

RESOLUTION NO. 2005-230

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A FLORIDA DIVISION OF HISTORICAL RESOURCES (DHR) GRANT FOR RENOVATION AND IMPROVEMENTS TO THE ALPINE GROVES PARK ORANGE PACKING BARN AND FARMHOUSE, AND AUTHORIZING THE COUNTY ADMINISTRATOR, AND THE COUNTY ATTORNEY TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, the St. Johns County Department of Recreation and Parks applied for and received a 2004 Florida Division of Historical Resources (DHR) Grant for renovation and improvements to Alpine Groves Park Orange Packing Barn and Farmhouse, which is located in St. Johns County, Florida; and

WHEREAS, the improvements to the Alpine Groves Park Orange Packing Barn and Farmhouse will include the following:

a. Stabilization of the foundation; b. Renewal of exterior siding and roofing using the maximum amount of original fabric; and c. Addressing of contemporary code issues;

WHEREAS, the amount of the re-imbursable DHR Grant is two hundred thousand dollars (\$200,000.00); and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

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

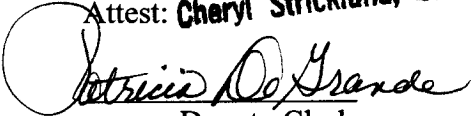
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Florida Division of Historic Resources (DHR) Grant for renovation and improvements to the Alpine Groves Park Orange Packing Barn and Farmhouse, and authorizing the County Administrator, and County Attorney (or designee) to execute the Agreement on behalf of the County.

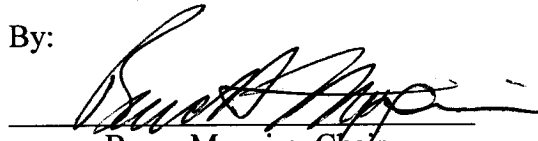
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
Florida, this 23rd day of Aug, 2005.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk


Deputy Clerk

By:


Bruce Maguire, Chair





FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State
DIVISION OF HISTORICAL RESOURCES

July 1, 2005

Ms. Shorty Robbins
St. Johns County Board of County Commissioners
901 Pope Road
St. Augustine, Florida 32080

RE: *Alpine Groves* Project - Grant No. SC601

Dear Ms. Robbins:

The following items relating to the above referenced project are forwarded for your immediate action and future reference. For all future correspondence please refer to the grant number stated above. Also, for auditing purposes, the Department of State FEID number is 59-60001874. Our CSFA number is 45.032.

1. **Grant Award Agreement (GAA) (2 copies) and Addendum (1 copy)** Please review the Grant Award Agreement and Addendum carefully to avoid any misunderstandings of the limitations, conditions and requirements of the grant. Then:
 - a. Have both copies of the Grant Award Agreement and Addendum signed by the person duly authorized to act for the grantee organization;
 - b. Return both original copies of the Grant Award Agreement and Addendum to this office for final execution. We will date both copies and return one fully executed copy of the Grant Award Agreement to you for retention in your project files.
2. **Requests for Payment (4 copies)** Please have the authorized person sign **all** of the Requests for Payment and return all of them with the partially executed Grant Award Agreement and Addendum.
3. **Restrictive Covenants (1 copy)** Please complete the Restrictive Covenants form and have it recorded by the Clerk of the Circuit Court in the County indicated. Please be sure to attach a copy of the property's legal description as **Exhibit A**. A complete copy of the fully executed Restrictive Covenants, clearly showing that it has been recorded by the Clerk of the Circuit Court in the appropriate county, **must** be returned to our office. We will be unable to request your first installment of grant funds until we have received a fully executed and duly recorded copy of this instrument.

