

**CITY OF PALMER
ACTION MEMORANDUM NO. 12-012**

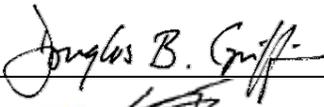
Subject: Authorize the City Manager to Enter into an Agreement Between the City and the Palmer Museum of History and Art for Museum Services

Agenda of: February 14, 2012

Council Action: Authorized

Approved for presentation by:

City Manager
City Attorney
City Clerk



Certification of Funds:

Total amount of funds listed in legislation: \$40,000

This legislation (√):

 Has no fiscal impact

 √ Funds are budgeted from this (these) line item(s):

FY 2012 01-01-20-6030 Contractual Services

 Funds are not budgeted. Budget modification is required. Affected line item(s):

Unrestricted/undesignated fund balance (after budget modification) \$ _____

Director of Administration signature certifying funds: 

Attachment(s):

- 2012 Agreement with Palmer Museum of History and Art
- March 2006 Agreement with Palmer Museum of History and Art
- Amendments 1-5 to March 2006 Agreement with Palmer Museum of History and Art
- Action Memorandum 06-009 Authorize grant to Palmer Museum of History and Art for museum services
- Resolution No. 05-017 authorizing contract with Palmer Museum of History and Art for care custody and control of historic artifacts and museum services

Summary statement: This Agreement continues the contractual relationship that has existed since March 2006 between the City and the Palmer Museum of History and Art (PMHA) wherein PMHA is the exclusive entity responsible for the care, custody, and control of historic artifacts owned by the City.

Background: On June 28, 2005, the City Council approved resolution no. 05-017 authorizing the City to enter into a contract with the PMHA, an Alaska non-profit corporation, to be the official caretaker of all historical artifacts and museum properties for the City. That relationship was formalized by the execution on March 10, 2006 of an Agreement between the City and PMHA. Council has amended Section II.E., the funding section, of the 2006 Agreement five times following an appropriation of funding.

The 2012 Agreement includes language that specifies PMHA will perform its tasks as an independent contractor, continues to insure that ownership of historic artifacts remains with the

City, and allows PMHA to use the 1.42 acre parcel on 723 S. Colony Way for temporary and special events with prior written consent from the City. The 2012 Agreement will continue to require annual review and appropriation of funding by Council.

Section II.J. establishes the term of this 2012 Agreement at five years with an opportunity for up to two additional five-year renewal periods. This section also makes the 2012 Agreement subject to the annual appropriation of funds by the Council and provides that the Agreement may be terminated for cause (Section II.K.) or for the convenience of the City (Section II.L.). PMHA has attached a high level of importance to including the five-year renewal periods found in Section II.J. PHMA feels that it will be easier to compete for larger grants from foundations to improve the Palmer Museum if they can show that PMHA has a long term commitment to managing the museum's collection on behalf of the City. These funding sources are looking for an indication that there will be a long term future relationship between a museum's public owner and any applicant for grant funds.

Section II. G. of the March 2006 Agreement provided for a total of five years in renewals, but did not allow for extensions beyond five years without entering into a new Agreement.

Administration recommendation: Approve action memorandum 12-012.

AGREEMENT

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

This Agreement is entered into the 10TH day of MARCH, 2006, between the City of Palmer (hereinafter City), a municipal corporation, whose address is 231 W. Evergreen Avenue, Palmer, AK 99645, and the Palmer Museum of History and Art (hereinafter PMHA), a non-profit corporation, whose address is 723 S. Colony Way, Palmer, Alaska 99645, for the purpose of providing curatorial, archival and museum services to the City.

I. RECITALS:

- A. The City has a collection of artifacts (the Collection) that has been housed in the Palmer Visitor Center for several years; and,
- B. The PMHA has incorporated as a non-profit corporation dedicated to manage and care for the Collection, and to exhibit and interpret items that depict the history of the greater Palmer area; and,
- C. By Resolution No. 05-017, attached as Exhibit A, adopted by the City Council of the City of Palmer on June 28, 2005, the City authorized the City Manager to enter into a contract with the PMHA to be the exclusive entity responsible for the care, custody, and control of the historical artifacts owned by the City.

