GRANT AGREEMENT

**Between**

**FLORIDA DEPARTMENT OF STATE**

**&**

**«ORGNAME»**

**«ORGNAME2»**

This agreement is made by and between the Florida Department of State, Division of Cultural Affairs (the “Division"), and the «ORGNAME», «ORGNAME2» (the "Grantee”) for the purpose of administering Grant Number **«AAPNUM»**.

Funds for this grant are contained in the 2012-2013 General Appropriations Act, Line Item Number xxxx, General Revenue. The Division has the authority to administer this grant in accordance with s. 265.286(5)(a) and (b), Florida Statutes.

**1. Grant Purpose.** This grant shall be used exclusively for the **“*«title»*”,** as more specifically described in application **«AAPNUM»**.

**2. Length of Agreement.** This Agreement shall begin upon the date that it is last executed by the parties, and it shall end on **June 30, 2013**, unless it is extended by written agreement and signed by both parties.

**3. Contract Administration**. The parties are bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or to delivered to the other party's contract manager by utilizing the information below. Each party is obligated to provide any change in the contact information below in writing, or as directed by the division, to the contract manager within 10 days of the change.

**For the Division of Cultural Affairs:**

Program Manager

Florida Department of State

Division of Cultural Affairs

R.A. Gray Building, 3rd Floor

500 South Bronough Street

Tallahassee, Florida 32399

Phone: (850) 245-

Facsimile: (850) 245-6497

Email:

**For the Grantee:**

«FNAME» «LNAME»

«ORGNAME»

«PRIADD»

«CITY», Florida «ZIP»

Phone: «WPhone»

Facsimile: «FAXNUM»

Email: «EMAIL»

**4. Grant Payments.** The total grant is **«GRANTAWARD».** There will be four (4) grant payments in the approximate amount of 25% of the total grant amount. Grant payments will be delivered to the Grantee quarterly, based on the state's fiscal year (and subject to available release), or from the date this agreement is signed until **June 30, 2013**. The first grant payment shall be provided immediately upon full execution of this agreement, and the remaining payments shall be provided between receipt of the first payment and **June 30, 2013**. The Department's obligation to pay any remaining balances due on the grant award shall expire on **September 30, 2013**.

**4.1** The Division's Contract/Program Manager shall provide additional information regarding grant payments as funds become available.

**4.2** Grantees are not required to request grant payments, unless the Grantee requires a grant payment in excess of 25% of the total grant per quarter, which is considered an "advance payment." In order to request an advance payment, the Grantee should contact the contract manager and make the request. The Division shall make advance payments based on the availability of funds within the Division’s budget and the approval of the Chief Financial Officer of the State of Florida (CFO). If the CFO approves an advance payment, the payment schedule shall be subject to any special conditions required by that Office.

**5. Allowable Uses for Grant Funds.** Grant funds shall be used exclusively for the *proposal* for which these funds were awarded, and in compliance with the approved ***Proposal* Budget** as set out in the Grantee’s application.

**5.1 The Application,** created by the Grantee, describes the entire *proposal* including elements on which grant funds will be spent.

**5.2 *Proposal* Budget**, created by the Grantee, is based upon reasonable expenditures projected to accomplish the Grantee's *proposal* for fiscal year **2012-2013**. The *Proposal* Budget, included in the application, details how grant funds will be spent. Itemized *Proposal* Budget expenditures not funded by this grant are indicated by zero ($0) in the *Proposal* Budget.

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

**7. Time Requirements to Spend Grant Funds.** Grant funds must be paid out and not merely encumbered within 90 days of receipt, unless the Grantee obtains prior written approval of the Division's Contract/Program Manager through a Grant Amendment Request (GAR) (Form CA2E002, available on the Division’s Website at [www.Florida-Arts.org](http://www.Florida-Arts.org)).

**8. Non-allowable Expenses.** The following non-allowable expenses (state grant and matching funds) should not appear anywhere in the Grant Proposal Budget:

**8.1** State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.

**8.2** Funds used as match for other Department of State grants.

**8.3** Expenses incurred or obligated before July 1 or after the grant period.

**8.4** Lobbying or attempting to influence federal, state or local legislation, the judicial branch or any state agency.

**8.5** Building, renovation, or remodeling of facilities. Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.

**8.6** Costs associated with bad debts, contingencies, fines and penalties, interest, taxes, and other financial costs.

**8.7** Private entertainment, food, and beverages.

**8.8** Plaques, awards, and scholarships.

**8.9** Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.

**8.10** Re-granting.

**8.11** Contributions and donations.

**8.12** Mortgage payments.

**8.13** Payments to current Department of State employees or contractors.

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

**10. Modifications of this Agreement.** If changes are needed to either the *Proposal* Description or the *Proposal* Budget, or to any other parts of this agreement, a Grant Amendment Request form (GAR) should be utilized to request modifications. The Grantee shall not be authorized to implement any changes to the *Proposal* Description or *Proposal* Budget or any other parts of this agreement, including the *proposal* end date, without the prior written approval of the Division's Contract/Program Manager. The Division shall be the sole judge of whether the facts and circumstances justify an extension or other modifications of this agreement.