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
(850) 245-6300 • FAX: 245-6435

Archaeological Research
(850) 245-6444 • FAX: 245-6436

Historic Preservation
(850) 245-6333 • FAX: 245-6437

Historical Museums
(850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
(561) 279-1475 • FAX: 279-1476

St. Augustine Regional Office
(904) 825-5045 • FAX: 825-5044

Tampa Regional Office
(813) 272-3843 • FAX: 272-2340

4. **Project Progress and Expenditure Report** A copy of the reporting form is enclosed. Please make additional copies for your use during the Grant Period. This report is to be submitted every six months of the Grant Period. Failure to submit a report by the stated deadline will result in our reporting the grant project as being in non-compliance with the grant reporting requirements to the Department's Bureau of Planning, Budget and Financial Services. Payment of grant funds will be suspended until the reporting requirements have been satisfied. **Report period ending dates are as follows:**

PERIOD:	FIRST	SECOND	THIRD	FOURTH & FINAL
BEGIN DATE	Date of Fully Executed GAA	1/1/06	7/1/06	1/1/07
END DATE	12/31/05	6/30/06	12/31/06	6/30/07
DUE DATE	1/31/06	7/31/06	1/31/07	7/31/07

Please note that all Agreements end on **June 30, 2007**. Projects that have encumbered grant funds are to continue submitting reports and interest payments on the schedule shown above until all of the funds are expended and the Final Report is submitted. Final Reports are to be submitted within 30 days of the final expenditure of grant funds.

5. **Interest Earned on Advanced Grant Funds** Grant funds that have been advanced to your organization must be deposited into a separate, dedicated interest bearing account. The interest earned on the advanced funds must be remitted to the Department of State quarterly. Please make checks or money orders remitting the interest earned payable to **Florida Department of State**. Interest payments are due within 30 days of the quarterly dates of **September 30th - December 31st - March 31st and June 30th** respectively.
6. **Schedule for payment of Grant Funds** Upon execution of the Grant Award Agreement and Restrictive Covenants, you may request the first "advance" payment. The next check will then be requested upon receipt and approval of the first, second, and third Progress and Expenditure Reports. The final payment will then be authorized upon submission of the final product and the Final Progress and Expenditure Report, or by providing documentation of the expenditure of grant funds and local cost share.

If you have any questions or if I can be of further assistance, please do not hesitate to contact me by telephone at (850) 245-6333, SunCom 205-6333, or toll free at 1-800-847-PAST, by fax at 850-245-6437, or by e-mail at amslade@dos.state.fl.us. Thank you for your time.

Sincerely,



Alissa M. Slade
Historic Preservation Grants Specialist
Bureau of Historic Preservation

Enclosures



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
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Sincerely,



Alissa M. Slade
Historic Preservation Grants Specialist
Bureau of Historic Preservation

Enclosures

Return Completed Report to:

Grants and Education Section
Bureau of Historic Preservation
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32399-0250

Your Grants Manager is: Alissa M. Slade, Historic Preservation Grants Specialist
(850) 245-6333 or Toll Free at (800) 847-PAST
FAX: (850) 245-6437 EMAIL: amslade@dos.state.fl.us

PROJECT PROGRESS & EXPENDITURE REPORT

REPORT FOR THE 1st 2nd 3rd Final PROJECT PERIOD
(PLEASE CIRCLE ONE)

Grant Number: SC601

Grantee Name: St. Johns County Board of County Commissioners

Project Title: Alpine Groves

Project Type: Special Category Grant

Grant Award Amount: \$200,000.00

Grant Award Agreement Beginning Date _____

Date of Initiation of Project Work _____

Scheduled Project Completion Date _____

Project Contact Information is shown below. Please correct or update as needed.

Project Contact: Ms. Shorty Robbins

Address: 901 Pope Road
 St. Augustine, FL 32080

Daytime Phone Number: (904) 471-6616

FAX Number: (904) 471-6760

Special Category Expenditure Report Instructions Documentation Procedures

Cover Page

The report cover page provides important information for the grantee and the Department grants managers. The first portion of the page provides the address to which the report should be sent, phone number and fax number for the Bureau of Historic Preservation. In the area below this information, we have asked you to indicate what reporting period your organization is submitting the report for. Next is information on your project: the grant number, grantee name, project title and amount of the grant. The last item on this page lists the name of the project contact, the grantee's official address, daytime phone number, fax number, and e-mail address.

Progress Report

Project Status

Please indicate the project work that was undertaken during the reporting period. Check the items that are applicable.

Description of Project Work

In this section the grantee should provide a brief description of the project related work. Where applicable, photographs of the grant assisted work should be attached.

Project Related Documents

In this section the grantee should describe any project documents that were transmitted to the Department during the reporting period. Construction drawings, project specifications, museum exhibit plans, documentation of bidding or selection processes, draft contracts for consultant or contractor services or archaeological research designs are examples of the kinds of documents that may be sent to the grants manager for review and comment during a reporting period.

