

**Grant Agreement Between
Florida Department of State
&
City of Orlando Harry P. Leu Gardens
General Program Support**

This agreement is made by and between the Florida Department of State, Division of Cultural Affairs (the "Division"), and the **City of Orlando** ("Grantee") for the purpose of administering Grant Number **15.6.114.302**. Funds for this grant are contained in the 2014-2015 General Appropriations Act, Line Item Number **3140**, General Revenue. The Division has the authority to administer this grant in accordance with s. 265.286(5)(a), *Florida Statutes*.

1. Grant Purpose

This grant shall be used exclusively for the following **scope of work**:

Provides Funding for Harry P. Leu Gardens for fees for instructors for educational programming. Fees for movie rental for date night, and performers for moon stroll special events. Fees for marketing of programming at the gardens. Purchase of plants for the horticulture collection. Fees for printed materials.

2. Length of Agreement

This Agreement shall **become effective on July 1, 2014** and it shall end on **June 30, 2015**, unless it is extended by written agreement and signed by both parties.

3. Contract Administration

The parties are 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 to delivered to the other party's contract manager by utilizing the information below. Each party is obligated to provide any change in the contact information below in writing, or as directed by the division, to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

Sarah Stage
Florida Department of State
Division of Cultural Affairs
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399
Phone: 850.245.6459
Facsimile: 850.245.6454
Email: sarah.stage@dos.myflorida.com

For the Grantee:

Gilvane Manhaes
1920 North Forest Avenue
Orlando, Florida 32803-1537
Phone: 407.246.3780
Facsimile: 407.246.2849
Email: gilvane.manhaes@cityoforlando.net

4. Grant Payments

The total grant is \$150,000. The first payment will be released upon the receipt of the signed Grant Award Agreement which details the Scope of Work and Deliverables. The Grantee must submit the Grant Funds expenditure log prior to the release of any subsequent payments. Grant payments will be delivered to the Grantee in accordance with the state's fiscal year (and subject to available release) until **August 30, 2015**. The Division shall make advance payments

per s.265.284(3)(b), F.S. based on the availability of funds within the Division's budget and the approval of the Chief Financial Officer of the State of Florida (CFO). If the CFO approves an advance payment, the payment schedule shall be subject to any special conditions required by that Office. Ten (10) percent of the final advance payment will be withheld until completion of the Scope of Work and receipt and approval of the final Grant Funds Expenditure Log.

4.1 Deliverables

The deliverable as identified in the Scope of Work.

Deliverable 1

Fees for instructors for educational programming. Fees for movie rental for date night special events. Fees for marketing of programming at the gardens. Purchase of plants for the horticulture collection. Fees for the printing of interpretive signage in the gardens. Fees for printed materials.

Deliverable 2

Fees for instructors for educational programming. Fees for movie rental, and performers for special events. Fees for bus rental for a field trip. Fees for marketing of programming at the gardens. Purchase of plants for the horticulture collection. Fees for printed materials.

Deliverable 3

Fees for instructors for educational programming. Fees for movie rental for date night, and performers for moon stroll special events. Fees for marketing of programming at the gardens. Purchase of plants for the horticulture collection. Fees for printed materials.

Deliverable 4

Fees for instructors for educational programming. Fees for movie rental, and performers for special events. Fees for bus rental for a field trip. Fees for marketing of programming at the gardens. Purchase of plants for the horticulture collection. Fees for printed materials.

4.2 Grant Funds Expenditure Log

The first payment will be released upon the receipt of the signed Grant Award Agreement. The Grantee must submit the Grant Funds expenditure log prior to the release of any subsequent payments. Each Log must list all grant expenditures, including check numbers, payees, dates of payment, check amounts, and date of deliverables that support the satisfactory completion of services for each payment. The Grant Funds Expenditure Log details how grant funds were spent to achieve the deliverable(s) during the previous payment period.

4.3 Financial Consequences

Payments will be withheld for failure to submit a Grant Funds Expenditure Log supporting the satisfactory completion of services as identified in the approved Scope of Work and Deliverables. Any grant funds utilized for unauthorized expenditures not in compliance with the Proposal Budget, or not paid out within 90 days of receipt, must be returned to the Division within 30 days of written demand from the Division. Failure to satisfy all terms of the award agreement shall require the forfeiture of all grant funds paid.

