

CITY OF TALLAHASSEE AND
TALLAHASSEE TRUST FOR HISTORIC PRESERVATION COMMISSION
AGREEMENT ("Agreement")
No. 992728

THIS AGREEMENT is made and entered into this 25 day of October 2025 (the "Effective Date") by and between the CITY OF TALLAHASSEE (the "City"), a Florida municipal corporation, and the TALLAHASSEE TRUST FOR HISTORIC PRESERVATION COMMISSION ("TTHP"), a Florida non-profit corporation. The City and TTHP may collectively be referred to as the "Parties."

WHEREAS September 17, 2025, the City Commission authorized and approved funding for TTHP for historic preservation services for the 2025-2026 fiscal year: and

WHEREAS, TTHP has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound agree as follows:

1. Scope of Services. TTHP shall provide the services described in the Executive Summary of Services, attached as Exhibit A, and incorporated into this Agreement (the "Services").
2. Funding. The City Commission has authorized funding for the Services in the amount of eighty thousand dollars (\$80,000.00) which shall be disbursed as follows:
 - a. Initial Payment. An initial payment of forty thousand dollars (\$40,000.00) shall be disbursed to TTHP within thirty (30) days of execution of this Agreement.
 - b. Conditional Second Payment. A second and final payment of forty thousand dollars (\$40,000.00) shall be disbursed to TTHP in April 2026, subject to the terms and conditions in this Agreement. The City, in its sole discretion, reserves the right to reduce or eliminate the second payment as determined by the City Manager following the City's mid-year budget review. In the event the City reduces or eliminates the second payment, the Parties will amend the Scope of Services under this Agreement.
3. Availability of Funding; Budget Approval. This Agreement is contingent upon the availability of funding and budget approval by the City. In the event funds or budget approval are not available, the City may terminate this Agreement by written notice to TTHP.
4. TTHP Solicitation of Contributions. TTHP will work to secure additional financial support, including cash and in-kind contributions, during the term of this Agreement to increase its financial stability and performance capability.
5. Personnel. TTHP has, or will secure at its own expense, all personnel required to conduct the Services, and such personnel shall be fully qualified and licensed, as required, under any applicable law. TTHP shall be deemed an independent contractor and the employees of TTHP,

and any of its contractors or subcontractors and the employees thereof, shall not be deemed to be employees of the City. None of the provisions of this Agreement shall be interpreted or deemed to create any relationship between the City and TTHP other than that of independent contractors. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, between the City and TTHP, between the City and any employee of TTHP, or between TTHP and any employee of the City.

6. Reports. TTHP shall submit written reports to the City concerning its activities, operations, and performance of the Services on a quarterly basis and an annual summary report at the end of the calendar year. The quarterly reports shall be submitted within thirty (30) days of the close of each quarter and the annual report no later than December 31, 2026. The quarterly and annual reports shall be prepared in a format mutually agreed upon by the City and TTHP and shall include a narrative description of the Services provided and how such Services apply to the performance measures agreed upon by the City and TTHP.

7. Records and Audit. TTHP shall maintain books and records in accordance with generally accepted accounting principles which shall accurately reflect the disposition of all funding under this Agreement. Such books and records shall be open to and available for inspection and audit by the City upon reasonable notice during the term of the Agreement and for a period of three (3) years following the termination or expiration of this Agreement or the date of the last disbursement of any funding under this Agreement, whichever is later. If TTHP is required to undergo, prepare, or submit to an audit by any other entity or agency, TTHP shall provide a copy of the audit to the City within thirty (30) days of its issue, including any audit management letter issued and any response(s) to the auditor's findings and recommendations.

8. Notices. Any notices required by this Agreement shall be in writing and shall be provided to the following:

As to the City:

Department of Housing and Community Resilience
Attn: Dr. Kimball Thomas, Director
300 South Adams Street, B-27
Tallahassee, FL 32301

As to TTHP:

Tallahassee Trust for Historic Preservation
Attn: Shannon Kuch Executive Director
423 East Virginia Street
Tallahassee, FL 32301

9. Term. The term of this Agreement shall commence on October 1, 2025, and shall remain in full force and effect through September 30, 2026, subject to the terms and conditions as provided herein.

10. Default. TTHP's failure to comply with any provision of this Agreement shall constitute a default upon the occurrence of the failure to comply which the City may, in addition to any

other remedies available to the City, and in its sole discretion, withhold, temporarily or permanently, all, or any unpaid portion of the funding. Upon written notice of default, the City shall have no further obligations to TTHP under this Agreement.

11. Repayment of Funds. TTHP shall repay the City for any unauthorized, illegal, or unlawful expenditure of any City funding. Upon the termination or expiration of this Agreement, TTHP shall return all unexpended City funding to the City.

12. Misuse of Funds. Funds shall be deemed misused when TTHP or its Grantees do not fully comply with the terms governing the use of such funds, in accordance with the provisions of this Agreement. TTHP shall repay all misused funds within fifteen (15) days of delivery of a notice of the misuse of funds to TTHP by the City. Misuse of such funds shall be deemed a material breach of this Agreement and may be, at the sole discretion of the City, grounds for termination of this Agreement.

