

**Agreement Between
The State of Florida, Department of State
And
City of Orlando- Harry P. Leu Gardens**

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and City of Orlando- Harry P. Leu Gardens hereinafter referred to as the "Grantee".

The Grantee has been awarded a General Program Support Grant by the Division, grant number 16.6.170.123 in the amount of \$70,746. Funds for this grant have been appropriated in the FY 2015-2016 General Appropriations Act on line 3118. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose.

This grant shall be used exclusively for General Program Support for City of Orlando- Harry P. Leu Gardens the public purpose for which these funds were appropriated.

a. The Grantee shall perform the following **Scope of Work**:

Execute a minimum of twelve (12) educational programs. Execute a minimum of two (2) concert events. Execute a minimum of six (6) movie nights. Execute a minimum of eight (8) print advertisements. Add a minimum of one-hundred (100) plants to accessioned plant collections. All tasks associated with the project will be completed by June 30, 2016.

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

Payment 1:

- The first payment will be a fixed price advance in the amount of 25% of the grant award.

Payment 2, Deliverable/Task 1:

- Payment 2 will be cost reimbursement. Execute a minimum of two (2) movie nights. Execute a minimum of four (4) educational programs. Add a minimum of thirty-three (33) plants to accessioned plant collections.

Payment 3, Deliverable/Task 2:

- Payment 3 will be cost reimbursement. Execute a minimum of two (2) movie nights. Execute a minimum of one (1) concert night. Execute a minimum of four (4) educational programs. Execute a minimum of eight (8) print advertisements. Add a minimum of thirty-three (33) plants to accessioned plant collections.

Payment 4, Deliverable/Task 3:

- Payment 4 will be cost reimbursement. Execute a minimum of two (2) movie nights. Execute a minimum of one (1) concert night. Execute a minimum of four (4) educational programs. Add a minimum of thirty-four (34) plants to accessioned plant collections.

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2015-2016. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).

2. Length of Agreement.

This Agreement shall begin on **July 1, 2015**, and shall end **June 30, 2016**, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. Contract Administration.

The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

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

For the Grantee:

Contact: Keri Byrum
Address:1920 North Forest Avenue, Orlando, Florida 32803-1537
Phone: 407.246.3667
Email: keri.byrum@cityoforlando.net

4. Grant Payments.

All grant payments are requested by submitting a Grant Funds Expenditure Log. The total grant award shall not exceed \$70,746 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a. The first payment will be a 25% advance of the grant award.
- b. The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1 and submission of the Grant Funds Expenditure Log.
- c. The third payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2 and submission of the Grant Funds Expenditure Log.
- d. The fourth payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3 and submission of the final Grant Funds Expenditure Log.

5. Electronic Payments

The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the **Florida Department of Financial Services**. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

6. Florida Substitute Form W-9

A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

7. Grant Funds Expenditure Log.

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. The Grant Funds Expenditure Log form is available on the Division's website at

<http://dos.myflorida.com/cultural/grants/managing-your-grants/grant-forms-and-documents/>.

8. Amendment to Contract.

Either party may request modification of the provisions of this Agreement by filing a Contract Details Amendment Request form with the Division. 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. The Contract Details Form and the Contract Details Amendment Request forms are available on the Division's online grant system at apply.florida-arts.org.

9. Financial Consequences.

The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a. The full amount of the first payment (fixed price advance in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable (Deliverable 1, 2, or 3) is not satisfactorily completed.
- b. Second payment 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.
- c. Third payment 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.
- d. Fourth payment will be withheld for failure to submit a final Grant Funds Expenditure Log supporting the satisfactory completion of services as identified in the approved Scope of Work and Deliverables.

10. Grant Reporting Requirements.

The Grantee must submit the following reports to the Division. The Project Progress Report shall document the completion of any deliverables/ tasks, expenses and activities that occurred during that reporting period. The Project Progress Report is available on the Division's website at

<http://dos.myflorida.com/cultural/grants/managing-your-grants/grant-forms-and-documents/>.

