



Board of Aldermen Request for Action

MEETING DATE: 7/15/2025

DEPARTMENT: Parks and Recreation

AGENDA ITEM: RES 1485 – Cooperative Agreement with the Smithville Missouri Historical Society

REQUESTED BOARD ACTION

Motion to approve Resolution 1485, authorizing and directing the Mayor to enter into a Cooperative Agreement with the Smithville Historical Society for use of the School.

SUMMARY

In 1988, the schoolhouse was transferred to City property located off Church Street, north of Courtyard Park. The Smithville Historical Society operates and maintains the building, while the Parks and Recreation Department manages the grounds.

The Smithville Historical Society approached the Parks and Recreation Department to discuss upgrades to the building's entrance for ADA access. During this conversation, staff discovered that there was no contract on file regarding the management and maintenance of the building and property.

In response, staff worked in partnership with the City Attorney and the Smithville Historical Society Board to draft a cooperative agreement that is acceptable to all parties involved.

This agreement shall remain in effect indefinitely, unless either party provides written notice to the other at least 120 days in advance.

PREVIOUS ACTION

N/A

POLICY OBJECTIVE

N/A

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENTS

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Insurance | |

RESOLUTION 1485

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH SMITHVILLE HISTORICAL SOCIETY FOR THE USE OF THE SCHOOL

WHEREAS, the Historical Society owns a Historical School House (the "School"), which is illustrative of the type of school facilities that were used years ago in this region; and

WHEREAS, the City believes that there is a public purpose in having tangible examples of historical buildings and regional cultural heritage available for the public to see and experience; and

WHEREAS, the City owns land on which it operates City Parks for the benefit of the public. There is currently space in the City Parks which is not being used for any purpose other than having the School available to the public to experience; and

WHEREAS, the parties hereto wish to cooperate to allow the School to be available to the public; and

WHEREAS, this agreement is entered into by the parties pursuant to the authority granted to governmental entities under Chapter 70 R.S.Mo. *et seq.*

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT the Board of Aldermen hereby authorize the Mayor to sign a Cooperative Agreement with Smithville Historical Society for the use of the School.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 15th day of July, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** ("Agreement") is made and entered into this 15th day of July, 2025, between Smithville Missouri Historical Society, a Missouri Nonprofit Corporation (the "Historical Society"), and Smithville, Missouri, a fourth-class municipal corporation of the State of Missouri ("CITY").

Recitals:

WHEREAS the Historical Society owns a Historical School House (the "School"), which is illustrative of the type of school facilities that were used years ago in this region. The City believes that there is a public purpose in having tangible examples of historical buildings and regional cultural heritage available for the public to see and experience.

WHEREAS the City owns land on which it operates City Parks for the benefit of the public. There is currently space in the City Parks which is not being used for any purpose other than having the School available to the public to experience.

WHEREAS the parties hereto wish to cooperate to allow the School to be available to the public.

WHEREAS this Agreement is entered into by the parties pursuant to the authority granted to governmental entities under Chapter 70 R.S.Mo. *et seq.*;

NOW, THEREFORE, in the consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

Sec. 1. The City authorizes the Historical Society to locate on a place of choosing by the City, on City Property the School. The City reserves the right to change the location of the School on City Property or to terminate the right of the Historical Society to have the School on City Property. If the City notifies the Historical Society that the School needs to be moved, either to another location on City Property or from City Property, the Historical Society shall move the School as requested within One Hundred and Twenty (120) Days. Historical Society shall be responsible for all costs associated with the movement of the School including reasonable cleanup.

Sec. 2. Maintenance: Historical Society shall maintain the School Building in all respects. The City shall have no responsibility for the School Building but shall maintain the City land around the School Building.

Sec 3. Indemnification. Historical Society shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, subject to the

provisions set forth in the Missouri Sovereign Immunity Statute(s), from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained by any person, persons, or property arising out of or resulting from any act, error, omission or intentional act of Historical Society or its agents, employees or subcontractors, or in any way connected with the condition of the School House.

B) Historical Society shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers subject to the reasonable approval of the City, that will insure the City its elected officials, officers, employees, agents, representatives and contractors, against liability for injury to or death of persons or loss or damage to property occurring as the result of Historical Society's use of the Building or the adjoining property. The liability under such insurance shall not be less than \$1,000,000 combined single limit. Historical Society shall use commercially reasonable efforts to cause all liability insurance obtained by the Historical Society under this Agreement to contain a provision by which the insurance company waives any right of subrogation it may have against the City, its elected officials, officers, employees, agents, representatives, and contractors.

C) For all person(s) employed by the Historical Society, Historical Society shall maintain and keep in force all workers' compensation insurance required under the laws of the State of Missouri, and such other insurance as may be reasonably necessary to protect the City against any other liability of person or property arising hereunder by operation of law, whether such law is now in force or is adopted subsequent to the execution hereof, as the result of the Historical Society's use of the Building or the adjoining property.

(D) Historical Society shall use commercially reasonable efforts to cause the policies of insurance carried pursuant to this Agreement to provide that at least 30 days' (or to the extent 30 days is not reasonably available, at least 15 days') prior written notice shall be given to the City by the underwriters of any proposed termination, cancellation, lapse or modification of such insurance. If the Historical Society receives any notice referred to in the preceding sentence, the Historical Society shall promptly deliver a copy of such notice to the City.

(E) If the City receives notice of termination, cancellation, or lapse of such insurance, it may elect to notify the Historical Society to cease operations in the Building immediately and not to resume operations in the Building until the City receives copies of policies evidencing that the insurance required under this Agreement is in full force and effect.