II. THEREFORE, it is agreed as follows:

- A. PMHA shall perform all tasks associated with the Collection entrusted to its care in a good and professional manner. These tasks are described in Exhibit B, attached, containing a one-page "Understandings," dated January 2005, an annual budget, and a 2006 Annual Work Plan for the PMHA. These tasks are generally described as follows:
 - 1. Complete an inventory or catalogue of all items in the Collection.
 - 2. Complete the registration of all items in the Collection.
 - 3. Collect and register items appropriate to the PMHA purpose as described in the PMHA collections policy, attached as Exhibit A.
 - 4. Develop and maintain displays of Collection items as public display areas are available for the PMHA's use.
 - 5. Provide for the proper care and custody of the Collection utilizing accepted archival practices.
- B. The ownership of the Collection and items subsequently acquired by the PMHA under this Agreement shall remain the property of the City, unless items are accepted by the PMHA as part of the Collection under terms of a loan agreement with the owner of

the item. In all cases, the PMHA shall prepare and retain records adequate to document the ownership of all items in the Collection.

C. The PMHA is responsible for hiring staff and entering into agreements for contract services as necessary to perform its duties under this Agreement.

D. The PMHA shall present to the City by September 15 of the then current annual period covered by this Agreement a proposed work plan and budget for the following calendar year that contains all costs associated with the PMHA's responsibilities under this Agreement for that period. The work plan budget shall identify the source and amount of all revenue the PMHA has received to support its activities for the period. The funds requested by the PMHA from the City for expenditure under this Agreement are subject to appropriation by the City.

E. The Palmer City Council has appropriated a grant to the PMHA of \$65,000 for calendar year 2006 PMHA expenses itemized in the annual budget (Exhibit B). The City shall pay \$25,000 to the PMHA at the time the Agreement is signed by both parties. The City shall make subsequent payments up to a total of \$65,000 upon receiving written requests for payment from the PMHA.

F. The PMHA shall keep and maintain accurate records of the expenditure of City grant funds and make these records available to the City. At a minimum, these records must include a monthly account showing the expenditure of City grant funds in the budget line items of the annual budget, with supporting documentation sufficient to verify those expenditures. The PMHA shall provide the City copies of monthly expense reports and supporting documentation within ten days following the end of the previous monthly period.

F. If the PMHA receives grants that provide funds to support PMHA's responsibilities or activities under this Agreement, the PMHA, as grantee, shall be responsible for compliance with all grant terms and conditions. The City shall have no responsibility to assure the PMHA's compliance with grant agreements in which the City is not the grantee. The City may agree to be the grantee for a grant involving Collection activities or improvements if permitted by the granting agency and approved by the Palmer City Council.

G. This Agreement shall start on the date duly executed by both parties and continue until December 31, 2006. Thereafter, this Agreement may be renewed by a writing signed by both parties for annual periods ending December 31, 2010, at which time this Agreement may no longer be renewed, but a new Agreement may be entered into. This Agreement is always subject to termination as described in Sections H and I, and this Agreement is subject to annual appropriation by the Council.

H. Termination of Agreement for Cause. If, through any cause, the PMHA shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the

PMHA shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the PMHA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

I. Terminate of Agreement for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the PMHA of such termination and specifying the effective date of such termination. If the City notifies PMHA of a termination for the convenience of the City, the City will pay PMHA all costs duly chargeable to the City under this contract, not previously paid, for the actual performance of this contract during the then current year before the effective date of the termination.

J. Modifications. The parties may mutually agree to modify the terms of this Agreement only by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

K. Equal Employment Opportunity. The PMHA will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era.

L. Non-Assignability. The PMHA shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

M. Administration. The City Manager or his or her designee will be the representative of the City administering this Agreement.

N. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer, Alaska. The law of the state of Alaska shall govern the rights and obligations of the parties.

O. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

P. Compliance with Law. The PMHA shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing its duties under this Agreement.

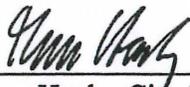
Q. Independent Contractor. PMHA provides its services to the City as an independent contractor of the City. PMHA has no other legal relationship with the City.

