



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
September 5, 2017
IMMEDIATELY FOLLOWING THE REGULAR CITY COUNCIL MEETING

AGENDA

ANY PERSON DESIRING TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE LAW DOES NOT REQUIRE THE CITY CLERK TO TRANSCRIBE VERBATIM MINUTES; THEREFORE, THE APPLICANT MUST MAKE THE NECESSARY ARRANGEMENTS WITH A PRIVATE REPORTER (OR PRIVATE REPORTING FIRM) AND BEAR THE RESULTING EXPENSE. (F.S. 286.0105)

ORDER OF
BUSINESS

- 1 Call to Order - Roll Call
- 2 Hacienda Grant Award Architectural Agreement - Page 2
- 3 Adjournment

Agendas may be viewed on the City's website: www.citynpr.org This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1024, not later than four days prior to said proceeding.



TO: Members of the Community Redevelopment Agency

FROM: Economic Development

DATE: 9/5/2017

RE: Hacienda Grant Award Architectural Agreement - Page 2

REQUEST:

Approval of Bender & Associates architectural fees for the Hacienda Small-Matching and Special Category Grant Awards.

DISCUSSION:

The Florida Division of Historic Resources requires the use of Historic Preservation Architects as a condition of their grant awards. Additionally, Florida requires the ranking of such architects prior to fee negotiations. The state also provides a permissible fee scale from which to determine those fees.

In preparation of the Hacienda stabilization and restoration effort staff considered nine historic architects, ranking Bender & Associates as the most qualified. Bender is known nationally for their high standards of quality, design, depth of experience, including an underlying passion for historic preservation. The city had great success with the firm during the 2015 Special Category Grant, which allowed the city to complete the project on time, within budget and with no delays or deficiencies. The fact that Bender has been associated with the Hacienda has aided in securing these new grant awards.

The scope of work for the two new grant awards will include the following:

- Restoration of the Historic Sims Park Patio
- Restoration of the Historic Staircase
- Installation of a supporting beam in the dining room arch
- Installation of windows and doors

Bender fee are to be paid from grant proceeds and requested as follows:

- 9,889 Small-Matching Grant (\$100,000 Award)
- 55,500 Special Category Grant (\$750,00 Award)
- Totaling \$65,389.

This amount is \$11,714 below the Florida Department of Management Fees for Architectural Services and represents 7.7% of the over cost of the project.

RECOMMENDATION:

Approval of Bender & Associates fee proposal

BUDGET/ FISCAL IMPACT:

\$65,389 Fiscal Year Ending September 2018

ATTACHMENTS:

Description	Type
▣ NPR Architectural Services Agreement	Backup Material
▣ Attachment A - Bender Small-Matching Agreement	Backup Material
▣ Attachment A - Bender Special Category Agreement	Backup Material
▣ DHR Small-Matching Agreement Scope of Work	Backup Material
▣ DHR Special Category Agreement Scope of Work	Backup Material
▣ Architectural Fees Spreadsheet Analysis	Backup Material



AGREEMENT FOR SERVICES

AGREEMENT is made this day, August 15, in the year 2017 by and between the City of New Port Richey and its Community Redevelopment Agency a duly incorporated municipality in the State of Florida (hereinafter referred to as "City" or "Owner") and Bender & Associates Architects, PA hereinafter referred to as "Architect" for the purposes of completion of the Hacienda Hotel Rehabilitation projects.

Owner: City of New Port Richey Community Redevelopment Agency
5919 Main Street
New Port Richey FL 34652

Architect: Bender & Associates Architects PA
410 Angela Street
Key West, FL 33040

Project: Project 17-017 & 17-018 Hacienda Hotel Rehabilitation

Site: Hacienda Hotel
5621 Main Street
New Port Richey FL 34652

The Owner and Architect agree as follows:

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide professional services as described and detailed in the Architect's Letter Proposals dated July 27, 2017, incorporated herein by reference and as Attachment A and as set forth in Section 9.2 of this document.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 All project work shall be completed in accordance with good preservation practices, the Secretary of the Interior's Standards for Rehabilitation, with amendments, and applicable building codes and regulations of the City of New Port Richey FL.

