

**RESOLUTION NO.: R-2013-059**

*Authorizing the City Manager to execute a Management Agreement  
between the City of Columbia and the Columbia Museum of Art Commission  
for the management of Boyd Plaza*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 1st day of October, 2013, that the City Manager is hereby authorized to sign the attached Management Agreement between the City of Columbia and the Columbia Museum of Art Commission, or in a form approved by the City Attorney if non-material terms are amended, for the management of Boyd Plaza.

ORIGINAL  
STAMPED IN RED

Requested by:

Assistant City Manager Baker

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: deferred 5/7/2013

Final Reading: 10/1/2013

**MANAGEMENT AGREEMENT**  
(Boyd Plaza)

This Management Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF COLUMBIA, SOUTH CAROLINA, a body politic (hereinafter called "City"), and COLUMBIA MUSEUM OF ART COMMISSION (hereinafter called "Commission"). The "Effective Date" of this Agreement shall be the date the Agreement is signed by both parties, and if both parties do not sign on the same date, the date on which signed by the last party.

WHEREAS, pursuant to that certain Lease and Purchase Option Agreement executed on August 7, 1996 by the parties hereto, and any Amendments to that Agreement, there was established the Columbia Art Museum on the 1500 block of Main Street and a public plaza on the northwest corner of the intersection of Main and Hampton Streets.

WHEREAS, the public plaza ("Boyd Plaza") was constructed per the Lease and Purchase Option Agreement and is currently owned and maintained by the City.

WHEREAS, in furtherance of the terms of the Lease and Purchase Option Agreement, the City and the Commission have agreed to enter into a Management Agreement regarding the scheduling and use of Boyd Plaza for use as a public plaza, but to be managed by the Columbia Museum of Art Commission.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the rents and of the mutual covenants and agreements of the parties hereto, as are hereinafter set forth and made a part of this Agreement, City and the Commission do hereby agree as follows:

1. Initial Term. The initial term of this Management Agreement shall begin on the Effective Date as indicated above and end one year from the effective date, unless otherwise terminated as provided for in Paragraph 2 below. However, the initial term and any subsequent renewals of this Agreement may be extended to coincide with the term of that certain Lease and Purchase Agreement dated August 7, 1996, and any Amendments thereto as may be executed.
2. Termination. Either party may terminate this Management Agreement for any reason by providing the other party with thirty (30) days written notice mailed to the address provided herein.
3. Scheduling of Events by the Commission. The Commission shall be responsible for all programming and scheduling of public activities on Boyd Plaza and shall be contacted directly for exact details and fees involved in the application process. The Commission shall have the right to schedule all "after-hours" events at the above location as well. Public access may be limited at those "after-hours events" to invited guests. Notice of scheduled events shall be given to the City upon completion of the application process. The City shall reserve use of Boyd Plaza during City-sponsored events provided notice is given to the Commission at least sixty (60) days in advance.
4. Compliance with Park Rules. The Commission shall schedule activities in the same manner and in compliance with the Columbia City Code Sections 15-1 et seq., including, but not limited to, User Fees, Permit for Alcoholic Beverages, and Permit for Group Use as found in the Code of Ordinances, City of Columbia, South Carolina, with any fees due

payable to the Columbia Museum of Art.

- 5. Maintenance and Repair of Plaza. As provided for in the Lease and Purchase Option Agreement, the City shall continue to be responsible for the costs of any repair made due to the normal wear and tear of Boyd Plaza and the Commission shall be responsible for those costs of repair made necessary by the use of the Plaza by an activity permitted hereunder. The Commission will also be responsible for such day-to-day and routine maintenance as the Plaza may require, to include, but not by way of limitation, trash pickup and landscape maintenance.
- 6. Notice. A notice which may be given under the terms of this Agreement shall be either delivered by hand or by first-class mail to the address listed below. Notice shall be deemed given when delivered (if delivered by hand) or after depositing with the United States Postal Service, with proper postage affixed and addressed as indicated below (if delivered by mail).

Notice to City: City of Columbia, South Carolina  
 1737 Main Street  
 Post Office Box 147  
 Columbia, South Carolina 29201 (29202)  
 Attention: City Manager

Notice to the Commission: Columbia Museum of Art Commission  
 \_\_\_\_\_  
 Columbia, South Carolina 29201  
 Attention: President/CEO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

IN THE PRESENCE OF:

CITY OF COLUMBIA, SOUTH CAROLINA

*[Signature]*  
*[Signature]*

By: *[Signature]*  
 Teresa B. Wilson  
 Its: City Manager

COLUMBIA MUSEUM OF ART COMMISSION

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Its: Authorized Officer