

Wheat Ridge Historical Society
Contract with the City of Wheat Ridge

This Contract, made this 23rd day of June, 1987, by and between the City of wheat Ridge, Colorado, a Home Rule municipal corporation (hereinafter referred to as the "City"), and the Wheat Ridge Historical society, a Colorado nonprofit corporation thereinafter referred to as the "Historical Society").

WHEREAS, the City owns certain real property and building situate thereon which are of historical significance;

WHEREAS, The Historical Society, which is not a City agency, possesses, either through ownership or lease arrangement, artifacts, of historical significance;

WHEREAS, the City and the Historical Society have in the past cooperated, and wish to continue in the future to cooperate, in the care, preservation, and presentation of historical exhibits and displays relating to the history of the City of Wheat Ridge all for the benefit of the general public;

WHEREAS, the parties wish to enter into a formalized agreement whereby the purposes above specified may be carried on;

NOW THEREFORE, for the consideration of the mutual promises and undertakings specified herein, the parties identified above, for themselves, their heirs, successors and assigns, do hereby covenant, warrant, and agree as follows;

1. The Historical Society agrees that it shall manage and maintain, subject to the provisions hereof, the City-owned facilities known and described as the So House, the Brick Museum and shed at 4610 Robb Street, and the Coulihan/Johnson Cabin, together with any historical artifact collections or displays maintained therein. The parties specifically acknowledge and agree, however, that the City shall maintain the grounds surrounding said buildings and that the City shall further perform repairs required upon said buildings.
2. The Historical Society agrees that it shall provide and loan to the City those certain artifacts identified on Exhibit A, which is attached hereto and incorporated herein, for the purpose of displaying the same within City-owned buildings.
3. The Historical Society agrees that it shall accept on a loaned basis all City-owned artifacts which are identified in Exhibit B, which is attached hereto and incorporated herein, and shall display and care for said artifacts.

4. The City agrees that it shall provide fire and casualty insurance covering all of the artifacts listed in Exhibits A and B, as the same presently exist or as the same may be amended in the future, provided that said Exhibits A and B shall contain properties, and shall reflect appraised values for said artifacts.
5. The City acknowledges that the Historical Society shall be responsible for the lending artifacts, whether owned or controlled by the Historical Society or the City, pursuant to the rules of the Historical Society. Responsibility for loss of or damage to said artifacts shall be assumed by the Historical Society pursuant to the terms of its rules.
6. Any person employed or retained by the City to give City-sponsored or conducted tours of the buildings or exhibits maintained in City-owned buildings shall be subject to approval and review by the Historical Society. It is understood that Historical society personnel and volunteers shall likewise be authorized to give tours, and that special events shall be coordinated and conducted by Historical Society volunteers.
7. The parties agree to cooperate fully in any necessary aspect when applications are made for grants relating to expansion of historical facilities or exhibits.
8. The parties specifically agree that during any renovations or repairs to City-owned facilities, the Historical Society shall cooperate with the City regarding the preservation and storing of any artifacts which may be affected during said renovation.
9. This Contract shall continue in full force until the same is terminated by a writing signed by either party and delivered to the other party, or by the mutual written consent of the parties.

THE CITY OF WHEAT RIDGE COLORADO

By _____
Frank Stites, Mayor

Wheat Ridge Historical Society

By _____
Claudia Worth, Pres.

Attest :

Wanda Sang City Clerk

John Hayes , City Attorney