5. Approved Budget

The approved budget, created by the Grantee, is based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2014-2015. The Budget provides details of how grant funds will be spent:

Expenses	Award	Cash Expenses	In-Kind	Total
1. Personnel: Administrative	0	30,800	0	\$30,800
1.1. Executive Director	0	22,859	0	22,859
1.2. Administrative Assistant	0	3,879	0	3,879
1.3. Accounting Specialist	0	4,062	0	4,062

2. Personnel: Programmatic	0	85,052	0	\$85,052
2.1. Horticulture Education	0	33,808	0	33,808
2.2. Event Coordinator	0	40,438	0	40,438
2.3. Membership Coordinator	0	10,806	0	10,806
3. Personnel: Technical/Production	0	23,379	0	\$23,379
3.1. Entertainment/Facility Workers	0	23,379	0	23,379
4. Outside Fees and Services: Programmatic	16,000	2,691	8,078	\$26,769
4.1. Tours Children	0	0	1,959	1,959
4.2. Tours Adults	0	0	1,819	1,819
4.3. Class Instructors	6,600	2,691	4,300	13,591
4.4. Printed Material	4,400	0	0	4,400
4.5. Movie rental and performers	5,000	0	0	5,000
5. Outside Fees and Services: Other	3,000	0	0	\$3,000
5.1. Signage	1,000	0	0	1,000
5.2. Shuttle Buses	2,000	0	0	2,000
6. Space Rental	0	0	0	\$0
7. Travel	0	0	0	\$0
8. Marketing	126,136	0	0	\$126,136
8.1. Print Advertising	81,136	0	0	81,136
8.2. Co-op Advertising	5,000	0	0	5,000
8.3. Print Collateral	25,000	0	0	25,000
8.4. Email Advertising	10,000	0	0	10,000
8.5. Design Fees	5,000	0	0	5,000
9. Remaining Proposal Expenses	4,864	0	0	\$4,864
9.1. Plants	4,864	0	0	4,864
Total Expenses	150,000	141,922	8,078	\$300,000
Income	Award	Cash Income	In-Kind	Total
10. Revenue: Admissions		141,922		\$141,922
10.1 Garden Admission		141,922		141,922
11. Revenue: Contracted Services		0		\$0
12. Revenue: Other		0		\$0

13. Private Support: Corporate	0			\$0
14. Private Support: Foundation	0			\$0
15. Private Support: Other	0			\$0
16. Government Support: Federal	0			\$0
17. Government Support: Regional	0			\$0
18. Government Support: Local/County	0			\$0
18.1 City of Orlando	0			0
19. Applicant Cash	0			\$0
Total Income	150,000	141,922	8,078	\$300,000

6. Match Requirements

Applicants must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Approved Budget as match (see paragraph 8).

7. Time Requirements to Spend Grant Funds

Grant funds must be paid out and not merely encumbered within 90 days of receipt, unless the Grantee obtains prior written approval of the Division's Contract/Program Manager through a Contract Details Amendment form available through the online grant administration system on the Division's Website at www.Florida-Arts.org/.

8. Non-allowable Expenses

The following non-allowable expenses for state grant and matching funds should not appear anywhere in the Grant Proposal Budget. You can also refer to the Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- 8.1. State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.
- 8.2. Funds used as match for other Department of State grants.
- 8.3. Expenses incurred or obligated before July 1 or after the grant period.
- 8.4. Lobbying or attempting to influence federal, state or local legislation, the judicial branch or any state agency.
- 8.5. Building, renovation, or remodeling of facilities. Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.
- 8.6. Costs associated with bad debts, contingencies, fines and penalties, interest, taxes, and other financial costs.
- 8.7. Private entertainment, food, and beverages.
- 8.8. Plaques, awards, and scholarships.
- 8.9. Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.
- 8.10. Re-granting.
- 8.11. Contributions and donations.
- 8.12. Mortgage payments.
- 8.13. Payments to current Department of State employees or contractors.

9. Indirect and Overhead Expenses

No state funds may be used for telephone, utilities, office supplies, property improvements, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs. These expenses may only be used as match.