Project Work Accomplished (Final Report Only)

This area of the report is used to describe what project work was actually accomplished with the grant funds. Grantees should also attach photographs of the completed work with "before and after" views of the project where possible. This section should only be used for the Final Report.

Expenditure Report

Please note that detailed backup documentation for all grant fund expenditures should accompany all expenditure reports. Also, please note that grant related financial records must be retained for five years after the end of the grant period or until the completion of any audit or litigation initiated before the end of the five year period.

Review

A. Enter the total **Grant Funds** expended **this** Reporting Period.

B. Enter the **Local Cost Share** (the amount of Local Cost Share expended during this Reporting Period).

If your organization has expended or incurred local cost share prior to the beginning of the Grant period, please document this local cost share amount in the Progress and Expenditure Report during the project's first reporting period.

Grant Summary

- A. Enter the **Total** grant funds you have expended to date (total of **all** the grant funds you have spent throughout the grant period).
- B. Enter the **Total Local Cost Share** expended to date (total of **all** the Local Cost Share you have spent prior to and throughout the grant period).
- C. Enter the **Total Amount you have expended to date (total of the previous two lines)**.

Interest

- A. Enter the total amount of interest earned on advanced payment funds this **reporting period**. Please note that interest earned on advanced grant funds must be remitted on a **QUARTERLY** basis. Please make all interest checks payable to **The Florida Department of State. Please note that the interest earned on advanced funds cannot be claimed as Grant Funds Expenditure.**
- B. Enter the rate at which the advanced payment funds earned interest.

Please attach copies of bank statements or other documentation to verify the expenditure of grant funds and the interest earned on advanced grant funds.

Certification

To be signed and dated by the authorized person.

Grant Funds Expenditures

- A. List the information in the proper columns. The purpose of each expenditure must be stated clearly and in sufficient detail for the Division to determine if the expenditure is allowable.
- B. Additional Documentation
 1. Please attach a copy of the bank statements or cancelled checks to show that the claimed check numbers have been paid.
 2. Please attach invoices marked paid for those items that were paid for in cash.
 3. Please attach itemized invoices for construction services when available to document that the expenditures were within the project scope of work.

Local Cost Share

- A. List the **Local Cost Share** expended or incurred in this Reporting Period. Any Local Cost Share expended or incurred prior to the beginning of the Grant Period should be claimed in your **First Six Month Progress and Expenditure Report**.

Donated Values

A. Donated Materials and Transportation

1. Donated materials must be directly related to the Project Work or restoration/rehabilitation of the project.
2. Mileage must be calculated at \$.29 / mile. Destination, purpose of travel, and number of miles driven must be listed.

B. Donated Services

Hourly rates shall be **State of Florida minimum wage (\$6.15 per hour)**, unless the work performed is that in which the person providing the service is otherwise usually employed or possesses professional skills and/or training and experience in a field of professional expertise, in which case the rate shall be that normally paid for such services. Please include the **total hours worked**.

If the hourly rate listed is above minimum wage, attach a signed statement from the person providing the service listing his/her qualifications to justify the higher donated value rate.

Progress Report

1. PROJECT STATUS

Please Indicate Below the Project Work that was undertaken during this reporting period:

<input type="checkbox"/> Project Planning or Research	<input type="checkbox"/> Advertising for or Selection of Professional Services (architects, consultants, etc.)	<input type="checkbox"/> Advertising for or Selection of Contractors for Construction Services	<input type="checkbox"/> Museum Exhibit Fabrication	<input type="checkbox"/> Archaeological Field Work
<input type="checkbox"/> Project Construction Work	<input type="checkbox"/> Other project related activities	<input type="checkbox"/> No project related work undertaken or accomplished this period		

2. DESCRIPTION OF PROJECT WORK

Please describe in space provided below the project related work initiated or accomplished *during this reporting period*. Please attach photographs documenting the work accomplished where such documentation is applicable.

3. PROJECT RELATED DOCUMENTS

Please list below any additional documents that have been sent to the Department during this reporting period. Please note that the Division staff must review and approve all construction drawings, project specifications, museum exhibit plans, draft contracts for consultant or construction services or archaeological research designs. Documents to be reviewed should be sent to the attention of your grants manager.