R. Notices. Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed to the following address:

City: City Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

PMHA: Palmer Museum of History and Art
723 S. Colony Way
Palmer, AK 99645

CITY OF PALMER



Thomas Healy, City Manager

PALMER MUSEUM OF HISTORY AND ART



Its: President

AMENDMENT NO. 1

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

THIS AMENDMENT is made and entered into this FOURTH day of January, 2007, by and between the City of Palmer, an Alaska municipal corporation (the City), and the Palmer Museum of History and Art (the PMHA).

This Amendment amends the Agreement between the City and the PMHA dated March 10, 2006, as follows:

1. Delete section II. E. and replace it with the following section II. E.:
 - E. The Palmer City Council has appropriated a grant to the PMHA of \$40,000 for calendar year 2007 PMHA expenses itemized in the annual budget (Exhibit C). The City shall pay \$20,000 to the PMHA at the time Amendment No. 1 is signed by both parties. The City shall make subsequent payments up to a total of \$40,000 upon receiving written requests for payment from the PMHA.
2. In Section II. G., delete "December 31, 2006," and insert "December 31, 2007."

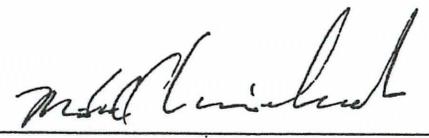
All other provisions of the Agreement remain unchanged.

CITY OF PALMER

PALMER MUSEUM
OF HISTORY AND ART



Thomas Healy, City Manager



Mike Chmielewski
President

AMENDMENT NO. 2

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

THIS AMENDMENT is made and entered into this 30th day of April, 2008, by and between the City of Palmer, an Alaskan municipal corporation (the City), and the Palmer Museum of History and Art (the PMHA), regarding the Agreement between the City and PMHA dated March 10, 2006.

This Amendment replaces Amendment No. 1, dated January 4, 2007, and amends the terms of the Agreement between the City and the PMHA dated March 10, 2006, as follows:

1. Delete section II. E. and replace it with the following section II. E.
 - E. The Palmer City Council has appropriated a grant to the PMHA of \$40,000 for calendar year 2008 PMHA expenses as itemized in the annual budget (Exhibit A, attached). The City shall pay \$20,000 to the PMHA at the time Amendment No. 2 is signed by both parties. The City shall make subsequent payments up to a total of \$40,000 upon receiving written requests for payment from the PMHA.
2. In Section II. G., delete "December 31, 2007," and insert "December 31, 2008."

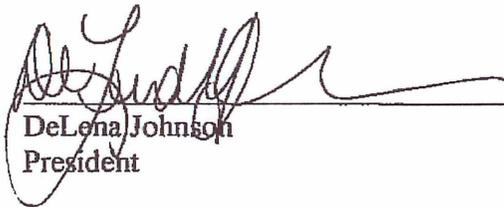
All other provisions of the Agreement remain unchanged.

CITY OF PALMER

PALMER MUSEUM
OF HISTORY OF ART



Bill Allen
City Manager



DeLena Johnson
President

AMENDMENT NO. 3

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

THIS AMENDMENT is made and entered into this 2nd day of January, 2009, by and between the City of Palmer, an Alaskan municipal corporation (the City), and the Palmer Museum of History and Art (the PMHA), regarding the Agreement between the City and PMHA dated March 10, 2006.

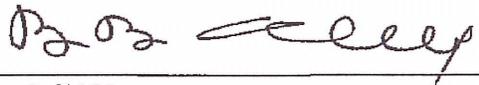
This Amendment replaces Amendment No. 2, dated April 30, 2008, and amends the terms of the Agreement between the City and the PMHA dated March 10, 2006, as follows:

1. Delete section II. E. and replace it with the following section II. E.
 - E. The Palmer City Council has appropriated a grant to the PMHA of \$40,000 for calendar year 2009 PMHA expenses. The City shall pay \$20,000 to the PMHA at the time Amendment No. 3 is signed by both parties. The City shall make subsequent payments up to a total of \$40,000 upon receiving written requests for payment from the PMHA.
2. In Section II. G., delete "December 31, 2008," and insert "December 31, 2009."