§ 1.4 The Architect shall assist the Owner in connection with the Owner's responsibility for meeting the terms of its' agreement and deliverables with the Division of Historical Resources, and the requirements of grant project 17-017 & 17-018 Hacienda Hotel Rehabilitation. The Architect will maintain records, prepare reports and photographs for submission and filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project in conjunction with the City of New Port Richey as Owner and Grantee.

§ 1.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.6 The Architect shall maintain minimum insurance coverages for the duration of this Agreement as follows:

1. Professional Liability 1,000,000
2. Commercial General Liability \$1,000,000/2,000,000
3. Umbrella Liability \$1,000,000
4. Workers' Compensation as required by the State of Florida
5. Automobile Liability \$1,000,000

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with

applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be Arbitration pursuant to Section 4.3 of this Agreement.

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement

governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION AND PAYMENTS

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth in the Architect's Letter Proposal, incorporated herein as Attachment A and as indicated under Section 9.2.

§ 6.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3 Records of Reimbursable Expenses and services performed shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be

confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 (Not Used)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the Articles set forth above, the Architects Letter Proposals dated July 27, 2017 hereby incorporated as Attachment A and the Owner's Agreement with the Division of Historical Resources, Historic Preservation Bureau fully executed on July 28, 2017 & August 1, 2017 by reference.

This Agreement entered into as of August 15, 2017.

OWNER
City of New Port Richey CRA

ARCHITECT
Bender & Associates Architects, PA

Signature

Signature

Printed Name

Printed Name

July 27, 2017

Mr. Mario Iezzoni, CPA, CVA, CBCP
Economic Development director
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

**RE: Hacienda Hotel, New Port Richey, Florida
Patio & Stair Restoration & Structural Repair**

Dear Mario,

We are pleased to provide you with this proposal for A/E services for the next phase of work at the Hacienda Hotel, restoration of the patio and stair and structural repair. As discussed, you have received a Small Matching Grant from the State of Florida, Division of Historical Resources to partially fund this project. The Scope of Work, as described in the Grant Proposal, is as follows:

Project Description:

Pasco County intends to continue to conduct work on the 21,000 sq. ft. two-story, Mediterranean Revival Style building built in 1927. The building was originally constructed as a hotel and is currently vacant. The proposed use would be boutique hotel/community building. Grant funds will be used for the following: structural beam installation at dining room archway; historic scored patio restoration; matador room floor repair; restoration and grading of hotel ingress/egress point; restoration of internal historic stairway; and architectural services.

We propose to provide the following services:

1. Design Development Submittal:

We will document existing conditions onsite and assemble drawings and specifications for the Work. We will review existing and historic drawings and photos to verify accuracy and submit all of the drawings to the State DHR for review and approval. One trip to the jobsite will be required for field verification.

2. Construction Documents Submittal:

The above documents will be developed to a final biddable set of documents. The submittal will include all drawings, technical specifications, and "front end" bidding documents required for the solicitation of bids. These documents will be submitted to you for final review and comment. Your comments, along with any consultant team final review comments will be incorporated into the final bid/permit set. Record drawings will be provided to the City of New Port Richey; one hard copy and one digital copy and again at the conclusion of construction to reflect any modifications made in the field during construction (if any).

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
info@benderarchitects.com
Florida License AAC002022
www.BenderArchitects.com

3. Bidding and Permitting Phase:

We will assist you with advertisement and solicitation of bids and submit for permit reviews. We will attend a pre-bid conference, issue meeting minutes, respond to bidder questions and issue addenda as needed. We will review the bids and make a recommendation for award. One trip to the jobsite will be required for the Prebid Conference.

4. Construction Phase:

During construction, we will attend bi-monthly meetings, take minutes and distribute them to all team members. We will respond to RFI's, review shop drawings and submittals, issue bulletins, field directions, change orders and other documents as may be required. We will conduct all required final inspections, issue a Certificate of Substantial Completion with punch list and obtain all required closeout documents. (3) trips to the jobsite are anticipated for Construction Administration.