- a. **First Project Progress Report** for the grant period July 1 through September 30; first report is due no later than October 31.
- b. **Second Project Progress Report** for the grant period October 1 through December 31; the second report is due no later than January 31.
- c. **Third Project Progress Report** for the grant period January 1 through March 31; the third report is due no later than April 30.
- d. **Final Report** for the grant period April 1 through June 30; the final report is due no later than July 31. The Final Grant Report form is available on the Division's online grant system.

11. Matching Funds.

Grantees 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 Estimated Project Budget as match. The Division of Cultural Affairs will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*.

12. Grant Completion Deadline.

The grant completion deadline is **June 30, 2016**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.

13. Extension of the Grant Completion Deadline.

An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

14. Credit Line(s) to Acknowledge Grant Funding.

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 Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida” (Section 286.25, Florida Statutes).

15. Non-allowable Grant Expenditures.

The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or *matching expenditures:

- a. State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.
- b. Funds used as match for other Department of State grants.
- c. Expenses incurred or obligated before July 1 or after the grant period.
- d. Lobbying or attempting to influence federal, state or local legislation, the judicial branch or any state agency.
- e. Building, renovation, or remodeling of facilities. Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.
- f. Costs associated with bad debts, contingencies, fines and penalties, interest, taxes, and other financial costs.
- g. Private entertainment
- h. Food, and beverages.
- i. Plaques, awards, and scholarships.
- j. 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.
- k. Re-granting.
- l. Contributions and donations.
- m. Mortgage payments.

n. Payments to current Department of State employees.

*These expenses can only be used as match: telephone, utilities, office supplies, property improvements, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs.

16. Unobligated and Unearned Funds and Allowable Costs.

In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

17. Repayment.

All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Division of Cultural Affairs, 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, Recipient 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.

18. Single Audit Act.

Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.

19. 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.

20. 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.

21. 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.

22. 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 Report at the end of the Grant Period.

23. Noncompliance with Grant Requirements.

Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information

Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

24. 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).

25. Availability of State Funds.

The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state 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 expended 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.

26. 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.

27. 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 an agents, servants, joint venturers, or partners of the Division.

28. 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.

29. Liability.

The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee 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 this 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; 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.

30. Strict Compliance with Laws.

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

31. No Discrimination.

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

32. Breach of Agreement.

The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

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.

34. Preservation of Remedies.

No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement.

The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services.

The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

37. Conflicts of Interest.

The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. 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. 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 Cultural Affairs.

39. No Employment of Unauthorized Aliens.

The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. Severability.

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

41. Americans with Disabilities Act.

All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

42. Governing Law.

This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement.

The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Project Description (Attachment A)
- c. Estimated Project Budget (Attachment B)
- d. Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgement of Grant Number 16.6.170.123 provided for from funds appropriated in the FY 2015-2016

General Appropriation Act, in the amount of \$70,746, I hereby certify that I have read this entire Agreement, and will comply with all its requirements.

Department of State:

Grantee:

Sandy Shaughnessy, Division Director

* Authorizing Official for the Grantee

Print Name & Title

Witness

Witness

Date

Date

*** If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

Signature

Print name and title

Witness

Date

Attachment A

Project Description

(The project description below was extracted from the original application submitted in May 2014.)

The 2015-1016 goals for Harry P. Leu Gardens include:

(1) **To Maintain and Enhance Plant Collections.** We provide scientific displays of one of the most outstanding collections of indigenous and exotic plants in the Southeast United States. Specifically, Leu Gardens receives international recognition for one of the world's largest camellia collections with more than 2,500 plants of 600 different varieties. Our rose garden is the largest in Florida with more than 1,500 plants in a formal setting. Our team conducts ongoing evaluative research to determine the cold-hardiness, heat tolerance, and landscape potential of the 12,363 total plants in our collection.

