

ADMINISTRATIVE SERVICES

19. City agrees to provide certain administrative support services to assist Land Trust in implementing the land trust model program, as set forth below.
20. There shall be no charge to Land Trust for such administrative services for a period of three (3) years from the date of this Agreement.
21. City in its sole discretion shall designate the personnel and the specific times that such service shall be provided and the total hours per week. City's regular business requirements shall take precedence over the service to be provided in this Agreement.
22. Services shall include, but not be limited to: supervision of daily operations, determining eligibility of program participants, homebuyer orientation, stewardship of the properties in the program, marketing of organization and program to the community, education of local banks, lenders, realtors and appraisers about the land trust model and operations, and providing staff support to monthly Land Trust Board meetings.
23. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
24. This Agreement shall be governed by the laws of the State of Missouri and venue for any litigation arising out of this Agreement shall be in Boone County Circuit Court or the Western District Federal Court.
25. This Agreement is non assignable by Land Trust without City's express prior written consent.
26. In no event shall the language or provisions 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 or state constitution or laws.
27. To the fullest extent not prohibited by law and without waiver or limitation for either party's rights or defenses with regard to applicable sovereign, governmental as official immunities provided by law each party shall indemnify and hold harmless the other, its directors, officers, agents and employees from

and against all claims, damages, losses, liability and expenses in connection with any responsibilities improvements and services in this Agreement.

28. The term of this Agreement is five (5) years beginning as of the date signed by all signatories, unless terminated sooner by either party except for the provisions of 14, 15, 16 and 17 which shall terminate at three (3) years from date of this Agreement. This Agreement shall automatically renew for two (2) additional five (5) year terms unless either party elects to terminate this Agreement prior to renewal. City shall not be obligated to perform sections 14, 15, 16 and 17 after the first three (3) years nor in any renewal period.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the dates written below.

CITY OF COLUMBIA, MISSOURI


By: 
Mike Matthes, City Manager

Date: 1-6-17

ATTEST:

By: 
Sheela Amin, City Clerk

APPROVED AS TO FORM:


By: 
Nancy Thompson, City Counselor

CERTIFICATION:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 11004010-504990 - FINANCE, -ESURNZ and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 26604130-504990-CDBG COMMDEV-647170
26604130-504990-RENT

By: 
Michele Nix, Director of Finance JH

COLUMBIA COMMUNITY LAND TRUST, INC.

By: 
Printed Name: Paul Prew
Date: 1-10-17

ATTEST:

By: Ruthy E. Sides