



# Jefferson County Board of County Commissioners

Thursday, February 15, 2024 at 6:00 pm

## REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

### 4. CONSENT AGENDA

- a. Vouchers
- b. Meeting Minutes

### 5. GENERAL BUSINESS

- a. A Building

#### Attachments:

- **A-Extension** (CN-450000-021H0-021H0-A\_extenstion.pdf)
- **Div. Historical Resources Bldg A Grant** (Agenda\_Item\_-\_Div\_Historical\_Resources\_Bldg\_A\_Grant.doc)
- **Grant Agreements** (CN-450000-021H0\_Grant\_Agreement.pdf)
- **Historic Extension** (HistoricEx-12112023112342.pdf)

### b. The Planning Collaborative Agreement

#### Attachments:

- **TPC** (TPC\_for\_Jeff\_Co\_DA\_and\_Comprehensive\_Plan\_signed.pdf)

### c. School Board Properties Minor Subdivision

#### Attachments:

- **Memo** (Agenda\_Item\_-\_Monticello\_Minor\_Subdivision.doc)
- **Surveys**  
(BOUNDARY\_SURVEY\_\_SIGNED\_SEALED\_\_WACISSA\_FIRE\_STATION.pdf)
- **survey** (BOCC\_NEW\_1.65\_ACRE\_\_REMAINDER\_\_PARCEL\_3\_Survey.pdf)

6. CLERK OF COURTS
7. COUNTY ENGINEER
8. COUNTY ATTORNEY
9. COUNTY MANAGER
10. COUNTY COMMISSIONERS
11. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

## **PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE**

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

### **SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?**

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

## THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at [jeffersoncountyfl.gov](http://jeffersoncountyfl.gov)) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: *Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

**Jefferson County Board of County Commissioners**

**21.h.fh.900.021**

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Jefferson County Board of County Commissioners, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Historical Federal Subgrant grant, for Monticello High School Mitigation - Line Item. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

**Original Length of Agreement**

7/1/2021 - 06/30/2023

**Amended Length of Agreement**

7/1/2021 -12/31/2023

**Additional Conditions**

**13. Grant Reporting Requirements:**

h) Eighth Project Progress Report is due July 31, for the period ending June 30 (second year of the Grant Period).

i) Ninth Project Progress Report is due October 31, for the period ending September 30 (third year of the Grant Period).

j) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.



AUTHORIZATION

Kirk Reams

Authorized official for the Grantee

Alissa S. Lotane, Director

Authorized official for the Division

Kirk Reams  
Authorized official Signature

5/25/23  
Date

Alissa S. Lotane for ASL 6/9/2023  
Division Authorized official Signature Date

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: February 15, 2024

Date Submitted: February 3, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Request Board Ratification of Agreement and Amendment between Jefferson County and Department of State for Building A Restoration

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### **Statement of Issue:**

This agenda item requests Board ratification of Agreement and Amendment between Jefferson County and Department of State Division of Historical Resources for Building A Restoration.

### **Background:**

Jefferson County, Florida, requested the State of Florida, Department of State Division , provide financial assistance for costs directly related to the restoration and mitigation of the historic Monticello High School building, now known as “Building A,” including disassembly and storage of reusable portions of wood floors and related historic elements on the first and second floors and staircase; demolition and removal of existing concrete basement floor slab; installation of a new drainage system waterproofing interior walls of basement spaces; geotechnical services, including soil borings, soil testing, groundwater measurement, etc.; and a survey for new underground piping within the building footprint and throughout the site (the “Project”), as well as funding for architectural and engineering services, a new/updated Florida Master Site File form, and an update to the National Register of Historic Places (NRHP) listing for the site. The Agreement (Attachment #1) was not formally presented to the Board prior to its execution by the chair in August of 2022. Amendments extending the periods of performance were executed in June and December of 2023 (Attachment #2 and Attachment #3).

### **Analysis:**

Ratification of the Agreement and Amendments will formally approve the documents.

### **Options:**

1. Approve Ratification of Agreement and Amendments between Jefferson County and Department of State for Building A Restoration
2. Do Not Approve Ratification of Agreement and Amendments between Jefferson County and

- Department of State for Building A Restoration
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Agreement between Jefferson County and Department of State for Building A Restoration
2. Amendment #1
3. Amendment #2

**AGREEMENT BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**  
**AND**  
Jefferson County Board of County Commissioners  
034119979  
21.h.fh.900.021

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

The Grantee has been awarded a 2020 Hurricane Michael National Park Service Subgrant by the Division, grant number 21.h.fh.900.021 for the Project "Monticello High School Mitigation - Line Item," in the amount of \$500,000 (Grant Award Amount). The Division enters into this Agreement pursuant to Line Item 3153A, contained in the 2021 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

Funding for this grant is provided by the Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery Grant (CFDA 15.957) awarded to the Division by the Department of the Interior, National Park Service (NPS), Federal Grant Number P20AP00013 (the Prime Award). The Prime Award project period is July 1, 2019 through September 30, 2023.

Pursuant to the Prime Award, NPS awarded the Division \$10,200,000 from the Emergency Supplemental Historic Preservation Fund (ESHPPF), of which \$8,054,000 million is available for subgrants for recovery, repair, and disaster mitigation activities directed at historic properties damaged during Hurricane Michael, incident period October 7, 2018–October 19, 2018. The Division desires to grant a subaward of the Prime Award to Grantee of the Grant Award Amount.

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 "Monticello High School Mitigation - Line Item," 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 restore and mitigate future damage to the Monticello High School, including disassembly and storage of reusable portions of wood floors and related historic elements on the first and second floors and staircase; demolition and removal of existing concrete basement floor slab; installation of a new drainage system; waterproofing of interior walls of basement spaces; Geotechnical services, including soil borings, soil testing, groundwater measurement, etc.; and a survey for new underground piping within the building footprint and throughout the site. Grant funds will also be used for architectural/engineering services; a new/updated Florida Master Site File form; and an update the National Register of Historic Places (NRHP) listing for the Monticello High School.

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

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

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	\$125,000
2	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed, and the professional historic preservation specialist/consultant's credentials to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; Credentials of professional historic preservation specialist/consultant.	\$125,000
3	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, and a draft update to the NRHP listing, conforming to NRHP Bulletin 16a or 16b as appropriate to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed; One (1) electronic copy of the draft update to the NRHP listing, conforming to NRHP Bulletin 16a or 16b as appropriate.	\$125,000
4	Fixed Price	Complete and submit a final update to the NRHP listing, conforming to NRHP Bulletin 16a or 16b as appropriate and a new/updated Florida Master Site File form to the Division for review and approval.	One (1) electronic copy of the final update to the NRHP listing, conforming to NRHP Bulletin 16a or 16b as appropriate; One (1) new/updated Florida Master Site File Form.	\$125,000
<b>Totals</b>				<b>\$500,000</b>

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

and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on **July 1, 2021**, and shall end **June 30, 2023**, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 16 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

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

**For the Grantee:**

Contact: Kirk Reams  
Address: 1 Courthouse Circle Monticello Florida 32344  
Phone:  
Email: kreams@jeffersonclerk.com

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
  - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). 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. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-AA1-26E.pdf>.
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. 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, as required, in advance of or with the executed Agreement.

