

**Agreement Between  
The State of Florida, Department of State  
And  
City of Orlando**

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 hereinafter referred to as the "Grantee."

The Grantee has been awarded a General Program Support Grant by the Division, grant number 17.6.170.051 in the amount of \$91,420. Funds for this grant have been appropriated in the FY 2016-2017 General Appropriations Act, Chapter No. 2016-66, Laws of Florida on line 3103. 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 the public purpose for which these funds were appropriated.

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

Execute a minimum of eight(8) movie nights. Execute a minimum of sixteen (16) educational programs. Add a minimum 132 plants to accessioned plant collections. All tasks associated with the project, as outlined in the Project Description will be completed by June 30, 2017.

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 upon execution of the contract.

Payment 2, Deliverable/Task 1:

- Payment 2 will be fixed price in the amount of 25% of the grant award. 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.
- Documentation that deliverable has been completed: Monthly newsletters. Receipts/invoices for plants.

Payment 3, Deliverable/Task 2:

- Payment 3 will be fixed price in the amount of 25% of the grant award.. 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.
- Documentation that deliverable has been completed: Monthly newsletters. Receipts/invoices for plants.

Payment 4, Deliverable/Task 3:

- Payment 4 will be fixed price in the amount of 25% of the grant award. 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.
- Documentation that deliverable has been completed: Monthly newsletters. Receipts/invoices for plants.

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 2016-2017. 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).

c. Should grant expenditures exceed the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the

reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

## **2. Length of Agreement.**

This Agreement shall begin on **July 1, 2016**, and shall end **June 30, 2017**, 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@dof.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.**

Grant payments 2, 3 and 4 are requested by submitting the following:

- Grant Funds Expenditure Log demonstrating appropriate use of state funds
- Documentation that the deliverable has been completed
- Invoice/Request Form

The total grant award shall not exceed \$91,420 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 upon execution of the contract.
- b. The second payment will be 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- c. The third payment will be 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- d. The fourth payment will be 25% of the grant award. Payment will be made in accordance with the completion of the the Deliverables.

## **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, Documentation that the deliverable has been completed, and the Invoice/Request Form prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction 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 and Invoice/Request forms are 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 contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

## **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 complete services as identified in the Scope of Work and Deliverables: submission of Grant Funds Expenditure Log demonstrating appropriate use of state funds, Documentation that the deliverable has been completed, and the Invoice/Request Form.
- c. Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables: submission of Grant Funds Expenditure Log demonstrating appropriate use of state funds, Documentation that the deliverable has been completed, and the Invoice/Request Form.
- d. Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables: submission of Grant Funds Expenditure Log demonstrating appropriate use of state funds, Documentation that the deliverable has been completed, and the Invoice/Request Form.

## **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. **Mid-Year Project Progress Report** for the grant period July 1 through December 31; first report is due no later than January 30.

- b. **Final Report** for the grant period; the final report is due no later than July 30. 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, 2017**. 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 on 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/](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.
- o. Telephone, utilities, office supplies, property improvements, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs. These expenses can only be used as match.

## **16. Travel.**

The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.

## **17. Unobligated and Unearned Funds and Allowable Costs.**

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

## **18. Repayment.**

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

## **19. Single Audit Act.**

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

## **20. Retention of Accounting Records.**

Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

## **21. Obligation to Provide State Access to Grant Records.**

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

## **22. Obligation to Provide Public Access to Grant Records.**

The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of

Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

### **23. 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 17.6.170.051 provided for from funds appropriated in the FY 2016-2017 General Appropriation Act, in the amount of \$91,420, 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. )

#### The 2016-2017 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. Updating technologies, including online program registration, has greatly increased the attendance of these programs in the previous year. 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 to attract new patrons from the Central Florida region and beyond. Advertising the wide variety of Leu Gardens' programming events is challenging: the diverse subject matter demands niche marketing to attract a wide variety of visitors with unique needs and interests. A newly added exhibition of large sculptures during the winter months drew thousands of new visitors; we will feature a new exhibition each year. We project to increase paid memberships by 15% in 2016-2017 over this year. Continued marketing will increase regional awareness of Harry P. Leu Gardens as a tourist destination by increasing regional and statewide marketing initiatives.

#### **2016-2017 Measurable Objectives:**

- 1) During 2016-17, we will build attendance and earned income by 10%.
- 2) Increase membership to Leu Gardens by 15% in the 2016-2017 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 2016 and June 2017. As this proposal is being written, activities are not finalized but will be similar to the following:

*Marketing:* We will grow our email newsletter list and presence in print media and social media. Piloted in 2014, our E-newsletter 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 hosting the Leu Gardens booth at community events and cultural festivals, plant sales, Earth Day celebrations, theme park employee discovery days, presentations to service organizations, environmental groups and plant societies. Given the effectiveness of this outreach, Leu Gardens' staff spreads the word to new audiences about Gardens programs, activities and assistance initiatives with a goal of reaching a diverse population to include each of the City of Orlando's districts.

*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 1,908 people and the Plant Sale exceeded 8,900 visitors.

*Educational Programming:* Leu Gardens will focus on multicultural and multigenerational activities and continue to expand topics for increased appeal to the community. Increased use of online registration for programs adds convenience for attendees to help increase attendance. 160 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. Story Time is offered as a free program in partnership with the Orange County Library on a monthly basis and will reach more than 400 people each month.

