

**AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND BOONE
COUNTY HISTORICAL SOCIETY RELATED TO THE DISPLAY OF COLLECTION
ITEMS AT COLUMBIA REGIONAL AIRPORT**

This Agreement (“**Agreement**”) is entered into on the date of the last signatory noted below (the “**Effective Date**”), by and between the City of Columbia, Missouri, with an address of 701 East Broadway, Columbia, Missouri (“**City**”) and the Boone County Historical Society, with an address of 3801 Ponderosa St, Columbia, MO, 65201, (“**Society**”), collectively “the **Parties.**”

WITNESSETH:

WHEREAS, City is building a new airport terminal at Columbia Regional Airport, in Columbia, Missouri;

WHEREAS, Society has obtained a collection of historical items and photographs related to the history of aviation in Missouri;

WHEREAS, City would like to exhibit items from the Society’s ***Woods-Badger Aviation Collection*** (“**Collection**”) and/or make images of the items for display in the new terminal (hereinafter “**Project**”);

WHEREAS, Society is amenable to City’s use of items from the Collection for display in the new airport terminal;

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Collection Items. Society hereby grants City permission to exhibit and/or make images of items from the Collection for display in the new terminal at Columbia Regional Airport.
2. Designation and Authority of Project Managers.
 - a. Authority of Designated Project Managers. The Project Managers will collaborate during the design and construction of the terminal in identifying such artifacts and planning their exhibition or reproduction. If an original artifact from the Collection is going to leave the Society’s premises (whether it be for display or for reproduction), the Parties authorize the Project Managers to execute agreements substantially in the form set forth in Exhibit A for each item removed from the Society’s premises.
 - b. Designation of Project Managers.
 - i. City designates the following project manager to manage the Project on behalf of City: Sarah Dresser, Cultural Affairs Manager, City of Columbia, Missouri.

- ii. Society designates the following project manager to manage the Project on behalf of the Society: Chris Campbell, Executive Director, Boone County Historical Society.
 - c. Either Party may change their designated Project Manager by written notice in accordance with the terms of this Agreement.
3. Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until the date that is one (1) year following the Effective Date. Thereafter, this Agreement shall automatically be renewed for successive terms of one (1) year, unless this Agreement is terminated pursuant to the provisions of this Agreement.
4. Termination of this Agreement.
 - a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
 - b. By Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for its convenience.
5. Ownership of artifacts. The Parties agree that original artifacts in the Collection will remain the property of Society.
6. Protection of artifacts. City shall be responsible for the security and protection of any original artifacts in its possession. At the conclusion of the loan term, City shall return the artifact to Society in good condition.
7. Intellectual Property Rights. The Parties agree that all intellectual property and related rights pertaining to the artifacts will reside with the Society. Society hereby authorizes City to make photographs and reproductions of the artifacts for display in the airport, but only when the use of the society's digital imaging lab is not sufficiently available for photography and reproducing artifacts and images. Should City want Society to reproduce an image(s), Society shall charge City \$25.00/image for the digital reproduction. Should City wish to access the imaging lab with its own camera equipment at a mutually agreeable time, City may do so at no cost. The Society also authorizes use of images and artifacts for promotions related to the City of Columbia and the airport, but not to include any use of the Society's items in merchandising or any other retail uses without signing a license agreement with the Society that provides compensation to the Society.
8. Insurance. City shall provide insurance for any original artifacts displayed in the new terminal while the items are on display in the new terminal and during transportation to and from the terminal. City shall also provide insurance coverage for any original artifacts that are transported to a contractor for reproduction. Said insurance coverage will remain in effect while the artifact(s) are in the possession of City or its contractors. The insured value will be determined by the Project Managers prior to execution of the Loan Agreement for that artifact.

9. 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 constitutions or laws.
10. Nature of City's Obligations. 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.
11. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
12. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
13. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
14. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
15. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
16. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Office of Cultural Affairs
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Manager

If to Society
Boone County Historical Society
3801 Ponderosa Street

Columbia, MO, 65201
ATTN: Executive Director

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

17. Federal Clauses. The Parties acknowledge that City receives federal and state grant funding for the airport. The Parties shall comply with all state and federal grant requirements, including but not limited to those set forth herein. For purposes of this Section, Society is referred to as "Contractor" and City is referred to as "Sponsor."

a. Compliance with Nondiscrimination Requirements:

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to

ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Contractor under the contract until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request Sponsor to enter into any litigation to protect the interests of Sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

b. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of

persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Outgoing Loan Agreement

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

“Society:”

Boone County Historical Society

By _____
Chris Campbell, Executive Director

Date: _____

“City:”

City of Columbia, Missouri

By _____
John Glascock, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

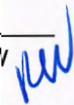
Nancy Thompson, City Counselor/rw 

Exhibit A



Boone History & Culture Center

owned and operated by the Boone County Historical Society
3801 Ponderosa St.
Columbia, MO 65201

OUTGOING LOAN AGREEMENT

This loan agreement is entered into this ___ day of _____ 2020, by and between the Boone County Historical Society, hereinafter the lender (BCHS), and the party receiving the property:

Institution: Name of Contact:

Address:

Email: Phone:

...hereinafter the recipient. The lender and recipient shall be individually referred to as a "party" and collectively as "parties."