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this Agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
  - a) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
  - b) If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
  - c) Payments will be withheld for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards

The Division shall reduce total grant funding for the Project in direct proportion to any required 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 18, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

- a) For all projects involving **development activities**, the following special conditions apply:
  - i. All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm>.
  - ii. The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
  - iii. Architectural Services
    - A. All projects shall require contracting for architectural/engineering services.
    - B. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.
  - iv. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Division for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Division for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
  - B. Upon completion of **design development and outline specifications**; and
  - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- v. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Division for review and approval prior to final execution. Division review and approval of said contracts shall not be construed as acceptance by or imposition upon the Division of any financial liability in connection with said contracts.
- vi. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
  - 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 Division for assistance in determining the actions necessary to evaluate the potential for adverse effects of the 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 Division's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interior's Professional Qualification Standards for Archaeology*.
  - 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*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.
  - F. All Historic Preservation Fund (HPF) funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. See Section 11.c) of this agreement.
- vii. **NPS Review of Planning/Design Documents for National Historic Landmarks.** In addition to Division requirements for development projects described above, the following must be provided to the Division for submission to NPS prior to the beginning of grant assisted development work directed at National Historic work:
  - A. a site plan that has the north direction clearly marked;
  - B. a city/county map with the site of the property clearly labeled;
  - C. set of plans and specifications for the project;
  - D. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;



- E. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
- F. for NHL Districts include overall views of the district from the project area;
- G. any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

Documents for the entire undertaking must be submitted to NPS for its review and approval to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey project contracts to the Division for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.
- iii. For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.nyflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.
- iv. For all HPF funded grants, archaeological collections and accompanying data and records must be curated in a repository meeting contemporary professional standards, the Secretary's "Standards for Archaeology and Historic Preservation," and 36 CFR 79 except when other disposition is required by 43 CFR 10, the regulations for the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001). However, the costs of ongoing curation are not allowable for HPF grant assistance.

c) For all projects involving **National Register nominations or updates**, the following special conditions apply:

- i. The Grantee shall consult with Division staff for development of the nomination text. Nominations must conform to National Register of Historic Places Bulletin 16a or 16b, as appropriate: <https://www.nps.gov/nr/publications/>.
- ii. The Grantee shall submit national register nomination project contracts to the Division for review and approval prior to execution.
- iii. Properties determined eligible and not listed that receive funding must complete and submit a nomination to the National Register of Historic Places as part of the project.

d) **Consultants and Contractors.** Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the Grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

e) Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery (ESHFP FYM) Grant Subrecipients

must execute the following federal forms prior to Division execution of the Grant Award Agreement and release of the grant funds:

- i. Standard Form 424B, Assurances – Non-Construction Programs
  - ii. Standard Form 424D, Assurances – Construction Programs
  - iii. Standard Form LLL, Disclosure of Lobbying Activities
- f) Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery (ESHPP FYM) Grant Subrecipients must comply with the **Federal Special Conditions** contained in Attachment C.
- g) In the event that human remains are encountered during project activities all work shall stop immediately and the Grantee shall contact the State Archaeologist in accordance with Chapter 872.05, F.S. The Grantee shall also notify their Division grant manager, who will notify the National Park Service to engage in consultation with the Federally Recognized Tribes currently under government-to-government consultation regarding the project's federal grant award agreement.

10. **Public Endorsements and Acknowledgement of Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, and ESHPP FYM Grant Program requirements:

a) **Public Information, Endorsements, and Press Releases.**

- i. In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement: "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- ii. Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Grantee represents. No release of information relating to this award may state or imply that the Government (state or federal) approves of the Grantee's work products or considers the Grantee's work product to be superior to other products or services.
- iii. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:  
  
*"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."*
- iv. Grantee must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- v. Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to

the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the HPF administered by the National Park Service.

- b) **Requirement for Project Sign/Notification.** The Grantee must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted to the Division for approval in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term. At a minimum, all notifications must contain the following statement:

*"[Project Name] is being supported in part by the Emergency Supplemental Historic Preservation Fund administered by the National Park Service, Department of the Interior."*

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the sign/notification must be submitted to the Division. The cost of fabricating and erecting notification is an eligible grant cost. Routine maintenance costs of project signs are not allowable project costs.

- c) **Copyrights and Funding Acknowledgement in Deliverables & Publications Publications.** The Grantee must include acknowledgment of grant support from the HPF of the NPS, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Scope of Work.
- i. One digital copy of any deliverable/publication must be furnished to the Division for submission to NPS within 90 calendar days of the expiration of this Agreement. At a minimum, all deliverables and publications must contain the following disclaimer and acknowledgement:
- This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.*
- ii. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
- iii. The Division and NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the Division and NPS for future official use. Photographer, date and caption should be identified on each photo, so Division and NPS may provide proper credit for use.
- iv. A digital (preferred) or physical copy of all deliverables must be available for public access. Information that would be exempt from disclosure per the Freedom of Information Act (FOIA), 5 USC 552, may be redacted from the public access copy.

v. All consultants hired by the Grantee must be informed of these requirements.

**11. Federal Compliance Requirements.** All ESHPF FYM subgrant projects must comply with the following federal requirements:

- a) **Compliance with Section 106.** Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), the NPS and the Division must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation (ACHP) in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.
- b) **Compliance with Section 110.** Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this Agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106 (see above). Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.
- c) **Compliance with ADA and ABA.** The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
- d) **Requirement for NEPA Compliance.** All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archaeology. For construction or archaeology projects, the Grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.
- e) **Requirement to Execute a Preservation Covenant/Easement.** Section 54 U.S.C. 302902 of the National Historic Preservation Act requires that HPF grantees must agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, subgrantees awarded funds for the physical preservation of a historic site shall sign a Preservation Covenant/Easement with the SHPO in which the site is located or to a nonprofit preservation organization acceptable to the NPS. NPS approval of a covenant/easement holder other than the SHPO must be in writing. The term of the covenant/easement must follow the guidance in the HPF Manual - Chapter 6 from the end date of this agreement. The covenant/easement must be executed by registering it with the deed of the property. A photocopy of the executed covenant/easement, stamped registered with the deed, must be submitted to the NPS prior to the end of the award period of performance and final drawdown of funding.

A draft copy of the covenant/easement must be submitted to the NPS within one year for review and comment. Baseline documentation of the character defining features of the site should be documented prior to construction through photographs. Following the completion of all work, the preservation covenant/easement must document the grant assisted condition of the site and the character defining features included as part of the document registered with the deed.



- f) **GIS Spatial Data Transfer.** All GIS data collected with ESHPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: [https://www.nps.gov/crgis/crgis\\_standards.htm](https://www.nps.gov/crgis/crgis_standards.htm). Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested.
12. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by **November 30** in the first year of the grant period, except as allowed below.
- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
13. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).
- b) **Second Project Progress Report** is due by due by January 31, for the period ending December 31 (first year of the Grant Period).
- c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
- d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
- e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
- f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
- g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
- h) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200 and the HPF Grants Manual.
14. **Matching Funds.** No non-Federal matching share is required for ESHPF FYM grants. Any non-Federal share, whether in cash or in-kind, included in the approved project budget is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Division based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Grantee must meet their cost share commitment over the life of the award. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

15. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 16 must be met.
16. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances; *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance of the Prime Award through which this project is funded. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
17. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement, Chapter 287 of the *Florida Statutes* and/or Rule 60A-1.002 of the *Florida Administrative Code*;
  - Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
  - Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards;
  - Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
  - Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
  - Entertainment, food, beverages, plaques, awards, or gifts;
  - Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
  - Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;