Sec. 4. Request Of Events: Historical Society shall submit a list to the City of expected events at the School House each year by February 1 for the upcoming year. The City may veto any proposed event in its absolute sole discretion.

Sec. 5. Extent of Relationship. Nothing set forth in this Agreement shall be construed as establishing any agency, partnership, joint venture or other business relationship between the Historical Society and City regarding the matters hereof.

Sec. 6. No Compensation. The Historical Society shall not pay any compensation for the use of the lands as described herein but shall reasonably return such lands used pursuant to this agreement to their previous condition.

Sec. 7. Subcontract: Historical Society and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement.

Sec. 8. Term. This Agreement shall be perpetual unless and until 120 day's written notice is given by either party to the other. Should the Historical Society fail to timely move the School House as requested by the City, the parties agree that the City may move the School House and shall have no liability for any damage done to the School House during such movement or for the disposition of the School House, including its disposal. If the School House is not timely moved by the Historical Society and is subsequently moved by the City, the Historical Society shall reimburse the City for all costs incurred in moving the School House.

Sec. 9. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, hand delivery or facsimile to the following:

To CITY:
Attn: MAYOR

To the HISTORICAL SOCIETY:
Attn: HISTORICAL SOCIETY President
P.O Box 270
Smithville, MO 64089-0270

All notices mailed by regular U.S. mail are effective 2 days after mailing.

Sec. 10. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive any objection to venue.

Sec. 11. Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and each and every action to be taken hereunder.

Sec. 12. Waiver. Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term,

covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.

Sec. 13. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this Agreement shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.

Sec. 14. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written amendment signed by the parties. No act, conversation or communication with any officer, agent or employee of CITY or the HISTORICAL SOCIETY either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the parties.

Sec. 15. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 16. Representations and Warranties. City and the Historical Society each certify that it has the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms.

Sec. 17. Conditions Precedent: This Agreement shall not be in effect unless and until it has been executed by City and the Historical Society.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Smithville Missouri Historical Society

By:

President

Secretary

SMITHVILLE MISSOURI

By:

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CITY OF SMITHVILLE
107 W MAIN ST
SMITHVILLE MO 64089

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Amended Declarations

Policy number: 95-C7-H321-6

Effective date: April 24, 2025

Policy period: 12 months

Expiration date: January 9, 2026

The policy period begins and ends at 12:01 am standard time at the premises location.

BUSINESSOWNERS POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

SMITHVILLE MISSOURI HISTORICAL

ENTITY

Association/Cooperative

POLICY PREMIUM

***This is not a bill.** If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below are for the policy period and policy characteristics as described in this Declarations.*

Change in premium: none*

*Minimum Premium

Discounts applied:

Business Experience Rating

Renewal Discount

Years in Business

IMPORTANT MESSAGE(S)

State Farm at CityLine Telephone Number: 309-763-1000

REASONS FOR DECLARATIONS

Your policy is amended effective April 24, 2025 due to some recent policy changes you requested. Enclosed is a copy of your new endorsements, if any.

SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	207 HIGHLAND DR SMITHVILLE MO 64089-8613	No Coverage	\$3,500	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index:	N/A
Cov B - Consumer Price Index:	314.8

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$500

SPECIAL DEDUCTIBLES:

Equipment Breakdown:	\$500
Money and Securities:	\$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included

Coverage	Limit of Insurance
Increased Cost of Construction and Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money Orders and Counterfeit Money	\$1,000
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I – EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Loss of Income and Extra Expense	12 Months Actual Loss Sustained

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
001	207 HIGHLAND DR SMITHVILLE MO 64089-8613

SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$2,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person
Damage to Premises Rented to You	\$300,000
Aggregate Limits	Limit of Insurance
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4225.4	Amendatory Endorsement (Missouri)
CMP-4532	Exclusion - Cyber Incident
CMP-4561.5	Policy Endorsement
CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
* CMP-4785.1	Additional Insured - Owners, Lessees or Contractors (Blanket)
* CMP-4790	Additional Insured - Owners or Other Interests From Whom Land Has Been Leased
CMP-4804	Additional Insured - Club Members
FD-6007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage

**New Form Attached*

SCHEDULE OF ADDITIONAL INTEREST(S)

Interest type: Owners or Other Interests From Whom Land
Endorsement number: CMP-4790
Loan number: N/A
City of Smithville
107 W Main St
Smithville MO 64089

FULL NAMED INSURED

Named Insured: SMITHVILLE MISSOURI HISTORICAL SOCIETY

This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



President



Secretary

CITY OF SMITHVILLE
107 W MAIN ST
SMITHVILLE MO 64089**State Farm Fire and Casualty Company**
A stock company with home offices in Bloomington, Illinois

Inland Marine Attaching Declarations

Policy number: 95-C7-H321-6**Effective date:** April 24, 2025**Policy period:** 12 months**Expiration date:** January 9, 2026*The policy period begins and ends at 12:01 am standard time at the premises location.*

ATTACHING INLAND MARINE

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED

Named Insured: SMITHVILLE MISSOURI HISTORICAL SOCIETY

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

FE-8207.1	Inland Marine Amendatory Endorsement (Missouri)
FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Property Form
	See below for schedule page with limits

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1	Inland Marine Computer Property Form	\$25,000	\$500	Included
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 95-C7-H321-6

Named Insured:

SMITHVILLE MISSOURI HISTORICAL SOCIETY

Name And Address Of Additional Insured Person Or Organization:

City of Smithville
107 W Main St
Smithville MO 64089

Location Of Premises (Part Leased To You):

City of Smithville

1. **SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to lease that land; or
 - b. Structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

All other policy provisions apply.