

**MEMORANDUM OF AGREEMENT**

**Between**

**FLORIDA DIVISION OF HISTORICAL RESOURCES**

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

**For**

**Florida Public Archaeology Network**

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 July 1, 2010 (the “2010 MOA”) and June 19, 2017 (the “2017 MOA”) (the Original MOA, as amended by the 2006 Amendment and the 2010 and 2017 MOA are herein collectively referred to as the “MOA”); and

WHEREAS, the DIVISION and the UNIVERSITY wish to further amend and renew the MOA; and

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;

WHEREAS the DIVISION and the UNIVERSITY are independent agencies with a special statutory relationship of mutual assistance in the protection of Florida's archaeological heritage, 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

It shall continue to be the mission of the FPAN 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 UNIVERSITY has established the FPAN Board of Directors ("Board"), the composition and duties of which are set forth in FPAN's bylaws and approved by the Dean of the UNIVERSITY's College of Arts, Social Sciences, and Humanities ("Dean"). Any change to the Board's duties or composition in the bylaws must be approved by both the Dean and the Board.

## II. NATURE OF COLLABORATION

A. FPAN is a University of West Florida Center funded by the UNIVERSITY and housed within the College of Arts, Social Sciences, and Humanities. The UNIVERSITY has established an advisory Board of Directors that may create policies regarding the operation of the Network.

B. The UNIVERSITY employs a professional archaeologist as Executive Director to administer FPAN, coordinate with the Regional Centers, and serve as Executive Officer and Secretary of the Board of Directors.

C. The DIVISION Director, or his or her designee who shall serve at the pleasure of the DIVISION Director, shall be a liaison to FPAN and serve on the FPAN Board as an *ex officio* non-voting member. The FPAN Executive Director and the DIVISION's FPAN liaison shall meet not less than 2 times per year and as often as needs arise to review ongoing programming of mutual interest and potential new joint ventures and to create a work plan for areas of mutual assistance in implementing the requirements of Section 267.145, Florida Statutes, and this MOA.

D. Reflecting the special statutory relationship of mutual assistance between the DIVISION and the UNIVERSITY, the FPAN Board of Directors may establish specific goals and objectives from time to time to guide the delivery of programming in core work areas. These goals and objectives may be implemented in part through a collaborative work plan created between FPAN and the DIVISION pursuant to paragraph II.C. herein.

E. The UNIVERSITY and the DIVISION may enter into Memoranda of Understanding as mutually beneficial to direct the operation of joint programs to address FPAN's commitment to assist the DIVISION in fulfilling its archaeological responsibilities.

### III. MODIFICATION AND CANCELLATION

#### A. Modification

This Agreement may be modified by agreement of the parties. 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.

### IV. 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.

### V. 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.

### VI. TERM

This Agreement is entered into as of the date of last signature below and shall remain in effect for a term of three years, renewing automatically for annual terms thereafter until modified or terminated under Section III. The Board of Directors shall review this Agreement on an annual basis.

VII. 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.

DocuSigned by:  
Martha Saunders 06/28/2024  
D54A387C376848D...  
Martha Saunders, Ph.D. Date  
President  
University of West Florida

Jennifer Kennedy 7/1/24  
Date  
Secretary of State for Cord Byrd  
Florida Department of State

DocuSigned by:  
David Earle 06/28/2024  
9/28/2020  
David Earle Date  
College of Arts, Social Sciences and Humanities  
University of West Florida

Alissa Lotane 7/1/24  
Date  
Alissa Lotane,  
Director  
Division of Historical Resources  
Florida Department of State

DocuSigned by:  
Mary Minkoff 06/28/2024  
Mary Minkoff 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

DocuSigned by:  
Approved as to Form and legal Sufficiency UWF OGL UE  
E5C7FC33D6C8416...

Jon Morris 7/1/2024  
Deputy General Counsel

Approved as to form and legal sufficiency.  
Florida Department of State  
Office of General Counsel