The architectural fees have been established in the Grant Agreement as \$9,889. They are shown in the Estimated Project Budget in the Grant Agreement. I have attached this page for your reference. The fees can be broken down as follows, payable upon completion of each Phase:

Basic Services:

Design Development and Construction Documents (65%)	\$ 6,428
Bidding Phase (5%)	\$ 494
Construction Phase Contract Administration (30%)	\$ 2,967
Subtotal Basic Services	\$ 9,889

NOTE: These services are the A/E services that are listed in the Grant Budget as \$9,889.

We propose to provide all of the required services for a lump sum fee of \$9,889.

Please call if you have any questions or would like to discuss any aspect of this proposal.

I look forward to working with you.

Sincerely,



Bert L. Bender, Architect

July 27, 2017

Mr. Mario Iezzoni, CPA, CVA, CBCP
Economic Development Director
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652



RE: Hacienda Hotel, New Port Richey, Florida

Dear Mario,

We are pleased to provide you with this proposal for A/E services for the next phase of work at the Hacienda Hotel, door and window replacement. As discussed, you have received a Special Category Grant from the State of Florida, Division of Historical Resources to partially fund this project. The Scope of Work, as described in the Grant Proposal, is as follows:

Project Description:

Grant funds will be used towards the preservation of the Hacienda Hotel. Specifically, the work will entail the manufacture and installation of one hundred and seventeen (117) windows with eighteen (18) size design variations that are historically accurate reproductions; manufacture and installation of thirty-eight (38) exterior doors with twenty-one (21) size design variations that are historically accurate reproductions; repair of mullet stucco on the exterior walls of the building; and the repair of interior plaster on the interior walls of the building.

In order to meet your \$750,000 budget, it is recommended that the above Scope of Work be adjusted to reduce the number of exterior doors from 38 units to 11 units, and eliminate the interior plaster repairs. This adjusted project scope and budget was described in a letter to you from Bert Bender, sent on 7/25/17. I have attached this letter for your use.

We propose to provide the following services:

1. Design Development Submittal:

We will document the window and door opening sizes onsite and assemble drawings and specifications for the Work. We will review existing and historic drawings and photos to verify accuracy and submit all of the drawings to the State DHR for review and approval. One trip to the site will be required for field verification.

2. Construction Documents Submittal:

The above documents will be developed to a final biddable set of documents. The submittal will include all drawings, technical specifications, and "front end" bidding documents required for the solicitation of bids. These documents will be submitted to you for final review and comment. Your comments, along with any consultant team final review comments will be incorporated into the final bid/permit set. Record drawings will be provided to the City of New Port Richey; one hard copy and one digital copy and again at the conclusion of construction to reflect any modifications made in the field during construction (if any).

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Florida License AAC002022
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3. Bidding and Permitting Phase:

We will assist you with advertisement and solicitation of bids and submit for permit reviews. We will attend a pre-bid conference, issue meeting minutes, respond to bidder questions and issue addenda as needed. We will review the bids and make a recommendation for award. One Trip to the site will be required for the Prebid Conference.

4. Construction Phase:

During construction, we will attend bi-monthly meetings, take minutes and distribute them to all team members. We will respond to RFI's, review shop drawings and submittals, issue bulletins, field directions, change orders and other documents as may be required. We will conduct all required final inspections, issue a Certificate of Substantial Completion with punch list and obtain all required closeout documents. Six trips to the jobsite are anticipated for Construction Administration.

The architectural fees have been established in the Grant Agreement as \$50,000. They are shown in the Estimated Project Budget in the Grant Agreement. I have attached this page for your reference. The fees can be broken down as follows, payable upon completion of each Phase:

Basic Services:

Design Development and Construction Documents (65%)	\$ 32,500
Bidding Phase (5%)	\$ 2,500
Construction Phase Contract Administration (30%)	\$ 15,000
Subtotal Basic Services	\$ 50,000

NOTE: These services are the A/E services that are listed in the Grant Budget as \$50,000.

We have estimated our reimbursable expenses as follows:

Bender & Associates estimate:

Travel: 900 miles round trip @ \$.50/mile: \$450/trip x 8 trips	\$ 3,600
Lodging: 12 room nights @ \$75 each	\$ 900
Per Diem expenses: 12 days @ \$40/day	\$ 480
Reproduction of documents, FedEx, etc.	\$ 500
Recommended Reimbursable Expense Budget	\$ 5,480

We propose to provide all of the required services for a lump sum fee of \$50,000 plus reimbursable expenses at our direct cost, not to exceed \$5,500.