4. PROJECT WORK ACCOMPLISHED (*FINAL REPORT ONLY*)

Briefly describe the project work actually accomplished and indicate any variations from that originally planned. Please attach photographs of the finished work where such documentation is applicable. Photographs showing the “before and after” perspectives of the project work are requested.

Expenditure Report

1. Review

- A. Grant funds expended this Period \$ _____
- B. Local Cost Share claimed in this report \$ _____
- C. Total expenditures claimed in this report \$ _____

2. Grant Summary

- A. Total grant funds expended to date \$ _____
- B. Total Local Cost Share expended to date \$ _____
- C. Total expenditures to date \$ _____

3. Interest

- A. Interest earned on advanced payment funds this Reporting Period \$ _____
(Interest earned must be remitted **Quarterly**. Please make interest checks payable to the **Florida Department of State**)
- B. Rate at which interest was earned _____ %

4. Please attach copies of bank statement or other documentation to verify the expenditure of grant funds and the interest earned on advanced grant funds

5. Certification:

I certify that to the best of my knowledge the information reported herein is correct, that all goods and services invoiced have been received, and that all outlays were made in accordance with grant conditions.

Signature of Authorized Person

Date

6. Grant Funds Expenditures *(DO NOT CLAIM OR LIST INTEREST EARNED ON ADVANCED FUNDS)*

VENDOR NAME	PURPOSE OF EXPENDITURE*	CHECK NUMBER & DATE	AMOUNT CLAIMED
TOTAL GRANT FUNDS EXPENDED THIS PERIOD			

Attach additional pages for Grant Funds Expenditures as necessary.

***The purpose of each expenditure must be stated clearly and in sufficient detail for the Division to determine if the expenditure is allowable under the grant Scope of Work as stated in Section 1 of the Grant Award Agreement. Attach copies of invoices marked paid, bank statements and/or cancelled checks for all grant fund expenditures.**

7. Local Cost Share

DESCRIPTION OF LOCAL COST SHARE ITEM or DONATED SERVICE	DATE LOCAL COST SHARE WAS EXPENDED OR INCURRED	AMOUNT CLAIMED
TOTAL LOCAL COST SHARE CLAIMED THIS PERIOD		

Attach additional pages for Local Cost Share documentation as necessary.

***All Donated Services, Materials and Transportation should be documented in detail. If the hourly rate listed is more than minimum wage (\$6.15), please attach a signed statement from the person providing the service listing his/her qualifications to justify the higher donated value rate. Please see the report instructions for further information.**

Historic Preservation Grant Award Agreement
Special Category Grants
Grant No. SC601

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **St. Johns County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the **Alpine Groves**, hereinafter referred to as the Project, and is entered into this ____ day of _____, 20__.

The Department is responsible for the administration of grant-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. Subject to the limitations set forth in this Agreement, and pursuant to Line Item Number 2949A contained in the 2005-2006 General Appropriations Act, Ch. 2005-70, Laws of Florida, grant-in-aid funds in the amount of **\$200,000.00 (two hundred thousand dollars)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

1. Scope of Work

The Project shall include the following authorized project work:

Restoration and stabilization of citrus packing house, two-story frame vernacular farmhouse and associated outbuildings for future use as a living history museum to include:

- a. **Selective demolition;**
- b. **Stabilization of the farmhouse;**
- c. **Shoring and bracing;**
- d. **Restoration of the structure, framing, roof, floors windows, doors, and hardware;**
- e. **Identification and cataloging of artifacts; and**
- f. **Related architectural and engineering services.**

2. Grant Period

The grant period is effective on the date of the final signing of the Grant Award Agreement by all parties and ends on **June 30, 2007**. All grant funds must be expended or be encumbered under the terms of a binding contractual agreement by the Agreement ending date.