- k. Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
  - l. Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
  - m. Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
  - n. Capital improvements to non-historic properties or non-historic additions to a Historic Property;
  - o. Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
  - p. Accessibility improvements for Religious Properties;
  - q. Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
  - r. Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
  - s. Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates, or sections of these);
  - t. Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
  - u. Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
  - v. 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;
  - w. Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects;
  - x. Acquisition of real property;
  - y. Total reconstructions and major reconstruction projects, such as recreating a building or landscape that has been completely destroyed; and
  - z. Costs related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.
18. **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 or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures*, 2 CFR Part 200, and the HPF Grants Manual
19. **Repayment.** All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of the

“Department of State” and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

20. **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 B for additional information regarding this requirement.
21. **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.
22. **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.
23. **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.
24. **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.
25. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
26. **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).
27. **Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
28. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
29. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
30. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
31. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

32. **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.
33. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
34. **Termination of Agreement.**
- a) **Termination by the Division.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
  - b) **Termination for convenience.** The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) **Termination by Grantee.** The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- a. **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:

1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.
- b. **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
  39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
  40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
  41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
  42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference. Additionally, the use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
  43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
  44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
    - a) This Agreement
    - b) Estimated Project Budget (Attachment A)
    - c) Single Audit Act Requirements and Exhibit I (Attachment B)
    - d) Federal Special Conditions (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY 2020-2021 General Appropriation Act and Additional Supplemental Appropriations for Disaster Relief Act of 2019, enacted as Public Law 116-20, and by an Emergency Supplemental Historic Preservation Fund Grant from the NPS, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: Alissa Lane

Dr. Timothy A. Parsons, Division Director

Grantee:

By: J. Hull

Authorizing Official for the Grantee

11/18/22

Date

Chair, JBocC

Typed name and title

8/18/22

Date

**ATTACHMENT A**

**Estimated Project Budget**

<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
Demolition and Removal of Existing Concrete Basement Floor Slab; Disassembly and Storage of Reusable Wood Floors and Related Historic Elements	\$140,050	\$0	\$0
Installation of New Drainage System	\$86,800	\$0	\$0
Waterproofing	\$231,300	\$0	\$0
Geotechnical services	\$5,000	\$0	\$0
Survey for underground piping	\$3,000	\$0	\$0
Architectural/Engineering Services	\$32,350	\$0	\$0
NRHP Listing Update; New/Updated Florida Master Site File Form	\$1,500	\$0	\$0
<b>Totals</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>

## **ATTACHMENT B**

### **FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

#### **AUDIT REQUIREMENTS**

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

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **Part I: Federally Funded**

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

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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



of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## **Part II: State Funded**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

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

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

## **Part III: Report Submission**

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

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

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

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

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

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

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

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

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

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

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

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



## **EXHIBIT 1**

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

Department of the Interior, National Park Service, Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery, CFDA 15.957. \$500,000

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

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the Historic Preservation Fund Grants Manual.

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

-  
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-  
-

### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

-  
-  
Not applicable.

### **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Not applicable.

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

-  
Not applicable.

**ATTACHMENT C**  
**FEDERAL SPECIAL CONDITIONS**  
**FOR EMERGENCY SUPPLEMENTAL**  
**HISTORIC PRESERVATION FUND GRANT SUBRECIPIENTS**

In addition to the terms and conditions contained in this Agreement, the following federal special conditions apply to Grantee, as a Subrecipient of Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery Grant funds from the National Park Service (NPS):

**1. Insurance and Liability.**

- a) **Insurance.** The Subrecipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- b) **Insured.** The Federal Government shall be named as an additional insured under the Subrecipient's insurance policy.
- c) **Indemnification.** The Subrecipient hereby agrees to indemnify the Federal Government and the NPS from any act or omission of the Subrecipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

The Subrecipient hereby agrees:

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of *one million dollars (\$1,000,000)* per person for any one claim, and an aggregate limitation of *three million dollars (\$3,000,000)* for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein the Subrecipient shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Subrecipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Subrecipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Subrecipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Subrecipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Subrecipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Subrecipient, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Subrecipient will constitute termination of this Agreement by the NPS.

d) **Flow-down.** For the purposes of this clause, "Subrecipient" includes such contractors, or subcontractors as, in the judgment of the Subrecipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

2. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

3. **Property Utilization.** All tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

4. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>).

a) **Administrative Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

b) **Determination of Allowable Costs:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

c) **Audit Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";*

*2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";*

*43 CFR 18, "New Restrictions on Lobbying";*

*2 CFR Part 175, "Trafficking Victims Protection Act of 2000";*

*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

*2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and*

*2 CFR Part 170, "Reporting Subawards and Executive Compensation".*

**5. Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

**6. Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

**7. Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

**8. Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

**9. Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

**10. Agency.** The Subrecipient is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Park, nor will the Subrecipient represent itself as such to third parties. NPS employees are not agents of the Subrecipient and will not act on behalf of the Subrecipient.

**11. Non-Exclusive Agreement.** This Agreement in no way restricts the Subrecipient or the NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

**12. Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

**13. No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between the NPS and Subrecipient or its representatives. No representative of Subrecipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

**14. Foreign Travel.** The Subrecipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.

**15. Program Income.** If the Subrecipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

**16. Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**17. Rights in Data.** The Subrecipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Subrecipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

**18. Retention and Access Requirements for Records.** All Subrecipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.

#### **19. Audit Requirements**

- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §7501–7507) and 2 CFR Part 200,

Subpart F , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=f6463a517ccea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

**20. Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.

**21. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

**22. Seat Belt Provision.** The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

**23. Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).

**24. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the



simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

**25. Reporting Subawards and Executive Compensation.** Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.frs.gov/> for more information.

## **26. Conflict of Interest**

### **a) Applicability.**

- i) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- ii) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

### **b) Requirements**

- i) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- ii) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- iii) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

### **c) Notification**

- i) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- ii) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

d) **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C 1352.

e) **Review Procedures.** The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

f) **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

## **27. Minimum Wages Under Executive Order 13658 (January 2015)**

a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

1. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and
  - i. Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
  - ii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
  - iii. Regardless of the contractual relationship alleged to exist between the individual and the employer.
2. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).
3. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage rate.*



1. The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).
2. The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
3.
  - i. The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
  - ii. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.
  - iii. The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
4. The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
5. The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
6. The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
7. Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

8. The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
9. The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

1. This clause applies to workers as defined in paragraph a). As provided in that definition—
  - i. Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or Subrecipient and the worker;
  - ii. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
  - iii. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
2. This clause does not apply to—
  - i. Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
  - ii. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - A. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
    - B. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
    - C. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable

E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) *Payroll Records.*

1. The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
  - i. Name, address, and social security number;
  - ii. The worker's occupation(s) or classification(s);
  - iii. The rate or rates of wages paid;
  - iv. The number of daily and weekly hours worked by each worker;
  - v. Any deductions made; and
  - vi. Total wages paid.
2. The non-Federal entity shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.
3. The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
4. Failure to comply with this paragraph (e) shall be a violation of 29 CFR. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
5. Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

- f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 CFR § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning an non-Federal entity's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Anti-retaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**26. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:**

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

**27. Data Availability**

- a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
  - 1. The scientific data relied upon;
  - 2. The analysis relied upon; and
  - 3. The methodology, including models, used to gather and analyze data.

**28. Additional Federal Requirements Regarding Equipment Purchases.** Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

**29. Patents and inventions.** Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

**30. CFDA Inclusion in Single Audit.** Non-Federal entities receiving financial assistance through the HPF must include the appropriate CFDA number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award will be 15.957.

**31. Notice of Financial Management Review.** As part of federal government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the Subrecipient is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

**32. Unanticipated Discovery Protocols.** Subrecipient and contractors must immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the Division, Subrecipient, or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the Division, the Subrecipient or contractor may perform additional measures to secure the jobsite if the Subrecipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.