Please call if you have any questions or would like to discuss any aspect of this proposal.

I look forward to working with you.

Sincerely,



Bert L. Bender, Architect

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
CITY OF NEW PORT RICHEY
18.h.sm.100.037**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of New Port Richey hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 18.h.sm.100.037 for the Project "Hacienda Hotel Rehabilitation," in the amount of \$50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3107, contained in the FY2017-2018 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose.** This grant shall be used exclusively for the "Hacienda Hotel Rehabilitation," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used for structural beam installation at dining room archway, historic scored patio restoration, matador room floor repair, restoration and grading of hotel ingress/egress point, restoration of internal historic stairway and architectural services. All tasks associated with the Project, as outlined in the Project Description (see Attachment A), will be completed by June 30, 2018.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1:

- Payment 1 will be fixed price advance in the amount of 25 percent of the grant award.

Payment 2, Deliverable/Task 1:

- Payment 2 will be fixed price in the amount of 25 percent of the grant award. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.

Payment 3, Deliverable/Task 2:

- Payment 3 will be fixed price in the amount of 25 percent of the grant award. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.

Payment 4, Deliverable/Task 3:

- Payment 4 will be fixed price in the amount of 25 percent of the grant award. The Grantee will have completed 100 percent of the Project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will also be submission and acceptance of a Final Project Progress Report that certifies that all project grant funds and required match have been expended in the way here agreed upon and the Project has been closed out. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.
- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2017-2018. The Budget provides details of how grant funds will be spent and all expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment B).
- 2. Length of Agreement.** This Agreement shall begin on **July 1, 2017**, and shall end **June 30, 2018**, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
- 3. Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Kechia Herring, RMA, FCCM
Florida Department of State
R.A. Gray Building

500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6333
Email: Kechia.Herring@dos.myflorida.com

For the Grantee:

Contact: Mario Iezzoni
Address: 5919 Main Street
Phone: 727.853.1019
Email: Iezionim@cityofnewportrichey.org

4. **Grant Payments.** All non-advance grant payments are requested by submitting a payment request, expenditure log and documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be a fixed price of 25 percent advance of the Grant Award Amount.
 - b) The second payment will be a fixed price of 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
 - c) The third payment will be a fixed price of 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
 - d) The fourth payment will be a fixed price of 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check payment status.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division in advance of or with the executed Agreement.**
7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. **If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.**

8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a. The full amount of the first payment (fixed price advance in the amount of 25 percent of the grant award) will be returned to the Division if any Deliverables (Deliverable 1, 2, or 3) are not satisfactorily completed.
- b. Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- c. Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- d. Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds. If the Grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the Fourth Payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- e. The Division may reduce individual payments by 10 percent if the completed Deliverable does not meet the Secretary of Interior's Standards and Guidelines or other industry standards applicable to the Scope of Work for the Project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Development Projects.

- a) All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines** available online at www.nps.gov/tps/standards.htm.
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation is available online at www.flheritage.com/grants/categories/smallmatching.cfm.
- c) Architectural Services
 1. All projects shall require contracting for architectural/engineering services.
 2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

d) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
 2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- e) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- f) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archeology*.
 5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for*

Archaeological Documentation, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

10. Acknowledgement of Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Department.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. 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. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by **September 30, 2017**, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online through www.dosgrants.com.

- a) **First Project Progress Report** is due by October 31, 2017, for the period ending September 30, 2017.
- b) **Second Project Progress Report** is due by January 31, 2018, for the period ending December 31, 2017.
- c) **Third Project Progress Report** is due by April 30, 2018, for the period ending March 31, 2018.

d) Final Report. The Grantee must submit a Final Report to the Division by July 30, 2018 for the period ending June 30, 2018.

13. Matching Funds. The Grantee is required to provide a 100% match, unless exempted, as described in this section. Of the required match, a minimum 25% of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount. Certified Local Government (CLG) Applicant Organizations and Main Street Program Applicant Organizations do not require a match. Additionally, Special Statewide Solicitation Projects do not require a match.

