

**MEMORANDUM OF AGREEMENT**

**Between**

**FLORIDA DIVISION OF HISTORICAL RESOURCES**

**and UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**

**For**

**Florida Public Archaeology Network**

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THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement"), is made pursuant to Section 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 previously 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 renewed and amended pursuant to a Memorandum of Agreement dated as of July 1, 2010 (the "2010 MOA") (the Original MOA, as amended by the 2006 Amendment and the 2010 MOA are herein collectively referred to as the "MOA"); and

Whereas, the DIVISION and the UNIVERSITY wish to further amend and renew the MOA,

WHEREAS, the Florida Historical Resources Act, codified at Section 267.011, Florida Statutes, *et. seq.*, declares 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 Section 267.145, Florida Statutes; and

WHEREAS, Section 267.031(6), Florida Statutes, authorizes the DIVISION to 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, Section 267.145(1), Florida Statutes, directs the Department of State to 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 and submerged past and to expand public interest in archaeology; and provides that the Network shall work in cooperation with the State Historic Preservation Officer and the DIVISION through the cooperative memorandum of agreement; and

WHEREAS, Section 267.145(2), Florida Statutes, directs the Network to be administered through a public archaeology center at the UNIVERSITY, and that 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 Sections 267.031 and 267.145, Florida Statutes, and have successfully operated the Network since executing the Original MOA; now therefore,

FOR AND IN CONSIDERATION of the above premises and mutual benefits to be conferred upon the DIVISION and the UNIVERSITY, the MOA is superseded and replaced by the terms hereof, and the parties hereto mutually agree to the following terms and conditions.

#### I. MISSION STATEMENT AND GOALS

It shall continue to be 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 continue to 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 continue to 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 continue to 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 from time to time to guide the delivery of programming in these core work areas.

## II. DEFINITIONS

Board or FPAN Board of Directors – the eleven-member Board described in paragraph V(A) herein.

Board Policy – the policies approved by the Board from time to time to ensure compliance with this Agreement and applicable laws and regulations, to promote operational efficiencies, and to promote the mission and goals of FPAN and the DIVISION.

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.

Florida Public Archaeology Network – collectively, the Coordinating Center established at the UNIVERSITY, the Northwest Regional Center operated directly by the UNIVERSITY, and the Regional Centers established at Host Institutions.

Host Institution – a qualifying organization as defined by section 267.145(2), Florida Statutes, and as described in Section VI below, that is chosen to host a Regional Center and executes a contract with the UNIVERSITY in connection therewith.

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

Regional Center – one of the Regional Public Archaeology Centers that is established and operated at a Host Institution pursuant to contract with the UNIVERSITY or that is operated by the UNIVERSITY as herein provided.

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

State Archaeologist – the individual serving pursuant to Section 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.

## III. RESPONSIBILITIES OF THE UNIVERSITY

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

obligations of the UNIVERSITY hereunder are subject to availability of those funds, and the UNIVERSITY shall not be required to fund those obligations from other sources.

B. The UNIVERSITY has established and will maintain at its facilities the FPAN Coordinating Center and the Northwest Region Public Archaeology Center, including employment of all staff thereof. 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.

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

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

D. The UNIVERSITY will contract with Host Institutions to operate Regional Public Archaeology Centers. Selection of Host Institutions will be made by the FPAN staff pursuant to public process for recommendation to the Board. 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; and the potential for success in areas of site protection and conservation, as well as development or improvement of local strategies for resource protection. Contract administration will be in accordance with Board Policy and UNIVERSITY policies and procedures.

E. Host Institutions 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. Host Institutions will be expected to maintain an open and mutually beneficial partnership with the Coordinating Center and the Executive Director.

#### IV. RESPONSIBILITIES OF THE DIVISION

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

B. The State Archaeologist, or his/her designee, will assist with the selection of FPAN Directors at Host Institutions by participating as a full member of the search committee.

C. The State Archaeologist will review and provide comment on work plans submitted annually by Host Institutions.

D. The State Archaeologist will work with the Network Executive Director to develop an annual or multi-year work plan that defines assistance to be provided by FPAN towards DIVISION needs, and assistance that the DIVISION will provide towards FPAN needs.

## V. BOARD OF DIRECTORS

A. The UNIVERSITY has established a Board of Directors for the Network. The Board consists of directors and staff as follows:

- Three directors representing and appointed by the President of the UNIVERSITY who shall be faculty of the UWF Division of Anthropology and Archaeology. Terms of these appointments shall be for three years.
- One director representing and appointed by the Florida Anthropological Society (“FAS”). The term of this appointment shall be three years.
- One director representing and appointed by the Florida Archaeological Council (“FAC”). The term of this appointment shall be three years.
- The State Archaeologist will serve on the board *ex officio* and non-voting.
- The directors shall select an additional five members serving at-large as follows:
  - One member to represent the interested lay public
  - Two members who are Florida resident archaeologists who are not employed by the UNIVERSITY or on the boards of the FAS or FAC.
  - Two members who are archaeologists not residing in Florida who have expertise in public archaeology
  - The term of these appointments shall be three years and shall begin on July 1
- The Chair of the Board of Directors may appoint advisors to the Board.
- Terms of office of the members of the Board of Directors shall be staggered. A director shall not be eligible to serve more than two consecutive terms, except for those directors who are employees of the UNIVERSITY. A director who has served two terms consecutively may be reappointed or re-elected to the Board of Directors after the expiration of one year following the end of his or her last previous term and will have the status of a new member.
- A director may resign at any time by submitting a written resignation to the Chair. Any director may be removed from the Board at any time with or without cause by a vote of the majority of the full Board. Two consecutive unexcused absences from regular board meetings shall be grounds for removal.
- The officers of the Board shall be a Chair, a Vice Chair, and a Secretary.
- 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 Chair and Vice Chair shall be elected as necessary by the Board of Directors from the UWF directors at a regularly noticed meeting. The

Chair and Vice Chair shall serve terms of three years, each commencing immediately following their election or appointment. The Chair and Vice Chair may serve no more than two consecutive terms, but are eligible to serve additional non-consecutive terms

#### B. Meetings

The Board will meet at least twice a year. To the extent possible, one 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. Meetings may be held by telephone or other electronic means.