3. Disbursement of Funds

- a. Grant funds may be paid in four installments. Grantees shall submit the four signed Requests for Advanced Payment forms with this signed Grant Award Agreement to initiate the grant. The first installment may be requested by the Grantee upon full execution of the Grant Award Agreement, and for those projects requiring Restrictive Covenants, submission of a complete copy of the Restrictive Covenants showing that it has been recorded by the appropriate Clerk of the Circuit Court. The second payment may be requested after the beginning of the second state fiscal quarter. The third payment may be requested after the beginning of the third state fiscal quarter and receipt of the project progress and expenditure report for the Project's first reporting period. The final payment of grant funds may be requested when the Grantee demonstrates that the funds have been encumbered under the terms of binding contractual agreement or agreements, review and approval of project plans and specifications by the Department, and confirmation of the Grantee's local cost share. However, this payment schedule shall be subject to the timely filing of required reports and to any special conditions required by the Office of the Comptroller of the State of Florida.
- b. The Grantee shall temporarily invest surplus grant funds in an interest bearing account, and interest earned on such investments shall be returned to the Department quarterly.

4. Accounting Requirements

The Grantee shall maintain an accounting system which provides for a complete record of the use of all grant funds. This accounting system shall provide for:

- a. Accurate, current, and complete disclosure of the status of all grant funds.
- b. Records that identify adequately the application of funds for all activities related to the grant. In the absence of a proper accounting system with amounts detailing the application of funds, a separate checking account, containing only grant funds or specifically designated for grant funds, may be used.
- c. Effective control over and accountability for all funds, property, and other assets.
- d. Accounting records that are supported by source documentation (i.e., invoices, bills, cancelled checks) and are sufficiently detailed to allow for a proper preaudit and postaudit.

5. Retention of Accounting Records

- a. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five years after the end of the grant period. If any litigation or audit is initiated, or claim made, before the expiration of the five year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- b. The Grantee shall make all grant records of expenditures, copies of reports, books, and related documentation including electronic storage media available to the Department or a duly authorized representative of the State of Florida for inspection at a reasonable time for the purpose of conducting audits, examinations, excerpts and transcripts.

6. Expenditures

- a. All expenditures must be directly related to the purpose of this grant and must be easily identified as such.
- b. Project costs may not include any expenditure or cost not directly related to the purpose of this grant as set forth in the scope of work.
- c. No expenditures shall be made from these grant funds for any costs incurred prior to the date of this Agreement unless authorized by the Department in writing prior to the expenditure.
- d. These grant funds will not be used for lobbying the Legislature, the judicial branch or any state agency.
- e. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the Grant.
- f. The Grantee shall not charge the Department for any travel expense without the Department's prior written approval. Upon obtaining written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with the provisions of Section 112.061, Florida Statutes.

7. Restrictive Covenants

With the exception of those properties owned by the State of Florida or the United States Federal Government, as a condition for receiving grant funds, the Grantee shall have fully executed and duly recorded in the county in which the property is located, the enclosed Restrictive Covenants agreeing to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of ten years from the date of recordation by the appropriate Clerk of the Circuit Court.

8. Standards

The Grantee shall carry out all project work in compliance with the Secretary of the Interior's Standards for Rehabilitation or the Secretary of the Interior's Standards for Archaeological Documentation, which are incorporated by reference.

9. Review

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:

- a. upon completion of schematic design;
- b. upon completion of design development and outline specifications; and
- c. upon completion of working drawings and specifications, prior to execution of the construction contract.

10. Procurement Documentation

The Grantee shall submit complete bid documents and a copy of the final contract for construction work to the Department for review and approval prior to final execution by the Grantee.

11. Progress and Expenditure Reports

The Grantee shall submit to the Department a completed "Progress and Expenditure Report" form for every reporting period of the grant period. The reporting periods shall end on June 30th and December 31st for every year of the Grant Period. Progress and Expenditure Reports shall be received by the Department within 30 days of the ending of a reporting period. The Grantee shall continue to submit Progress & Expenditure reports in accordance with the original Grant Period schedule until all grant funds have been fully expended.

Within 30 days of completion of project work, the Grantee shall submit the completed "Final Progress and Expenditure Report" form to the Department.

12. Notices, Schedules and Sponsorships

All publications, media productions, and exhibit graphics shall include the following statement in the same size, type style, and location as the organization name:

"Sponsored in part by the State of Florida, Department of State, Division of Historical Resources, assisted by the Florida Historical Commission."

All projects shall display a project identification sign in a prominent location at the Project site while work is in progress. The sign must be a minimum of eight square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

"This project has been financed in part with historic preservation grant assistance provided by the State of Florida, Florida Department of State, Division of Historical Resources, assisted by the Florida Historical Commission."

