

RESOLUTION 2007-284

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF HISTORIC PRESERVATION GRANT AWARD AGREEMENT (# S0829) BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AND THE STATE OF FLORIDA, DIVISION OF HISTORICAL RESOURCES, AND AUTHORIZING THE CHAIRPERSON OF THE ST. JOHNS BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY, SO THAT COUNTY MIGHT RECEIVE HISTORIC PRESERVATION GRANT FUNDS FOR THE WEST AUGUSTINE HISTORIC DISTRICT ASSESSMENT PROJECT

WHEREAS, St Johns County believes it is in the public interest to provide a narrative history of the development of West Augustine,

WHEREAS, the results will be integrated into the five year plan of the West Augustine Redevelopment Initiative,

WHEREAS, the St. Johns Board of County Commissioners is eligible to receive \$22,752 of these Historic Preservation Grant funds; and

WHEREAS, a Historic Preservation Grant Award Agreement is required as a basis for receiving the stated funds; and

WHEREAS, the St. County Board of County Commissioners will make available funds to match the State of Florida, Division of Historical Resources on a 50/50 basis for this grant.

NOW, THEREFORE, BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

1. The above recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.
2. The Board of County Commissioners hereby approves the terms, and conditions of the Historical Preservation Grant Award Agreement between the Board of County Commissioners of St. Johns County, Florida, and the State of Florida, Division of Historical Resources, and authorizes the Chairperson of the Board of County Commissioners to execute the Grant Agreement on behalf of the County, so that the County might receive Historic Preservation Grant funds for West Augustine Historic District assessment.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 18th day of September 2007.

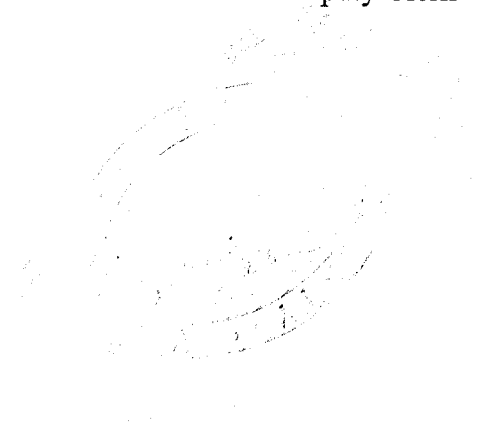
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY FLORIDA

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterm
Deputy Clerk

RENDITION DATE 10/4/07



**Historic Preservation Grant Award Agreement
Survey Planning Grants (Matching)
Grant No. S0829**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and St. Johns County, FL, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the **West Augustine District Assessment Project**, hereinafter referred to as the Project.

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of *Section 267.0617, Florida Statutes*. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Pursuant to Line Item Number **3182**, contained in the **2007 – 2008 General Appropriations Act, Ch. 2007-25, Laws of Florida**, the Department enters into this Agreement with the Grantee under grant number S0829, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **twenty two thousand seven hundred fifty-two dollars (\$22,752.00)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

- I. The Project shall include the following Approved Scope of Work:
 - A. **Conduct a Historic Properties Survey of five distinct areas within the West Augustine community for prospective NRHD nominations. A detailed analysis of these areas will be used to determine potential eligibility for designations as Historic Districts. Florida Master Site File Forms will be completed on all newly surveyed historic structures and updated on previously recorded sites. A Survey Log Sheet and Final Survey Report, meeting the requirements of Chapter 1A-46.001 FAC, will be produced. Funds will be used to hire a professional consultant to conduct the survey and for operating expenses.**
 - B. **Progress and Expenditure Reports will be submitted to the Department on a quarterly basis and all proposals and contracts for consultant services shall be submitted by the Grantee to the Department for review and approval, prior to the execution of the contract, as specified in Attachment A of the Grant Award Agreement.**
 - C. **A draft of the Survey Report, draft of the website PDF publication and five sample Florida Master Site File Forms, including photos and maps, per Attachment D of the Grant Award Agreement, will be submitted to the Department no later than April 30, 2008 for review and approval.**
 - D. **Two copies of the Final Survey Report, one disc copy and one hard copy of the PDF publication, the Survey Log Sheet and one copy of each Florida Master Site File Form, with accompanying photos and maps, will be submitted to the Department at the end of the grant period, no later than June 30, 2008, as final products.**

Any grant product deadlines indicated in this section (excluding quarterly Project Progress & Expenditure report deadlines) must be incorporated into the applicable contract for goods and services.