All other provisions of the Agreement remain unchanged.

CITY OF PALMER

PALMER MUSEUM
OF HISTORY OF ART



B. B. Allen
City Manager



Jim Beck
President

AMENDMENT NO. 4

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

THIS AMENDMENT is made and entered into this 12th day of March, 2010, by and between the City of Palmer, an Alaskan municipal corporation (the City), and the Palmer Museum of History and Art (the PMHA), regarding the Agreement between the City and PMHA dated March 10, 2006.

This Amendment replaces Amendment No. 3, dated January 1, 2009, and amends the terms of the Agreement between the City and the PMHA dated March 10, 2006, as follows:

Delete section II. E. and replace it with the following section II. E.

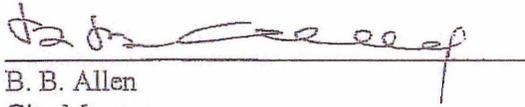
- E. The Palmer City Council has appropriated a grant to the PMHA of \$40,000 for calendar year 2010 PMHA expenses. The City shall pay \$20,000 to the PMHA at the time Amendment No. 4 is signed by both parties. The City shall make subsequent payments up to a total of \$40,000 according to the following schedule:

4/1/2010	\$10,000
6/1/2010	\$ 5,000
10/1/2010	\$ 5,000

All other provisions of the Agreement remain unchanged.

CITY OF PALMER

PALMER MUSEUM
OF HISTORY OF ART


B. B. Allen
City Manager


Jim Beck
President

AMENDMENT NO. 5

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

THIS AMENDMENT is made and entered into this December day of 28, 2010, by and between the City of Palmer, an Alaskan municipal corporation (the City), and the Palmer Museum of History and Art (the PMHA), regarding the Agreement between the City and PMHA dated March 10, 2006.

This Amendment replaced Amendment No. 4 dated March 12, 2010, and amends the terms of the Agreement between the City and PMHA dated March 10, 2006, as follows:

Delete section II.E. and replace it with the following section II.E.

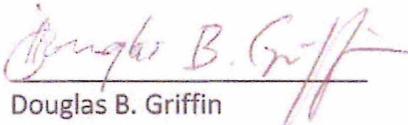
- E. The Palmer City Council has appropriated a grant to the PMHA of \$40,000 for calendar year 2011 expenses. The City shall pay \$20,000 to the PMHA at the time Amendment No. 5 is signed by both parties. The City shall make subsequent payments up to a total of \$40,000 according to the following schedule:

4/1/2011	\$10,000
6/1/2011	\$ 5,000
10/1/2011	\$ 5,000

All other provisions of the Agreement remain unchanged.

CITY OF PALMER

PALMER MUSEUM
OF HISTORY AND ART



Douglas B. Griffin
City Manager



Anne Lane
President

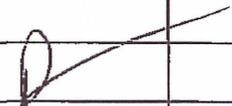
CITY OF PALMER ACTION MEMORANDUM

SUBJECT: Authorize a Grant Agreement with the Palmer Museum of History and Art for \$65,000

AGENDA OF: February 14, 2006

Council action:

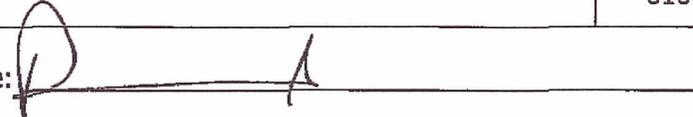
Approved for presentation by Tom Healy, City Manager 

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator – City Manager		
X	City Clerk		
X	City Attorney	JS	
	Emergency Services Director		
X	Finance Director		
	Library Director		
	Police Chief		
	Public Works Director		

Attachment(s): Palmer Museum of History and Art correspondence (four pages), including "Understandings," proposed budget and 2006 work plan.

Fiscal note:

	No fiscal impact.	
	Funds are budgeted from this account number:	
X	Funds are not budgeted. Budget modification is required. Affected account number:	0100-00-3692

Finance Director Signature: 

Summary statement: Resolution No. 05-017, approved by the City Council in June, 2005, authorized the city manager to enter into a contract with the Palmer Museum of History and Art (PMHA) for the care, custody and control of the historical artifacts owned by the City. The manager recently received a proposal from the PMHA to provide these services (attached). The PMHA and the Chamber of Commerce will meet to develop a plan for joint use of the Visitor Center. This facility plan, as well as the scope of work and budget proposed by the PMHA, will be incorporated into the agreement between the City and PMHA.

