been delivered, invoiced, and approved by the Department. While proof of payment is not required for request of the 10% retainage amount, such proof of payment must be submitted to the Department within thirty (30) days after the date of issuance of the state warrant for the final grant payment.
2. The disbursement schedule in 1. above shall be subject to any special conditions required by the Office of the Chief Financial Officer of the State of Florida. **The Department reserves the right to withhold payment if the Grantee fails to provide Project Progress and Expenditure Reports, if work completed or timeline are not met as outlined in the Project Schedule or is otherwise found to be in violation of any term(s) of this Agreement or other Agreements with the Department.**
 3. The Grantee shall submit a complete Project Progress and Expenditure Report on the schedule provided by the Department for the duration of the Project. All such reports shall provide accurate information regarding the status of project work, as well as accurate funding expenditure information. Reports that are incomplete or do not contain accurate information will not be approved and further grant payment requests will not be processed.
 4. The Department shall evaluate all payment requests based on the implementation of the Project Schedule. Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and approval of the

grant assisted work by the Department. The total of grant funds transferred to the grantee following final Project completion, including all funds previously transferred in incremental payments, shall not exceed the amount of the grantee's actual cash expenditures in payment of allowable project costs.

5. The Department shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the Grant Period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the grant award amount indicated in the Agreement.
- VII. Consistent with the grant funding expenditure threshold indicated in Attachment A, Part II, paragraph 1, each grantee, other than a grantee which is a State agency, shall submit to an audit pursuant to *Section 215.97, Florida Statutes*.
- A. All audits as described above shall be submitted within six (6) months of the close of the Grantee's fiscal year, or within six (6) months of the ending of the Grant Period. All audits or attestations must cover each of the Grantee's fiscal years for which grant funds were received or expended under this Agreement.
 - B. Grantees shall sign and return to the Department one original copy of Attachment A, which refers to the responsibility of the Grantee under the *Florida Single Audit Act*.
 - C. The Grantee shall complete the *Florida Single Audit Act Certification* included in the Quarterly Project Progress and Expenditure Report. Completion of this certification is required for each reporting period for the duration of the Project.
- VIII. The Grantee shall submit all contracts for professional services (architecture, engineering or consultant services) to the Department for review and approval prior to final execution by the Grantee. The Grantee shall also submit (a) architectural planning documents, as applicable, (b) copies of all contracts for the procurement of goods and services relating to the project work, and (c) copies of all proposed change orders or amendments to said contracts to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- A. The *Special Conditions of Contract* included as Attachment B hereto **shall be included in all contracts for goods and services associated with this Project**. These provisions require that:
 1. All consultants, design professionals, contractors and subcontractors comply with federal Equal Employment Opportunity legislation;
 2. All contracts for goods and services include provisions for retention and Department access to Project-related records;
 3. All contracts for goods and services include specification of Project duration; and
 4. All contracts for goods and services include provisions for contract termination in accordance with this Agreement.
 - B. These Special Conditions of Contract may be attached and made part of each agreement for architectural, engineering, consultant or construction services, or other vendor contracts. Alternatively, the provisions in Attachment B hereto may be incorporated into the body of each such agreement.
 - C. Pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall provide the Department an opportunity to review and approve architectural documents for **Development** projects at the following points in their development:
 1. Upon completion of **schematic design**;

2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **working drawings and specifications**, prior to execution of the construction contract.
- IX. For all **Development** projects, except as exempted below, execution of the Preservation Agreement is required. By executing the Preservation Agreement, the Grantee agrees to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of **five years** from the date of execution. **No grant funds will be released prior to Department receipt of one original signed and notarized copy of the completed Preservation Agreement.** Exceptions to this requirement are projects involving only planning, properties owned by the State of Florida or the Federal Government, museum exhibits or archaeological sites.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with *Chapter 1A-39, Florida Administrative Code*. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to *Section 20.06, Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.
- XVI. 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.
- XVII. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:
- A. **Suspension.** Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.

1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually thirty (30) calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
 2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
 3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within thirty (30) calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with the Division of Historical Resources or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have fifteen (15) calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.
 2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
 4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee

for the Department's share of the non-cancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

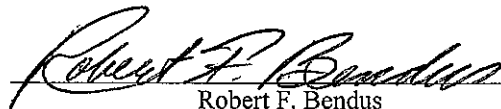
XIX. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **219 SW 2nd Avenue, Fort Lauderdale, Florida, 33301** 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.

XX. 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.

XXI. 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



Robert F. Bendus

Director, Division of Historical Resources

11/14/13
Date

Fort Lauderdale Historical Society

Signature of Authorized Official



Kim Sweers

Print Name of Authorized Official

President

Print Title of Authorized Official

11-12-13
Date

**AUTHORIZATION TO SUBMIT
PERMIT APPLICATIONS**

TO WHOM IT MAY CONCERN:

RE: City of Fort Lauderdale Properties:
The New River Inn, King Cromartie House, Philemon Bryan House,
School House Replica, Fort Lauderdale Historical Society Building

Attached please find a copy of a Lease between FORT LAUDERDALE HISTORICAL SOCIETY, INC. and THE CITY OF FORT LAUDERDALE with respect to the leasing of the Premises described therein.

As Owner of the Premises, CITY OF FORT LAUDERDALE hereby authorizes Bonnie M. Flynn, of the Fort Lauderdale Historical Society, to act on our behalf with regard to allowing the Fort Lauderdale Historical Society to submit permit applications relative to the improvements/maintenance obligations described in the attached Lease.

CITY OF FORT LAUDERDALE

By Lee R. Feldman

Lee R. Feldman

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20th day of August, 2013, by Lee R. Feldman, City Manager of the City of Fort Lauderdale, Florida. He is personally known to me or produced N/A as identification.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed,
Printed or Stamped

My Commission Expires: January 30, 2017

EE 842025
Commission Number