

RESOLUTION NO.: R-2000-038

*Authorizing City Manager to execute a
Property Management Agreement with the Richland County Historic
Preservation Commission, Richland County and the Historic Columbia Foundation*

BE IT RESOLVED that the City Manager is authorized to execute the attached Property Management Agreement between the City of Columbia and the Historic Preservation Commission, Richland County and the Historic Columbia Foundation for the operation and maintenance of the Woodrow Wilson Home, Hampton-Preston Mansion, Mann-Simons Cottage and Robert Mills House.

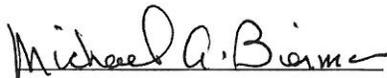
Approved this 26th day of July, 2000.

Requested by:



Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 7/26/2000
Final Reading: 7/26/2000

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improvements related thereto; the initiation of capital campaigns as needed in conjunction with the City and County; the commencement of educational programs involving the Properties at a quality level commensurate with existing Foundation educational offerings; the revitalization and enhancement of the Docent recruitment and training program to a level comparable with the highest previously experienced; and all other matters reasonably incident to fulfilling these services.

3. Annually, the Foundation will apply to the City and County for annual appropriation requests which the City and County will fund in such amounts as the City and County determine in accordance with existing customary City and County budget practices. A copy of such appropriation request shall be forwarded to the Commission and the Commission may make such recommendations as it deems appropriate to the City and County concerning such requests, including recommendations regarding capital renovations, repairs and improvements.

4. Annually, as part of the appropriation application, the Foundation will submit to the City and County a proposed budget for the operation of the Properties for the forthcoming fiscal year, showing the expected sources and applications of funds. A copy of such budgets shall be forwarded to the Commission and the Commission may make such recommendations as it deems appropriate to the City and County.

5. The City and County will render such assistance to the Foundation in the management of the Properties as the parties may agree.

6. a. The City and County will provide property and liability insurance coverage for the Properties and deliver to the Foundation and Commission certificates of insurance in amounts to be agreed upon.

b. The Foundation will provide workers' compensation coverage and, upon request, deliver to the all parties appropriate certificates of insurance.

7. The Foundation shall pay all water, sewage and waste disposal charges for the Properties.

8. The Foundation may permit individuals and civic, charitable or eleemosynary organizations and entities to use the Properties for public and/or semi-public appropriate events. The Foundation may make such charges for admission to the Properties for tours, special events and for rent for use of the Properties as are reasonable in comparison with charges made by comparable house museums. Net proceeds of these charges shall be expended by the Foundation in connection with historic preservation.

9. The Foundation at all times will be an independent contractor and will not be an agent, servant or employee of the City, County or Commission. The Foundation will designate a Director of the Properties who will be available at all reasonable times to confer with the City and/or County Councils or their representative with respect to the management services rendered under this contract. The Commission may make such recommendations as it deems advisable with respect to the management services rendered hereunder.

10. This Agreement may be terminated by any party with respect to it upon ninety (90) days written notice by registered mail to the other parties.

11. During the existence of this Agreement, the City and County Councils may each designate two (2) representatives to serve on the Foundation Board of Trustees in compliance with Foundation Bylaws.

12. This agreement supersedes and replaces all Management Agreements which the Foundation had with the City and County.

13. Nothing contained herein shall be considered or construed to be an abandonment of the powers and duties of the Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Signed and Sealed Before
the Undersigned:

Margaret V. McMurray
Peggy S. Breeland

CITY OF COLUMBIA

By: Michael A. Berin
Its: _____

HISTORIC PRESERVATION COMMISSION

By: [Signature]
Its: [Signature]

RICHLAND COUNTY

By: Kit Smith

Its: Chair

HISTORIC COLUMBIA FOUNDATION

By: Roger J. Fisher

Its: President