AGREEMENT

This Agreement is made and entered into the___ day of _____, 2004 by and between Leon County, Florida, a political subdivision of the State of Florida ("County") and the Riley House Museum ("Grantee") and shall end on June 30, 2005.

WHEREAS Leon County has been awarded $11,500 by the Florida Department of State to develop the North Leon County Heritage Trail Program (Program); and

WHEREAS, the Program as funded calls for the County to partner with the Grantee; and

WHEREAS, the funding herein is not construed by the Grantee as a continuing obligation on the part of the County;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse, in an amount not to exceed, six thousand dollars ($6,000) of the aforementioned grant funds for the use and benefit of the Grantee to fund expenses associated solely with those costs as outlined below:

a. Preliminary research/oral history - $2,500
b. Oral history transcription - $2,000
c. Publicity/events - $500
d. Brochure printing - $1,000

2. The disbursement of funds by the County to the Grantee shall be made in two equal payments with the initial payment occurring upon initiation of the Program as reported by the University to the County and the second payment occurring after the Program has been in operation for six months and a bi-annual report has been submitted.

3. The Grantee is to submit, prior to the disbursement of the second payment, acceptable documentation demonstrating that the funds initially received were used for one of the acceptable purposes, listed in Section 1 above.

4. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind County to any contracts or other obligations, and shall not expressly or implicitly represent to any party that Grantee and County are partners or that Grantee is the agent or representative of the County.

5. The Grantee shall provide to the County the following:

a) A certified accounting statement pertaining to the expenditures of funds distributed to the Grantee. The certified accounting statement shall include a separate schedule of revenues and expenditures relative to this Agreement.

b) A program evaluation which addresses the attainment of Program objectives.

6. The Grantee shall comply with all applicable laws, ordinances and regulations governing their operations.

7. The Grantee shall comply with the regulations governing the administration of the Florida Department of State's Historic Grant-In-Aid Program.

8. The Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act.

9. The County, Florida Department of State, Division of Historical Resources, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Grantee which are directly pertinent to this Agreement.

10. To the extent permitted by Section 768.28, Florida Statutes and the Florida Constitution, the Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the performance or non-performance of this Agreement by the Grantee, its delegates, agents or employees or due to any act of occurrence of omission or commission of the Grantee, including but not limited to costs and a reasonable attorney's fee. The County, may at its option, defend itself or allow the Grantee to provide the defense.

11. The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.

12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, and venue for any action arising out of this agreement shall lie in Leon County, Florida.

13. Termination. This agreement may be terminated by the County, upon good cause shown, without notice to the grantee. The County may terminate this agreement without cause with 30 days written notice to the grantee.

WHERETO, the parties have set their hands and seals effective this date whereon the last party executes this agreement.

WITNESSES:

_____

_____

Grantee: Riley House Museum

BY:_____
Name
Title

Date:_____

(Corporate Seal)

Leon County, Florida

by: _____
Jane G. Sauls, Chairman
Board of County Commissioners

Attest: Bob Inzer, Clerk of the Court
Leon County, Florida

by: _____

Approved as to Form:
Leon County Attorney's Office

by: _____
Herbert W. A. Thiele, Esq.
County Attorney