

A G R E E M E N T

No.

This AGREEMENT entered into this ____ day of _____, 2008 by and between the CITY OF TALLAHASSEE (“City”) and the Tallahassee Trust for Historic Preservation, Inc. (“TTHP”).

WHEREAS, the CITY on the 24th day of September, 2008, authorized and approved funding in the amount of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$87,875.00) for the period of October 1, 2008 through September 30, 2009 to the TTHP for assistance in implementing a program to provide historic preservation services as outlined in the Executive Summary of Services included as ATTACHMENT “A”; whereas, the City and TTHP desire to enter into AGREEMENT regarding the provision of these services.

NOW, THEREFORE, for valuable consideration and mutual promises between the parties hereto, it is agreed as follows:

1. FUNDING:

The CITY hereby agrees to provide the TTHP the sum of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$87,875.00) to be disbursed in two payments (October 2008 and April 2009), to assist in the establishment and implementation of a program to continue to implement its program of providing historic preservation services in accordance with ATTACHMENT “A”. It is understood that the TTHP will work to secure additional support dollars of cash and in-kind contributions during the period October 1, 2008 through September 30, 2009 to increase its financial stability and performance capability.

2. SCOPE OF PROGRAM:

The TTHP will continue to implement its program of providing historic preservation services as specifically described in ATTACHMENT “A”.

3. TIME OF PERFORMANCE:

The TTHP shall operate the program from October 1, 2008 through September 30, 2009. The TTHP shall keep the CITY advised of its performance by providing quarterly progress reports or

other documentation as requested by the CITY and an annual activity report. The program may be extended beyond this time period at the sole discretion of the City Commission and subject to satisfactory performance of services by the TTHP.

4. PERSONNEL:

The TTHP represents that it has, or will secure at its own expense, all personnel required for the establishment and maintenance of the program under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All services required hereunder will be performed by the TTHP or under its supervision and all personnel engaged in this program shall be fully qualified and authorized under appropriate state and local laws to perform such services. The activities of the TTHP are overseen and governed by a board of directors currently consisting of those persons named in Exhibit B, which is attached hereto and by reference incorporated herein.

5. REPORTS:

A written report reflecting the overall TTHP activities, operation (revenues and expenditures), and progress made in providing the historic preservation services described in ATTACHMENT "A" shall be submitted by the TTHP to the CITY on a quarterly basis, with an annual summary. The quarterly reports shall be submitted within thirty days of the close of each quarter and the annual report no later than October 31, 2009. The quarterly and annual reports should also separately detail CITY funding and related expenditures. The quarterly and annual reports shall be prepared in a format mutually agreed upon by the CITY and TTHP. Specifically, a narrative description and numerical counts or measures indicating the level of performance should be provided for the itemized services reflected in ATTACHMENT "A". The TTHP Board of Directors will be responsible for the submission of these reports to the CITY.

6. TERMINATION OF CONTRACT:

If the TTHP fails to timely and properly fulfill its obligations under this AGREEMENT, the CITY shall have the right to terminate the AGREEMENT by giving written notice to the TTHP Board of Directors regarding the termination and specifying the reasons for, and effective date of, such termination. The effective date of termination shall be at least fifteen days after the date of the notice. In the event of termination of this AGREEMENT by the CITY, the TTHP Board of Directors shall, within fifteen days after notice of termination is received from the City, shall pay

to the CITY all unexpended and/or non-obligated funds previously provided by the CITY, and shall terminate all work and other contracts in regard to this AGREEMENT.

7. CHANGES:

Any substantial change in the scope of the program as outlined in ATTACHMENT “A” or other modification or change in this AGREEMENT is subject to approval by the parties hereto and shall not take effect unless set forth in writing, and signed by all parties. Whether a change is considered to be substantial shall be determined by the Assistant City Manager for Development and Transportation Services or his designee. Any change in the scope of services to be provided may, if approved in advance by the parties, result in an agreed upon increase or decrease in the compensation provided by the CITY.

8. COMPLIANCE AUDIT:

If the TTHP expends less than \$500,000 in a year from City awards, the TTHP is exempt from CITY audit requirements for that year. If the TTHP expends \$500,000 or more in a fiscal year from the CITY, State, or Federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the TTHP shall provide the CITY contracting office and the City Auditor, for their review, a copy of any audit received as a result of Agency policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state grants and aids under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the City Auditor's findings and recommendations. All audits shall be submitted to the CITY and the City Auditor within thirty days of receipt of each issued report. The CITY reserves the right to conduct financial and program monitoring and to perform an audit of the Agency's records. An audit by the CITY may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this AGREEMENT.

9. ASSIGNMENT:

The TTHP shall not assign, transfer or otherwise convey any interest in this AGREEMENT without the prior written consent of the CITY. The CITY and the TTHP each binds itself to the fulfillment of all obligations under this AGREEMENT.

10. INSURANCE AND INDEMNIFICATION:

The TTHP will obtain and maintain, at its expense and throughout the term of this Agreement, commercial general liability insurance, naming the City as an additional insured, with a liability limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and directors' and officers' insurance with a liability limit of no less than One Million Dollars (\$1,000,000). So long as such insurance remains in force and effect, the liability of the TTHP, its officers, directors, and employees, to the City shall be limited to the amounts of such insurance coverage.