14. Grant Completion Deadline. The grant completion deadline is June 30, 2018. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- c) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
- d) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
- c) Expenses incurred or obligated prior to or after the Grant Period;

- d) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines, <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- e) Furniture and Equipment. (a) Expenditures for furniture and equipment such as features not physically attached to a structure, including but not limited to: desks, tables, chairs, area rugs, window treatments, computers, kitchen appliances, portable lighting fixtures, and components of portable sound or projection systems, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term, unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
- g) Private entertainment, food, beverages, plaques, awards, or gifts;
- h) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- i) Indirect costs including but not limited to Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, non-grant related administrative and clerical staffing, and fundraising activities;
- j) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
- k) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- l) Project administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not related to grant activities; travel expenditure; or supplies);

- n) Vehicular circulation (drives) and parking (Exception: provision of code-required handicapped parking pad);
- o) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Scope of Work);
- p) Capital improvements to non-historic properties;
- q) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance); and
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Yasha Rodríguez, Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.

- 20. Retention of Accounting Records.** 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 (5) years after the close out of the grant. 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.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. 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 independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for 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, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee

is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- 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; and provided that it is understood by the Grantee that the Division 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.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division 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 cause of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation 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.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.


37. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. 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, child, parent, 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. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the Grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

- 38. 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 Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Project Description (Attachment A)
 - c) Estimated Project Budget (Attachment B)
 - d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the FY 2017-2018 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:


Dr. Timothy Parsons, Division Director

Date

8/1/2017

Grantee:

By:


Authorizing Official for the Grantee

Mario Iezzoni
Typed name and title

Date

Economic Development Director

7-27-2017

ATTACHMENT A

Project Description

Pasco County intends to continue to conduct work on the 21,000 sq. ft. two-story, Mediterranean Revival Style building built in 1927. The building was originally constructed as a hotel and is currently vacant. The proposed use would be boutique hotel/community building. Grant funds will be used for the following: structural beam installation at dining room archway; historic scored patio restoration; matador room floor repair; restoration and grading of hotel ingress/egress point; restoration of internal historic stairway; and architectural services.

Architectural/Engineering services are required and provided for in this project.

ATTACHMENT B

Estimated Project Budget

Budget Item Number	Description	Grant Funds	Cash Match	In-Kind Match	Subtotal
1	Structural beam installation at dining room archway	\$8,055	\$8,055	\$0.00	\$16,110
2	Historic scored patio restoration	\$20,000	\$20,000	\$0.00	\$40,000
3	Matador room floor repair	\$1,500	\$1,500	\$0.00	\$3,000
4	Restoration and grading of hotel ingress/egress point	\$4,000	\$4,000	\$0.00	\$8,000
5	Restoration of internal historic stairway	\$11,500	\$11,500	\$0.00	\$23,000
6	Architectural services	\$4,945	\$4,945	\$0.00	\$9,890
	Total	\$50,000	\$50,000	\$0.00	\$100,000

ATTACHMENT C

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

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 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, 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 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement 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 2 CFR 200.508.
3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to

have an audit conducted in accordance with the provisions of 2 CFR 200.501, 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). (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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.

U.S. Government Printing Office www.ecfr.gov

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 \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), 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 \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), 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 \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 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).

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/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

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:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
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. 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:

Office of Inspector General
Florida Department of State

R. A. Gray Building, Room 114A
500 South Bronough St.
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

3. 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, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. 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 V: 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, CFO, 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, CFO, or Auditor General upon request for a period of at least 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:

Not applicable.

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

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:


Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$50,000


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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

MEMORANDUM

Florida Department of State

TO: Tim Parsons, Division Director 

THROUGH: Yasha Rodriguez, Historic Preservation Supervisor 

FROM: Josh Gates, Historic Preservation Grants Specialist

DATE: July 27, 2017

SUBJECT: GRANT AWARD AGREEMENT
Hacienda Hotel Rehabilitation and Preservation, Phase III, City of New Port Richey, 18.h.sc.100.015

The Grantee for the project in reference has submitted the contract and required documents. This request has been reviewed and approved by the Program Supervisor.

Attached is the Grant Award Agreement, Restrictive Covenant, Receipt of filing for Restrictive Covenant, SW9 form. Please review, execute the document, and return it to my attention.

