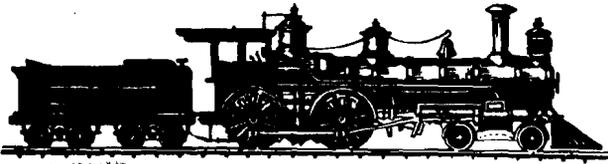


RECEIVED
4/23/96 (RD)

#7



West Nassau

Historical Society

P. O. BOX 1758, CALLAHAN, FLORIDA 32011

BOARD MEETING

DATE: 5/13 1996

ACTION: _____

INFO: 7

April 23, 1996

Nassau County Commissioners
Fernandina Beach, Fl. 32034

Dear Commissioners:

The members of the West Nassau Historical Society wants to thank you for your help in preserving the Callahan Depot.

We are very proud to give the Library free rent because that way Callahan can have a Library, which we never had untill we restored the Depot.

Yours truly,

Louise Driggers
Louise Driggers
President

**Historic Preservation Grant Award Agreement
Acquisition and Development Grants - Advanced Payment
Grant No. S6047**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the West Nassau Historical Society, hereinafter referred to as the Grantee, relative to the Callahan Depot Project, hereinafter referred to as the Project, and is entered into this 27th day of March, 1996, and shall end on June 30, 1996.

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, grant-in-aid funds in the amount of three thousand five hundred and fifty dollars (\$3,550.00) have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

I. The Project shall include the following authorized project work:

- a. Exterior and interior painting;
- b. Replacement of exterior door and installation of appropriate overhang; and
- c. Direct project administrative expenses not to exceed 10% of the total Project cost.

II. The Grantee agrees to administer the Project in accordance with the General and Special Conditions Governing Grants and the Administrative Instructions for Historic Preservation Project Accountability attached as Attachment "A", and Chapter 1A-35, Florida Administrative Code, and the following specific conditions:

A. The Grantee agrees to complete the Project by June 30, 1996 and submit the Final Products and Attachment "A", Part II, subparagraph B.1.b and B.1.d, within 30 days of completion of project work. No costs incurred prior to the commencement date of this Agreement are eligible for payment from grant funds. No costs incurred after the above project work completion date will be eligible for payment unless specifically authorized by the Department before the cost is incurred. No costs incurred after the Final Quarterly Expenditure Report is approved by the Department are eligible for payment.

B. The Department and the State of Florida 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 and the State. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.

C. To the extent allowed by Florida law, the Grantee agrees to be responsible for any claims of any nature, including but not limited to injury, death and property damage, arising out of activities related to this Agreement by the Grantee, its agents, servants, employees or subcontractors. The Grantee agrees to indemnify and hold the Department harmless from claims of any nature and agrees to investigate such claims at its own expense, to the extent allowed by Florida law.

D. 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 such subcontract has been approved in writing by the Department prior to its execution, 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.

- E. 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.
- F. 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.
- G. 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.
- H. The Department reserves the right to cancel this Agreement unilaterally 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.
- I. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. The Grantee shall not charge the Department for any travel expense without the Department's written approval. Upon obtaining written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with Section 112.061, Florida Statutes.
- J. The Grantee recognizes that the State of Florida, by virtue of Section 212.08, Florida Statutes, is not required to pay taxes on any goods or services which may be provided to it pursuant to this Agreement.
- K. The Department's performance and obligation to pay under this Agreement are 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 may be reduced accordingly.
- L. All project work must be in compliance with the Secretary of the Interior's Standards for Rehabilitation.
- M. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
- N. Unless authorized by law and agreed to in writing by the Department, the Department shall not be liable to pay attorney fees, interest or cost of collection.
- O. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.

The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.

IV.

The payment schedule of grant funds shall be subject to any special conditions required by the Office of the Comptroller, State of Florida.

The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.

III.

The total amount as prescribed above shall be made to the Grantee in four quarterly installments. The first three may be made at the beginning of each quarter for which they are allotted. Grantees shall submit the four signed Requests for Advanced Payment Forms with this signed Grant Award Agreement to initiate the grant. Subsequently, the Quarterly Project Progress and Expenditure Reports are required on a quarterly basis and must include a Quarterly Project Progress and Expenditure Report for the quarter just completed. The last installment shall be payable during the last quarter for which allotted and upon receipt and verification of the Grantee's Final Quarterly Project Progress and Expenditure Report and verification of all previously submitted Quarterly Project Progress and Expenditure Reports.

When advance payments have been made by the Department, adjustments for overpayments may, at the sole discretion of the Department, be made quarterly and upon receipt of the Final Quarterly Project Progress and Expenditure Report. In addition, the Department may demand restitution from the Grantee for all sums advanced in excess of the amount necessary to appropriately compensate the Grantee for all project work completed to that point in a timely and satisfactory manner.

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 the inspection and approval of the grant assisted work by the Department. The Department further agrees to the following conditions:

A. The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

B. The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.

IV.

Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State. The Grantee shall report interest earnings quarterly, and shall remit the total interest earned at the end of the grant period in the form of a check or money order made payable to the Florida Department of State.

V. 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.

VI. Any provision of this Agreement in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this Agreement.

VII. 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.

VIII. 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 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.

IX. 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.

X. 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.

XI. 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 (30 calendar days from the date of receipt of notice by the Grantee) 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, and any corrective action required of the Grantee. Such notices shall be sent by return receipt mail to the Grantee.

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. At the discretion of the Department, third party contributions applicable during the suspension period may be allowed in satisfaction of matching share requirements.
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 may 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 may terminate the grant in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. The Department will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. In the event that the funds are not used for the purpose for which intended by the grant, or if it is later determined that the Project failed to meet grant qualification requirements, then, at the option of the Department, any portion of the grant previously advanced shall be repaid to the Department.
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. Once initiated, no grant shall be terminated by the Grantee prior to satisfactory completion without approval of the Department. 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.

- XII. 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 West Nassau Historical Society, 113 Dixie Avenue, Callahan, FL, 32011, 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.
- XIII. 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.
- XIV. 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 shall be effective unless in writing and properly executed by the parties.

The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

WITNESSES:

DEPARTMENT OF STATE

Marie O'Connell

Edward J. [unclear]

John P. [unclear]

David S. [unclear]
Sheila [unclear]

George W. Percy
GEORGE W. PERCY
Director, Division of
Historical Resources

Suzanne P. Walker
SUZANNE P. WALKER
Chief, Bureau of Historic Preservation
Division of Historical Resources

Estelle [unclear]
WEST NASSAU HISTORICAL SOCIETY
Signature of Authorized Official

Louise Driggers, President
Typed Name and Title of
Authorized Official