



Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date December 14, 2021

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: First Amendment to Historic Preservation Grant Award Agreement # 2021-02 for the A.P. Dickman House Designated Historic Landmark, 120 Dickman Drive S.W.

Department Name: Development Services

Contact Person: Joseph Moreda

Contact Phone: (813) 276-8379

Sign-Off Approvals:

 12/2/2021

Assistant County Administrator Date

 12/2/2021

Management and Budget – Approved as to Date
Financial Impact Accuracy

 12/2/2021

Department Director Date

 12/2/2021

County Attorney – Approved as to Legal Date
Sufficiency

Staff's Recommended Board Motion:

Approve the attached First Amendment to Historic Preservation Grant Award Agreement # 2021-02 to extend the project completion date from September 1, 2021 to September 1, 2022 for repairs and improvements to the A.P. Dickman House Designated Historic Landmark as requested by the grantee due to the unforeseen lack of available contractors and supplies caused by pandemic disruption of the building and repair industry which has prevented completion of the project by the originally designated date.

Financial Impact Statement:

The project completion date will move from FY 21 to FY 22 with the proposed extension. The non-departmental budget allotment for FY 22 includes \$25,000 in available matching grant funds to encourage preservation of the County's designated historic landmarks. The subject grant extension, if approved, will reduce available funds in the program by a maximum of \$12,500, leaving a balance of \$12,500.

Background:

The Historic Preservation Grant Program was established by the Board of County Commissioners in June 2006 (and revised in 2007 and 2010) to financially assist owners of certain locally designated Historic Landmarks (single-family homes and those owned by non-profit groups) within unincorporated Hillsborough County in performing approved exterior and structural renovations. The program is currently funded through a non-departmental budget allotment, with \$25,000 in funds being allotted each of the last several fiscal years. Under the program's guidelines, grants may be approved for no more than 50 percent of the project's estimated cost and property owners are required to match the grant value in cash or in-kind services (material and/or professionally rendered labor). Additionally, the grant may not exceed more than 50 percent of the amount allotted to the grant fund each year. Grant recipients are responsible for the full cost of the approved project then, upon completion, must submit a request for reimbursement for the amount of the grant award or 50 percent of the actual cost of the work, whichever is less.

As the reviewing entity designated by the BOCC to determine that a project meets the requirements of the Historic Preservation Grant Program, the Historic Resources Review Board reviewed Matching Grant Application # 2021-02 on February 16, 2021. According to the cost estimate submitted by the

applicant, he will expend \$25,952.18 for repairs to the front porch and columns; exterior painting; replacing the roof on the attached carport; repairing the house roof and fascia; and replacing second floor jalousie windows and door with period appropriate windows and door. The HRRB voted to recommend approval of a maximum grant award of \$12,500 or 50% of actual project cost, whichever is less, to the BOCC. The Board approved the recommended grant on April 13, 2021. The grant agreement includes a project completion date of September 1, 2021 and stipulates that no costs incurred after the completion date are eligible for reimbursement without approval of the County to extend the completion date.

The grantee has requested an extension of the completion date to September 1, 2022 due to the unforeseen lack of available contractors and supplies caused by pandemic disruption of the building and repair industry which has prevented completion of the project by the originally designated date.

The First Modification to Historic Preservation Grant Award Agreement # 2021-02 has been executed by the landowner and is attached for Board approval and execution.

List Attachments:

First Modification to Grant Award Agreement # 2021-02; Historic Preservation Grant Award Agreement # 2021-02

**First Modification to Hillsborough County
Historic Preservation Grant Award Agreement
Grant No. 2020-02**

This First Modification to an Historic Preservation Grant Award Agreement ("First Modification") is made and entered into this ____ day of _____, 2021, by and between Arthur Miller (hereinafter referred to as the "Grantee"), and Hillsborough County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

WHEREAS, Grantee is the owner of the property located at 120 Dickman Drive S.W., Ruskin, Florida (hereinafter the "Property"), which Property has been previously designated a local historic landmark pursuant to Section 3.03.03 of the County's Land Development Code; and

WHEREAS, the County has established an Historic Grant Award Program for the purpose of assisting owners of local historic landmark properties in performing certain property renovations, thereby encouraging the maintenance and preservation of the County's local historic resources as well as encouraging the owners of non-landmark designated historic property within the unincorporated County to seek landmark designation of their property; and

WHEREAS, on or about April 13, 2021, the County and the Grantee entered into an Historic Preservation Grant Award Agreement (the "Agreement") under the Historic Grant Award Program, pursuant to which the County agreed to reimburse the Grantee an amount of up to a maximum of \$12,500 for certain repairs and/or renovations to the Property in accordance with the Secretary of Interior's Standards for Rehabilitation and such other terms as are set forth in the Agreement (hereafter, the "Project"); and