Enclosures (4)

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
CITY OF NEW PORT RICHEY
18.h.sc.100.015**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of New Port Richey hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 18.h.sc.100.015 for the Project "**Hacienda Hotel Rehabilitation and Preservation, Phase III**," in the amount of \$500,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3112A, contained in the FY2017-2018 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "**Hacienda Hotel Rehabilitation and Preservation, Phase III**," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to manufacture and install one hundred and seventeen (117) windows with eighteen (18) size design variations; install thirty-eight (38) exterior doors with twenty-one (21) size design variations; repair exterior mullet stucco; and repair interior plaster; grant administration; and cover historic preservation and architectural services. All tasks associated with the Project, as outlined in the Project Description (see Attachment A), will be completed by June 30, 2019.

- b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1:

- Payment 1 will be fixed price advance in the amount of 25 percent of the grant award.

Payment 2, Deliverable/Task 1:

- Payment 2 will be fixed price in the amount of 25 percent of the grant award. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA

Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.

Payment 3, Deliverable/Task 2:

- Payment 3 will be fixed price in the amount of 25 percent of the grant award. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.

Payment 4, Deliverable/Task 3:

- Payment 4 will be fixed price in the amount of 25 percent of the grant award. The Grantee will have completed 100 percent of the Project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will also be submission and acceptance of a Final Project Progress Report that certifies that all project grant funds and required match have been expended in the way here agreed upon and the Project has been closed out. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal years 2017-2019. The Budget provides details of how grant funds will be spent and all expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment B).

2. **Length of Agreement.** This Agreement shall begin on **July 1, 2017**, and shall end **June 30, 2019**, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Contact: Joshua Gates
Address: Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6355
Email: Joshua.Gates@dos.myflorida.com

For the Grantee:

Contact: Mario Iezzoni
Address: 5919 Main Street
New Port Richey, Florida 34652
Phone: 727.853.1048
Email: iezzonim@cityofnewportrichey.org

4. **Grant Payments.** All non-advance grant payments are requested by submitting a payment request, expenditure log and documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be a fixed price of 25 percent advance of the Grant Award Amount.
 - b) The second payment will be a fixed price of 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
 - c) The third payment will be a fixed price of 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
 - d) The fourth and final payment will be a fixed price of 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check payment status.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division in advance of or with the executed Agreement.**
7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. Changes

which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. **If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.**

8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a. The full amount of the first payment (fixed price advance in the amount of 25 percent of the grant award) will be returned to the Division if any Deliverables (Deliverable 1, 2, or 3) are not satisfactorily completed.
- b. Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- c. Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- d. Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds. If the Grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the Fourth Payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- e. The Division may reduce individual payments by 10 percent if the completed Deliverable does not meet the Secretary of Interior's Standards and Guidelines or other industry standards applicable to the Scope of Work for the Project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Development Projects.

- a) All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines** available online at www.nps.gov/tps/standards.htm.
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation is available online at www.flheritage.com/grants/categories/smallmatching.cfm.
- c) Architectural Services

1. All projects shall require contracting for architectural/engineering services.
2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

d) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
 2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- e) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- f) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archeology*.

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

10. Acknowledgement of Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. 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. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by **September 30, 2017**, except as allowed below.

- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be sixty (60) days.
- b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online through www.dosgrants.com.

- a) **First Project Progress Report** is due by October 31, 2017, for the period ending September 30, 2017.
- b) **Second Project Progress Report** is due by January 31, 2018, for the period ending December 31, 2017.