#### C. Duties

The Board will serve as the selection committee for the Network Executive Director and for Regional Center Host Institutions, will set policy regarding the Network, and will otherwise serve in an advisory capacity.

The Board will adopt policies from time to time as needed for the efficient operation of the Network, including but not limited to policies regarding criteria for selection of Host Institutions, operations of the Regional Centers, and responsibilities and operations of the Coordinating Center. The Network Executive Director will furnish to the DIVISION copies of any revisions to Network policies promptly following adoption by the Board.

### VI. RESPONSIBILITIES OF HOST INSTITUTIONS

A. The Host Institutions will be required in the written contract (the "Regional Center Contract") between the Host Institution and the UNIVERSITY to deliver a program that specifically addresses the mission and goals of the Florida Public Archaeology Network. Specific requirements for each Host Institution and the expectations for and obligations of each Regional Center will be set forth in the Regional Center Contract.

B. Regional Center Contract Requirements. Each Regional Center Contract will require, among other appropriate provisions, the following:

- Each Regional Center Contract shall address personnel requirements for the Regional Center. Goals for personnel requirements and selection are set forth in Board Policy.
- Each Regional Center Contract will require the Host Institution to produce an Annual Work Plan and Budget for the Regional Center. Requirements for the Annual Work Plans and Budgets are set forth in Board Policy.

Indirect costs charged by host institutions shall not exceed 5% of total direct costs.

- Each Regional Center Contract will specify the timing and requirements of expenditure and other reports to be produced by the professional staff of the Regional Center in accordance with Board Policy.
- Each Regional Center Contract will provide that the Host Institution is responsible for providing office facilities at no cost, including space for meetings and small conferences, as well as utilities and other overhead costs, for the Regional Center it will host.
- Each Regional Center Contract will require the Regional Center, in collaboration with the Host Institution, to prepare an Annual Work Plan and Budget utilizing a template provided by the Coordinating Center in accordance with Board Policy.
- Each Regional Center Contract will provide that the Network Executive Director and the Host Institution Technical Point of Contact (Principal Investigator) shall work together to resolve any performance issues.

## VII. MODIFICATION AND CANCELLATION

### A. Modification

This Agreement may be modified by agreement of the signatories. All modifications must be set out in writing and executed 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 that sets out the grounds for termination. The terminating party shall give the other party a reasonable opportunity to cure. 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 attempt in good faith to resolve their differences. The Board shall be involved in attempts to resolve disputes between the two parties.

## VIII. 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.



## IX. LIABILITY

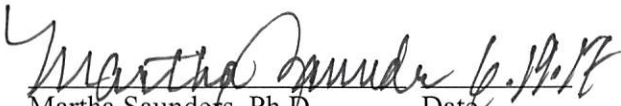
Neither the DIVISION nor the UNIVERSITY waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement. The DIVISION will not assume any liability for acts, omission to act or negligence of the UNIVERSITY. The UNIVERSITY will not assume any liability for acts, omission to act or negligence of the DIVISION.

## X. TERM


This Agreement shall be effective for five years from the date of execution. All actions taken and contracts executed by the UNIVERSITY and the DIVISION that otherwise would have been pursuant to the MOA had it been timely renewed are hereby ratified and accepted by the UNIVERSITY and the DIVISION as if those actions and contracts had been entered into pursuant to the terms of this Agreement. 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, upon written agreement of the UNIVERSITY and the DIVISION.


XI. AUTHORIZING SIGNATURES

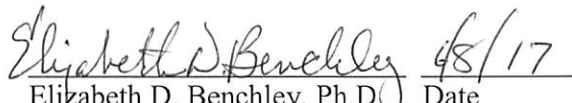
IN WITNESS HEREOF, the parties hereto executed this Memorandum of Agreement for Florida Public Archaeology Network as of the latest date of signature set forth below.

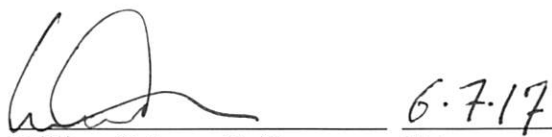
  
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Martha Saunders, Ph.D.      Date  
President  
University of West Florida

  
\_\_\_\_\_  
Ken Detzner      4/1/17  
Secretary of State  
Florida Department of State

  
\_\_\_\_\_  
Steven Brown, Ph.D.      4/13/17  
Date  
Dean  
College of Arts, Social Sciences and Humanities  
University of West Florida

  
\_\_\_\_\_  
Timothy Parsons, Ph.D.      4/1/17  
Date  
Director  
Division of Historical Resources  
Florida Department of State

  
\_\_\_\_\_  
Elizabeth D. Benchley, Ph.D.      4/8/17  
Date  
Director  
Division of Anthropology and Archaeology  
College of Arts, Social Sciences and Humanities  
University of West Florida

  
\_\_\_\_\_  
William B. Lees, Ph.D.      6.7.17  
Date  
Executive Director and Executive Officer and Secretary of the Board  
Florida Public Archaeology Network  
College of Arts, Social Sciences and Humanities  
University of West Florida

**APPROVED AS TO  
FORM AND LEGALITY**  
  
\_\_\_\_\_  
**OFFICE OF THE GENERAL COUNSEL**