Any variation in the above specifications must receive prior approval by the Department. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

13. Liability

- a. 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.
- b. 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 resulting from personal injury, including death or damage to property, arising out of any activities under this Agreement and shall investigate all claims at its own expense.

- c. The Grantee shall be 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 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.

14. Non-Discrimination

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.

15. Public Access

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 the Agreement.

16. Termination of Agreement

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 completed in accordance with this Agreement prior to notification of termination.

If the Grantee violates any of the provisions of this Agreement, the Department shall have the right to demand the return of moneys delivered and withhold subsequent payments due under this or other grants. If notice of termination is given, the Department shall not be liable for services rendered, expenses incurred or goods delivered after receipt of the notification of termination.

17. Availability of Funds

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.

18. Audit

- a. Each grantee, other than a grantee, which is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes.
- b. 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.

19. Local Cost Share

The Grantee shall expend \$192,077.00 (one hundred ninety-two thousand seventy-seven dollars dollars) in Local Cost Share funds for the Project. The Grantee shall substantially justify to the Department all expenditures related to the Local Cost Share. Any portion of the Local Cost Share not substantially justified will be reduced from the total amount of the grant.

20. Independent Capacity of Grantee

- a. 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 an independent contractor and not as an officer, agent or employee of the State of Florida. The Grantee, if not a State agency, is not entitled to accrue any 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 officer, agent or employee of the State.
- b. Grant funds cannot be used to pay for the services of a State employee for time for which the employee is being paid by the State.

21. Conflict of Interest

The grantee shall comply with the laws of the State of Florida governing conflict of interest and standards of ethical conduct. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, minor child, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest.

22. Governing Law

- a. 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.
- b. 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.

23. Preservation of Remedies

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.

24. Non-Assignment

The Grantee shall not assign, sublicense or otherwise transfer it 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.

25. Binding of Successors

This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department.

26. Notification

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 Board of County Commissioners, 901 Pope Road, St. Augustine, FL, 32080**, 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.

27. Sovereign Immunity

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.

28. Strict Compliance with Laws

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.

29. Copyright and Royalties

When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, 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.

30. Entire Agreement

This instrument embodies 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 amendment or extension of this Agreement 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 have affixed their signatures:

DEPARTMENT OF STATE

FREDERICK P. GASKE
Director, Division of Historical Resources

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Signature of Authorized Official

Typed Name and Title of Authorized Official

ADDENDUM TO GRANT AWARD AGREEMENT NUMBER SC601

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.fldfs.com>

Federal Office of Management and Budget Circulars Index
<http://www.whitehouse.gov/omb/grants/index.html#circulars>

Governor's Office Initiatives, Florida Single Audit Act
<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program National Park Service, U.S. Department of the Interior, Historic Preservation Fund Grants-In-Aid, CFDA # 15-904, \$0.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in OMB Circular A-133, as revised

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project Florida Department of State, Grants and Aids to Local Governments and Nonstate entities – Fixed Capital Outlay Grants and Aids – Emergency Repairs for Historic Preservation Projects, CSFA Number 45.032 \$200,000.00 (two hundred thousand dollars).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.032.

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Signature of Authorized Official

Typed Name and Title of Authorized Official

RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this ___ day of _____, 20__, by _____, hereinafter referred to as the Owner, and **St. Johns County Board of County Commissioners** hereinafter referred to as the Grant Recipient, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of **St. Johns County, Florida**.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **2060 State Road 13 North, Switzerland, St. Johns County, Florida**, as described in **Exhibit A**, attached to and made a part hereof and

WHEREAS, the Grant Recipient is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of **\$200,000.00**, to be used for the restoration and preservation of the property of the Owner as described in **Exhibit A**, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner and the Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner and the Grant Recipient agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner and the Grant Recipient agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner and the Grant Recipient agree that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

4. The Owner and the Grant Recipient agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner and the Grant Recipient agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **St. Johns County**, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

WITNESSES:

Witness Signature

OWNER

Witness Name Typed/Printed

Owner's Address

Witness Signature

City State Zip

Witness Name Typed/Printed

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that _____ personally

(Name)

appeared as _____ for _____
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 200__.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