The purpose of this action before the Council is to authorize a grant of \$65,000 to the PMHA. This amount was not included in the 2006 budget, so the Council must approve this grant amount and

direct that the 2006 City budget be amended to include a grant of up to \$65,000 to the PMHA. The source of funds will be the unappropriated surplus of the General Fund.

Administration recommendation: Authorize a grant to the Palmer Museum of History and Art for up to \$65,000 for PMHA expenses during City fiscal year 2006.

MOVED BY:	Combs	To set the second public hearing on March 28 and schedule a special meeting/committee of the whole for March 7
SECONDED BY:	Wood	

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Combs	Wood	Hill
Hanson	Erbey	

H. BIDS

I. ACTION MEMORANDUMS

Item 1 – Action Memorandum 06-007: Authorize Donation to the Palmer Arts Council in the Amount of \$5,000

MOVED BY:	Erbey	To authorize a donation to the Palmer Arts Council in the amount of \$5,000
SECONDED BY:	Hanson	

Council Member Wood voiced his first inclination to object to the action but stated that the benefits outweigh his objections. He spoke of the City’s ownership through the use of the risers.

Council Member Erbey stated that he would like to see the performing arts take off in Palmer and voiced his approval of the action.

Council Member Hanson voiced his support and stated that anytime public resources can be combined with private resources; there is a benefit to the community.

Council Member Hill voiced his concurrence.

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Combs	Wood	Hill
Hanson	Erbey	

Item 2 – Action Memorandum 06-008: Review, Discussion and Possible Direction Regarding Palmer Municipal Code Chapter 9.28: Obscenity (Moved to Item F)

Item 3 – Action Memorandum 06-009: Authorize a Grant Agreement with the Palmer Museum of History and Art for \$65,000

MOVED BY:	Erbey	Authorize grant agreement with the Palmer Museum of History and Art for \$65,000
SECONDED BY:	Wood	

Council Member Hanson voiced his support of the efforts taken. He voiced his concern regarding the entrance into an agreement with the Palmer History of Museum and Art, the cataloging of artifacts and the \$65,000 price tag for doing so. He stated that he would like to see a session set up between the Palmer Museum of History and Art and the council to discuss the budget and to gain a greater understanding of the expectations.

Mayor Combs spoke of the letter from Council Member Pippel regarding the obtainment of grants. Mayor Combs explained the first year start up monies and the one time request for funds.

He explained the lack of grant opportunities due to the affected timeframes.

Council Member Wood voiced his support and commented on overall comprehensiveness of the annual work plan. He explained the group’s work to obtain future grant and the projection of future diminished City funding levels.

Mayor Combs spoke of the intent of the council to retain the history and artifacts and the desire to create a museum.

Council Member Hanson spoke of the benefit to the City. He voiced his concern regarding the requested funding level and possible future funding requests.

VOTE ON MAIN MOTION: Motion passed by unanimous voice vote.			
	Yes:		No:
Combs	Wood	Hill	
Hanson	Erbey		

Item 4 – Action Memorandum 06-011: Authorize City Manager to Execute Change Order Number Two to the Contract with NorthStar Paving & Construction, Inc., in the Amount of \$34,432.60 for Additional Work on the Helen Drive Realignment and Water System Extension Project

MOVED BY:	Erbey	To authorize the City Manager to execute change order number two to the contract with Northstar Paving & Construction, Inc., in the amount of \$34,432.60 for additional work on the Helen Drive realignment and water system extension project
SECONDED BY:	Hanson	

Council Member Wood asked for an explanation of “muck” excavation. City Manager Healy explained the unforeseen conditions regarding the work and the quantity of muck which exceeded the original estimate.