**33. Other Financial Assistance from the National Park Service.** Work approved under this grant shall in no way inhibit or preclude others from applying for federal assistance through other programs overseen or reviewed by NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood that approvals through this grant funding are not transferable to other NPS or NPS-sponsored programs. Subrecipients should understand that work performed under this grant program may impact other work approvals. Grant funds cannot be claimed as eligible expenses potential tax credits.

**34. Requirement for Training.** At the direction of the NPS or Division, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The Subrecipient will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

**35. Strengthening Buy-American Preferences for Infrastructure Projects per E.O. 113858.** Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Subrecipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

**36. Funding for Use of Unmanned Aircraft Systems (UAS) (aka Drones).** HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a State, Tribal, local, or territorial government, or other non-profit organization, for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

**37. Statement of No Overlap**

- a) The Grantee certifies that there is no overlap in Federal Funding in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).
- b) If any overlap or duplication does exist, the Grantee will alert the Division immediately and describe the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.

**38. Criminal Penalties and Fraud, Waste, & Abuse**

- a) **Criminal Penalties.** Whoever knowingly and willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or properties which are the subject of a subgrant, contract or other form of assistance pursuant to this award, or whoever receives, conceals or retains such funds, assets, or property with intent to convert such funds, assets, or property to his/her use or gain, knowing that such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to prosecution.
- b) **Fraud, Waste, and Abuse.** The subgrantee or contractor must report any credible evidence that a principal, employee, agent,

contractor, subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Report potential fraud, waste, abuse, or misconduct to:

Office of Inspector General  
U.S. Department of the Interior  
ATTN: Intake Management Unit  
381 Elden Street, Suite 3000  
Herndon, VA 20170  
Telephone: (800) 424-5081  
Fax: (703) 487-5402 (ATTN: HOTLINE OPERATIONS)

**39. Audit Findings and Follow-up.** The Subrecipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Subrecipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Subrecipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Subrecipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

#### **40. Reporting of Matters Related to Recipient Integrity and Performances**

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings You Must Report.** Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent five year period; and

- c. Is one of the following:
- i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
  - iv. Any other criminal, civil, or administrative proceeding if:
    - A. It could have led to an outcome described in paragraph 2.c.(i), (ii), or (iii) of this award term and condition;
    - B. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - C. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting Procedures: Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
4. Reporting Frequency: During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contracts, grants, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
5. Definitions. For purposes of this award term and condition:
- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
    - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.



## State of Florida

Chief Financial Officer  
Department of Financial Services  
Bureau of Accounting  
200 East Gaines Street  
Tallahassee, FL 32399-0354

Telephone: (850) 413-5519 Fax: (850) 413-5550

### Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

**Taxpayer Identification Number (FEIN):** 59-6000690

**IRS Name:** JEFFERSON COUNTY BOARD OF COUNTY

**Address:** COUNTY COURTHOUSE ROOM 10  
MONTICELLO, FL  
32344-0000

**Business Designation:** Government Entity

#### **Certification Statement:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I **am not** subject to backup withholding because:
  - (a) I am exempt from backup withholding **or**
  - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
  - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: J TYLER MCNEILL

Preparer's Title: CHIEF DEPUTY CLERK / HR DIRECTOR

Phone: 8503420218 Ext: 231

Email: tmcneill@jeffersonclerk.com

Date Submitted: 10/07/2015

## **Jefferson County Board of County Commissioners**

### **21.h.fh.900.021**

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Jefferson County Board of County Commissioners, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Historical Federal Subgrant grant, for Monticello High School Mitigation - Line Item. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

#### **Original Length of Agreement**

7/1/2021 -12/31/2023

#### **Amended Length of Agreement**

7/1/2021 -6/30/2024

#### **Additional Conditions**

##### **13. Grant Reporting Requirements:**

j) Tenth Report is due by January 15, for the period ending December 31 (third year of the grant period).

k) Eleventh Report is due by April 15, for the period ending March 31 (third year of the grant period).

l) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual. and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200.



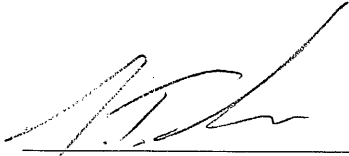
AUTHORIZATION

JT Surles, Chairman

Authorized official for the Grantee

\_\_\_\_\_

Authorized official for the Division



Authorized official Signature

12/7/23

Date

\_\_\_\_\_

Division Authorized official Signature

\_\_\_\_\_

Date

## **AGREEMENT BETWEEN JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS AND THE PLANNING COLLABORATIVE, LLC**

This Agreement, effective as of the final dated signature, is between **Jefferson County, Florida (JC)** and The Planning Collaborative (**TPC**), a land use planning services firm located at 2311 Lee Street in Lynn Haven, FL for the preparation and presentation to Jefferson County those services which are outlined in the proposal attached to this Agreement, specifically an update to the Jefferson County Comprehensive Plan through 2045. This proposal was accepted by the Jefferson County Commission in December 2023.

### **Article I. TPC basic and additional services**

- A. **TPC** basic services to be included in this Agreement shall be those tasks as outlined in the attached Proposal. These include:

a) Task One: Project Kickoff

Deliverables – Review of existing documents; Preparation for and participation in one kickoff meeting with staff which may be held virtually or in person.

2 Task Two: Development and Completion of Support Data and Analysis

Deliverables – Collection and analysis of data readily available. The data and analysis (D&A) shall be provided to Jefferson County as a report in digital form. This D&A is not anticipated to be adopted by Jefferson County. If adoption is anticipated into the Comprehensive Plan, any additional presentation to the elected or an appointed body which is held outside of a presentation of the revised Goals, Objectives, and Policies will be considered “Additional Services” and compensated at our annual hourly rate after prior written approval from Jefferson County.

3 Task Three: Complete Comprehensive Plan Update Draft

Deliverables – Draft and delivery of the Comprehensive Plan Goals, Objectives, and Policies in strikethrough and underline format.

4 Task Four: Transmittal and Adoption of the Comprehensive Plan

Deliverables – Attendance at three (3) public hearings/workshops. Supply of the ordinance for adoption of the amended Plan. Assistance with the submission of the documents to the Florida Department of Commerce throughout the transmittal and adoption process.

- B. Additional services or expenses not included in this Agreement are:

1. Production of maps. The following maps, at minimum, are required at the D&A stage and the formulation of policy stage:

- a) Future Land Use Map
- b) Existing Land Use Map

- c) Roadway Functional Classification Map
- d) Roadway Level of Service Map, 2023
- e) Roadway Level of Service Map, 2045
- f) Parks and Recreation Map
- g) Wetlands Map
- h) Floodplains Map
- i) Soils Map
- j) Conservation Areas Map
- k) Special Areas Map, as appropriate (eg. Historical areas)
- l) Wellfield Management Areas
- m) High Aquifer Recharge Areas (as applicable)
- n) Greenways and Blueways

These maps shall be provided to **TPC** by **JC** within 120 days from the execution of this Agreement so that **TPC** may adequately perform the analyses required.

- 2. Mapping analysis, such as acres of each Future Land Use (FLU) category, acres of number of wetlands in each FLU category, and developable acreages in each FLU category. Additional mapping analysis required shall include acres of specific attributes, such as parks, conservation areas, public lands, Water Management District owned lands, and other necessary data as deemed necessary to conduct the appropriate level of analysis for support of Plan policy. This shall be provided by **JC** unless a separate Agreement is executed for **TPC** to hire a subconsultant to conduct this work.
- 3. Any land acreage data that is required to study the effectiveness of existing or proposed policy, such as the amount of area (acres) required to be dedicated to a specific type of use within a specific FLU category.
- 4. Any hard copy documents requested by **JC**. All documents shall be provided digitally in PDF format.
- 5. Any additional meetings outside of those specified in this agreement.

