

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Seeking a Motion to Approve the Service Agreement with the St. Charles History Museum for FY 2024-2025 in the amount of \$60,000	
	Presenter:	Bill Hannah, Finance Director	
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost: \$ <i>60,000</i>		Budgeted Amount: \$60,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The service agreement with the St. Charles History Museum in the amount of \$60,000 for FY 2024-2025 is attached. The St. Charles History Museum made its annual presentation at the Government Operations Committee Meeting on February 5, 2024. The Museum requested funding in the amount of \$60,000 at that presentation, which is an increase of \$10,000 from their funding received for FY 2023-24. The amount is consistent with the amount reflected in the 2024-2025 City budget.</p>			
Attachments (please list):			
St. Charles History Museum Service Agreement FY 2024-25			
Recommendation/Suggested Action (briefly explain):			
Seeking a Motion to Approve the Service Agreement with the St. Charles History Museum for FY 2024-2025 in the amount of \$60,000			

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a Service Agreement with the St. Charles History Museum in the
Amount of \$60,000 for Fiscal Year 2024-2025**

**Presented & Passed by the
City Council on May 20, 2024**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this 20th day of May, 2024.

Passed by the City Council of the City of St. Charles, Illinois this 20th day of May, 2024.

Approved by the Mayor of the City of St. Charles, Illinois this 20th day of May, 2024.

Lora A. Vitek, Mayor

ATTEST: _____
City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES HISTORY MUSEUM**

WHEREAS, the City of St. Charles, hereinafter referred to as " City," is desirous of promoting the rich history and culture of St. Charles; and,

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, the St. Charles History Museum, (hereinafter referred to as "the History Museum") an Illinois not-for-profit organization certified by the State of Illinois to collect, preserve, and present the history of the City of St. Charles and St. Charles Township, can provide research facilities, exhibits, and programs to residents and visitors to St. Charles.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. In consideration of the promises, terms and conditions set forth, the History Museum shall devote its energies to presenting the history of the Greater St. Charles area including, but not limited to, museum exhibits, satellite exhibits, public programs, school programs on site and in the classrooms, and participation in community festivals when feasible. Activities to include, but not limited to:
 - A. Maintaining permanent and rotating exhibits on various St. Charles history subjects at the History Museum and other locations in the community;
 - B. Offer public programs for residents and visitors by working with other community groups to bring in speakers and experts on various topics relating to local, state, and regional history and culture;
 - C. Work with teachers and principals to create and offer programs for CUSD 303 schools to supplement the local history unit and other relevant units;
 - D. Work with local festival and event coordinators to offer services including bus tour guides, and to coordinate possible exhibit opportunities;
 - E. Maintain and enhance existing relationships with St. Charles community stakeholder organizations including the St Charles Business Alliance, Chamber of Commerce, St. Charles Community Unit School District 303, Public Library, Park District, St. Charles Township, and the City;
 - F. Seek grants on all levels to assist in the funding of planned activities;
 - G. Interface with other local, state and regional museum organizations to ensure best practices are being met;

- H. Continue to assess the results of the History Museum's work and provide annual written reports to the City Council.
- II. In consideration of the foregoing services provided by the History Museum, City agrees to pay to the History Museum \$60,000 (Sixty Thousand Dollars) for the period beginning May 1, 2024 and ending April 30, 2025. Payment shall be made on a monthly basis.
- III. The History Museum will not enter into any relationship, contractual or otherwise, which will subject City to any liability. The History Museum, an independent contractor, receives funding from the City to provide programs and exhibits highlighting the history of St. Charles and has no authority to bind the City in any matter. The History Museum further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorney's fees, arising from the execution or implementation of this agreement.
- IV. The History Museum shall maintain records of all of its activities for a period of at least seven years, which records shall upon request be subject to inspection and copying by City or its designated agent at City's sole expense at any reasonable time or times during the operation of this agreement and for a period of six years thereafter.
- V. This agreement shall terminate on April 30, 2025, and the consideration therefore may be renewed by a written instrument executed by both parties.
- VI. The History Museum shall provide the City with monthly financial reports including profit and loss statements, along with a balance sheet, once approved by the Museum Board. The History Museum shall comply with the terms and conditions of City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2024.
- VII. The History Museum agrees that it will continue to identify, recruit, and appoint new and/or additional members to its Board of Directors to represent the entire community of the City of St. Charles. The History Museum also agrees to maintain its by-laws so as to restrict the duration and number of terms of office members of the Board of Directors may serve.
- VIII. Upon termination of this agreement, any funds paid to the History Museum and not used or otherwise subject to pending contract requirements of the History Museum shall be returned to the City.

- IX. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving ten-day written notice upon the other party.
- X. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.
- XI. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of May, 2024.

ST. CHARLES HISTORY MUSEUM

CITY OF ST. CHARLES

By _____
President

Mayor