Witness Signature

GRANT RECIPIENT

Witness Name Typed/Printed

Grant Recipient's Address

Witness Signature

City State Zip

Witness Name Typed/Printed

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that _____ personally
(Name)

appeared as _____ for _____
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 200__.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

This instrument was prepared under the supervision of Frank R. Stockton, Attorney, Florida Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES
Request For Payment
SC601

PAYMENT TO:

St. Johns County Board of County Commissioners
901 Pope Road
St. Augustine, FL 32080

Total Contract Amount	<u>\$200,000.00</u>
Prior Payment	<u>\$0.00</u>
Balance to Date	<u>\$200,000.00</u>
THIS PAYMENT	<u>\$50,000.00</u>
Balance Due	<u>\$150,000.00</u>

Authorized Signature _____

**Typed Name and Title of
Authorized Official** _____

FIRST QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. # ECSC601		Pay. #		
Vendor ID 59-6000825		Inv. #1-SC601		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	1P	750026		\$50,000.00
Description 1 st Qrt. - SC601				
BF Org		BFEO	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

DEPARTMENT OF STATE
 DIVISION OF HISTORICAL RESOURCES
Request Payment
SC601

PAYMENT TO:

St. Johns County Board of County Commissioners
 901 Pope Road
 St. Augustine FL 32080

Total Contract Amount	<u>\$200,000.00</u>
Prior Payment	<u>\$50,000.00</u>
Balance to Date	<u>\$150,000.00</u>
THIS PAYMENT	<u>\$50,000.00</u>
Balance Due	<u>\$100,000.00</u>

Authorized Signature

**Typed Name and Title of
 Authorized Official**

SECOND QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. #		Pay. #		
Vendor ID 59-6000825			Inv. #2-SC601	
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	1P	750026		\$50,000.00
Description 2nd Qtr.- SC601				
BF Org		BFEO	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES
Request For Payment
SC601

PAYMENT TO:

St. Johns County Board of County Commissioners
901 Pope Road
St. Augustine FL 32080

Total Contract Amount	<u>\$200,000.00</u>
Prior Payment	<u>\$100,000.00</u>
Balance to Date	<u>\$100,000.00</u>
THIS PAYMENT	<u>\$50,000.00</u>
Balance Due	<u>\$50,000.00</u>

Authorized Signature

**Typed Name and Title of
Authorized Official**

THIRD QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. #		Pay. #		
Vendor ID 59-6000825			Inv. #3 - SC601	
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	1P	750026		\$50,000.00
Description 3 rd Qtr - SC601				
BF Org		BFEO	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

DEPARTMENT OF STATE
 DIVISION OF HISTORICAL RESOURCES
Request For Payment
SC601

PAYMENT TO:

St. Johns County Board of County Commissioners
 901 Pope Road
 St. Augustine FL 32080

Total Contract Amount	<u>\$200,000.00</u>
Prior Payment	<u>\$150,000.00</u>
Balance to Date	<u>\$50,000.00</u>
THIS PAYMENT	<u>\$50,000.00</u>
Balance Due	<u>\$0.00</u>

Authorized Signature

**Typed Name and Title of
 Authorized Official**

FOURTH AND FINAL QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. #		Pay. #		
Vendor ID 59-6000825			Inv. #4F-SC601	
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	1P	750026		\$50,000.00
Description 4 th Final SC601				
BF Org		BFEO	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

SPECIAL CONDITIONS OF CONTRACT AS REQUIRED BY HISTORIC PRESERVATION GRANT AWARD AGREEMENT

Project: _____

Historical Resources Grant No.: _____

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION.

These Special Conditions shall supplement and become part of the Contract for Construction between the Owner and Contractor.

1. Equal Employment Opportunity Compliance

1.1 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

2. Access to Records

2.1 The Contractor shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of five years following the completion of all project work, or until all claims and audit findings involving these records have been received, whichever is later. The Owner, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription.

3. Copeland "Anti-Kickback" Act

3.1 The Contractor and all Subcontractors shall comply with the Copeland "Anti-Kickback" Act 18 USC 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16.

4. Project Duration

4.1 Complete one of the following as is applicable to the Contract:

4.1.1 The project work covered under this Contract shall be completed on or before _____, 20____.

4.1.2 The project work shall be completed within _____ days of the date of execution of the Contract.

Owner

Contractor

Address

Address

By

By

Date

Date