**11. Return of Grant Funds.** Any grant funds utilized for unauthorized expenditures not in compliance with the Proposal Budget, or not paid out within 90 days of receipt, must be returned to the Division within 30 days of written demand from the Division.

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

**13. Required Accounting System.** The Grantee must maintain an accounting system that provides complete documentation of the use of all of the grant funds, as described below:

**13.1** Accurate, current, and complete records that adequately identify the sources and use of funds for all grant activities, including detailed receipts for expenditures of state funds.

**13.2** Effective control over and accountability for all funds, property, and other assets.

**13.3** Bills for project services or expenses (i.e., invoices, bills, and canceled checks) in detail sufficient for proper pre-audit and post audit.

**14. Grant Report with State Funds Expenditure Log.** The Grantee must submit a Grant Report (Form CA2E004, available on the Division’s Website at [www.Florida-Arts.org](http://www.Florida-Arts.org)) to the Division which must detail all proposal activity during the entire grant period. The Grant Report must include a narrative description of the work completed, as described in the Application,and an Actual Budget, including income and expenditures for the *proposal*, as described in the *Proposal* Budget**.** The Grant Report must include a State Funds Expenditure Log. The Expenditure Log must list all grant expenditures, including check numbers, payees, dates of payment, and check amounts. The Grant Report with Expenditure Log shall be due 30 days after the end of the grant period of June 30, 2013.

**14.1 Interim Report with State Funds Expenditure Log.** An Interim Report with Expenditure Log is required for all programs/projects with an extended grant period ending date after **June 30, 2013**. The due date for all Interim Reports is **July 30, 2013.**  The form of the Interim Report is the same as the Grant Report.

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

**16. Notification of International Travel.** The Grantee must notify in writing both the Division of Cultural Affairs and the Office of Tourism, Trade and Economic Development before conducting international travel using state funds.

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

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

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

**20. Availability of Funds.** The State of Florida’s performance and obligation to pay under this agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this agreement is dependent are withdrawn, this agreement shall be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended, prior to the termination date. Such termination shall not affect the responsibility of the Grantee under this agreement and the program rule and guidelines as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

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

**22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits or any other right or privilege connected with employment by the State of Florida.

**23. 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.

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

**25. No Discrimination.** Grantee shall not discriminate against any employee employed under this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this agreement.

**26. Breach of Agreement.** The Division may demand the return of grant funds already received and may withhold subsequent payments if the Grantee improperly expends and manages grant funds, if it fails to prepare, preserve or surrender records required by this agreement, or if it otherwise violates this agreement or the program rule or guidelines.

**27. Termination of Agreement.** The Division may terminate or end this agreement due to of failure of the Grantee to fulfill its obligations under this agreement. In such event, the Division must provide the Grantee a notice of its violation by letter, and must give the Grantee at least 15 calendar days from the date of receipt to cure the violation. If the violation is not cured within the stated period, the Division may terminate this agreement. The notice of violation letter must be delivered to the Grantee's Contract manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this agreement, the Grantee should be compensated for any work completed in accordance with this agreement prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this agreement shall be returned to the Division, with interest, within 30 days after termination of this agreement.

**28. 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.

**29. Litigation and Other Fees.** The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this agreement.

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

**30.1** The Grantee shall be responsible for all claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense.

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

**31. Access to Public Records.** The Division reserves the right to unilaterally cancel this agreement in the event that the Grantee refuses to grant public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, Florida Statutes, known as the Florida Public Records Act. The Grantee shall contact the Division's Contract manager if it receives a public records request related to this agreement.

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**32. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by an contractor is considered a violation of Section 274A(a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

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

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

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

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

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

**38.** **Prohibition of Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

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

**Grantee Acknowledgement**

In acknowledgement of Grant Number **«AAPNUM»** provided for from funds appropriated by the **2012 Florida Legislature** in the amount of **«GRANTAWARD»**, the representative of the Grantee hereby certifies the following:

1) That I have the authority to enter into this agreement on behalf of the Grantee;

2) That I have read and that I understand every section of this agreement;

3) That the Grantee shall comply with all of the requirements of this agreement; and

4) That I, or my successor of similar rank, shall sign any and all other documents relating to this agreement.

**For the Grantee:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**

**Authorized Official Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name & Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**

**Witness Date**

**For Division:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**

**Sandy Shaughnessy, Director Date**

**Division of Cultural Affairs**

**Department of State**

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**Witness Date**