10. Modifications of this Agreement

If changes are needed to either the *Proposal Description* or the *Proposal Budget*, or to any other parts of this agreement, a Contract Details Amendment Request form must be utilized to request modifications. The Grantee shall not be authorized to implement any changes to the *Proposal Description* or *Proposal Budget* or any other parts of this agreement, including the *proposal* end date, without the prior written approval of the Division's contract manager. The Division shall be the sole judge of whether the facts and circumstances justify an extension or other modifications of this agreement.

11. Payments Withheld for Noncompliance

The Division may withhold grant payments based on any material noncompliance under this agreement, the program rule and guidelines, and/or any reporting or audit noncompliance related to any other Grant from the Department of State.

12. Required Accounting System

The Grantee must maintain an accounting system that provides complete documentation of the use of all of the grant funds, as described below:

- 12.1. Accurate, current, and complete records that adequately identify the sources and use of funds for all grant activities, including detailed receipts for expenditures of state funds.
- 12.2. Effective control over and accountability for all funds, property, and other assets.
- 12.3. Bills for project services or expenses (i.e., invoices, bills, and canceled checks) in detail sufficient for proper pre-audit and post audit.

13. Final Grant Report

At the completion of the grant period, the Grantee must submit a Grant Report which must detail all proposal activity during the entire grant period. The report form is available through the online grant administration system on the Division's website at www.Florida-Arts.org/dcagrants/. The Grant Report must include a narrative description of the work completed, as described in the Scope of Work, and an Actual Budget, including income and expenditures as described in the Approved Budget. **The Grant Report** shall be due 30 days after the end of the grant period of June 30, 2015.

14. Sponsorship Recognition

All publications, media productions, photographs, and exhibit graphics associated with activity described in this agreement shall include the following statement along with the Division's logo: "Sponsored in part by the State of Florida, Department of State, Division of Cultural Affairs and the Florida Council on Arts and Culture."

15. Notification of International Travel

The Grantee must notify in writing both the Division of Cultural Affairs and the Department of Economic Opportunity before conducting international travel using state funds.

16. Records Retention

The Grantee must retain financial records, supporting documents, statistical records, and all other records related to this grant for a period of five (5) years after the end of the grant period. Prior to the expiration of this five-year retention period, if any litigation or an audit begins, or if a claim made regarding this grant, the previously described records must be retained until the litigation, claim, or audit questions involving the records has been fully resolved, but in no event should these records be retained for less than five (5) years after this agreement ends.

17. State Inspection of Grant Records

The Grantee shall make all records of expenditures, reports, books, and directly related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at a reasonable time for the purpose of making audits, examinations, excerpts, and transcripts.

18. Audit Requirement

Each **non-state entity** that expends a total amount of state awards (i.e., state financial assistance provided to the recipient to carry out a state project) equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient shall be required to have a state single audit or project-specific audit for such fiscal year in accordance with the requirements of section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.550, Rules of the Auditor General. The audit shall include a schedule of receipts and expenditures for the entire grant amount. The audit shall be submitted within nine (9) calendar months following the end of the organization's fiscal year. See Florida Single Audit Act Addendum, **Addendum A**, for more specific information regarding audit requirements.

19. 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. In the event that the state funds upon which this agreement is dependent are withdrawn, this agreement shall be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended, prior to the termination date. Such termination shall not affect the responsibility of the Grantee under this agreement and the program rule and guidelines as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

20. Subcontractors

The Grantee is responsible for all work performed and all expenses incurred in connection with this agreement. The Grantee may subcontract as necessary to perform grant services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the Division will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract(s) and that the Grantee shall be solely liable to the subcontractor(s) for all expenses and liabilities incurred under the subcontract(s). The Grantee must take such steps as may be necessary to ensure that each of its subcontractors will be deemed to be an independent contractor and not considered or permitted to be an agent, servant, joint venturer, or partner of the Division.

21. 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 or any other right or privilege connected with employment by the State of Florida.

22. Copyright

If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

23. Strict Compliance with Laws

The Grantee must perform all acts required under this agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

24. No Discrimination

Grantee shall not discriminate against any employee employed under this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this agreement.