## **Article II. JC's Responsibilities**

- A. In a timely manner, **JC** agrees to provide **TPC** with all previously retained information, reports, maps, and other relevant documents to **TPC** in order for **TPC** to provide the requested professional services. This especially includes all information needed as listed in Article I, Part B. It is the responsibility of **JC** to ensure **TPC** has all the required and necessary documentation, information, and data for an adequate and accurate deliverable production.
- B. It is understood that Shannon Metty, or her designee, of **JC** shall be the authorized representative who shall be the sole point of contact for **TPC**. This shall include all correspondence and invoicing regarding this Agreement.

## **Article III. Estimated Schedule and Project Budget.**

- A. **TPC** shall render its services as expeditiously as is consistent with professional skill and care. During the course of this Agreement, anticipated and unanticipated events may impact any performance or hearing schedules. Holiday schedules or occasions of

Uncontrollable Forces, as defined below, are not included in the timing of the proposal, and shall be considered accordingly.

- B. **TPC** shall complete and submit the draft reports to **JC** staff for review prior to the scheduling of any public hearings.
- C. The lump sum fees for completion of each task are as follows.

Task Number	Short Description	Planned Dates <sup>1</sup>	Lump Sum Fee
1	Document Review and Kick off meeting	March 2024	\$2,500
2	Development and Completion of Data and Analysis	March 2024- August 2024	\$32,500
3	Complete Plan Draft GOPs with Revisions	July 2024 – October 2024	\$33,500
4	Transmittal and Adoption hearings and process	October 2024 – December 2024	4,800
<b>TOTAL</b>			<b>\$73,300</b>

<sup>1</sup> *Dates are anticipated. Meeting schedules and events of Uncontrollable Forces, as defined below, may delay planned dates.*

These fees include those tasks as identified in Article I, Part A. Additional services deemed necessary shall be made as an amendment to this Agreement and shall be considered an addendum.

- D. If timing of the deliverables becomes extraordinary in nature such that the production and/or editing becomes exceedingly delayed due changes requested by **JC**, additional editing/change fees shall be noticed to **JC** in a timely fashion. Any additional work necessary due to change of submitted documents shall require an addendum to this agreement.
- E. If the full list of services noted in Article I, Parts A and B are unneeded as determined, **JC** shall terminate this Agreement as outlined in Article V and shall render the amount due to **TPC** that equates to the percentage of services completed.

#### **Article IV. Compensation and Payments.**

- A. The fees noted in Article III, Part C shall be invoiced separately, by percent complete of each task. Invoices shall be submitted monthly, depending on workload.

- B. All payments shall be due within thirty (30) days of receipt of the invoice. Invoices shall be sent to the authorized representative of **JC**. All payments shall be made by check to The Planning Collaborative, submitted to the address noted on the invoice.

## **Article V. Termination**

- A. Either **TPC** or **JC** may terminate this Agreement upon fourteen (14) days written notice.
- B. If terminated, **JC** agrees to pay **TPC** for all basic and any additional services rendered, if applicable, up to the date of termination. The payment shall be determined by percent complete of the tasks noted herein.

## **Article VI. Dispute Resolution**

- A. **JC** and **TPC** agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation services consultant acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

## **Article VII. Insurance.**

- A. TPC shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the JC with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the JC to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the JC.

Comprehensive Automobile Liability Insurance. In the event TPC travels in furtherance of the performance of the services required in this Agreement, TPC shall obtain comprehensive automobile liability insurance with \$300,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.



Workers' Compensation. If applicable, TPC shall provide, pay for, and maintain workers' compensation insurance on all employees, as required by Florida Statutes.

- B. JC shall be named as an additional insured on all TPC policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of JC. All such policies shall be endorsed to provide legal defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.
- C. TPC's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the JC.
- D. If there is any failure by TPC to comply with the provisions of this section, the JC may, at its option, on notice to TPC, suspend the work for cause until there is full compliance.
- E. TPC shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.
- F. All TPC's sub-consultants shall be required to include JC and TPC as additional insured on their General Liability Insurance policies.
- G. In the event that sub-consultants used by TPC do not have insurance, or do not meet the insurance limits, TPC shall indemnify and hold harmless JC for any claim in excess of the sub-consultants' insurance coverage.
- H. TPC shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by JC.

#### **Article VIII. Records.**

- A. TPC shall be required to cooperate with JC and other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of JC for its use and/or distribution as may be deemed appropriate by JC. TPC is not liable for any damages, injury or costs associated with JC use or distribution of these documents for purposes other than those originally intended by TPC.
- B. TPC shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
  - 1. Keep and maintain public records required by JC in order to perform the services described herein.
  - 2. Upon request from JC provide JC with any requested public records or allow the requested records to be inspected or copied within a reasonable time by JC.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if TPC does not transfer all records to JC.

4. Transfer, at no cost, to JC all public records in possession of TPC upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to JC, upon request from JC, in a format that is compatible with the information technology systems of JC. If TPC keeps and maintains public records upon the conclusion of this Agreement, TPC shall meet all applicable requirements for retaining public records that would apply to JC.
5. If TPC does not comply with a public records request, JC shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if TPC fails to provide records when requested, TPC may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF TPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-342-0223, [SMETTY@JEFFERSONCOUNTYFL.GOV](mailto:SMETTY@JEFFERSONCOUNTYFL.GOV) AND 445 WEST PALMER MILL ROAD, MONTICELLO, FL 32344.**

#### **Article IX. Miscellaneous Provisions.**

- A. In performance of the services provided in this Agreement, TPC will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.
- B. This Agreement is governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.
- C. TPC undertakes performance of the services provided in this Agreement as an independent contractor and shall be wholly responsible for the methods of performance.
- D. This Agreement is the entire and integrated Agreement between **JC** and **TPC** and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument by both **JC** and **TPC**.
- E. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make sure term or provision enforceable and valid.

- F. Neither **JC** nor **TPC** shall assign this Agreement without the written consent of the other. However, **TPC** reserves the right to retain a subconsultant for assistance with the deliverables of this Agreement upon approval of JC, which shall not be unreasonably withheld. JC hereby approves Allison Megrath, AICP to be retained by TPC as an approved subconsultant.
- G. Irrespective of any other term in this Agreement, **TPC** shall not control or be responsible for schedules or for any other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with scheduling mandates.
- H. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witness' fees as provided by law. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- I. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- J. Neither JC nor TPC shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.
- K. This Agreement shall be signed and returned to **TPC** by February 20, 2024. If not signed and returned by that date, the offer to perform the described services and/or the timeline mentioned herein may, with **TPC's** sole discretion, be amended or the Agreement may be withdrawn and be null and void.

TPC

  
Allara Mills Gutcher, Principal

Dated: February 6, 2024

Jefferson County

\_\_\_\_\_  
JT Surles, Chairman

Dated: \_\_\_\_\_

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: February 15, 2024

Date Submitted: February 7, 2024

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Request Board Approval to Seek a Minor Subdivision from the City of Monticello

---

### **Statement of Issue:**

This agenda item requests Board approval to seek a Minor Subdivision from the City of Monticello to create a new lot containing the County planning department, the public library, and the old high gymnasium so the new lot can be conveyed to the County.

