

MEMORANDUM OF AGREEMENT

Between

FLORIDA DIVISION OF HISTORICAL RESOURCES

and UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

For

Florida Public Archaeology Network

August 18, 2010

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement"), is made pursuant to s.267.145(1), *Florida Statutes*, and entered into by and between the Florida Department of State, Florida Division of Historical Resources (hereinafter the "DIVISION") and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter the "UNIVERSITY"). This Agreement will become effective upon signature of both parties.

Whereas, the DIVISION and the UNIVERSITY have heretofore entered into a certain Memorandum of Agreement dated as of July 1, 2005 (the "Original MOA"), as amended by that certain Amendment to Memorandum of Agreement dated as of January 4, 2006 (the "2006 Amendment"); and

Whereas, the DIVISION and the UNIVERSITY wish to further amend in certain respects the Original MOA, as amended by the 2006 Amendment, Now Therefore,

FOR AND IN CONSIDERATION of the mutual benefits to be conferred upon the DIVISION and the UNIVERSITY, the Original MOA and the 2006 Amendment are hereby restated in their entirety, and the terms of the Original MOA and the 2006 Amendment shall be superseded by the terms hereof as of the effective date of this Agreement.

WITNESSETH

I. REFERENCES AND AUTHORITIES

WHEREAS, the Florida Historical Resources Act, s.267.011, *et. Seq.*, declares at s.267.031(5)(o), *Florida Statutes*, that the DIVISION shall advise and assist, as appropriate, federal and state agencies, local governments, and organizations and individuals in the recognition, protection, and preservation of the archaeological sites and artifacts of this state, directly and through a memorandum of agreement with a network of public archaeology centers as described in s.267.145, *Florida Statutes*; and

WHEREAS, s.267.031(6), *Florida Statutes*, declares that the DIVISION may enter into a memorandum of agreement with the UNIVERSITY to coordinate the establishment and operation of a network of regional public archaeology centers to provide public outreach and assistance to local governments in identifying, evaluating, developing, and preserving the archaeology in their local areas and in assisting the DIVISION in its archaeological responsibilities as outlined in this chapter and the memorandum of agreement; and

WHEREAS, s.267.145(1), *Florida Statutes*, declares that the Department of State shall create, through a memorandum of agreement, a Florida network of public archaeology centers (hereinafter the "Florida Public Archaeology Network," "FPAN," or the "Network") to help stem the rapid deterioration of this state's buried past and to expand public interest in archaeology. The network of public archaeology centers shall

work in cooperation with the State Historic Preservation Officer and the DIVISION through the cooperative memorandum of agreement; and

WHEREAS, s.267.145(2), *Florida Statutes*, declares that the network of public archaeology centers shall be administered through a public archaeology center at the UNIVERSITY. Additional centers shall be established throughout the state with each center located in an existing facility, free of charge, of a state university with a local archaeological program, a regional historic preservation office, the facility of a nonprofit organization that is involved in the archaeology of the region, or other locations as set forth in the memorandum of agreement (the “Regional Centers”); and

WHEREAS, the DIVISION and the UNIVERSITY have formed the Network as directed by s.267.031 and s.267.145, *Florida Statutes*, and have successfully operated the Network since executing the Original MOA.

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attaining the common objectives stated herein, the parties hereto mutually agree to the following terms and conditions.

II. MISSION STATEMENT AND GOALS

It is the mission of the Network to engage the public by promoting and facilitating the appreciation, value, and stewardship of Florida’s archaeological heritage through regional centers and partnerships. This mission will be pursued through public outreach, assistance to local governments, and assistance to the DIVISION.

The Regional Centers will develop visible public outreach and educational programs by promoting archaeological/heritage tourism; by establishing partnerships with Florida Anthropological Society chapters and other regional heritage organizations; by disseminating archaeological information to the public; by promoting existing regional heritage events and programs; and by promoting archaeological volunteer opportunities.

The Regional Centers will support local governments in their efforts to preserve and protect archaeological resources by assisting with local archaeological ordinances, comprehensive plan elements, and preservation plans; by providing professional archaeological assistance with local archaeological emergencies; and by advising local governments on the best management practices for municipally-owned and county-owned archaeological sites.

The Regional Centers will assist the DIVISION in its archaeological responsibilities by promoting DIVISION programs, including grants; by supporting the DIVISION with venues and professional assistance for regional training opportunities; by referring local inquiries to the appropriate DIVISION office or staff member; by distributing literature developed by the DIVISION; and by assisting with and promoting the identification and nomination of local archaeological sites to the National Register of Historic Places.

