

PROPERTY MANAGEMENT AGREEMENT

This PROPERTY MANAGEMENT AGREEMENT, is effective on the date the last party executes the Agreement, by and between the City of Columbia, Missouri, a Municipal corporation (“City”), and Boone County Historical Society, a Missouri non-for-profit corporation (“Manager”) hereinafter jointly the (“Parties”).

WHEREAS, City is the owner of the building commonly known as the Maplewood Home located at 2900 East Nifong Boulevard, and 3700 Ponderosa Street, Columbia, Missouri 65201 (the “Maplewood Home”); and

WHEREAS, City desires to have Manager operate the interior of the Maplewood Home as a public historical museum and gallery of historic objects; and

WHEREAS, the Maplewood Home is located within the Nifong Memorial Park which is dedicated to be used for public park purposes and all the external grounds are excluded and shall be at all times under the control City Parks and Recreation Department (the “Park”); and

WHEREAS the Parties have a joint interest in the historical preservation and the public viewing of the Maplewood Home and the presentation of historic objects of the Boone County Historical Society; and

WHEREAS, the Parties acknowledge and agree that the furnishings and tangible personal property located within the Maplewood Home, as of the date of this Agreement, are the property of Manager as set forth in Attachment A the “Manager Inventory” and the property of City as set forth in the Attachment B the “City Inventory”; and

WHEREAS, City and Manager desire to enter into this Agreement by which Manager will operate, curate the interior as a museum space, display the historic inventory of the Parties and manage public tours of and all events occurring in the Maplewood Home.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference; the mutual promises, respective undertakings of the Parties described herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

City engages Manager as an independent contractor to manage and curate the interior the Maplewood Home as a museum space, and Manager accepts such engagement under the following terms and conditions.

1. Term.

a. The effective date of this Agreement is the date the last party executes the Agreement and provides original executed documents to the other Party. The term of this Agreement shall end December 31, 2016, but shall automatically renew for one-year terms unless terminated, as set forth in this Agreement.

b. Either party may terminate this Agreement, with or without cause, at any time by giving not less than ninety (90) days advance written notice to the other party.

c. Within the ninety (90) days after the notice of termination, Manager will remove all Manager Inventory and shall with a representative of the City account for all City Inventory. Manager shall, on the last day of the lease term peaceably and quietly surrender Maplewood Home to City in good condition and repair, including all improvements and fixtures constructed or placed thereon, except movable personal property and trade fixtures owned by the Manager. Any such movable personal property and trade fixtures belonging to Manager that are not removed within the ninety (90) days after the notice of termination, shall, if City so elects, be deemed abandoned and become the property of City without any payment or offset; therefore, if City shall not so elect, City may remove such abandoned personal property from the Maplewood Home at the risk and expense of Manager. Other than reasonable wear, Manager shall repair and restore all damage to the Maplewood Home during the operation of the Maplewood Home or by the removal of any such personal property.

d. Upon the expiration or termination of this Agreement, Manager shall no longer have any authority with respect to the Maplewood Home.

2. Obligations of Manager.

a. **General Duties:** Manager shall manage and provide overall administrative oversight for the Maplewood Home, but its duties and authority shall not extend under this Agreement to any other portions of the Park. Manager shall also be responsible for the following management duties of Maplewood Home:

- (a) to have the home open to the public by appointment Wednesday through Sunday, April 1 through October 31, and for special holiday season events;
- (b) to conduct tours of the home to the public;
- (c) to curate the interior as a museum space;
- (d) to develop promotional and educational materials about the home;
- (e) to provide general preventative and minor restorative maintenance inside the home;
- (f) to take good care of the property and keep it secured, in good order and repair and free from filth, danger of fire or explosion and any nuisance
- (g) to make no alterations or major repairs to the Maplewood Home without the prior written consent of City and any such approved alterations and repairs shall be at Manager's expense if performed by the Manager or at that Manager's direction;
- (h) to obtain the written consent of City before installing any signs;

- (i) to permit employees or agents of City, after reasonable notice, to enter the Maplewood Home at any reasonable time or request; and
- (j) to follow all ordinances, State and Federal laws and regulations, grant restrictions or other required or reasonable restrictions or limitations of the use of the Maplewood Home.