- II. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING SMALL MATCHING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment A hereto; *Chapter 1A-35, Florida Administrative Code*; and the following specific conditions:

- A. This grant becomes effective on **July 1, 2007** and ends on **June 30, 2008**. This agreement must be signed by the grantee and received in Department offices by **October 1, 2007** to avoid forfeiture of award. Project initiation as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I. above, shall occur by **November 1, 2007**. All grant funds and match shall be expended and all project work shall be completed by **June 30, 2008**.
- B. The Grantee agrees to submit the Final Products and the "Final Project Progress & Expenditure Report" incorporated herein by reference and available online at <http://www.flheritage.com/grants/info/reports/>, as specified in Attachment A, Part II, subparagraph B.2., by **July 31, 2008**. No costs incurred prior to July 1, 2007 are eligible for payment from grant funds. No costs incurred after June 30, 2008 are eligible for payment. **No extension of the grant period will be allowed.**
- C. The Department 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 Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
- D. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
- E. The Grantee shall designate a Project Manager to serve as liaison with the Department for all administrative requirements set forth in this Agreement. The designated Project Manager for the Project is:
- Name: _____ Title: _____
- Mailing Address: _____
- City: _____ Zip Code: _____
- Daytime Telephone: _____ FAX: _____
- e-mail: _____
- F. The Grantee shall submit a Project Schedule to the Department by November 1, 2007. The Project Schedule shall include at a minimum (as applicable) the following estimated milestone dates for the project: date of architect selection, date of execution for architectural and engineering services agreement, date of completion of construction documents, bid date, contractor selection date, date of notice to proceed for construction, and date of substantial completion. It shall be the responsibility of the Grantee to provide Department grants staff with timely update of the Project Schedule if adjustment becomes necessary.
- G. The Grantee shall be solely 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, as specified in Attachment A, Part II, subparagraph A.3.g. (3); 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.

- H. For Acquisition and Development projects, the Grantee shall submit complete bid documents, including plans and specifications, to the Department for review and approval prior to the execution of any contract for construction work.
- I. For Survey and Planning and Community Education projects, the Grantee shall submit complete bid documents, including specifications, to the Department for review and approval prior to the execution of any contracts.
- J. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
- K. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.
- L. The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of *Chapter 119, Florida Statutes*, and made or received by the Grantee in conjunction with this Agreement.
- M. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with *Section 112.061, Florida Statutes*.
- N. The Grantee recognizes that the State of Florida, pursuant to *Section 212.08(6), Florida Statutes*, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.
- O. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.
- P. All project work must be in compliance with the **Secretary of the Interior's Standards for ARCHEOLOGY and HISTORIC PRESERVATION: Historical Documentation, Identification, and Evaluation**, available online at <http://www.nps.gov/history/standards.htm>
- Q. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, disability, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
- R. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

- S. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.
- T. The products of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.

III. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures equal or exceed the amount of donated values, up to a maximum payment of **twenty two thousand seven hundred fifty-two dollars (\$22,752.00)**. If the donated values exceed the amount of cash expenditures, the Department shall only pay the Grantee for 100% of actual cash expenditures up to a maximum payment of **twenty two thousand seven hundred fifty-two dollars (\$22,752.00)**.

- A. Grantees may elect for disbursement of grant funds on one of two schedules as described in 1. and 2. below. This election must be made upon execution of this agreement and, once made, may not be changed during the course of the Project. **Requests for payment must be made in writing by the Grantee consistent with the performance measures indicated below and must specify the amount of funding being requested.**

The Grantee must check the box below to indicate the disbursement schedule elected for the Project:

- Advance Disbursement Reimbursement

- 1. **Advance Disbursement** – Grant funds are paid in four installments of 30%, 30%, 30% and 10%, respectively. The Grantee shall invest any advanced grant funds in an interest bearing checking account, and interest earned on such investments shall be returned to the Department in a single payment to be included with the Final Project Progress and Expenditure Report.
 - (a) Installment 1 (30% of grant award amount) may be requested by the Grantee upon receipt by the Department of the following performance measures: (a) two original signed copies of this Agreement and signed Attachment A, (b) one original signed copy of the Preservation Agreement incorporated herein by reference and available online at <http://www.flheritage.com/grants/info/reports/> (if applicable), (c) a copy of the required Project Schedule, and (d) a copy of the Request for Qualifications (RFQ) or Request for Proposals (RFP) required for project initiation, as applicable. No grant funding will be released prior to Department receipt of these performance measures.
 - (b) Installment 2 (30% of the grant award amount) may be requested by the Grantee upon Division approval and Grantee execution of a binding contract for all or part of the Approved Scope of Work described in Section 1 above. Installment 2 grant funding will not be released prior to Department receipt of a copy of the executed binding contract for all or part of the Approved Scope of Work.
 - (c) Installment 3 (30% of the grant award amount) may be requested by the Grantee upon Division receipt of documentation confirming encumbrance by binding contract(s) of or expenditure of 50% of the grant funding. Installment 3 grant funding will not be released prior to Department receipt of the specified expenditure documentation, which must conform to the requirements of the quarterly Project Progress and Expenditure Report form.