Specific goals and objectives will be established by the Network's Board of Directors (the "Board") from time to time to guide the delivery of programming in these core work areas.

III. DEFINITIONS

Coordinating Center – the Public Archaeology Center established at the University of West Florida responsible for coordinating the activities of the Network and Regional Centers (pursuant to s.267.145(2), *Florida Statutes*). The Coordinating Center houses and operates directly FPAN's Northwest Region Public Archaeology Center.

Ex officio FPAN Board member – the State Archaeologist, as defined in paragraph VI.A., herein. The *ex officio* member will serve as a non-voting Board member.

Florida Public Archaeology Network – the Network includes the Coordinating Center established at the UNIVERSITY, the Northwest Regional Center operated directly by the UNIVERSITY, and the Regional Centers established at Host Institutions (pursuant to s.267.145(2), *Florida Statutes*).

FPAN Board of Directors – the eleven member board as established in paragraph VI.A. herein.

Host Institution – a qualifying organization as defined by s.267.145(2), *Florida Statutes*, and by paragraph VI.D. below that is chosen to host a Regional Center.

Network Executive Director – the professional archaeologist employed by the UNIVERSITY as Executive Director of the Coordinating Center, Coordinator of the Regional Centers, and as Executive Officer and Secretary of the Board.

Regional Center – one of the regional public archaeology centers established at a Host Institution (pursuant to s.267.145(2), *Florida Statutes*).

Regional Director – the professional public archaeologist serving at a Regional Center who cooperates directly with the Coordinating Center.

State Archaeologist – the individual serving pursuant to s.267.031(7), *Florida Statutes*, and who is designated by the DIVISION as the liaison to the UNIVERSITY and the Network.

State Fiscal Year – that period from July 1 through June 30.

IV. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will work to secure funding for the Network through such sources as are available from State appropriations, grants, and other available funds.

B. Establish the FPAN Coordinating Center and the Northwest Region Public Archaeology Center, including employment of all staff.

C. Provide Adequate Space

The UNIVERSITY is responsible for providing office facilities at no cost for the Coordinating Center and Northwest Region offices, including utilities and maintenance costs.

V. RESPONSIBILITIES OF THE DIVISION

A. Liaison

The State Archaeologist, or his/her designee, will serve as DIVISION liaison in all coordination with the Network.

B. Information Access

The DIVISION will provide all necessary Florida Master Site File data and other pertinent information to the Coordinating Center and the Regional Centers upon request.

VI. RESPONSIBILITIES OF THE FPAN BOARD OF DIRECTORS

A. Constitution of the Board

The Board will consist of eleven directors: six core directors and five at-large directors. Term of the directors shall begin on July 1.

Three of the core directors will represent and be appointed by the President of the UNIVERSITY, one core director will represent and be appointed by the Florida Anthropological Society (the "FAS"), and one core director will represent and be appointed by the Florida Archaeological Council (the "FAC").

The core directors appointed by the UNIVERSITY shall be staff or faculty archaeologists and shall serve three-year terms with these terms staggered so that the term of one director concludes each year. The UNIVERSITY directors may be reappointed. The President of the UNIVERSITY will designate from these directors a Chair and Vice-chair of the Board.

The core directors appointed by the FAS and the FAC shall serve three-year terms. The FAS and FAC directors may be reappointed. Terms shall be staggered so that they do not conclude in the same year.

The State Archaeologist will serve *ex officio* and non-voting as the sixth core member of the Board. This member shall serve during the time that he/she is employed in his/her designated position.

The six core directors will select by majority vote the five at-large directors - three directors who are Florida residents and two directors who are non-Florida residents. Selection of at-large directors shall occur at the mid-year meeting of the Board.

One of the Florida resident at-large directors shall be a lay person (i.e., not a professional archaeologist), although interest in archaeology, historic preservation, and/or heritage tourism is recommended. Two of the Florida resident at-large directors shall represent two or more of the following professional areas of specialization: academic archaeology; museum archaeology; private-sector archaeology; underwater archaeology; or local government archaeology. Geographic balance is recommended in the selection. Each shall serve a three-year term and is eligible for reappointment. Terms shall be staggered so that the term of one director concludes each year.

The two non-Florida resident at-large directors shall have extensive experience in statewide public archaeology organizations and academic administration. Each shall serve a three-year term and is eligible for reappointment. Terms shall be staggered so that they do not conclude in the same year.