*Plant Collections:* Leu Gardens' talented horticulture team will maintain the 12,780 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. The partnership with the Florida Nursery Growers Landscape Association (FNGLA) includes trials of new 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 3,324 households comprising of 8,250 individual members. Members enjoy unlimited admission to the Gardens 364 days a year. 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 our events and educational programs.

## Attachment B

### Estimated Project Budget

Expenses	Award	Cash Expenses	In-Kind	Total
<b>1. Personnel: Administrative</b>	<b>0</b>	<b>490,125</b>	<b>0</b>	<b>\$490,125</b>
1.1. Salaries, wages and benefits for executive and administrative staff	0	490,125	0	490,125
<b>2. Personnel: Programmatic</b>	<b>0</b>	<b>609,535</b>	<b>0</b>	<b>\$609,535</b>
2.1. Salaries, wages and benefits for education coordinator and special events coordinator	0	609,535	0	609,535
<b>3. Personnel: Technical/Production</b>	<b>0</b>	<b>652,301</b>	<b>0</b>	<b>\$652,301</b>
3.1. Salaries for entertainment/Facility workers	0	652,301	0	652,301
<b>4. Outside Fees and Services: Programmatic</b>	<b>12,798</b>	<b>0</b>	<b>200,000</b>	<b>\$212,798</b>
4.1. Movie Rentals and musicians for cultural events	10,360	0	0	10,360
4.2. Class instructors and supplies	2,438	0	0	2,438
4.3. Volunteer tour guides and docents	0	0	200,000	200,000
<b>5. Outside Fees and Services: Other</b>	<b>0</b>	<b>526,016</b>	<b>0</b>	<b>\$526,016</b>
5.1. Contracted services, including janitorial, pest control, lawns, etc	0	142,800	0	142,800
5.2. Utilities	0	134,000	0	134,000
5.3. Repairs and Maintenance	0	176,216	0	176,216
5.4. Gift Shop supplies & services	0	73,000	0	73,000
<b>6. Space Rental</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>7. Travel</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>8. Marketing</b>	<b>53,024</b>	<b>0</b>	<b>0</b>	<b>\$53,024</b>
8.1. Cooperative Memberships	1,237	0	0	1,237
8.2. Media advertising, both print and electronic	47,521	0	0	47,521
8.3. Design services	4,266	0	0	4,266
<b>9. Remaining Proposal Expenses</b>	<b>25,598</b>	<b>80,000</b>	<b>0</b>	<b>\$105,598</b>
9.1. Replacements or additions to plant collections	15,237	0	0	15,237
9.2. Supplies for maintenance of living collections	6,095	80,000	0	86,095
9.3. Interpretive signage for collections	4,266	0	0	4,266
<b>Total Expenses</b>	<b>91,420</b>	<b>2,357,977</b>	<b>200,000</b>	<b>\$2,649,397</b>
<b>Income</b>	<b>Award</b>	<b>Cash Income</b>	<b>In-Kind</b>	<b>Total</b>
<b>10. Revenue: Admissions</b>		<b>360,000</b>		<b>\$360,000</b>
10.1 Admissions		360,000		360,000

<b>11. Revenue: Contracted Services</b>	<b>343,000</b>			<b>\$343,000</b>
11.1 Facility Use	60,000			60,000
11.2 Weddings	110,000			110,000
11.3 Receptions	70,000			70,000
11.4 Commercial Film Shoots	9,000			9,000
11.5 Caterers	94,000			94,000
<b>12. Revenue: Other</b>	<b>290,500</b>			<b>\$290,500</b>
12.1 Special Events	110,000			110,000
12.2 Educational Programming	50,000			50,000
12.3 Gift Shop Resales	130,500			130,500
<b>13. Private Support: Corporate</b>	<b>0</b>			<b>\$0</b>
<b>14. Private Support: Foundation</b>	<b>0</b>			<b>\$0</b>
<b>15. Private Support: Other</b>	<b>170,000</b>			<b>\$170,000</b>
15.1 Memberships	170,000			170,000
<b>16. Government Support: Federal</b>	<b>0</b>			<b>\$0</b>
<b>17. Government Support: Regional</b>	<b>0</b>			<b>\$0</b>
<b>18. Government Support: Local/County</b>	<b>1,194,477</b>			<b>\$1,194,477</b>
18.1 General Support	1,194,477			1,194,477
<b>19. Applicant Cash</b>	<b>0</b>			<b>\$0</b>
<b>Total Income</b>	<b>91,420</b>	<b>2,357,977</b>	<b>200,000</b>	<b>\$2,649,397</b>

## **Attachment C**

### **Florida Single Audit Act Requirements**

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

#### **Monitoring**

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

#### **Audits**

##### **PART I: FEDERALLY FUNDED**

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

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

##### **PART II: STATE FUNDED**

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

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of

State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

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

### **PART III: REPORT SUBMISSION**

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

Department of State  
Division of Elections  
R. A. Gray Building, Ste 316  
500 South Bronough St.  
Tallahassee, FL 32399-0250
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316

500 S. Bronough St.  
Tallahassee, FL 32399-0250

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

A. The Department of State at the following address:

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

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

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

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

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



## Exhibit 1

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

\$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:**

Florida Department of State Cultural and Museum Grants (General Program Support); CSFA Number 45.061. Award Amount: \$91,420

**Matching resources for federal programs:**

National Endowment for the Arts, Promotion of the Arts Partnership Grant #16-6100-2032, CFDA Number 45.025.

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

State Project Cultural and Museum Grants (General Program Support); 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/>.