VOTE ON MAIN MOTION: Motion passed by unanimous voice vote.			
	Yes:		No:
Combs	Wood	Hill	
Hanson	Erbey		

Item 5 – Action Memorandum 06-012: Authorize City Manager to Negotiate and Execute a Professional Services Agreement with Hattenburg, Dilley & Linnell in the Amount of \$91,830 for Design Engineering and Bid Phase Services for Arctic Avenue Water Improvements

MOVED BY:	Erbey	To authorize the City Manager to negotiate and execute a professional services agreement with Hattenburg, Dilley & Linnell in the amount of \$91,830 for design engineering and bid phase services for Arctic Avenue water improvements
SECONDED BY:	Hanson	

VOTE ON MAIN MOTION: Motion passed by unanimous voice vote.			
	Yes:		No:
Vanover	Wood	Hill	
Hanson	Erbey		

Introduced by: Mayor Combs
Date: June 28, 2005
Action: Adopted
Vote: Unanimous

CITY OF PALMER, ALASKA

RESOLUTION NO. 05-017

A RESOLUTION WHEREBY THE CITY OF PALMER AUTHORIZES THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PALMER MUSEUM OF HISTORY AND ART, AN ALASKA NON-PROFIT CORPORATION, TO BE THE EXCLUSIVE ENTITY FOR THE CARE, CUSTODY, AND CONTROL OF THE HISTORICAL ARTIFACTS OWNED BY THE CITY OF PALMER

WHEREAS, it is in the best interest of the City of Palmer to catalog, preserve, and protect those artifacts deemed to be of an historical nature relating to the creation, development, and continuance of the City of Palmer; and

WHEREAS, it is the goal of the City of Palmer to permanently house these artifacts in a museum building located in the historical district of the City of Palmer; and

WHEREAS, in the interest of efficiency and accountability, it is in the best interest of the City of Palmer to enter into a contract a specific, exclusive entity for the care, custody, and control of the afore mentioned artifacts on behalf of the City of Palmer; and to endeavor a coordinated effort to purchase or lease a museum for their display.

NOW, THEREFORE, LET IT BE RESOLVED that the Council of the City of Palmer hereby authorizes the City Manager to enter into a contract with the Palmer Museum of History and Art, an Alaska non-profit corporation, to be the official caretaker of all historical artifacts and museum properties for the City of Palmer. Furthermore, the City of Palmer shall make a donation for initial expenses incurred by the Palmer Museum of History and Art in the amount of two thousand dollars (\$2000.00) effective upon adoption of this resolution.

Passed and approved by the City Council of the City of Palmer, Alaska, this 28th day of June, 2005.

John C. Combs, Mayor

Janette M. Bower, City Clerk

MOVED BY:	Pippel	To accept the Enhanced 911 Advisory Board recommendations to prioritize the allocation of Enhanced 911 funds for Fiscal Year 2005 and a portion of Fiscal Year 2006
SECONDED BY:	Vanover	

Council Member Pippel asked of the priorities of the 911 Board and the City’s share of operating costs. City Manager Healy explained the meetings held to prioritize the expenses and the prepared budget. He stated that the agreement is separate from the Borough’s agreement regarding 911 functions.

Council Member Vanover verified the addition of E-911 call-taker payroll and benefits funds.

Council Member Pippel asked of the accuracy of the budget and revenues. City Manager Healy explained the calculations used to prepare the budget.

Council Member Hanson asked of the anti-alley computers used to make the system function. City Manager Healy explained the system and the computers used for Wasilla’s workstations.

VOTE ON MAIN MOTION:	Motion carried by unanimous voice vote.
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Item 2 – Action Memorandum 05-072: Authorize the City Manager to Submit Grant Application to the Department of Public Safety-Division of Alaska State Troopers through the Byrne Formula Grant Program and the Byrne Justice Assistance Grant Program

MOVED BY:	Hanson	To authorize the city manager to submit a grant application to the Department of Public Safety-Division of Alaska State Troopers through the Byrne Formula Grant Program and the Byrne Justice Assistance Grant Program
SECONDED BY:	Wood	

Council Member Pippel stated the wisdom of keeping all funding options open and voiced his support of the drug task force position.

Council Member Hanson asked of the grant’s funding reduction and contributions to the City. He expressed his concerns over the State’s ability to provide future funding and asked that an evaluation be considered to identify the possible risks of applying for the grant under its current conditions and the loss of other funding opportunities.