In addition to the Manager's duties above, City understands that the Manager may set fees for such tours and events, collecting and retaining such fees, and from time to time change the displays of furnishings and artifacts within the Maplewood Home. The Manager Inventory and the City Inventory attachments shall be updated to track items changed to properly insure the inventories.

b. Furnishings and Insurance. As the owner of many of the furnishings located from time to time in the Maplewood Home, and the manager of the furnishings possessed by the City, Manager shall be responsible for the maintenance and care of both the City Inventory and Manager's Inventory and for insuring them against loss or damage.

c. Workers' Compensation and Employers' Liability insurance. Manager shall carry standard Workers' Compensation and Employers' Liability insurance and understands the City is not providing workers' compensation or injury coverage for any activities of the Manager or any employees hired.

d. Employment of Unauthorized Aliens Prohibited

(a) Manager agrees to comply with Missouri Revised Statute Section 285.530 in that Manager shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this Agreement the Manager shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Manager shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Manager shall require each subcontractor to affirmatively state in its contract with Manager that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Manager shall also require each subcontractor to provide Manager with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. Obligations of City.

a. Maintenance. City shall maintain the exterior of the Maplewood Home, including the roof, walls, doors, windows, glass, and foundation. City also shall maintain the Maplewood Home interior systems consisting of the heating, ventilating, air conditioning, plumbing, electrical wiring, and fire sprinklers. Manager shall give City notice of any maintenance issues as soon as Manager is aware of any need for maintenance. City will only pay for maintenance, performed by City or contractor for City that meet all the requirements of City.

b. Utilities. City shall pay all reasonable use of utilities for the Maplewood Home. Utilities are limited to electric, sewer, water and trash services.

c. Insurance. City as owner of the Maplewood Home, shall be responsible for all insurance of the building, at City's sole discretion. In addition, City shall keep and maintain in full force and effect a general public liability insurance policy having combined single limits of liability of not less than \$1,000,000, insuring Owner and Manager against the claims of third persons for personal injuries or property damage arising in, on, or about the Maplewood Home or arising out of Manager's management activities under this Agreement. Manager understands all claims under the general public liability insurance policy will be handled by the City and/or the City's claim administrator.

d. No waiver of immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

4. Compensation of Manager. City shall pay to Manager as the full amount due for management services under this Agreement the annual sum of fifteen thousand dollars (\$15,000.00). The total payment of fifteen thousand dollars (\$15,000.00) to Manager is the not to exceed amount for this Agreement for 2016. If renewed for any future years payment of the fifteen thousand dollars (\$15,000) shall be due and payable in advance on January 1 of each calendar year. All obligations of City under this Agreement, which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.

5. Assignment. Neither Owner nor Manager may assign this Agreement or any rights or obligations under it without the express written consent of the other party.

6. Notices. Any notice required or permitted under this Agreement shall be in writing and may be personally delivered or mailed, certified or registered mail, return receipt requested and postage prepaid, to the respective addresses of the Parties given here or to such other addresses as any party may give to the other in writing. Any and all notices or other communications given under this Agreement shall be effective when delivered personally or one day after the date mailed if sent certified or registered mail.

If to Manager:
Boone County Historical Society
Attention: Executive Director
3801 Ponderosa Dr.
Columbia, MO 65201

If to Owner:
City of Columbia
Attention: City Manager
701 E. Broadway
Columbia, MO 65201

7. Successors. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their permitted assigns and successors in interest.

8. Attorney's Fees. Each party hereto agrees that in any action to enforce the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs. The Parties shall bear their own attorney's fees related to the negotiation and execution of this Agreement.

9. Non-Waiver. No waiver of any condition or covenant in this instrument contained or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

10. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the Parties. No modification, amendment or waiver of any provisions of this Agreement or any of the rights or obligations arising hereunder shall be valid unless in writing and executed by both Parties. This Agreement supersedes any prior agreements or understandings between them whether written or oral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on day and year of the last signatory noted below:

“City”
City of Columbia

“Manager”
Boone County Historical Society

By: _____
Mike Matthes, City Manager

By: _____
William Wilson Beckett, President

Date signed: _____

Date signed: _____

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Michele Nix, Director of Finance