

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20021108**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Request Board approval and to execute the state contract, between Lee County and the State of Florida Historical resources. Approve budget resolution in the amount of \$12,500.00, Historical Preservation S3006, in account string 12070315500, with a cash county match of \$12,500.00, in account string 14070315500 for the match. This contract is for the restoration plan for Boca Grande.

**WHY ACTION IS NECESSARY:** To formalize the acceptance of additional money to develop a master plan for Boca Grande.

**WHAT ACTION ACCOMPLISHES:** To provide a master plan for Boca Grande, to prepare for the future.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #**

*C11A*

**3. MEETING DATE:**

*10-15-2002*

**4. AGENDA:**

- CONSENT ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough

*John Yarbrough*

**7. BACKGROUND:**

This state Historic Preservation Grant No. S3006 project # 0703 shall include: Development of a restoration plan for Boca Grande Teahouse to provide office space for community non-profit organization. Work to include: Historical research, Architectural investigation; Structural analysis; Preparation of report of findings. Planning documents through design development phase with outline specifications, statement of probable construction costs; and, project administration. Funds will be available in 12070315500, for \$12,500.00, and \$12,500.00 available in 14070315500.

**8. MANAGEMENT RECOMMENDATIONS:**

*CCM*

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY 10-1-02</i>	<i>Cindy Gomb 10/4/02</i>			<i>KL 10/2/02</i>	QA <i>10/2/02</i>	OM <i>10/4/02</i>	Risk <i>10/3/02</i>	GC <i>10/2/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Dec. by Comtee**  
Date: *10/11/02*  
Time: *3:40 pm*  
Forwarded To: *Budget 10/1/02*

FORWARDED BY: *CA*  
Date: *10/4/02* Time: *4:30*  
FORWARDED TO: *[Signature]*  
Date: *10/3* Time: *2:00*

# RESOLUTION #

Amending the MSTU Budget, Fund 15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the MSTU Budget, Fund 15500 for \$ 12,500 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

**WHEREAS**, the MSTU Budget, Fund 15500 shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		
Additions		\$78,417,051
12070315500.334100.9001	Historical Preservation Grant No. S3006	\$ 12,500
Amended Total Estimated Revenues		\$78,429,551

## APPROPRIATIONS

Prior Total:		\$78,417,051
Additions		
12070315500.503190	Other Professional Services	\$ 12,500
Amended Total Appropriations		\$78,429,551

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the MSTU Budget, Fund 15500 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

**Historic Preservation Grant Award Agreement  
Acquisition and Development Grants - Advanced Payment  
Grant No. S3006**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **Lee County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the **Boca Grande Teacherage Project**, hereinafter referred to as the Project, and is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, **and shall end on June 30, 2003.**

The Department is responsible for the administration of grant-in-aid assistance for historic preservation purposes under the provisions of Section 267.0617, Florida Statutes. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **twelve thousand five hundred dollars (\$12,500.00)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

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

**Development of a restoration plan for the Boca Grande Teacherage to provide office space for community non-profit organizations. Work to include:**

- A. Historical research;**
- B. Architectural investigation;**
- C. Structural analysis;**
- D. Preparation of report of findings from A, B, and C above;**
- E. Planning documents through design development phase with:
  - 1. Outline specifications,**
  - 2. Statement of probable construction costs; and,****
- E. Project administration.**

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

- A. The Grantee agrees to complete the Project by **June 30, 2003** and submit the Final Products and the Final Progress Report and Final Expenditure Report, as specified in Attachment "A", Part II, subparagraph B.2., within 30 days of completion of project work. No costs incurred prior to the commencement date of this Agreement are eligible for payment from grant funds. No costs incurred after the above project work completion date will be eligible for payment unless specifically authorized by the Department before the cost is incurred.
- B. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.

- C. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
- D. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- E. The Grantee shall submit complete bid documents, including plans and specifications, to the Department for review and approval prior to the execution of any contract for construction work.
- F. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
- G. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.
- H. The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.
- I. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with Section 112.061, Florida Statutes.
- J. The Grantee recognizes that the State of Florida, pursuant to Section 212.08(6), Florida Statutes, is not required to pay taxes on any goods or services which may be provided to it pursuant to this Agreement.
- K. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.
- L. All project work must be in compliance with the **Secretary of the Interior's Standards for Rehabilitation**.

- M. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
- N. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- O. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.
- P. Each grantee, other than a grantee which is a State agency, shall submit to an audit or submit an attestation statement pursuant to Section 216.349, Florida Statutes.
- Q. The product of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.

III. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures equal or exceed the amount of donated values, up to a maximum payment of **twelve thousand five hundred dollars (\$12,500.00)**. If the donated values exceed the amount of cash expenditures, the Department shall only pay the Grantee for 100% of actual cash expenditures up to a maximum payment of **twelve thousand five hundred dollars (\$12,500.00)**.

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

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

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

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

Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and the inspection and approval of the grant assisted work by the Department. The Department further agrees to the following conditions:

- A. The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
  - B. The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.
- IV. The payment schedule of grant funds shall be subject to the timely filing of required reports and to any special conditions required by the Office of the Comptroller, State of Florida.
- Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State. The Grantee shall report interest earnings quarterly, and shall remit the total interest earned at the end of the grant period in the form of a check or money order made payable to the Florida Department of State.
- V. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- VI. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- VII. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- VIII. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- IX. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with Chapter 1A-35, Florida Administrative Code. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to Section 20.06, Florida Statutes, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.

- X. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.
- XI. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:
- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually 30 calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
  2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
  3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
  4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within 30 calendar days of receipt of such notification by the Grantee.

- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have 15 calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.
  2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
  4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.
- XII. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to, **Lee County Board of County Commissioners, 3410 Palm Beach Boulevard, Fort Myers, Florida, 33916**, for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.
- XIII. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.
- XIV. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.



All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

**DEPARTMENT OF STATE**

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

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

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Signature of Authorized Official

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Typed Name and Title of Authorized Official

**ADDENDUM TO GRANT AWARD AGREEMENT NUMBER S3006**

**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 OMB Circular A-133 and Section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

4. 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 Banking and Finance (Comptroller)  
<http://www.dbf.state.fl.us/>

Federal Office of Management and Budget Circulars Index  
<http://www.whitehouse.gov/OMB/grants/index.html#circulares>

Governor's Office Initiatives, Florida Single Audit Act  
<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/>

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

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

**PART III: REPORT SUBMISSION**

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

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

Division of Historical Resources  
Bureau of Historic Preservation  
Grants and Education Section  
500 South Bronough Street  
Tallahassee, FL 32399-0250

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

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

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

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

Division of Historical Resources  
Bureau of Historic Preservation  
Grants and Education Section  
500 South Bronough Street  
Tallahassee, FL 32399-0250

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

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

Division of Historical Resources  
Bureau of Historic Preservation  
Grants and Education Section  
500 South Bronough Street  
Tallahassee, FL 32399-0250

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

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

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

#### **PART IV: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Comptroller, 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, Comptroller, or Auditor General upon request for a period of 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:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program National Park Service, U.S. Department of the Interior, Historic Preservation Fund Grants-In-Aid, CFDA # 15-904, **\$0.00.**

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

As contained in OMB Circular A-133.

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

State Project Florida Department of State, Acquisition/Restoration of Historic Properties, CSFA Number 45.031 \$12,500.00 (twelve thousand five hundred dollars).

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

As contained in the Compliance Supplement to CFSA Number 45.031.

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

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Signature of Authorized Official

---

Typed Name and Title of Authorized Official

**DEPARTMENT OF STATE  
DIVISION OF HISTORICAL RESOURCES  
Request For Advanced Grant Payment  
S3006**

**PAYMENT TO:**

Lee County Board of County Commissioners 3410 Palm Beach Boulevard Fort Myers, FL 33916
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Total Contract Amount	<u>\$12,500.00</u>
Prior Payment	<u>\$0.00</u>
Balance to Date	<u>\$12,500.00</u>
THIS PAYMENT	<u>\$3,125.00</u>
Balance Due	<u>\$9,375.00</u>

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Typed Name and Title of  
Authorized Official**

**FIRST QUARTERLY PAYMENT**

Fund ID		Category 101547		
Enc. # ECS3006		Pay. #		
Vendor ID 596000702		Inv. #1-S3006		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	ST	72000		\$3,125.00
Description 1 <sup>st</sup> Qrt. - S3006				
BF Org		BFEO		BFObj.
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

**DEPARTMENT OF STATE  
DIVISION OF HISTORICAL RESOURCES  
Request For Advanced Grant Payment  
S3006**

**PAYMENT TO:**

Lee County Board of County Commissioners  
3410 Palm Beach Boulevard  
Fort Myers FL 33916

Total Contract Amount	<u>\$12,500.00</u>
Prior Payment	<u>\$3,125.00</u>
Balance to Date	<u>\$9,375.00</u>
THIS PAYMENT	<u>\$3,125.00</u>
Balance Due	<u>\$6,250.00</u>

**Authorized Signature**

**Typed Name and Title of  
Authorized Official**

**SECOND QUARTERLY PAYMENT**

Fund ID		Category 101547		
Enc. #		Pay. #		
Vendor ID 596000702			Inv. #2-S3006	
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	ST	72000		\$3,125.00
Description 2nd Qtr.- S3006				
BF Org		BFEO		BFObj.
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		



**DEPARTMENT OF STATE  
DIVISION OF HISTORICAL RESOURCES  
Request For Advanced Grant Payment  
S3006**

**PAYMENT TO:**

Lee County Board of County Commissioners  
3410 Palm Beach Boulevard  
Fort Myers FL 33916

Total Contract Amount	<u>\$12,500.00</u>
Prior Payment	<u>\$6,250.00</u>
Balance to Date	<u>\$6,250.00</u>
THIS PAYMENT	<u>\$3,125.00</u>
Balance Due	<u>\$3,125.00</u>

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Typed Name and Title of  
Authorized Official**

**THIRD QUARTERLY PAYMENT**

Fund ID		Category 101547		
Enc. #		Pay. #		
Vendor ID 596000702		Inv. #3 - S3006		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	ST	72000		\$3,125.00
Description 3 <sup>rd</sup> Qtr - S3006				
BF Org		BFEO		BFObj.
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

**DEPARTMENT OF STATE  
DIVISION OF HISTORICAL RESOURCES  
Request For Advanced Grant Payment  
S3006**

**PAYMENT TO:**

Lee County Board of County Commissioners  
3410 Palm Beach Boulevard  
Fort Myers FL 33916

Total Contract Amount	<u>\$12,500.00</u>
Prior Payment	<u>\$9,375.00</u>
Balance to Date	<u>\$3,125.00</u>
<b>THIS PAYMENT</b>	<b><u>\$3,125.00</u></b>
Balance Due	<u>\$0.00</u>

**Authorized Signature**

**Typed Name and Title of  
Authorized Official**

**FOURTH AND FINAL QUARTERLY PAYMENT**

Fund ID		Category 101547		
Enc. #		Pay. #		
Vendor ID 596000702			Inv. #4F-S3006	
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	ST	72000		\$3,125.00
Description 4 <sup>th</sup> Final S3006				
BF Org		BFEO		BFObj.
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		