B. Board Meetings

The Board will meet at least twice a year. The annual meeting shall be held in spring in conjunction with the annual meeting of the Florida Anthropological Society. There shall be a second meeting at mid-year. Additional meetings may be called by the Executive Director or Chair as needed. Meetings shall be noticed in accordance with the provisions of s.120.525, *Florida Statutes*.

C. Duties of the Board

The Board will serve as the selection committee for the Network Executive Director, will set policy regarding the Network, and will serve as the selection committee for Host Institutions.

D. Selection of Regional Center Host Institutions

Selection criteria for Regional Centers shall include geographic balance; regional need; availability and willingness of a Host Institution; feasibility of a Host Institution's proposed programs and plan; compliance of a Host Institution with archaeological ethics and professional responsibility as established by the Register of Professional Archaeologists, the Society for Historical Archaeology, and the Society for American Archaeology; and the potential for success in areas of site protection and conservation, as well as development or improvement of local ordinances.

Selection of Host Institutions will be made by the Board. The UNIVERSITY will process applications submitted from potential Host Institutions.

VII. RESPONSIBILITIES OF THE FPAN COORDINATING CENTER

A. Personnel

The Coordinating Center shall include the FPAN Network Executive Director, and staff necessary for the administration of the Network. Such staff may include an Associate Director, a Fiscal/Budget Officer, a Secretary/Administrative Assistant, a Web Architect, and a Public Archaeologist.

The Network Executive Director is responsible for establishing, maintaining, and coordinating the activities of the Regional Centers. The Network Executive Director is responsible for coordinating with the DIVISION through the State Archaeologist.

B. Relationship with the Board

The Network Executive Director shall serve as Executive Officer and Secretary of the Board and shall be responsible to the Board for all operations of the Network. The Director of the UWF Archaeology Institute shall serve as Staff Advisor to the Board.

The Network Executive Director shall provide monthly updates to the Board of Directors, will make available quarterly reports of the Regional Centers to the Board of Directors, and shall prepare an annual Executive Summary of FPAN for the Board of Directors and other interested parties.

C. Develop Request for Proposals (the "RFP") for Regional Centers

The Coordinating Center will develop the RFP soliciting applications for establishing Regional Centers in accordance with UNIVERSITY policies and procedures. RFPs will be issued based on annual funding levels and will include specific information about the goals of the Network, the elements of a successful application, and the criteria to be used in selection of Host Institutions.

D. Relationship with Host Institutions

The Coordinating Center shall, in the spirit of collaboration and teamwork, maintain an open and mutually beneficial partnership with the Host Institutions and Regional Center staff. Communication among the Network Executive Director, the Host Institution, and Regional Center shall be unrestricted.

The Network Executive Director shall provide the Host Institutions and the Regional Centers with direction for the development and delivery of FPAN programs and with guidance for meeting FPAN mission and goals.

E. Northwest Region Center

The Coordinating Center shall establish at the UNIVERSITY the FPAN Northwest Region Center.

F. Other Public Archaeology Centers

The Coordinating Center may, with approval of the Board, directly operate Public Archaeology Centers in other FPAN regions in the event that an acceptable host is not available or for other reasons determined by the Board.

G. Administer Yearly FPAN Contracts

The UNIVERSITY and Coordinating Center will prepare, execute, and administer yearly FPAN contracts to those Host Institutions who have been selected as hosts for individual Regional Centers. Contract administration will be in accordance with UNIVERSITY policies and procedures. Indirect costs charged by host institutions shall not exceed 5% of total direct costs.

H. Manage State-Wide Aspects of FPAN Programming

The Coordinating Center will establish and coordinate all Internet programming for FPAN, as well as state-wide marketing and promotion efforts. The Coordinating Center will also identify and manage those aspects of the FPAN program that are considered to be state-wide in nature.

VIII. JOINT RESPONSIBILITIES OF THE COORDINATING CENTER AND THE DIVISION

A. Regional Center Personnel Selection

Regional Center personnel may be employed by the Host Institution pursuant to their rules and policies. Job advertisements for the positions of Regional Director and Outreach Coordinator shall be approved by the Coordinating Center prior to posting of the position. The Host Institution shall select a Regional Director following their standard internal procedures, and the Network Executive Director and State Archaeologist shall serve as full members of the Personnel Selection Committee that reviews applications, arranges for interviews, conducts interviews, and evaluates candidates for the position of Regional Director.

