

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|-----------------|------------|------------|------------|------------|
| Capital Expenditures | -0- | -0- | -0- | -0- | -0- |
| Operating Costs | <u>48,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>(48,000)</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

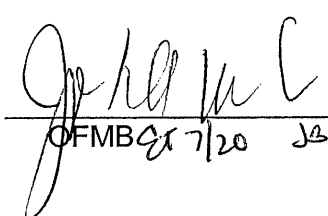
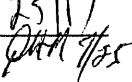
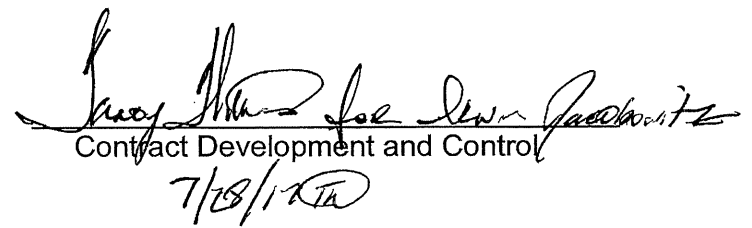
This is a grant funded project without matching funds

Historic Preservation Grant 3600-582-P833 \$48,000

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 7/25/17
 OFMB 8/7/20 JB 7/25/17 
 for Lew Jacobowitz
 Contract Development and Control
 7/28/17 TA

B. Legal Sufficiency:

 8/9/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 582 070317*461
BGEX 582 070317*1477

FUND 3600 - PARK IMPROVEMENT

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 07/03/17 | REMAINING BALANCE |
|--|-------------------------------------|-----------------|----------------|----------|----------|-----------------|-------------------------------------|-------------------|
| REVENUES | | | | | | | | |
| 3600-582-P833-6691 | Contributions Fr Governmental Funds | 0 | 0 | 48,000 | | 48,000 | 0 | 48,000 |
| TOTAL RECEIPTS & BALANCES | | 14,018,497 | 12,710,439 | 48,000 | | 12,758,439 | | |
| APPROPRIATIONS | | | | | | | | |
| 3600-582-P833-6520 | Park Improvements | 0 | 0 | 48,000 | | 48,000 | 0 | 48,000 |
| TOTAL APPROPRIATIONS & EXPENDITURES | | 14,018,497 | 12,710,439 | 48,000 | | 12,758,439 | | |

Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Erin Cole

7/6/17

Administration/Budget Department Approval

OFMB Department - Posted

By Board of County Commissioners
At Meeting of
August 15, 2017
Deputy Clerk to the Court

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
18.h.sm.200.028**

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 Palm Beach County Board of County Commissioners hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 18.h.sm.200.028 for the Project "**DuBois Park Historic Preservation Plan**," in the amount of \$48,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3107, contained in the FY2017-2018 General Appropriations Act, SB 2500, 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 "**DuBois Park Historic Preservation Plan**," 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 complete a comprehensive Historic Preservation Plan for DuBois Park in Palm Beach County. All tasks associated with the Project, as outlined in the Project Description (see Attachment A), will be completed by June 30, 2018.

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

Payment 1, Deliverable/Task 1:

- Payment 1 will be fixed price in the amount of 50 percent of the grant award. Provide one (1) hardcopy and one (1) electronic copy of the draft preservation plan.

Payment 2, Deliverable/Task 2:

- Payment 2 will be fixed price in the amount of 50 percent of the Grant Award Amount. Provide one (1) electronic and one (1) hard copy of the preservation plan including photographs and maps.

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2017-2018. The Budget provides details of how grant funds will be spent and all expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment B).

2. **Length of Agreement.** This Agreement shall begin on July 1, 2017, and shall end June 30, 2018, unless terminated in accordance with the provisions of Section 33 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.
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 should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Joshua Gates
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6355
Email: Joshua.Gates@dos.myflorida.com

For the Grantee:

Contact: Jean Mathews
Address: 2700 6th Avenue South
Lake Worth, Florida 33461
Phone: 561.966.6652
Email: jmatthew@pbcgov.org

4. **Grant Payments.** All non-advance grant payments are requested by submitting a payment request, expenditure log and 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. The grant payment schedule is outlined below:
 - a) The first payment will be a fixed price of 50 percent of the Grant Award Amount.
 - b) The second and final payment will be a fixed price of 50 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the 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 submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check payment status.
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 <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division in advance of or with the executed Agreement.**
7. **Amendment to Contract.** 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. The full amount of the first payment will be returned to the State of Florida if any Deliverable (Deliverable 1 or 2) is not satisfactorily completed.
 - b. Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds. If the Grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the Fifth Payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
 - f. The Division may reduce individual payments by 10 percent if the completed Deliverable does not meet the Secretary of Interior's Standards and Guidelines or other industry standards applicable to the Scope of Work for 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 and Planning Projects.

- a) The Grantee shall submit the proposed research and methodology design to the Department for review and approval prior to the commencement of work.
- b) 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 <http://dos.myflorida.com/historical/grants/small-matching-grants/>.

10. Acknowledgement of 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 statement:

- a) All site-specific projects must include a Project identification sign that must be placed on site. The sign must acknowledge funding assistance by specifying that: "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida."
- b) Any variation in the above specifications must receive prior approval in writing by the Department. 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.
- c) A photographs 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, 2017**, 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. The maximum extension of the encumbrance period shall be thirty (30) days
- 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. 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 through www.dosgrants.com.