- c) **Third Project Progress Report** is due by April 30, 2018, for the period ending March 31, 2018.
 - d) **Fourth Project Progress Report** is due by July 30, 2018, for the period ending June 30, 2018.
 - e) **Fifth Project Progress Report** is due by October 31, 2018, for the period ending September 30, 2018.
 - f) **Sixth Project Progress Report** is due by January 31, 2019, for the period ending December 31, 2018.
 - g) **Seventh Project Progress Report** is due by April 30, 2019, for the period ending March 31, 2019.
 - h) **Final Report.** The Grantee must submit a Final Report to the Division by July 30, 2019 for the period ending June 30, 2019.
13. **Matching Funds.** The Grantee is required to provide a \$50,000 or 50% match of the grant amount request, whichever is greater unless exempted, as described in this section. Of the required match, a minimum 25% of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a reduction of the match amount. Certified Local Government (CLG) Applicant Organizations and Main Street Program Applicant Organizations do not require a match. Additionally, Special Statewide Solicitation Projects do not require a match.
14. **Grant Completion Deadline.** The grant completion deadline is June 30, 2019. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed one hundred and twenty (120) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed one hundred and twenty (120) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- c) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
- d) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
- c) Expenses incurred or obligated prior to or after the Grant Period;
- d) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines, <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- e) Furniture and Equipment. (a) Expenditures for furniture and equipment such as features not physically attached to a structure, including but not limited to: desks, tables, chairs, area rugs, window treatments, computers, kitchen appliances, portable lighting fixtures, and components of portable sound or projection systems, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term, unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
- g) Private entertainment, food, beverages, plaques, awards, or gifts;
- h) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- i) Indirect costs including but not limited to Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, non-grant related administrative and clerical staffing, and fundraising activities;

- j) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
- k) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- l) Project administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not related to grant activities; travel expenditure; or supplies);
- n) Vehicular circulation (drives) and parking (Exception: provision of code-required handicapped parking pad);
- o) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Scope of Work);
- p) Capital improvements to non-historic properties;
- q) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance); and
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations

applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

- 18. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Yasha Rodríguez, Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.
- 20. Retention of Accounting Records.** 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 (5) years after the close out of the grant. 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.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. 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 independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent

contractors” and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for 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, and subcontractors. The Grantee, other than a Grantee which is the State or the State’s agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- 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; and provided that it is understood by the Grantee that the Division 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.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15)

calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) **Termination for convenience.** The Division 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 cause of partial terminations, the portion to be terminated.
- c) **Termination by Grantee.** The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation 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.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

37. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee

of the Department of State that would violate those provisions. 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, child, parent, 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. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the Grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

- 38. 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 Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Project Description (Attachment A)
 - c) Estimated Project Budget (Attachment B)
 - d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the FY 2017-2018 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

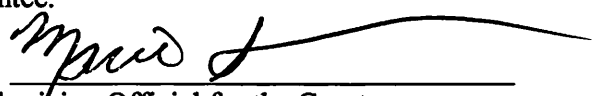
By: 

Dr. Timothy Parsons, Division Director

7/28/17

Date

Grantee:

By: 

Authorizing Official for the Grantee

MARIO IEZZONI ECONOMIC DEVELOPMENT DIRECTOR

Typed name and title

7-19-2017

Date

ATTACHMENT A

Project Description

Grant funds will be used towards the preservation of the Hacienda Hotel. Specifically, the work will entail the manufacture and installation of one hundred and seventeen (117) windows with eighteen (18) size design variations that are historically accurate reproductions; manufacture and installation of thirty-eight (38) exterior doors with twenty-one (21) size design variations that are historically accurate reproductions; repair of mullet stucco on the exterior walls of the building; and the repair of interior plaster on the interior walls of the building.

Historic preservation and architectural services are required and will be provided for this project.

ATTACHMENT B

Estimated Project Budget

Budget Item Number	Description	Grant Funds	Cash Match	In-Kind Match	Subtotal
1	Manufacture and install one hundred and seventeen (117) windows with eighteen (18) size design variations	\$208,033	\$116,667	\$0	\$324,700
2	Manufacture and install thirty eight (38) exterior doors with twenty one (21) size design variations	\$200,000	\$100,000	\$0	\$300,000
3	Repair exterior stucco and interior plaster	\$33,333	\$16,667	\$0	\$50,000
4	Architecture/Historic Preservation Services	\$33,334	\$16,666	\$0	\$50,000
5	Sign acknowledging grant funds	\$300	\$0	\$0	\$300
6	Grant Administration	\$25,000	\$0	\$0	\$25,000
	Total	\$500,000	\$250,000	\$0	\$750,000

ATTACHMENT C

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

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 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, 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 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement 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 2 CFR 200.508.
3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to

have an audit conducted in accordance with the provisions of 2 CFR 200.501, 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). (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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.

U.S. Government Printing Office www.ecfr.gov

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 \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), 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 \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), 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 \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 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).