### **Background:**

Jefferson County and the Jefferson County School District have been jointly working to convey the old high school properties currently leased by the County from the School District to the County. The parcels have all been surveyed and the County Attorney has been working with the School Board attorney to obtain deeds and lease termination documents.

There are currently a few title issues being remedied by the School District before the conveyance of the property containing the tax collector's offices and, additionally, the property containing the County planning department, the public library, and the old high gymnasium must be split from its existing parent parcel so the new lot can be conveyed to the County. The School District will be retaining the remainder of the parent parcel.

The County Attorney consulted with the Monticello City Attorney on the correct process to obtain legal approval for the split and were advised to apply for a Minor Subdivision pursuant to Section 54-595 of the City of Monticello Codes of Ordinances.

### **Analysis:**

The City of Monticello does not have an approved application form for a Minor Subdivision so a letter containing required information was prepared for submittal. Additionally, the County will submit an authorization form from the School District as the current property owner, a survey to scale which sets forth the dimensions of the lot to be split, the property card, a title search which includes the ownership of the Property, all easements and any encumbrances.

Pursuant to the City Code, Minor Subdivisions shall be approved, approved with conditions, or denied by the City within 15 days of receipt of a complete application.

The next steps will be for the School District to approve deeds and lease termination documents for the identified parcels. These items will then be brought to the BoCC for approval and acceptance.

**Options:**

1. Approve Application in Substantial Form for Minor Subdivision from the City of Monticello
2. Do Not Approve Application for Minor Subdivision from the City of Monticello
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Application for Minor Subdivision



**ATTACHMENT 1**

Letterhead

INSERT DATE

*Via U.S. Mail*

Seth Lawless  
City Manager  
City of Monticello, Florida  
245 S. Mulberry Street  
Monticello, Florida 32344  
[Seth.lawless@mymonticello.net](mailto:Seth.lawless@mymonticello.net)

Re: Application for a Minor Subdivision  
Parcel No. 25-2N-4E-0000-0500-0000

Dear Mr. Lawless:

Please consider this letter, Jefferson County's application for a Minor Subdivision in accordance with Section 54-595 of the City of Monticello Code of Ordinances, details of which are below. For background purposes, the County is working with Jefferson County School District to acquire property that was previously part of the old high school and is currently being used for County government purposes. As part of the acquisition, the County and the School District must split a portion of an existing lot because only a portion will be conveyed to the County. The County and School District by way of this letter are formally requesting that the City initiate its Minor Subdivision procedures. After consulting with the City Attorney on this application and process, below please find the necessary information to begin the Minor Subdivision process.

**Applicant:** Jefferson County, Florida on behalf of the Jefferson County School District (see attached letter of authorization)

**Property Address:** 400 S. Water Street, Monticello, FL

**Jefferson County Property Appraiser Parcel ID. Number:** 25-2N-4E-0000-0500-0000

**Future Land Use (FLUM) Designation:** E

**Zoning District Designation:** Agricultural (A)

**Present use of the property to be divided:** There are three buildings on the property. The buildings are being used for the County's Planning Department, the Public Library and an old school gymnasium. The future use after the division would continue to be for essential County government

services.

**Proposed size of the lot to be divided:** 2.12 acres

**The remainder parent parcel:** 47.78 acres

**Number of proposed lots (including parent parcel):** two (2) which does not include previously split parcels.

**Road frontage:** 446.51 feet abutting Water Street and 206.97 feet abutting Palmer Mill Road, with an existing paved parking area.

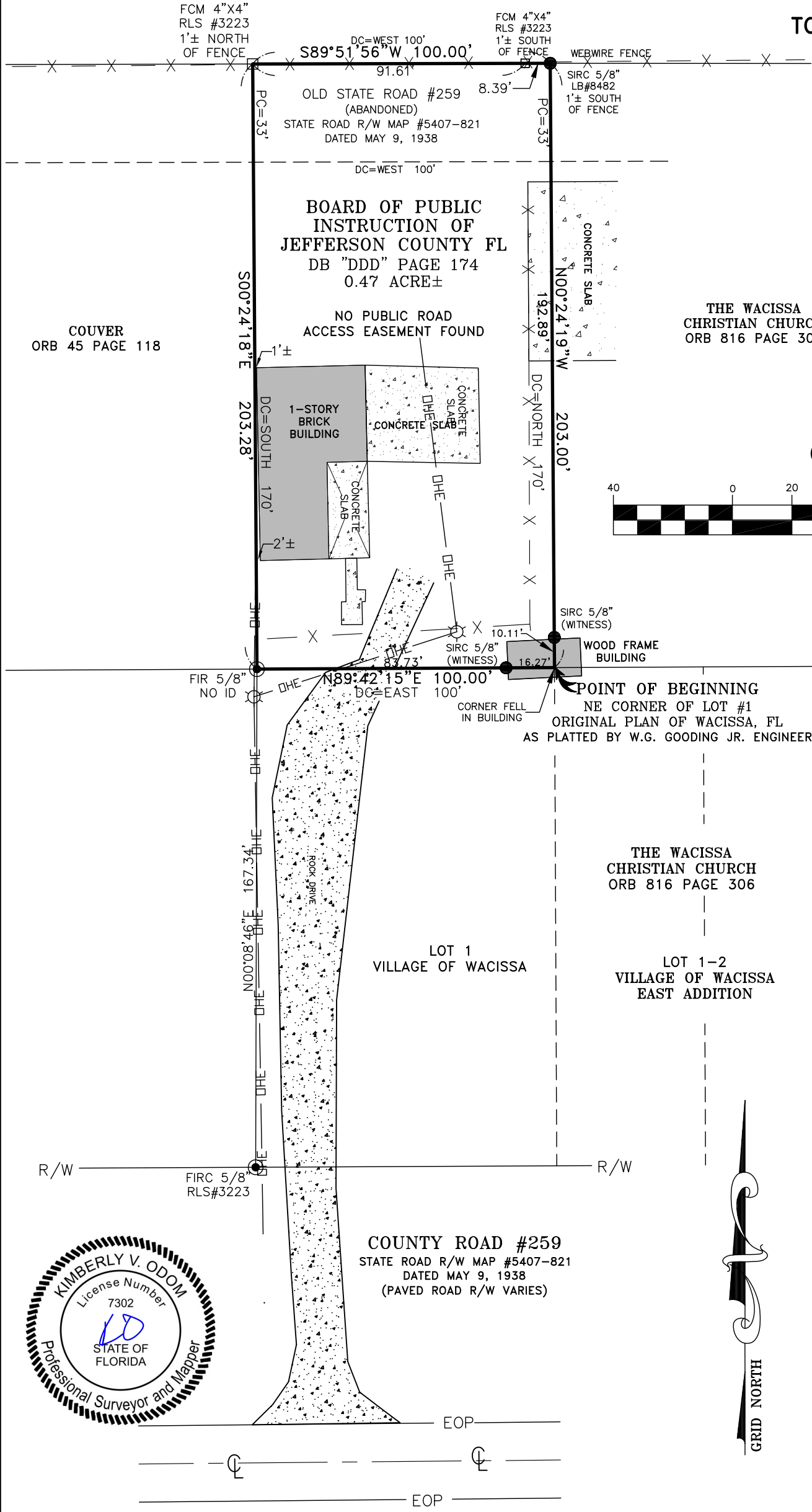
In addition to the information above, please find enclosed an authorization form from the School District, a survey to scale which sets forth the dimensions of the lot to be split, the property card, a title search which includes the ownership of the Property, all easements and any encumbrances. Please note, in the title search, the property is identified as "Parcel 2". Should you need additional information, please do not hesitate to contact me at 850-224-4070 or the County Manager at 850-342-0223. Thank you in advance for your assistance in this matter.