(2) **To Expand Educational Programs.** Our three main areas of programming include adult workshops, student field trips, and tours for outside organizations and groups. In 2014 we started online registration for classes and workshops and plan to increase the visibility and use of this service. Our vast array of workshops includes cooking, gardening, painting, photography, and historical topics for the area to create a learning opportunity for every segment of our community. Our hands-on student field tours and activities enhance elementary, middle and high school plant and environmental science curriculum. We plan to reach at least 65 groups, and more than 2,400 school children. Finally, our adult tours will exceed 1,500 participants on at least 65 educational tours.

(3) **To Increase Marketing and Outreach.** Our continuing goal is attracting new patrons from the Central Florida region. Advertising the wide variety of Leu Gardens' programming events is challenging: the diverse subject matter attracts a wide variety of visitors with unique needs and interests. In 2014 Leu Gardens started a monthly e-newsletter for members and visitors as part of our email outreach, reaching over 8,000 targeted audiences each month. As this continues to grow we seek to increase our membership and support within the community and region.

2015-2016 Measurable Objectives:

- 1) During the 2015-16 funding year, we will build attendance and earned income by 5%.
- 2) Increase membership to Leu Gardens by 10% in the 2015-2016 funding year.
- 3) Increase involvement in educational programming by 15% in adult and youth classes and workshops.
- 4) Leu Gardens will add 400 new accessions to our plant collections available for the public. (Each accession represents one or more plants in the Gardens.)

Proposed Activities:

Activities will take place between July 2015 and June 2016. As this proposal is being written, activities are not finalized but will be similar to the following:

Marketing: We will continue to grow our email newsletter list and presence in print media. Started in 2014, this has been an effective method to reach members and guests of the Gardens for programming and events. Leu Gardens has expanded its "grassroots" outreach by attending events including: festivals, plant sales, Earth Day celebrations, theme park employee discovery days, presentations to service organizations, environmental groups and plant societies. Given the popularity of this outreach, Leu Gardens' staff continues to spread the word about Gardens programs, activities and assistance initiatives.

Special Events: Proposed programming will be similar in format to the current calendar of activities. This will include one Spring Jazz Stroll and one Fall Jazz Stroll each showcasing three ensembles, one Spring Plant Sale featuring more than fifty local plant vendors, and ten Friday Film Nights free for Garden members. The Spring 2014 Jazz Stroll was attended by 1,645 people and the Plant Sale exceeded 10,900 visitors.

Educational Programming: Leu Gardens will focus on multi-cultural and multi-generational activities and continue to expand topics for increased appeal to the community. Increased use of online registration for programs will add convenience for attendees to help increase attendance. 120 adult education classes will be offered with topics as wide ranging as Aromatherapy, Landscape Design, Flower Arranging, Tuscan Cooking, Growing Herbs, Camellia Care,

Irrigation Basics and many, many more.

Plant Collections: Leu Gardens' talented horticulture team will maintain the 12,600 individual plant accessions representing more than 3,100 species of plants visible to the public. These historic collections will be enhanced as new varieties of camellias, roses, and landscape plants are added to the collections. The new 2014 partnership with the Florida Nursery Growers Landscape Association (FNGLA) added new trials of annual plants to the Gardens and this will continue to grow, adding increased visibility for Leu Gardens and adding new varieties to our collections for evaluation.

Community Outreach: Leu Gardens has an active membership of 3,026 households comprising of 7,084 individual members. Members enjoy unlimited admission to the Gardens 364 days a year (closed Christmas Day). Members also receive discounts on ticketed events and educational programs and monthly e-newsletters for updates on the gardens and programs. Leu Gardens' staff is committed to serving the Central Florida area and writes regular articles and newspaper columns for local and statewide publications.

Timeline:

Leu Gardens is open every day of the year other than December 25. The Leu House Museum, located in the gardens, is open for tours daily. Multi-disciplinary programming is offered year-round. Leu Gardens has a detailed annual calendar that adequately spaces its hundreds of events and allows for media outreach to market events and educational programs.