25. Breach of Agreement

The Division may demand the return of grant funds already received and may withhold subsequent payments if the Grantee improperly expends and manages grant funds, if it fails to prepare, preserve or surrender records required by

this agreement, or if it otherwise violates this agreement or the program rule or guidelines.

26. Termination of Agreement

The Division may terminate or end this agreement due to of failure of the Grantee to fulfill its obligations under this agreement. In such event, the Division must provide the Grantee a notice of its violation by letter, and must give the Grantee at least 15 calendar days from the date of receipt to cure the violation. If the violation is not cured within the stated period, the Division may terminate this agreement. The notice of violation letter must 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 should 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 30 days after termination of this agreement.

27. 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.

28. Litigation and Other Fees

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

29. Liability

The Division 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 Division.

29.1. The Grantee shall be responsible for all 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 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.

29.2. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increase the limits of its liability by entering into this agreement.

30. Access to Public Records

The Division reserves the right to unilaterally cancel this agreement in the event that the Grantee refuses to grant 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 shall contact the Division's Contract manager if it receives a public records request related to this agreement.

31. No Employment of Unauthorized Aliens

The employment of unauthorized aliens by an contractor 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.

32. Non-assignment of Agreement

The Grantee shall 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 were an original party to this

agreement.

33. Binding of Successors

This agreement shall bind the successors, assigns and legal representative of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs, Department of State.

34. Americans with Disabilities Act

All programs and facilities related to this agreement must meet the standards of the Americans with Disabilities Act of 1990.

35. Governing Law

The agreement is executed and entered into in Florida and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue for any legal action arising under this agreement shall be in Leon County, Florida.

36. Severability

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

37. Prohibition of 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.

38. Entire Agreement

The entire agreement of the parties is composed of this document and which are attached and hereby incorporated by reference. There are no provisions, terms, conditions, or obligations other than those contained within this agreement. Accordingly, this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment or change to this agreement shall be effective, unless it is reduced to writing and signed by both parties.

Grantee Acknowledgement

In acknowledgement of Grant Number **15.6.114.302** provided for from funds appropriated by the **2014 Florida Legislature** in the amount of **\$150,000**, the representative of the Grantee hereby certifies the following:

1. That I have the authority to enter into this agreement on behalf of the Grantee;
2. That I have read and that I understand every section of this agreement;
3. That the Grantee shall comply with all of the requirements of this agreement; and
4. That I, or my successor of similar rank, shall sign any and all other documents relating to this agreement.

For the Grantee:



Authorized Official Signature



Date

Robert E. Bowden, Executive Director

Printed Name & Title



Witness Signature



Date

For Division:

**Sandy Shaughnessy, Director
Division of Cultural Affairs
Department of State**

Date

Witness Signature

Date

Addendum A

Florida Single Audit Act Addendum

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

Monitoring

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

Audits

PART I: FEDERALLY FUNDED

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

1. In the event that the recipient expends \$500,000 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 \$500,000 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 \$500,000 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. Additional guidance on federal monitoring and auditing requirements may be found at: Federal Office of Management and Budget: www.whitehouse.gov/OMB/circulars/a-133.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal

direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional guidance on state monitoring and auditing requirements may be found at: Department of Financial Services: <https://apps.fldfs.com/fsaa/>.

PART III: OTHER AUDIT REQUIREMENTS

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, it is not required to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes; however, the recipient will be required by the Department of State to submit other financial information as required by the terms of the Grant Award Agreement or required by Florida law.

PART IV: 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:
 1. The Department of State at the following addresses:

Department of State
Division of Cultural Affairs
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
 2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections __.320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse, at the following address:

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

Department of State
Division of Cultural Affairs
R. A. Gray Building
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 the following:

1. The Department of State at the following address:

Department of State
Division of Cultural Affairs
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

2. 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. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient **directly** to:

1. The Department of State at the following address:

Department of State
Division of Cultural Affairs
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

5. 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.
6. 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 V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of five (5) 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: **\$0**

Compliance requirements applicable to the federal resources awarded pursuant to this agreement are as follows **NA**

State resources awarded to the recipient pursuant to this agreement consist of the following: **\$150,000**

Matching resources for federal programs: **Cultural and Museum Grants (General Program Support); CSFA 45.061.**

Subject to section 215.97, Florida Statutes: **NA**

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:
The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.