PURPOSE OF LOAN:

DESCRIPTION OF LOAN, (see attached)

The lender does hereby agree to loan the recipient the following-described BCHS property:
(see attached)

SHIPPING VIA:

It is agreed by the parties that this loan shall be for ___months/years (a specified time period) from the date of this instrument, and with the opportunity for the loan to be extended through mutual agreement.

It is further agreed by the parties that the recipient shall be responsible for the exercise of extreme care in the protection and preservation of the above-described BCHS property when that property is in the possession of the recipient. It is also agreed that the recipient name BCHS as a "loss payee" in their insurance policies and for the total value of the _____, estimated to be ___ and provide BCHS with proof of the same.

Agreed to this ___ day of _____, 2020.

SIGNATURE OF LENDER

DATE

SIGNATURE OF RECIPIENT

DATE

Returned on this ___ day of _____, 20__

BY:

SIGNATURE OF RECIPIENT

DATE

SIGNATURE OF LENDER

DATE

Outgoing Loan Agreement Terms Boone County Historical Society

Borrower: _____

Date of Agreement: _____

1. Loans will normally be made for a period of one year or less. If extensions to the initial period are requested, they must be reviewed by the appropriate curator and written documentation of the extension provided. BCHS reserves the right to terminate a loan at any time before its expiration with reasonable notice to the borrower. Ownership of all loaned items shall remain with BCHS.

2. Unless otherwise noted, the borrower agrees to assume financial responsibility for all objects on loan from BCHS if lost or damaged. Borrower responsibility begins on the date the objects leave the physical custody and control of BCHS and ends when the objects are received back into the physical custody and control of BCHS.

3. All loan material will have insurance coverage in accordance with accepted BCHS policy. Unless otherwise noted, all costs of wall-to wall insurance, packing and transportation shall be borne by the borrower, as well as any additional charges which may be incurred through necessary conservation or appraisal. A certificate of insurance, if required by BCHS, shall be furnished to BCHS naming it as an additional insured. Borrower's insurance shall be considered the primary insurance in the event of any loss or damage.

4. Objects will be returned via the same method of shipment as they were sent unless other arrangements are agreed to in writing.

5. Damages, whether in transit or on the borrower's premises and regardless of cause, shall be immediately reported to the borrower's insurer and BCHS.

6. Objects placed on public exhibit must be in locked or otherwise secure cases, with temperature and humidity control, protective ultraviolet glass and LED lighting, or when large objects are involved, displayed so as to provide maximum security. Objects not on display must be stored in a secure area.

7. Loan objects may not be cleaned, repaired, retouched or altered in any way except with the written permission of BCHS. BCHS's identifying marks on the objects will not be removed without written permission of BCHS.

8. Objects covered in this Agreement may be photographed only for record and publicity purposes, reproduction in an exhibition, or for research/scholarly publications, unless different restrictions are attached in writing. A copy of any publication must be provided to BCHS without cost and full credit must be given. Notice of copyright in BCHS will be prominent on any such publication if works subject to copyright are included. Notice shall also indicate that the objects are on loan from BCHS. For exhibit purposes, credit to BCHS shall be provided in displayed text that is in size/height at least 4% of the size/height of the reproduced artifact or photographic image. The borrower assumes full legal responsibility for any infringement of literary, copyright, or publication rights.

9. The borrower will not reproduce loaned objects in any media now known or developed in future for commercial purposes, and the objects will not be subjected to technical examination of any type involving risk of their physical change without written permission of BCHS.

10. No object, exhibit or reproduction of an object or exhibit will be used in the promotion of a product or service for any purposes which imply the endorsement of the said service or product by BCHS. Any use of an object or exhibit for promotional purposes must be approved in advance in writing by BCHS.

11. BCHS reserves the right to set any additional conditions or restrictions related to the packing, shipping, insurance, exhibition installation, storage, handling, environmental controls and security of the loan objects which it deems necessary. BCHS may also require, at the expense of the borrower, that loan objects be accompanied by a member of its staff who will supervise the care and handling, both outgoing and incoming, as well as installation for exhibition. All conditions and restrictions shall be made in writing and attached to this Agreement prior to approval of the loan.

12. Loans shall not be transferred by the borrower to another institution without written permission of BCHS.

13. Object stability will be assessed before leaving and upon return to BCHS. BCHS expects that borrowers will treat loaned objects with the highest level of care.

Boone County Historical Society:

By _____
(authorized agent)

Borrower:

By _____
(authorized agent)