B. Review of Annual Work Plan and Budget (see paragraph X.D.)

The Network Executive Director and the State Archaeologist shall establish a template for the creation of an Annual Work Plan and Budget prepared by each Regional Center to implement the mission and goals of FPAN. Each Annual Work Plan and

Budget will be reviewed by the Network Executive Director and State Archaeologist and either accepted outright or accepted pending recommended changes. In order to avoid an unacceptable Annual Work Plan and Budget, which could result in non-renewal of the hosting contract, the Coordinating Center will, if necessary, work with the Regional Center to implement the recommended changes.

C. Review of Annual Executive Summary (see paragraph X.E.)

The Network Executive Director and the State Archaeologist shall review the Annual Executive Summary prepared by each Regional Center. Each Annual Executive Summary will be accepted outright or accepted pending recommended changes. In order to avoid an unacceptable Annual Executive Summary, which could result in non-renewal of the hosting contract, the Coordinating Center will, if necessary, work with the Regional Center to implement the recommended changes.

IX. RESPONSIBILITIES OF THE HOST INSTITUTION

A. Submittal of Regional Center Proposal

Prospective Host Institutions are responsible for responding to the RFP issued by the UNIVERSITY. Regional Center proposals should include a description of the Host Institution as a qualifying organization as defined by the References and Authorities section of this Agreement; a description of local need for a Regional Center; a detailed budget; and a detailed description of facilities and resources that will be dedicated to the Regional Center.

B. Facilities

The Host Institution is responsible for providing office facilities at no cost, including space for meetings and small conferences, as well as utilities, for their Regional Center, and other overhead costs. Unapproved substantial changes in facilities from those outlined in the FPAN Proposal may result in forfeiture of future FPAN funding.

C. Expenditure of Contract Funds

Funds for the Host Institution will be provided as a reimbursement of actual allowable expenses. The UNIVERSITY will notify the Host Institutions of the schedule for submission of expenditure reports. The Host Institution will submit regular reports of direct expenditures for proper UNIVERSITY pre-audit and post-audit to the Coordinating Center. Failure to produce acceptable expenditure reports may result in forfeiture of FPAN funding.

D. Inventory of FPAN Property

The Host Institution shall maintain an inventory of FPAN property in its possession. Only items that were purchased for \$1,000.00 or more should be included in

the inventory. In the event that the Host Institution no longer hosts a Regional Center, all property on the inventory shall be delivered to the Coordinating Center, at the Host Institution's expense, pursuant to the terms of the FPAN contract agreement.

E. Relationship with Coordinating Center

The Host Institution shall, in the spirit of collaboration and teamwork, maintain an open and mutually beneficial partnership with the Coordinating Center. Communication among the Network Executive Director, the Host Institution, and Regional Center shall be unrestricted.

The Network Executive Director and the Host Institution Principal Investigator shall work together to resolve performance issues with Regional Center staff. The Host Institution must consult with the Network Executive Director prior to any personnel action that would result in the termination of employment of a Regional Center Director or Outreach Coordinator.

X. REGIONAL CENTERS

A. The Regional Centers shall deliver a program that specifically addresses the mission and goals of the Florida Public Archaeology Network (see paragraph II).

B. Host Institutions

Institutions eligible to host a Regional Center include public or private universities in Florida with local archaeological programs; regional historic preservation offices; nonprofit organizations that are involved in the archaeology of the region; nonprofit museums involved in regional archaeology; local governments; and the historic preservation offices of the counties and municipalities. Hosts shall comply with archaeological ethics and professional responsibility as established by the Register of Professional Archaeologists, the Society for Historical Archaeology, and the Society for American Archaeology.

C. Personnel

Each Regional Center shall have at least one professional public archaeologist to serve as Regional Director, who may be an employee of the Host Institution. Selection criteria for the Regional Director position include successful completion of a graduate degree in Anthropology, specializing in Archaeology, or an equivalent degree in a related field; at least two years experience in field and laboratory archaeology; at least two years experience in supervision and administration of archaeological projects or programs; and experience in public archaeology, including working with volunteers.

Each Regional Center shall also have one professional to serve as Outreach Coordinator, who may be an employee of the Host Institution. The Outreach Coordinator shall assist the Regional Director in delivery of the regional FPAN program. Minimum

qualifications for this position shall be a bachelors degree, experience in archaeology, and well-developed communication abilities. A degree in Archaeology is preferred.