13. City's Rights and Remedies. Nothing contained herein shall be construed as limiting or waiving any right of the City to pursue any remedy which may be available to it in law or in equity, nor shall anything contained herein act as a limitation of the City's rights in the event TTHP fails to comply with the terms of this Agreement.

14. Attorney's Fees. In the event the City brings any action to enforce any right or obligation contained in this Agreement, it shall be entitled to recover its reasonable attorney's fees and costs in such action.

15. Indemnification. TTHP shall indemnify, save, and hold the City, its officials, officers and employees, harmless from any and all liability claims, damages, losses, expenses, and actions, including without limitation violations or infringement of a trademark, copyright, patent, trade secret, or intellectual property rights and reasonable attorney's fees, arising from or relating to the performance of this Agreement. arising out of any acts, actions, breaches, neglect or omissions related to or arising from the performance of the Agreement

16. Insurance. TTHP will obtain and maintain, at its own 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 of no less than One Million Dollars (\$1,000,000). Insurance is to be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service.

17. Non-discrimination: Compliance with Law. TTHP agrees it will not discriminate on the basis of race, color, gender, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, gender identity, or any other characteristic protected by law and that it will comply with all applicable federal, state, or local laws, rules, and regulations, concerning the Services and any activities, functions, or operations associated with the Services or this Agreement.

18. E-Verify. TTHP, and its subcontractors, must register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take

place prior to execution of this contract. If the TTHP enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to TTHP which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. TTHP is required to maintain a copy of such affidavit throughout the term of this contract.

19. Public Entity Crimes. As required by Florida Statute 287.133(2)(a) in part, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Florida Statute 287.133(2)(b), a public entity may not award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

In accordance with section 287.133. F.S., any person must notify the Department of Management Services within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. TTHP must also notify the City of such conviction within 30 days of the conviction.

20. Public Records.

20.1. Termination. The City may terminate this Agreement for TTHP's refusal to allow access to all public records, as defined in Chapter 119, F. S., made or received by TTHP in conjunction with this Agreement.

120.2. Public Records Custodian.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TTHP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Treasurer-Clerk (850) 891-8130

records@talgov.com

Mailing Address:

City Hall 300 S. Adams Street
c/o Records Division,
Box A-31
Tallahassee, FL 32301

20.3. Contractors Acting on Behalf of a Public Agency. Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall: (a) Keep and maintain public records required by the public agency to perform the service. (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency. (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

21. Assignment. There shall be no assignment, transfer of interest, or delegation of TTHP rights, duties, or responsibilities under this Agreement without the prior written approval of the City.

22. No Waiver. The failure of the City to require performance of any duty or condition under this Agreement shall not affect the City's right to require performance at any time thereafter, nor shall the City's waiver of any condition, breach, or default under this Agreement constitute a waiver of any subsequent failure of such condition, breach, or default.

23. Amendment. This Agreement cannot be altered or otherwise amended except by written instrument signed by the City and TTHP.

24. Severability. In the event any provision of this Agreement is declared or determined to be unlawful or invalid, such declaration or determination shall not affect the remaining provisions of the Agreement.

25. Governing Law; Venue in Leon County; Waiver of Jury Trial. This Agreement shall be governed by and construed under the laws of the State of Florida. Any litigation arising from, concerning, or relating to this Agreement shall be resolved by a court of competent jurisdiction in Leon County, Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

26. Entire Agreement. This Agreement constitutes the entire agreement between the City and TTHP with respect to the subject matter of the Agreement.

IN WITNESS THEREOF, the City and the TTHP have executed this Agreement with the intent to be legally bound.

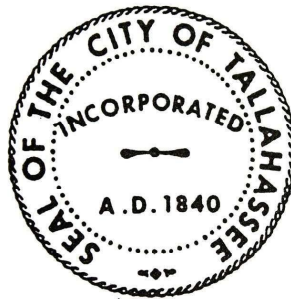
TALLAHASSEE TRUST FOR HISTORIC PRESERVATION

By: *Shannon Kuch*
Shannon Kuch (Oct 23, 2025 13:53:40 EDT)
Shannon Kuch, Executive Director

CITY OF TALLAHASSEE

ATTEST:
James O. Cooke IV
James O. Cooke, IV
City Treasurer-Clerk

Christian Doolin
Christian Doolin (Oct 24, 2025 15:33:17 EDT)
Christian Doolin, Asst. City Manager
for Reese Goad, City Manager



Dated: 10/24/2025

Approval:
Kimball Thomas
Kimball Thomas
Dr. Kimball Thomas
Director, Housing and Community Resilience

Approved as to form:

Kristen L. Coons
Kristen L. Coons (Oct 25, 2025 09:58:46 EDT)
Kristen L. Coons
Sr. Assistant City Attorney

EXHIBIT A

TALLAHASSEE TRUST FOR HISTORIC PRESERVATION, INC.

Executive Summary of Scope of Services FY 2025-2026

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

- 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 to maintain and house the Local Register of Historic Places.
- Maintain and house informational files on all historic resources in the City of Tallahassee and Leon County in the TTHP Special Collections Library and Research Center. The library and research center are 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, including scheduling meetings, preparing ARB orientation workshops, and hosting historic preservation technical and educational training sessions.
- Provide historic preservation planning assistance.
- Aid 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 Department of Housing and Community Resilience in the processing of 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.
- Timely 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.