Attachment B

Estimated Project Budget

Expenses	Award	Cash Expenses	In-Kind	Total
1. Personnel: Administrative	0	481,741	0	\$481,741
1.1. Salaries, wages, and benefits for executive, administrative staff and program directors	0	481,741	0	481,741
2. Personnel: Programmatic	0	599,109	0	\$599,109
2.1. Salaries, wages, and benefits for educators and gardeners maintaining collections	0	599,109	0	599,109
3. Personnel: Technical/Production	0	542,854	0	\$542,854
3.1. Salaries, wages, and benefits for staff	0	542,854	0	542,854
4. Outside Fees and Services: Programmatic	9,905	28,249	217,095	\$255,249
4.1. Adult tour guides and volunteers	0	10,000	217,095	227,095
4.2. Movie Rentals and Music Ensembles	5,660	13,249	0	18,909
4.3. Class Instructors	4,245	5,000	0	9,245
5. Outside Fees and Services: Other	0	0	0	\$0
6. Space Rental	0	0	0	\$0
7. Travel	0	0	0	\$0
8. Marketing	49,050	22,000	0	\$71,050
8.1. Marketing cooperative memberships	1,500	10,000	0	11,500
8.2. Print media advertising	43,550	12,000	0	55,550
8.3. Design services	4,000	0	0	4,000
9. Remaining Proposal Expenses	11,791	15,030	0	\$26,821
9.1. Replacements or additions to plant collections	11,791	15,030	0	26,821
9.2. Interpretive signage for collections	0	0	0	0
Total Expenses	70,746	1,688,983	217,095	\$1,976,824
Income	Award	Cash Income	In-Kind	Total
10. Revenue: Admissions		374,000		\$374,000
10.1 Revenue: Admissions		374,000		374,000
11. Revenue: Contracted Services		0		\$0
12. Revenue: Other		474,000		\$474,000
12.1 Revenue: Memberships		130,000		130,000
12.2 Revenue: Educational Programming		35,000		35,000
12.3 Revenue: Gift Shop Resales		100,000		100,000
12.4 Revenue: Weddings and Receptions		144,000		144,000

12.5 Revenue: Special Events		65,000		65,000
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		840,983		\$840,983
18.1 City of Orlando		840,983		840,983
19. Applicant Cash		0		\$0
Total Income	70,746	1,688,983	217,095	\$1,976,824

Attachment C

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 2 Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, 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 2 §200.328, 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 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 that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR 2 §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web address 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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), *Florida Statutes* and has received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement. Section 215.97 *Florida Statutes* Single Audit Requirements

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, 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 Chief Financial Officer; 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 \$500,000 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 \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

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

- State of Florida Department Financial Services (Chief Financial Officer) www.fldfs.com/
- State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 2 §200.512 , and required by PART I of this agreement shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient directly to each of the following:

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse electronically at harvester.census.gov/sac/ as designated in 2 CFR 2 §200.512.

C. Other Federal agencies and pass-through entities in accordance with 2 CFR 2 §200.513.

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 2 CFR 2 §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR 2 §200.501, the recipient shall submit the required written notification pursuant to 2 CFR 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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:

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

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

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

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 2 Subpart F—Audit Requirements, Section 215.97, *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 2 CFR 2 Subpart F 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, Chief Financial Officer, 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, Chief Financial Officer, 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:
\$0

Compliance requirements applicable to the federal resources awarded pursuant to this agreement are as follows:
Not Applicable

State resources awarded to the recipient pursuant to this agreement consist of the following:
\$70,746

Matching resources for federal programs:
National Endowment for the Arts, Promotion of the Arts Partnership Grant, CFDA Number 45.025.

Subject to section 215.97, Florida Statutes:
State Project, Florida Department of State, Cultural and Museum Grants; CSFA Number 45.061.

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/>.