WHEREAS, the Agreement requires the Project to be completed by September 1, 2021; and

WHEREAS, the Grantee has requested an extension of time for completion of the Project due to the lack of available contractors and supplies due to pandemic disruptions of the repair industry; and

WHEREAS, the County and the Grantee wish to amend the Agreement to provide for an extension of time for completion of the Project until September 1, 2022.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree that the Agreement shall be modified as follows:

1. Paragraph II.A. of the Agreement is hereby modified to change the Project completion date from September 1, 2021 to September 1, 2022. All other provisions of Paragraph II.A. shall remain as set forth in the Agreement.

2. This First Modification may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
3. The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.
4. Except as amended in this First Modification, the County and the Grantee hereby ratify and reaffirm the Agreement in its entirety. This First Modification shall be deemed an integral part of the Agreement, and the terms of this First Modification shall control over any conflicting term contained in the Agreement.

ATTEST:
CINDY STUART, Clerk of Circuit Court

Deputy Clerk

HILLSBOROUGH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Chair

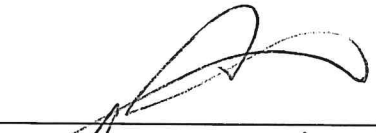
APPROVED BY COUNTY ATTORNEY

Approved as to Form and Legal Sufficiency

Signature of Property Owner:

Printed Name:

Date:

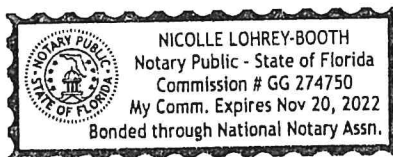

Arthur M. Miller
5 Nov 21

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11-5-21 (date) by Arthur M. Miller (name of person acknowledging), who is personally known to me or has produced FD (type of identification) as identification.

[Notary Seal]




Notary Public

Nicole Lohrey Booth
Name typed, printed or stamped
My Commission Expires: 11-20-22

Hillsborough County
Historic Preservation Grant Award Agreement
Grant No. 2021-02

This HISTORIC PRESERVATION GRANT AWARD AGREEMENT is made and entered into this 13th day of April, 2021, by and between Arthur Miller (hereinafter together referred to as the "Grantee"), and Hillsborough County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

WHEREAS, Grantee is the owner of the property located at 120 Dickman Drive S.W., Ruskin, Florida (hereinafter the "Property");

WHEREAS, the Property has been previously designated a local historic landmark pursuant to Section 3.03.03 of the County's Land Development Code;

WHEREAS, the County has established an Historic Grant Award Program for the purpose of assisting owners of local historic landmark properties in performing certain property renovations, thereby encouraging the maintenance and preservation of the County's local historic resources as well as encouraging the owners of non-landmark designated historic property within the unincorporated County to seek landmark designation of their property;

WHEREAS, the Grantee has applied for an Historic Grant Award for the purposes of performing the repairs and/or renovations to the Property as described in the Grantee's application, a copy of which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, at a public meeting on February 16, 2021, the County's Historic Resources Review Board ("HRRB") reviewed the Grantee's application pursuant to the criteria established under the Historic Preservation Grant Award Program, and recommended approval of the Grantee's application pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

I. Scope of the Project

The Grantee shall cause the work on the Property as described in **Exhibit A** to be completed in accordance with the plans submitted to and approved by the County. The work to be completed (hereinafter referred to as the "Project") is described generally as follows:

- **Repair front porch deck and pillars.**
- **Paint exterior of house.**
- **Replace roof on attached carport.**

- **Repair roof and facia on house.**
- **Replace second-floor jalousie windows and door.**

Minor changes to the scope of work for Project, as determined by the County, may be approved administratively through the County's Development Services Department. All changes must comply with the Secretary of Interior's Standards for Rehabilitation.

II. Terms and Conditions for Performance of the Project

The Grantee agrees to perform the Project in accordance with the following specific conditions:

- A. The Grantee agrees to complete the Project by September 1, 2021 (the "Completion Date") and to submit the Project Completion and Expenditure Report, a form of which is attached hereto as **Exhibit B**, within 30 days of completion of the Project. No costs incurred prior to the commencement date of this Agreement are eligible for payment from grant funds. No costs incurred after the Completion Date will be eligible for payment without the written agreement of the County to extend the Completion Date.
- B. The County shall not assume any liability for the acts, omissions or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions, or negligence to the County. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants, subcontractors or employees.
- C. The Grantee agrees to indemnify and hold the County and the Hillsborough County Board of County Commissioners harmless from and against any and all claims or demands for damages, either at law or in equity, including attorneys fees and court costs, that may hereafter at any time be made or brought by anyone on account of personal injury, property damages, loss of monies, or any other loss, caused or allegedly caused as a result of any negligent or intentional act or omission of the Grantee, its agents, servants, subcontractors or employees, arising out of any activities performed under this Agreement.
- D. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be

solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- E. All Project work must be completed by qualified professionals or licensed contractors. The grant awarded herein may not be used for compensating the Grantee or any individual residing on the Property for services performed, nor may the value of the services performed by the Grantee or any individual residing on the Property be considered in determining the Total Approved Expenditures for the Project, as set forth in section III of this Agreement.
- F. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws and regulations. The Grantee or its agent shall obtain all permits required to complete the Project work.
- G. All Project work must be in compliance with Secretary of the Interior's Standards for Rehabilitation.
- H. All Project work must be completed in conformance with the plans submitted to and approved by the County.
- I. The Grantee agrees that appropriate representatives of the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Agreement are being observed.
- J. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, disability, national origin, age, gender, marital status, sexual orientation or gender identity or expression.
- K. The County shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant awarded herein.

III. Grant Award Payment

- A. The County agrees to pay the Grantee up to a maximum of \$12,500.00 dollars ("the Maximum Grant Amount"), which amount shall represent no more than fifty percent (50%) of the Grantee's Total Approved Expenditures for the Project, as set forth on Exhibit B and as approved by the County through its designee. In the event that the Maximum Grant Amount exceeds fifty percent (50%) of the Grantee's Total Approved Expenditures for the Project, the Maximum Grant Amount shall be reduced so that it equals but does not exceed fifty percent (50%) of the Grantee's Total Approved Expenditures.

- B. In order for any expenditure to qualify for payment, it must be properly documented, and for a charge which is reasonable in amount and directly related to and necessary for the completion of the Project.
- C. Within 30 days of completion of Project, the Grantee shall submit the completed Project Completion and Expenditure Report form to the County's Development Services Department. The grant payment shall be payable upon receipt and verification of the Grantee's Project Completion and Expenditure Report, including verification of payment by the Grantee of the Grantee's Total Approved Expenditures.
- D. Payment for Project costs will be contingent upon all authorized Project work being in compliance with the aforementioned Secretary of the Interior's Standards for Rehabilitation, and the inspection and approval of the County. Payment for Project costs will also be contingent upon all Project work being in substantial compliance with the County approved plans for the Project. Payment shall be made to the Grantee, and under no circumstances will payment be made to any contractor, subcontractor or any other person or entity other than the Grantee.

IV. Choice of Law

This Agreement is executed and entered into Hillsborough County, Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.

V. Severability

If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

VI. Independent Contractor

The Grantee agrees that its agents, subcontractors and employees in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of Hillsborough County. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of Hillsborough County.

VII. Assignment and Successors-In-Interest

- A. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. If the County approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement.
- B. This Agreement shall bind the successors, assigns and legal representatives of the Grantee.

VIII. Termination

- A. When the Grantee has materially failed to comply with the terms and conditions of the grant, the County may terminate the grant after giving the Grantee a 30-calendar-day notice and an opportunity to show cause why the grant should not be terminated. The notice of default will detail any corrective action required of the Grantee, unless it is determined by the County that the default is of a nature that cannot be cured. The grant shall be terminated by the County if the Grantee fails to respond in writing to notification of default within 30 calendar days of receipt of such notification by the Grantee.
- B. The County or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

IX. No Waiver of Sovereign Immunity

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

X. Entire Agreement/Amendment

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

XI. Availability of Funds

The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and/or the availability of funds through contract or grant programs.



ATTEST:
CINDY STUART, Clerk of Circuit Court

Deborah J. [Signature]
Deputy Clerk

HILLSBOROUGH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Patricia [Signature]*
Chair

APPROVED BY COUNTY ATTORNEY

Nancy Y. Takemori
Approved As To Form and Legal Sufficiency

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 21-0369

[Signature]

Signature of Property Owner:

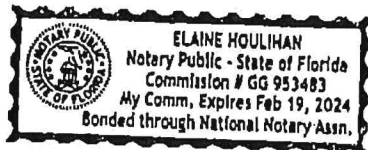
Printed Name:

Date:

Arthur M. Miller
23 Mar 2021

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 23 day of March, 2021, by means of ☒ physical presence or ☐ online notarization, by Arthur Miller, owner of property located at 120 Dickman Dr SW Ruskin, FL 33570. S/he is personally known to me or has produced Florida Drivers license as identification.



[Signature]
NOTARY PUBLIC
My Commission Expires: 2/19/24