- a) **First Project Progress Report** is due by October 31, 2017, for the period ending September 30, 2017.

- b) **Second Project Progress Report** is due by January 31, 2018, for the period ending December 31, 2017.
 - c) **Third Project Progress Report** is due by April 30, 2018, for the period ending March 31, 2018.
 - d) **Final Report.** The Grantee must submit a Final Report to the Division by July 30, 2018 for the period ending June 30, 2018.
- 13. Matching Funds.** The Grantee is required to provide a 100% match, unless exempted, as described in this section. Of the required match, a minimum 25% of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. 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*, may request a waiver for the match amount. Certified Local Government (CLG) Applicant Organizations and Main Street Program Applicant Organizations do not require a match. Additionally, Special Statewide Solicitation Projects do not require a match.
- 14. Grant Completion Deadline.** The grant completion deadline is June 30, 2018. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended 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, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.
- 15. 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 thirty (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. Prior written approval is required for extensions.
- 16. 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, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. 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;
- c) Expenses incurred or obligated prior to or after the Grant Period;
- d) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines, <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- e) Furniture and Equipment. (a) Expenditures for furniture and equipment such as features not physically attached to a structure, including but not limited to: desks, tables, chairs, area rugs, window treatments, computers, kitchen appliances, portable lighting fixtures, and components of portable sound or projection systems, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, 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. 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;
- f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
- g) Private entertainment, food, beverages, plaques, awards, or gifts;
- h) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- i) Indirect costs including but not limited to 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, non-grant related administrative and clerical staffing, and fundraising activities;
- j) 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 2006, or under Section 267.031, F.S.;
- k) 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, pregnancy, handicap, or marital status;

- l) Project administrative 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 related to grant activities; travel expenditure; or supplies);
- n) Vehicular circulation (drives) and parking (Exception: provision of code-required handicapped parking pad);
- o) 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 Scope of Work);
- p) Capital improvements to non-historic properties;
- q) 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);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance); and
- t) 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.

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: Yasha Rodríguez, 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. 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 C 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 applicant that has not submitted required reports or satisfied other administrative requirements for 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 an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace 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 that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, 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 name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) 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. 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.

27. 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.

28. 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.

29. 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.

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

31. No Discrimination. The Grantee 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 Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. 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.

33. 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 cause 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.

34. 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.

35. 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.

36. 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 in accordance with Section 287.057, *Florida Statutes*.

37. 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. 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 General Counsel for the Department of State to avoid a potential violation of those statutes.

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. 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.
- 43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Project Description (Attachment A)
 - c) Estimated Project Budget (Attachment B)
 - d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the FY 2017-2018 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____

Dr. Timothy Parsons, Division Director

Paulette Burdick, Mayor
Typed name and title

Date

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: 
Director, Palm Beach County Parks and
Recreation Department

ATTACHMENT A

Project Description

Grant funds will be used to hire a historic preservation consultant to complete a Historic Preservation Plan for DuBois Park in Palm Beach County. The area known as DuBois Park in norther Palm Beach County includes archaeological and historical resources both terrestrial and underwater. Among the resources that will be addressed in the Preservation Plan are the Jupiter Inlet Historic and Archaeological, the DuBois Pioneer Home, a Pineapple Packing House, the Chauffeur's Quarters, an Indian Midden, the San Miguel shipwreck, and other contributing resources within the Dubois Park Historic expansion locally designated historic district. The purpose of the preservation plan is to identify the best means to provide ADA access, to prioritize potential opportunities that will highlight the park's unique history, and compliment educational material developed by the Loxahatchee Guild. The preservation plan will be a central component to the county's public awareness initiative and be made accessible to the public on the Palm Beach County Parks and Recreation Department website. The final draft of the Preservation Plan will be submitted to the Division for review and approval prior to distribution.

Historic preservation services are required and will be provided for this project.

ATTACHMENT B

Estimated Project Budget

| Budget Item Number | Description | Grant Funds | Cash Match | In-Kind Match | Subtotal |
|--------------------|---|-------------|------------|---------------|----------|
| 1 | Historic preservation consultant to research and prepare a historic preservation plan | \$48,000 | \$0 | \$0 | \$48,000 |
| | Total | \$48,000 | \$0 | \$0 | \$48,000 |

ATTACHMENT C

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

The administration of resources awarded by the Department of State to the Recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, 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 OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that

the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

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

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

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)
www.fldfs.com/.

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

PART III: REPORT SUBMISSION

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

- A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Suite 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

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

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

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

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

Department of State
Division of Elections
R.A. Gray Building, Suite 316
500 S. Bronough St.

Tallahassee, FL 32399-0250

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

- A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Suite 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

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

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

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

PART IV: RECORD RETENTION

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, 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, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT 1

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

Not Applicable.

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

Not Applicable.

State resources awarded to the recipient pursuant to this agreement consist of the following:

\$48,000

Matching resources for federal programs:

Not Applicable.

Subject to section 215.97, Florida Statutes:

Florida Department of State Grant, CSFA Number 45.032

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

As contained in the Compliance Supplement to CSFA Number 45.032