



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #39  
BOMA  
08/24/2010

## MEMORANDUM

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### Memorandum

TO: Board Of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator

DATE: August 19, 2010

RE: Items approved by City Administrator  
On behalf of the Board of Mayor and Aldermen

Through the authority granted by the Board of Mayor and Aldermen, the following items of action were approved by me on your behalf:

- a) Battlefield Preservation Contract

CITY OF FRANKLIN, TENNESSEE  
AGREEMENT  
COF Contract No 2010-0116

THIS AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and CIVIL WAR PRESERVATION TRUST hereinafter referenced as Contractor, who mutually agrees as follows:

**DECLARATIONS.**

**WHEREAS**, City was requested by Contractor to act as a "governmental pass-through entity" for certain land acquisition projects ("Projects"); namely, the purchase of the Fudge Tract and Holt House Tract of the Franklin Battlefield in Franklin, Tennessee; and

**WHEREAS**, the City of Franklin Board of Mayor and Aldermen resolved, in Resolution 2010-29, to act as the governmental pass-through entity for these projects; and

**WHEREAS**, acting as a governmental pass-through entity involves the City receiving grant funds from the United States Department of the Interior, National Park Service (NPS), and immediately transferring the funds to Contractor; and

**WHEREAS**, as a condition for receiving these funds, the City must enter into a Grant Agreement with the NPS, which sets out terms and conditions; and

**WHEREAS**, the City desires and the Contractor agrees that Contractor shall be solely responsible for reporting requirements and other terms as set out by the Grant Agreement.

**NOW THEREFORE:**

1. The foregoing recitals are referenced and included as if stated fully herein.
2. **SCOPE OF SERVICES.** Contractor shall provide all services for the Projects in accordance with the Grant Agreement. The City shall not be responsible for any requirements set forth in the Grant Agreement. The Grant Agreement as found in Attachment A shall be considered as an integral part hereof.

3. Consultant shall submit copies of all documents related to the Projects to the City's Planning and Sustainability Department, Historic Preservation Office.
4. City shall transfer grant funds to Contractor upon receipt of the funds via the SMARTLINK system, as provided by the Grant Agreement.

This Agreement is Entered Into this \_\_\_\_\_ Day of \_\_\_\_\_ 201\_\_.

BY: \_\_\_\_\_  
Contractor's Signature  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: Eric S. Stuckey  
Eric S. Stuckey  
City Administrator  
Date: 8-19-2010