

Draft Copy, Not approved
by City Attorney

Carnegie Library Museum Management Agreement

MEMORANDUM OF UNDERSTANDING

The parties to this AGREEMENT are as follows: City of Perry; an agency hereinafter referred to as the City, Fullhart/Carnegie Charitable Trust, DBA Hometown Heritage, an agency, hereinafter referred to as the Organization, and the Perry Public Library, an agency hereinafter referred to as the Library. Together all the above entities will be referred to as the Parties.

ARTICLE I

The purpose of this AGREEMENT is to facilitate cooperation in providing interpretation and limited operational management for the Carnegie Library Museum (1123 Willis Avenue) hereinafter referred to as the Carnegie.

ARTICLE II

The duration of this AGREEMENT shall begin when signed by the administrators of (all) parties. The AGREEMENT shall continue in force for five (5) years.

Amendments to this AGREEMENT may be made if the amendments are mutually agreeable to (all) parties.

ARTICLE III

The AGREEMENT may be terminated upon 30 days written notice to all parties should it be determined that any party is failing to comply with the terms of the AGREEMENT. If the legal status or statutory obligation of either party changes and the party is prohibited from participating in this AGREEMENT, termination or modification may be effected by notification of the other parties in writing

ARTICLE IV

The administrator of each party involved in this AGREEMENT, or their designees, shall serve as administrators of this AGREEMENT.

ARTICLE V

Conditions

1. General Conditions

a. The Parties agree to mutually hold each other harmless from any and all claims, demands, losses, liabilities, or legal expenses which might arise on account of injury to any person or damage to any property occurring from actions except as deemed gross negligence by legal determination.. The Parties will not assume any responsibility or liability for the acts or omissions of the other parties to this agreement or their agents.

b. It is agreed that, during the duration of this AGREEMENT, the Organization and Library will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of a person's race, color, national origin, sex, age, or impairment.

c. All laws, rules, and regulations applying to the use and management of historical sites under the jurisdiction of the City shall apply to this property insofar as possible, taking into account the terms of this AGREEMENT.

d. The City reserves the right to enter the site and buildings at any time for any purpose in connection with programs of the City and use or maintenance of the facilities.

2. Development and Operations

a. Development of the property shall remain the responsibility of the City. No modifications or improvements to the site or buildings may be made by the Organization without City review of written proposals and approval of the same by the City Administrator.

b. The Organization shall set and maintain regular Hours of Operation of the Carnegie.

c. Management

The Organization and Library will provide year-round oversight of the Carnegie, local promotion and publicity, volunteer recruitment and management, programming, exhibit assistance and tours of the Carnegie.

3. Staffing

a. The Organization and Library will recruit, train, supervise and pay a staff person who will act as the Carnegie site manager.

b. The Organization (and the Library) will recruit, train, schedule, support, and supervise Volunteers.

c. Staffing of the CLM- Staff shall be employees of the City of Perry and Supervised by the Perry Public Library Director. The Organization shall reimburse the City for all staffing costs associated for work performed on behalf of the Organization.

4. Interpretation

a. The Organization and the Library agree to provide public access and interpretation of the Carnegie Library Museum.

b. Interpretation of the site will be conducted through the efforts of the Parties Interpretation plans, including content, storyline, format, and procedures, may be developed by the (Parties) in collaboration.(deleted with the City)

c. Special events organized by the Organization and Library will be the responsibility of the Organization and Library including the cost of actors, entertainment, publicity, rentals and clean-up.

5. Collections Management

a. The collections of the Carnegie Library Museum shall be maintained and managed in a manner consistent with the collections policy of the City and as may otherwise be specified by the City.

6. Furniture, Fixtures and Equipment (FF&E)

- a. FF&E. Unless otherwise agreed by the parties, all FF&E purchased by City funds shall be the property of the City. All FF&E purchased or provided solely by the Organization and Library shall be the property of those entities. Library would be covered by the City.
- b. Property Donated to the Organization. Any FF&E, other property, cash or articles donated to the Organization shall become the property of the Organization to which it is given. If any gifts are given under terms that they be returned to the donor, those terms shall be honored. If damage to the Carnegie results from any removal, the Organization will repair the damage at its sole expense.
- c. Property Donated to City. Any FF&E, other property, cash or articles donated to the City for Carnegie use shall become the property of the City. If any gifts are given under terms that they be returned to the donor, those terms shall be honored.
- d. The Organization shall provide all initial FF&E. The City may provide funding for the initial FF&E pursuant to a budget request from the Organization or Library. The Organization shall maintain the FF&E. At the termination of this Agreement it shall surrender all FF&E to the City except FF&E provided solely by the Organization with the Organization funds and carried on the Organization's inventory, including that equipment repaired or replaced by the Organization, in similar condition to that in which it was received, reasonable wear and tear excepted. The Organization shall provide an annual inventory of the Organization's FF&E to the City at the end of each fiscal year. At the termination of this Agreement, FF&E owned or provided by the Organization that is affixed to the building may be removed, providing any damage upon such removal is repaired by the Organization.
- e. Organization Property. Unless otherwise agreed, the Organization shall obtain at its cost and shall be the owner of all FF&E used by it as part of its management function. The Organization shall maintain an inventory of these items.

7. Maintenance

- a. The Organization and Library shall be responsible for keeping public areas in a safe, appropriate, and presentable fashion.
- b. The City will remain responsible for repairs to the building and grounds. The Organization and Library will notify the City of repairs and maintenance as needed, and will work cooperatively to obtain funds to maintain the building.
- c. The Organization will be responsible for exhibit repairs and improvements to their own exhibits.
- d. The City will be responsible for building insurance, utilities and telephone services.

8. Grant Funds

- a. City must be notified of any intent to apply for grant funding for building maintenance, and all grant applications must be coordinated and approved for submission by the City. Grant applications will be submitted by the City and any grant funds awarded will be received by City for grant management. Expenditures for grant funded projects will be billed to, and paid directly by the City.

9. Miscellaneous

- a. The Organization shall have use of the Town/Craft Building for storage of archives and meetings.
b. The Organization shall work cooperatively with other entities, including the City, to host programs and events.

City Administrator

Date

Fullhart/Carnegie Charitable Trust,
DBA Hometown Heritage

Date

Perry Public Library Board President

Date