

# FRDAP GENERAL ADMINISTRATION CONTRACT

This FRDAP General Administration Contract entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Fred Fox Enterprises, Inc., hereinafter referred to as the Grantsman, and the Town of Micanopy, hereinafter referred to as the Local Government.

## WITNESSETH THIS RECITAL:

**WHEREAS**, the Local Government has been awarded FRDAP grant number P25088 for the Micanopy Native American Heritage Preserve, hereinafter referred to as the "Project", and

**WHEREAS**, the Grantsman is now available, willing and qualified to perform professional services in connection with the Project, to-wit;

**NOW THEREFORE**, the participants hereto agree as follows:

## ARTICLE I

### SCOPE OF SERVICES OF THE GRANTSMAN

The Grantsman's responsibilities in regard to the subsection "Scope of Services of the Grantsman" shall be: to compile information from the local government as it relates to the specific grant described herein, and to develop from the compiled information any necessary documentation to carry out the administration of this grant.

**WHEREAS**, the Local Government is desirous that the Grantsman perform such services regarding the Project the Local Government does now engage the Grantsman to perform such services noted above on the Project and the Grantsman agrees to perform such services to-wit;

To serve the Local Government as its professional representative and coordinate various phases of the Project to which this grant contract applies, and

To advise the Local Government of the Procurement and record keeping involving the grant, and

To prepare all Request for Reimbursements involving the grant, and

To meet with Local Government staff and volunteers to ensure the grant operates in a smooth and efficient manner, and

To prepare all required reports and close out documents.

## **ARTICLE 2**

### **RESPONSIBILITY OF THE LOCAL GOVERNMENT**

The Local Government's responsibility in regard to the subsection "Responsibility of the Local Government" shall be:

1. To encourage the personnel of the Local Government to cooperate and assist the Grantsman in the compiling of data associated with the project.
2. To provide the items needed to complete the "Commencement Package" including the boundary survey and thirty (30) year title search and local government insurance documentation.
3. To solicit for and contract with vendors to provide and/or install the equipment and materials needed to carry out the activities included in the work plan included in the DEP contract for the project.
4. To oversee the installation of the equipment and materials included in the DEP contract for the project.
5. To provide all information needed by the Grantsman to prepare the necessary reports and request for reimbursements by the Local Government required to carry out the project.

## **ARTICLE 3**

### **RESPONSIBILITY OF THE GRANTS MAN**

The Grantsman's responsibility in regard to the subsection "Responsibility of the Grantsman" shall be:

1. To prepare the "Commencement Package" for review and execution by the Local Government and submission to DEP.
2. To prepare all "Project Status Reports" required by DEP to carry out the grant.
3. To prepare "Requests for Reimbursement" for review by the Local Government and submission to DEP.
4. To prepare any contract amendment requests desired by the Local Government for submission to DEP.

5. To work with the Local Government to insure all procurements of goods and services required to carry out the project are carried out in compliance with the Local Governments Purchasing or Procurement Policy.
6. Prepare the "Closeout Package" required by DEP to complete the project.

#### **ARTICLE 4**

##### **PERIOD OF PERFORMANCE**

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon approval of the final closing documents submitted for the FRDAP project, as noted herein, by the Florida Department of Environmental Protection, Division of Recreation and Parks.

#### **ARTICLE 5**

##### **COMPENSATION**

The Local Government agrees to pay the Grantsman in the following manner not to exceed Five Thousand Dollars and No/100 Cents (\$5,000.00), structured as follows:

	Accomplishments	Amount
1.	The submission of all Pre-reimbursement/ Commencement Documents to the State and the acceptance of these documents by DEP	\$ 1,250.00
2.	The commencement of construction on the project	\$ 1,250.00
3.	The completion of construction	\$ 1,250.00
4.	The acceptance of the closeout by DEP	\$ 1,250.00

#### **ARTICLE 6**

##### **LOCAL GOVERNMENT CONTACT PERSON**

The contact person who will represent the Local Government in all matters pertaining to the project shall be Sara Samario, Town Administrator, or her designee.



## **ARTICLE 7**

### **CONFLICT OF INTEREST**

The Local Government having been so advised by the Grantsman does hereby recognize that the Grantsman has provided similar services in the past to other Local Governments and Business Entities and may be so engaged in a similar project at this time or in the future and the parties agree that these projects by the Grantsman do not constitute a conflict of interest with the project.

## **ARTICLE 8**

### **ACCESS TO AND RETENTION OF RECORDS**

The Grantsman understands all records made or received by the Grantsman in carrying out the project referenced herein are public records. The Grantsman shall allow public access to all documents, papers, letters and other material made or received by the Grantsman in carrying out this grant and subject to disclosure under Chapter 119 Florida Statutes and Section 24(a) Article 1, Florida Constitution. The Grantsman shall retain all books, records and documents directly pertinent to carrying out this grant project for a minimum of five (5) years following DEP's closeout of the grant project.

## **ARTICLE 9**

### **SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Grantsman of the Grantsman during the period of this contract.

## **ARTICLE 10**

### **CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

## **ARTICLE 11**

### **E-VERIFY DUTY OF ADMINISTRATOR**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Administrator, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Administrator shall provide Local Government, and require each of its subcontractors to provide Administrator, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Administrator shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The Local Government, Administrator, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The Local Government, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Administrator otherwise complied, shall promptly notify Administrator and Administrator shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Administrator acknowledges that upon termination of this Agreement by the Local Government for a violation of this section by Administrator, Administrator may not be awarded a public contract for at least one (1) year. Administrator further acknowledges that Administrator is liable for any additional costs incurred by the Local Government as a result of termination of any contract for a violation of this section.

e. Subcontracts. Administrator or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection,

requiring the subcontractors to include these clauses in any lower tier subcontracts. Administrator shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **ARTICLE 12**

### **SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the TOWN.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the TOWN determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

## **ARTICLE 13**

### **HUMAN TRAFFICKING**

Upon execution of this Contract, VENDOR hereby attests under penalty of perjury that its organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of its



organization.

ARTICLE 14

GRANTSMAN’S NOTICE REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Grantsman that the Grantsman will not be responsible for any Federal, State or Local requirements that must be completed and submitted by the engineer and/or architect with relationship to the project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

Jiana Williams, Mayor

ATTESTED BY:

Sara Samario, Town Administrator

GRANTSMAN:

Fred D. Fox  
Fred D. Fox, Administrator  
Fred Fox Enterprises, Inc.

Mel N. Fox  
Melissa N. Fox,  
Project Manager  
Fred Fox Enterprises, Inc.