Each Regional Center may employ additional professional and administrative staff.

D. Annual Work Plan and Budget

The professional staff of each Regional Center, in collaboration with the Host Institution, will prepare an Annual Work Plan and Budget utilizing a template provided by the Coordinating Center. The plan will detail the proposed and planned activities for the next fiscal year and should indicate clearly how the Network's mission and goals will be addressed and implemented. The Annual Work Plan and Budget should be submitted to the Coordinating Center and DIVISION by April 1 of the preceding state fiscal year.

E. Reports

The professional staff of each Regional Center will prepare Quarterly Reports to coincide with quarters of the state fiscal year. Quarterly Reports shall be submitted to the Coordinating Center within 30 days following the end of each quarter. Quarterly Reports will utilize a template and guidelines provided by the Coordinating Center.

The professional staff of each Regional Center will prepare an Annual Executive Summary following guidelines provided by the Coordinating Center and which covers operations during the preceding state fiscal year. These Annual Executive Summaries will be incorporated into the FPAN Annual Executive Summary.

XI. MODIFICATION AND CANCELLATION

A. Modification

This Agreement may be modified by agreement of the signatories. All modifications must be in writing and executed by the signatories in the same manner as this Agreement.

B. Cancellation

Either party may terminate this Agreement for cause by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intent to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. The Board shall be involved in attempts to resolve disputes between the two parties.

XII. APPEALS AND DISPUTE RESOLUTION

In the event the UNIVERSITY is unwilling or unable to continue to host the Coordinating Center, the Board agrees to work diligently to maintain the FPAN. This may include, but is not limited to, attempts to establish the Coordinating Center at another institution.

The Board shall attempt to resolve disputes that arise between Host Institutions and the Coordinating Center, including, but not limited to, disputes related to termination of contract agreements; non-compliance with contract agreements, including failure to provide an Annual Work Plan and Budget or Annual Executive Summary; failure to adhere to the Annual Work Plan; and denial of Regional Center proposals submitted by prospective Host Institutions.

XIII. AVAILABILITY OF FUNDS

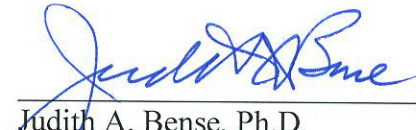
This agreement is contingent upon an annual appropriation by the Florida Legislature to the UNIVERSITY for the specific purpose of the FPAN.

XIV. TERM

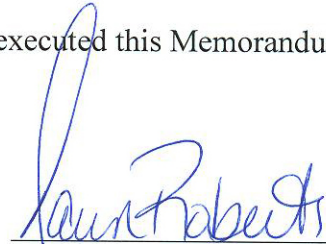
This Agreement shall be effective for five years from the date of execution. At the end of five years the Agreement shall be reviewed by the Board. The Agreement may be renewed with or without modifications at that time, if all parties agree.

XV. AUTHORIZING SIGNATURES

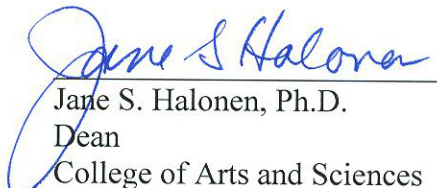
IN WITNESS HEREOF, the parties hereto executed this Memorandum of Agreement for Florida Public Archaeology Network.



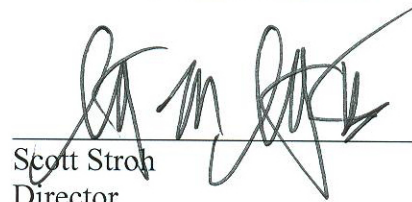
Judith A. Bense, Ph.D. 8/9/10
President Date
University of West Florida




Dawn K. Roberts 8/18/10
Secretary of State Date
Florida Department of State



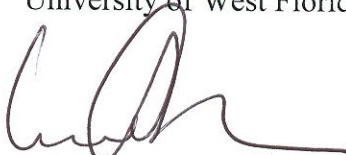
Jane S. Halonen, Ph.D. 8/9/10
Dean Date
College of Arts and Sciences
University of West Florida



Scott Stroh 8/12/10
Director Date
Division of Historical Resources



Elizabeth D. Benchley, Ph.D. 8/9/10
Director Date
Division of Anthropology and Archaeology
College of Arts and Sciences
University of West Florida



William B. Lees, Ph.D. 8/9/10
Executive Director Date
Florida Public Archaeology Network
College of Arts and Sciences
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