Sincerely,

Heather Encinosa

Enclosures

BOUNDARY SURVEY  
LOCATED IN SECTION 36  
TOWNSHIP 1 SOUTH, RANGE 3 EAST  
JEFFERSON COUNTY, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

DEED BOOK "DDD" PAGE 114

BEGIN AT the Northeast corner of Lot Number One (1) of the Original Town of Wacissa, Florida as platted by W. J. Gooding Jr., engineer in charge of construction, March 3, 1906, and on file in the Office of the Clerk of the Circuit Court of Jefferson, and to which reference is hereby made, and run thence North one hundred seventy (170) feet; thence West one hundred (100) feet; thence South one hundred seventy (170) feet; thence East one hundred (100) feet to the Point of Beginning. Said lands being in Section Thirty-Six (36) Township One (1) South, Range Three (3) East.

SURVEYOR'S NOTES:

- Bearings hereon are Florida (North) State Plane GRID bearings, established using Global Positioning System satellites and local continuously operating reference stations, utilizing Spectra SP85 GNSS receivers with FDOT FPRN network fixed for control.
- If no difference is shown, deed call bearings and distances are the same as measured.
- Utilities, interior fences & other improvements were not located except as shown. Field fences identified on this plat are shown approximate and were not located precisely between corners. Fences may meander in between fence ties at property corners. Ownership of fences is not determined by this survey.
- Field work was completed on July 31, 2023.
- There may be other restrictions of record not shown on this plat that are found in the county's public records.
- The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of subject property.
- Information shown on adjacent properties, including land owner names and deed references, were compiled using the latest available data taken from unofficial county public records and are shown for informational purposes only.
- Notice of liability: This survey has been prepared for the exclusive use of the entities named hereon. Certification is made only to the original purchaser, closing agent, and mortgage holder as specified on this survey and is not transferable to additional institutions or subsequent owners. Any other use, benefit, or reliance by any other party is prohibited without the express written consent of the signing surveyor. Additions or deletions to this survey, maps or reports by any person other than the signing surveyor is STRICTLY PROHIBITED. The use of the word "CERTIFY" or "CERTIFICATION" within this survey only constitutes an expression of professional opinion regarding those facts & findings shown hereon and does not constitute a warranty or guarantee, either implied or expressed.
- This survey does not determine ownership of property.



I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

*Kimberly V. Odom* 08/03/2023  
Kimberly V. Odom, PSM, Florida LS#7302 Date

FD FOUND  
FIR FOUND IRON ROD  
FIP FOUND IRON PIPE  
FIRC FOUND IRON ROD & CAP  
SIRC SET 5/8" IRON ROD LB#8482  
FCM FOUND CONCRETE MONUMENT  
RLS REGISTERED LAND SURVEYOR  
PLS PROFESSIONAL LAND SURVEYOR  
LS LICENSED SURVEYOR  
LB LICENSED BUSINESS

LEGEND & ABBREVIATIONS

ORB OFFICIAL RECORDS BOOK  
DC DEED CALL  
DB DEED BOOK  
PC PLAT CALL  
CH CHORD BEARING & DISTANCE  
D CENTRAL ANGLE  
R RADIUS LENGTH  
L ARC LENGTH  
BROKEN LINE (NOT TO SCALE)  
CENTERLINE

R/W RIGHT-OF-WAY  
EOR EDGE OF ROAD  
EOP EDGE OF PAVEMENT  
W/F WOOD FRAME  
CONC. CONCRETE  
A/C AIR CONDITIONER  
POWER POLE  
-OHE- OVERHEAD ELECTRIC  
-X- FENCE LINE  
-WDL- WOODS OR TREE LINE

CERTIFIED TO:

JEFFERSON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

JEFFERSON COUNTY  
SCHOOL BOARD

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER



DELTA LAND SURVEYORS, LLC

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB#8482  
deltasurveyllc@gmail.com megandelta85@gmail.com

MONTICELLO: (850)997-0301  
PERRY: (850)584-2849

275 NORTH MULBERRY STREET  
MONTICELLO, FLORIDA 32344

PROUDLY SERVING ALL OF FLORIDA AND SOUTHERN GEORGIA SINCE 1983

DRAWN BY: PAP

CHECKED BY: KVO

SCALE: 1"= 40'

CREW: DO / TF

FIELD BOOK: 23-500

PAGE: 7-8

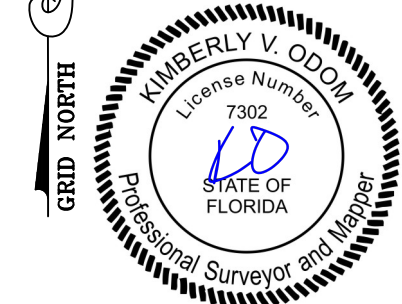
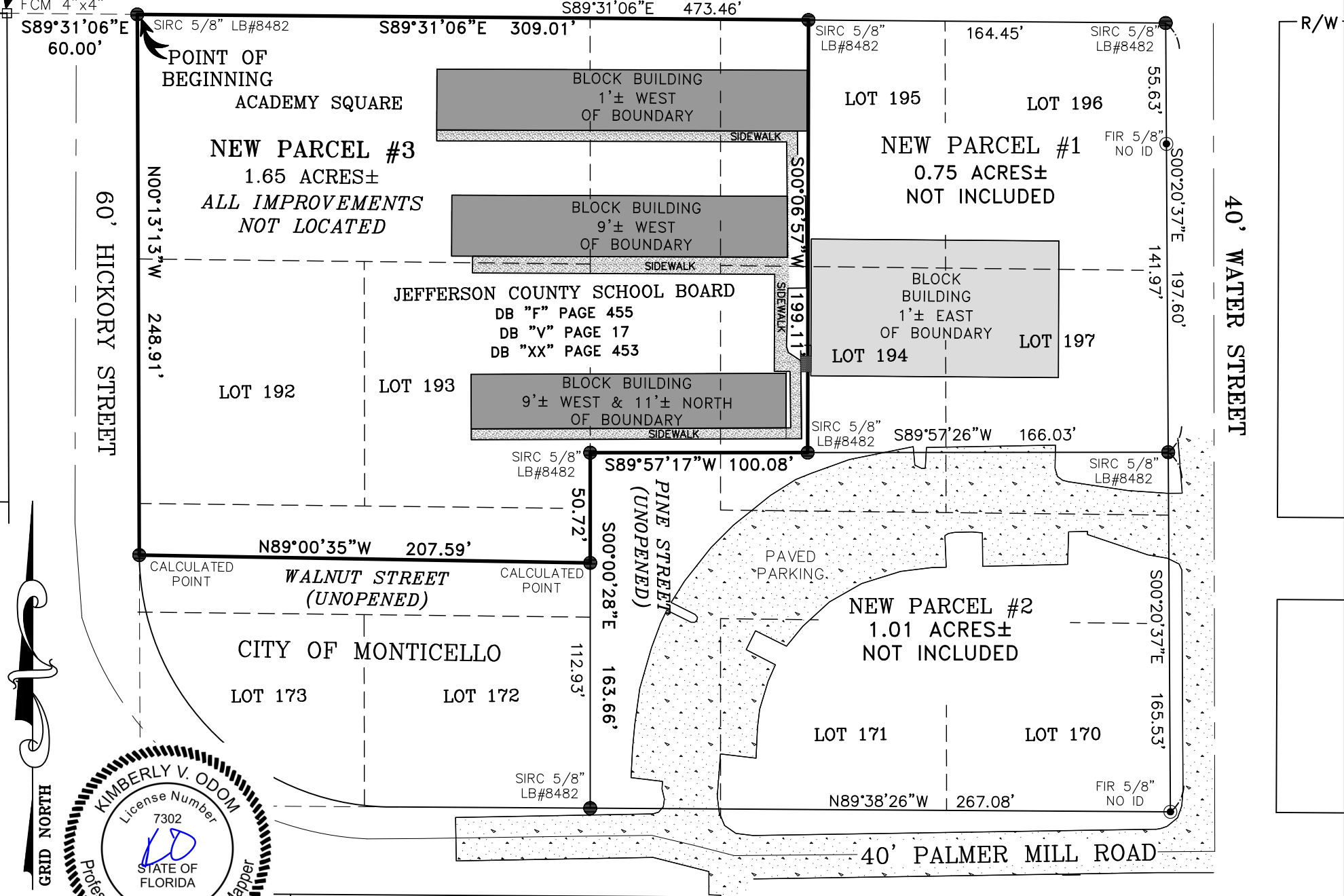
AUG. 3, 2023  
DATE