The TTHP, subject to the limitation on liability set forth in the preceding paragraph, will indemnify, save and hold the CITY harmless from any and all actions, claims or liabilities arising from or out of the TTHP's performance or lack of performance under this AGREEMENT.

11. ATTORNEY'S FEES:

Nothing in this AGREEMENT shall be construed to deny either party the right to seek what legal remedies are available to them, in law or in equity including, but not limited to court costs and attorney's fees as permitted by law for bringing the action against the breaching party for non-compliance with covenants of this AGREEMENT.

12. EQUAL EMPLOYMENT OPPORTUNITY:

The TTHP shall not discriminate, directly or indirectly, on the grounds of race, color, religion, sex, age or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The TTHP shall post in conspicuous places available to employees and applicants for employment, notices as provided by the CITY setting forth the provisions of this nondiscrimination clause. The TTHP shall incorporate this provision in all subcontracts for services provided under this AGREEMENT.

13. CONTINGENT FEE:

The TTHP warrants that no person or company has been employed or retained to solicit or secure this AGREEMENT upon an AGREEMENT or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has the TTHP paid or agreed to pay any person, company, corporation, or firm other than an employee, any fee, commission, contribution, donation, percentage, gift or any other consideration contingent upon, or resulting from award of this AGREEMENT. For any breach or violation of this paragraph, the City, without liability and, at its discretion, may deduct from the compensation payable hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where and when appropriate.

14. RECORDS:

The TTHP shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly the amount of funds received and the disposition by the TTHP of all compensation received for its work and services. The TTHP records shall be subject at all reasonable times to inspection, copy and audit by the CITY and any of its authorized representatives and to the Florida Public Records Act. The TTHP shall preserve and make all records available pursuant to the Florida Public Records Act and CITY policies implementing that act.

ATTACHMENT A: EXECUTIVE SUMMARY OF HISTORIC PRESERVATION SERVICES TO BE PROVIDED TO THE CITY OF TALLAHASSEE.

ATTACHMENT B: DIRECTORS OF THE TALLAHASSEE TRUST FOR HISTORIC PRESERVATION, INC.

THE TALLAHASSEE TRUST FOR HISTORIC PRESERVATION, INC.

Michael Wing, Executive Director
Witness as to TTHP

By: _____
Laura Lee Corbett, Chairperson
(Type or print name and title of signatory)

Tiffany Baker, Office Manager
Witness as to TTHP

CITY OF TALLAHASSEE

Attest:

Gary Herndon
City Treasurer-Clerk

By: _____

(Type or print name and title of signatory)

Approved as to form:

City Attorney

TALLAHASSEE TRUST FOR HISTORIC PRESERVATION, INC.
Executive Summary of Services
FY 2009

The Tallahassee Trust for Historic Preservation, Inc., (TTHP) will provide the following services to the City of Tallahassee:

- Assist the City in fulfilling its requirements under the Federal Certified Local Government Program, including submittal of a Certified Local Government annual report to appropriate local and state governments and maintain and house the Local Register of Historic Places.
- Maintain and house informational files on all historic resources in Tallahassee and Leon County in the TTHP Special Collections Library and Research Center. The library and research center is open to the public on a regular basis.
- Provide staff to serve the Tallahassee-Leon County Architectural Review Board (ARB).
- Coordinate activities for the ARB in accordance with the ARB By-Laws that include scheduling meetings, preparing ARB orientation workshops, and historic preservation technical and educational training sessions.
- Provide historic preservation planning assistance.
- In accordance with Section 10.4D Chapter 27, City Code of Ordinances, as it may be amended from time to time, provide assistance in rehabilitation and processing of Certificate of Appropriateness Applications for owners of property listed on the Local Register of Historic Places and zoned Historic Preservation Overlay.
- Assist in preparing and coordinating National Register Nomination proposals.
- Assist the City in preparing historic preservation grant applications for survey and planning projects.
- Assist the City's Economic Development Department to process the City's Historic Property Grant and Loan applications.
- Assist the City in fulfilling the goals and objectives of the Historic Preservation element of the Tallahassee-Leon County Comprehensive Plan.

Tallahassee Trust for Historic Preservation, Inc.
Executive Summary of Services, FY 2009

Attachment A, Page Two

- Submit TTHP quarterly reports and annual progress reports to the City.
- Coordinate and process historic preservation permits to facilitate City of Tallahassee Growth Management Department permits related to historic properties per the Historic Preservation Element of the Tallahassee-Leon County Comprehensive Plan

ATTACHMENT B

**TALLAHASSEE TRUST FOR HISTORIC PRESERVATION, INC.
BOARD OF DIRECTORS**

FY 2008-2009

Laura Lee Corbett, Chairperson

Edwardo Robles, Vice-Chairperson

Benjamin K. Phipps, Treasurer

Andrew McLeod, Secretary

Valerie Jean Conner, PhD

Scott Edwards

Judy Etemadi, PhD

Jennifer Koslow, PhD

Don Lanham

Randy Lewis

Arleen Pabon, PhD

Doris Pollock

Phil Summers

Francis Ventre, Ph.D.