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/>

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

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:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
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. 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:

Office of Inspector General
Florida Department of State

R. A. Gray Building, Room 114A
500 South Bronough St.
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

3. 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, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. 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 V: 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, CFO, 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, CFO, or Auditor General upon request for a period of at least 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:

Not applicable.

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

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.032. Award Amount: \$500,000

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

RESTRICTIVE COVENANTS

Project Name: Hacienda Hotel Rehabilitation and Preservation, Phase III
Grant Number: 18.h.sc.100.015

THESE COVENANTS are entered into this 27th day of July, 2017 by Marie Iezoni - City of New Port Richey, hereinafter referred to as the Owner, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of Pasco County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at 5621 Main St, New Port Richey, FL, Pasco County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Owner is a grant recipient and 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 \$500,000, to be used for the 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 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 agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner 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 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 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 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 ~~(Name of County)~~ Pasco County *(gm)*, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agree that the Department shall incur no tax liability as a result of these restrictive covenants.

Rept: 1882326 Rec: 27.00
 DS: 0.00 IT: 0.00
 07/27/2017 J. G., Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
 07/27/2017 08:57am 1 of 3
 OR BK 9579 PG 2433

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

[Signature]
Witness Signature

Tracy Overturf
Witness Name Typed/Printed

[Signature]
Witness Signature

Martin Murphy
Witness Name Typed/Printed

[Signature]
OWNER

5919 Main St
Owner's Address

New Port Richey FL 34662
City State Zip

The State of Florida
County of Pasco

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

appeared as Economic Development Dir. for City of New Port Richey
(Name) (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 Known

Executed and sealed by me at 20th, Florida on July 2017

[Signature]
Notary Public in and for

The State of FL

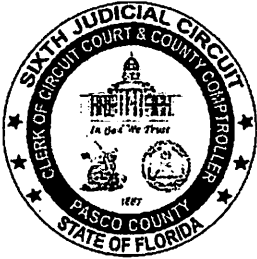
My commission expires: 3/18



[SEAL]

Exhibit "A" Legal Description

LOTS 1, 2, 3, 11, 12, 13, 14, 15 & 16 in BLOCK 3 of the CITY OF NEW PORT RICHEY, FLORIDA said lots and blocks being designated in accordance with the PORT RICHEY'S LAND COMPANY'S PLAT OF BLOCK "B", recorded in Plat Book 2, Page 46 and according to REVISED PLAN FOR TOWN OF NEW PORT RICHEY, recorded in Plat Book 4, Page 49, of the public records of Pasco County otherwise known as Parcel 05-26-16-001A-00300-0010.



Office of PAULA S. O'NEIL, Ph.D.
Clerk & Comptroller
PASCO County, Florida

Jul 27, 2017 08:57 AM

Receipt # 1882326 Drawer WGR014W
NEW PORT RICHEY CITY OF
Operator: J. Gibson
Amount 27.00

Instrument # 2017-117787 Type 0493
Book # 9579 Page # 2433 Time 08:57 AM
Recording Fee 27.00
Reference: MARIO 727-853-1019

Escrow Acct: 115030 27.00
Escrow Bal Jul 27, 2017: -336.50



State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax: (850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000386
IRS Name: CITY OF NEW PORT RICHEY

Address: 5919 MAIN STREET
NEW PORT RICHEY, FL
34652-2785

Business Designation: Government Entity

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I **am not** subject to backup withholding because:
 - (a) I am exempt from backup withholding **or**
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
 - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: SUSAN L MARSHALL
Preparer's Title: FINANCE SPECIALIST
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Email: marshallsl@cityofnewportrichey.org

Date Submitted: 10/05/2011

Bender Architectural Fee Proposal						
Grants	Award	Architectural Fees	Travel	Total	Percent	DHR Allowable
Small-Matching	\$ 100,000	\$ 9,889		\$ 9,889	9.9%	\$ 9,889
Special Category	750,000	50,000	5,500	55,500	7.4%	67,214
Total	\$ 850,000	\$ 59,889	5,500	\$ 65,389	7.7%	\$ 77,103

** Benders Fees are 11,714 under Divisions of Historic Resources Allowable.