

**Historic Preservation Grant Award Agreement**  
**Special Category Grants**  
**Grant No. SC245**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **Nassau County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the **Nassau County Courthouse**, hereinafter referred to as the Project, and is entered into this 22<sup>nd</sup> day of April, 2002

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 **\$300,000.00 (three 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:

**Rehabilitation of the courtroom for continued use as a courthouse to include:**

- a. **Restoration of pressed metal ceiling, millwork, wood floor, doors and hardware;**
- b. **Repair of plaster walls;**
- c. **Installation of electrical and HVAC systems; and**
- d. **Related architectural 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 **March 31, 2003**. 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 Department 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 267.061(3)(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. Progress and Expenditure Reports shall be received by the Department within 30 days of the ending of a reporting period.

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 Historic Preservation Advisory Council."***

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 Historic Preservation Advisory Council."***

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, handicap, 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 or submit an attestation statement pursuant to Section 216.349, Florida Statutes.
- b. All audits or attestations 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 **\$427,535.00 (four hundred twenty-seven thousand five hundred thirty-five 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, including Chapter 112, Part III, Florida Statutes. 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 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.

**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 **Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, FL, 32035-1010**, 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**

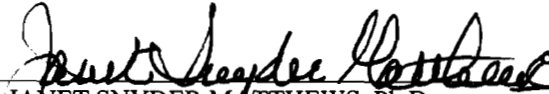
When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright 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**

  
\_\_\_\_\_  
JANET SNYDER MATTHEWS, Ph.D.  
Director, Division of Historical Resources

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**


  
\_\_\_\_\_  
Signature of Authorized Official

Nick D. Deonas


\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Typed Name and Title of Authorized Official

ATTEST:

  
\_\_\_\_\_  
V. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
Michael S. Mullin 7

**Addendum to Grant Award Agreement Number SC245**


This Addendum is made to Historic Preservation Grant Award Agreement, Grant Number SC245, by and between the State of Florida, Department of State, Division of Historical Resources (hereinafter referred to as the Department and the Nassau County Board of County Commissioners (hereinafter referred to as the Grantee) for the purpose of conveying to the Grantee their responsibilities under Section 215.97 Florida Statutes, titled the Florida Single Audit Act, effective July 1, 2000.

The Grantee agrees to comply with the Florida Single Audit Act and affirms that in the event the Grantee expends a total amount of State financial assistance provided to the Grantee to carry out a State project that is equal to or in excess of \$300,000.00 in any fiscal year of the Grantee, the Grantee 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 Comptroller, and Chapter 10.600, Rules of the Auditor General. In determining the State awards the Grantee shall consider all sources of State awards, including State funds received from the Department.

If the Grantee expends less than \$300,000.00 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required.

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

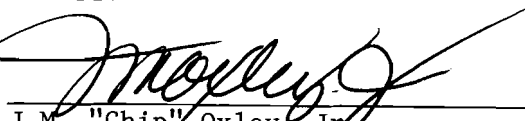
**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Signature of Authorized Official

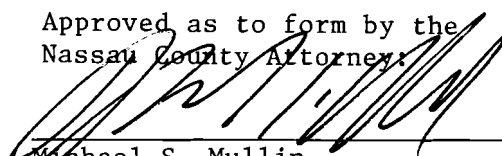
Nick D. Deonas, Chairman,

\_\_\_\_\_  
Typed Name and Title of Authorized Official

ATTEST:

  
\_\_\_\_\_  
J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
Michael S. Mullin

7  
Not needed  
Per JMO



## RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, hereinafter referred to as the Owner, and **Nassau 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 Nassau County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **3163 Bailey Road, Fernandina Beach, Nassau 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 **\$300,000.00**, 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 **Nassau 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.