23-074-27  
JOB NO.

POINT OF COMMENCEMENT  
NE CORNER OF SECTION LOT 190  
ORIGINAL PLAN OF MONTICELLO  
DEED BOOK "G", PAGE 1  
AND LOCATED IN SECTION 25  
TOWNSHIP 2 NORTH, RANGE 4 EAST  
JEFFERSON COUNTY, FLORIDA

80' U.S. HIGHWAY 90  
WEST WASHINGTON STREET

SKETCH OF DESCRIPTION  
LOCATED IN SECTION 25  
TOWNSHIP 2 NORTH, RANGE 4 EAST  
JEFFERSON COUNTY, FLORIDA  
THIS IS NOT A BOUNDARY SURVEY.



- SURVEYOR'S NOTES:**
- Bearings hereon are Florida (North) State Plane GRID bearings, established using Global Positioning System satellites and local continuously operating reference stations, utilizing Spectra SP85 GNSS receivers with FDOT FPRN network fixed for control.
  - If no difference is shown, deed call bearings and distances are the same as measured.
  - Utilities, interior fences & other improvements were not located except as shown. Field fences identified on this plat are shown approximate and were not located precisely between corners. Fences may meander in between fence ties at property corners. Ownership of fences is not determined by this survey.
  - Field work was completed on August 14, 2023.
  - There may be other restrictions of record not shown on this plat that are found in the county's public records.
  - The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of subject property.
  - Information shown on adjacent properties, including land owner names and deed references, were compiled using the latest available data taken from unofficial county public records and are shown for informational purposes only.
  - Notice of liability: This survey has been prepared for the exclusive use of the entities named hereon. Certification is made only to the original purchaser, closing agent, and mortgage holder as specified on this survey and is not transferable to additional institutions or subsequent owners. Any other use, benefit, or reliance by any other party is prohibited without the express written consent of the signing surveyor. Additions or deletions to this survey, maps or reports by any person other than the signing surveyor is STRICTLY PROHIBITED.
  - The use of the word "CERTIFY" or "CERTIFICATION" within this survey only constitutes an expression of professional opinion regarding those facts & findings shown hereon and does not constitute a warranty or guarantee, either implied or expressed.
  - This survey does not determine ownership of property.

**NEW PARCEL #3**

A 1.65 acre of land lying situated within the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 25, Township 2 North, Range 4 East, Jefferson County, Florida, being a part of Academy Square and all of Lots #192 and #193 of The Original Plan (or Plat) to the Town of Monticello, Florida, as recorded in Deed Book "G", page 1; said parcel being a portion of those lands as described in Deed Book "F", page 455, in Deed Book "V", page 17, and in Deed Book "XX" page 453, in the public records of Jefferson County, Florida, and more particularly described as follows:

COMMENCE AT a concrete monument marking the Northeast corner of Lot #190 of the Original Plan (or Plat) of the Town of Monticello, as recorded in Deed Book "G", Page 1, Public Records of Jefferson County, Florida, said point being on the southerly right-of-way line of 80' U.S. Highway #90 (Washington Street) and run South 89 degrees 31 minutes 06 seconds East 60.00 feet to an iron rod marking the intersection of the southerly right-of-way line of 80' U.S. Highway #90 with the easterly right-of-way line of 60' Hickory Street and the POINT OF BEGINNING of the herein described parcel; thence from said POINT OF BEGINNING, continue South 89 degrees 31 minutes 06 seconds East along the Southerly right-of-way line of U.S. Highway 90 a distance of 309.01 feet to an iron rod; thence leaving southerly right-of-way, run South 00 degrees 06 minutes 57 seconds West 199.11 feet to an iron rod; thence South 89 degrees 57 minutes 17 seconds West 100.08 feet to an iron rod; thence South 00 degrees 00 minutes 28 seconds East 50.72 feet to a point in the centerline of 40' Walnut Street (unopened); thence North 89 degrees 00 minutes 35 seconds West along centerline of unopened street a distance of 207.59 feet to a point on the east right-of-way line of 60' Hickory Street; thence run North 00 degrees 13 minutes 13 seconds West along east right-of-way line a distance of 248.91 feet to the Point of Beginning.

The above described lands being bounded on the north by 80' U.S. Highway #90 (also known as West Washington Street) and on the west by 60' Water Street.

**LEGEND & ABBREVIATIONS**

FD	FOUND	ORB	OFFICIAL RECORDS BOOK	R/W	RIGHT-OF-WAY
FIR	FOUND IRON ROD	DC	DEED CALL	EOR	EDGE OF ROAD
FIP	FOUND IRON PIPE	DB	DEED BOOK	EOP	EDGE OF PAVEMENT
FIRC	FOUND IRON ROD & CAP	PC	PLAT CALL	W/F	WOOD FRAME
SIRC	SET 5/8" IRON ROD LB#8482	CH	CHORD BEARING & DISTANCE	CONC.	CONCRETE
FCM	FOUND CONCRETE MONUMENT	D	CENTRAL ANGLE	A/C	AIR CONDITIONER
RLS	REGISTERED LAND SURVEYOR	R	RADIUS LENGTH	☆	POWER POLE
PLS	PROFESSIONAL LAND SURVEYOR	L	ARC LENGTH	-OHE-	OVERHEAD ELECTRIC
LS	LICENSED SURVEYOR	↗	BROKEN LINE (NOT TO SCALE)	-X-	FENCE LINE
LB	LICENSED BUSINESS	↖	CENTERLINE	-WDL-	WOODS OR TREE LINE

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Kimberly V. Odom 08/23/2023  
Kimberly V. Odom, PSM, Florida LS#7302 Date

CERTIFIED TO:

JEFFERSON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

JEFFERSON COUNTY  
SCHOOL BOARD



**DELTA LAND SURVEYORS, LLC**

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB#8482  
kimatdelta@gmail.com megandelta85@gmail.com

MONTICELLO: (850)997-0301  
PERRY: (850)584-2849

275 NORTH MULBERRY STREET  
MONTICELLO, FLORIDA 32344

PROUDLY SERVING ALL OF FLORIDA AND SOUTHERN GEORGIA SINCE 1983

DRAWN BY: PAP

CHECKED BY: KVO

SCALE: 1"=60'

CREW: RO/KO TF/DO

FIELD BOOK:  
23-500 PG 16-17  
23-302 P 28-32

AUG 23, 2023  
DATE

23-074-28(3)  
JOB NO.