



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title:	Seeking a Motion to Approve the Service Agreement and Funding for the History Museum in the amount of \$31,500 for FY 2015-2016
Presenter:	Chris Minick, Finance Director

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (08/17/2015)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$31,500	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

On May 18, 2015, representatives of the History Museum appeared before the Government Operations Committee and presented results of operations for the past year and outlined relevant activities planned for its upcoming year of operations, as is required for organizations that receive more than \$25,000 in City funding support. Shortly thereafter, the City Council began to discuss funding for outside agencies and a possible reduction which has since been approved. That discussion began prior to approval of the formal service agreement for the History Museum and the service agreement was put on hold while that discussion was ongoing. The funding agreement for the History Museum never formally approved.

Attached is the anticipated service agreement for FY 15-16. It reflects essentially the same terms and conditions as the 14-15 agreement except for the level of funding provided. Consistent with City Council direction, the funding level has been reduced by 10% from \$35,000 to \$31,500 for FY 15-16. The History Museum is aware that this reduction is to occur for FY 15-16.

Staff is recommending formal approval of the Service agreement and funding amount of \$31,500 for FY 2015-2016.

**Attachments:** (please list)

**Service Agreement**

**Recommendation / Suggested Action** (briefly explain):

**A Motion to Approve the Service Agreement and Funding for the History Museum in the Amount of \$31,500 for FY 2015-2016**

*For office use only:*

*Agenda Item Number:* IB

**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 Thirty-One Thousand Five Hundred dollars and no/100 cents (\$31,500.00) for the period beginning May 1, 2015 and ending April 30, 2016. 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, 2016, 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, 2015.
  - 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 August, 2015.

**ST. CHARLES HISTORY MUSEUM**

**CITY OF ST. CHARLES**

By \_\_\_\_\_  
President

\_\_\_\_\_  
Mayor