- (d) The Final Installment (10% of the grant award amount) is a retainage amount, which may be requested by the Grantee upon completion of the Project and will be released by the Department only after receipt and approval of (a) any final Project products required in the Approved Scope of Work and (b) the Final Project Progress and Expenditure Report. The Final Project Progress and Expenditure Report must clearly document Grantee expenditure of the full amount of the grant award and the full match amount.
 - 2. **Reimbursement** – The Grantee may request reimbursement of expenditures as documented in each required quarterly Project Progress and Expenditure Report. All such requests must document expenditure of match resources in substantially equal portion to grant funds expended for the reporting period. More frequent Project Progress and Expenditure Reports may be submitted if a shorter reimbursement schedule is necessitated by rapid Project progress and/or a higher rate of expenditure.
 - 3. The disbursement schedules in both 1. and 2. above shall be subject to any special conditions required by the Office of the Chief Financial Officer of the State of Florida. **The Department reserves the right to withhold payment if the Grantee fails to provide semi-annual Project Progress and Expenditure Reports or is otherwise found to be in violation of any term(s) of this Agreement or other Agreements with the Department.**
 - 4. The Department shall evaluate all payment requests based on the status of project work and compliance with the reporting and procurement requirements of this Agreement. Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and approval of the grant assisted work by the Department. The total of grant funds transferred to the grantee following final Project completion, including all funds previously transferred in incremental payments, shall not exceed the amount of the grantee's actual cash expenditures in payment of allowable project costs.
- IV. Each grantee, other than a grantee which is a State agency, shall submit to an audit pursuant to *Section 215.97, Florida Statutes*.
- A. All audits as described above shall be submitted within six months of the close of the Grantee's fiscal year, or within six months of the ending of the Grant Period. All audits or attestations must cover each of the Grantee's fiscal years for which grant funds were received or expended under this Agreement.
 - B. Grantees shall sign and return to the Department one original copy of Attachment B to this Agreement, which refers to the responsibility of the Grantee under the Florida Single Audit Act.
 - C. The Grantee shall complete a *Florida Single Audit Act Certification* which shall be provided by the Department before January 31 of each calendar year. This form shall be returned by February 28 of the same year. The Grantee shall complete this form for each Grantee fiscal year in which grant funds were expended.
- V. The Grantee shall submit all contracts for professional services (architecture, engineering or consultant services) to the Department for review and approval prior to final execution by the Grantee. In addition to the review submissions indicated in III.A. above, the Grantee shall also submit (a) complete architectural documents (plans and specifications), as may be applicable, (b) copies of all contracts for the procurement of goods and services relating to the project work, and (c) copies of all proposed change orders or amendments to said contracts to the Department for review and approval prior to final execution

Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

- A. The *Special Conditions of Contract* included in Attachment C hereto shall be included in all contracts for goods and services associated with this Project. These provisions require that consultants, design professionals and contractors comply with federal Equal Employment Opportunity legislation, and that all contracts for goods and services include provisions for retention and Department access to Project-related records, specification of Project duration, and contract termination in accordance with this Agreement. These Special Conditions of Contract may be attached and made part of each agreement for architectural, engineering, consultant or construction services. Alternatively, the provisions in Attachment C may be incorporated into the body of each such agreement.
- B. Pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall provide the Department an opportunity to review and approve architectural documents for the Project at the following points in their development:
1. Upon completion of **schematic design**;
 2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **working drawings and specifications**, prior to execution of the construction contract.
- VI. For all grant-assisted projects, except as exempted below, execution of the Preservation Agreement referenced in III.A.1(a) above is required. By executing the Preservation Agreement, the Grantee agrees to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of **five years** from the date of execution. **No grant funds will be released prior to Department receipt of one original signed and notarized copy of the completed Preservation Agreement.** Exceptions to this requirement are properties owned by the State of Florida or the Federal Government, museum exhibits and archaeological sites.
- VII. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- VIII. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- IX. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default 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.
- X. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

- XI. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with *Chapter 1A-35, Florida Administrative Code*. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to *Section 20.06, Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.
- XII. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.
- XIII. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:
- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually 30 calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
 2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
 3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within 30 calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.

1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have 15 calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.
2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

XIV. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **St. Johns County, FL, 4020 Lewis Speedway, St. Augustine, FL 32085-8349**, for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.

XV. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.

XVI. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

DEPARTMENT OF STATE

FREDERICK P. GASKE
Director, Division of Historical Resources

Date

ST. JOHNS COUNTY, FL

Signature of Authorized Official

Typed Name of Authorized Official

Typed Title of Authorized Official

Date