

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IX

Title:

Recommendation to approve the Service Agreement with the History Museum for FY 2020-2021 in the amount of \$46,000.

Presenter:

Chris Minick

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 46,000

Budgeted Amount: \$ 46,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

The service agreement with the History Museum in the amount of \$46,000 for FY 2020-2021 is attached. The History Museum made its annual presentation at the Government Operations Committee Meeting on February 3, 2020. The History Museum requested funding in the amount of \$50,000 at that presentation. During subsequent budget discussions, the City Council provided direction that the funding amount should be set at \$46,000, in general compliance with a 5-year plan proposed by the History Museum during fiscal year 2018-2019. The amount is consistent with the amount reflected in the 2020-2021 City budget. Except for the change in the funding amount for FY 2020-2021, the agreement is unchanged.

Historically, the History Museum has received an allocation from the Hotel Motel Tax revenue stream in an amount between \$30,000 and \$35,000 annually. In FY 2018-19 the City awarded the History Museum funding in the amount of \$42,000 to allow for additional initiatives and programs to be undertaken by the History Museum. As part of the 2018-2019 presentation, the History Museum requested the following incremental annual funding increases with the goal of increasing City funding levels to \$50,000 ultimately:

- 2019-2020: \$44,000
- 2020-2021: \$46,000
- 2021-2022: \$48,000
- 2022-2023: \$50,000

The City Council agreed to consider these increases as part of the annual budget process each year based on the results achieved. Staff will incorporate any Committee relevant feedback into the amounts ultimately incorporated into the budget draft to be presented for approval later this spring.

Attachments *(please list):*

- **Fiscal Year 2020-2021 Service Agreement**

Recommendation/Suggested Action *(briefly explain):*

Seeking a Motion to Approve the Service Agreement with the History Museum for FY 2020-2021 in the amount of \$46,000.

**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 and 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 Convention and Visitor's Bureau, Chamber of Commerce, Downtown Partnership, 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 \$46,000 (Forty-Six Thousand Dollars) for the period beginning May 1, 2020 and ending April 30, 2021. Payment shall be made on a monthly basis, subject to deductions by City for collection costs.
- 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 City to provide programs and exhibits highlighting the history of St. Charles and has no authority to bind 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 three years thereafter.
- V. This agreement shall terminate on April 30, 2021, and the consideration therefore may be renewed by a written instrument executed by both parties.
- VI. The History Museum shall provide City with a monthly financial report including a profit and loss statement, along with an annual balance sheet. The current profit and loss statement shall be provided to City within thirty (30) days after the end of the month for which the statement is prepared. 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, 2020.
- 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 April, 2020.

ST. CHARLES HISTORY MUSEUM

CITY OF ST. CHARLES

By _____
President

Mayor