Council Member Pippel explained the history of the Byrne Grant and possible continued funding reductions. He stated the likelihood of the City as being the only funding source in the future.

VOTE ON MAIN MOTION:	Motion carried by unanimous voice vote.
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H. HEARINGS, ORDINANCES AND RESOLUTIONS

Item 1 – Public Hearing – Resolution No. 05-017: Whereby the City of Palmer recognizes the Palmer Museum of History and Art as the exclusive entity for the care, custody, and control of the historical artifacts owned by the City of Palmer (IM 05-059)

MOVED BY:	Pippel	To adopt resolution no. 05-017
SECONDED BY:	Wood	



Mayor Combs opened the public hearing for resolution no. 05-017. The following persons testified:

Sherrie Williams spoke in favor of the resolution and expressed her enthusiasm over the establishment of a board to oversee the endeavor.

Wayne Bouwens stated that he is one of the original colonists and voiced the need for a museum. He stated that the present museum is inadequate to house the artifacts.

Helen Dolenc stated that she has been a resident of Palmer in 1966 and explained her interest in history. She stated the community has a rich history that has not been brought forward in an adequate manner. She said that it is time the Palmer area does something about its history.

Gerri McCann explained her work with the City artifacts. She stated that in order to have an adequate registration, a board must be established to verify the registration and provide policies regarding the artifacts use and care. She spoke of the requirement that items brought into the museum must be of historical value and the need to honor the settlers of Palmer. Ms. McCann spoke of the obligation to provide an educational opportunity for students and teachers. She highlighted the cultural tourism opportunities and stated that the organization will seek other resource avenues for the establishment of a museum.

Mike Chmielewski stated that he was attracted to the organization because of the educational opportunities for students and an opportunity to fill a gap regarding the history of the Valley. He highlighted his association with the group as an effort to provide a school district presence and perspective.

Primary Amendment #1 to Main Motion		
Moved by:	Pippel	To amend the title to read:
Seconded by:	Vanover	WHEREBY THE CITY OF PALMER AUTHORIZES THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PALMER MUSEUM OF HISTORY AND ART, AN ALASKA NON-PROFIT CORPORATION, TO BE THE EXCLUSIVE ENTITY FOR THE CARE, CUSTODY, AND CONTROL OF THE HISTORICAL ARTIFACTS OWNED BY THE CITY OF PALMER

Vote on Amendment:	Motion carried by unanimous voice vote.
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Primary Amendment #2 to Main Motion		
Moved by:	Pippel	To amend the third whereas paragraph to read:
Seconded by:	Wood	WHEREAS, in the interest of efficiency and accountability, it is in the best interest of the City of Palmer to enter into a contract a specific, exclusive entity for the care, custody, and control of the afore mentioned artifacts on behalf of the City of Palmer; and to endeavor a coordinated effort to purchase or lease a museum for their display.

Vote on Amendment:	Motion carried by unanimous voice vote.
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Primary Amendment #3 to Main Motion		
Moved by:	Pippel	To amend the now, therefore paragraph to read: NOW, THEREFORE, LET IT BE RESOLVED that the Council of the City of Palmer hereby authorizes the City Manager to enter into a contract with the Palmer Museum of History and Art, an Alaska non-profit corporation, to be the official caretaker of all historical artifacts and museum properties for the City of Palmer. Furthermore, the City of Palmer shall make a donation for initial expenses incurred by the Palmer Museum of History and Art in the amount of two thousand dollars (\$2000.00) effective upon adoption of this resolution.
Seconded by:	Carrington	

Vote on Amendment:	Motion carried by unanimous voice vote.
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Council Member Pippel voiced his support of the resolution, the appropriateness of bringing the collection together and the credentials of the board.

Council Member Vanover spoke of her husband’s family history as original Colonists and stated the necessity of historical documentation.

Council Member Wood voiced his support of the resolution and spoke of the important function of documenting the artifacts. He voiced his favor of a contract with the association rather than a donation to the association.

Mayor Combs spoke of the initial funding by the council’s discretionary fund and the origination of the resolution. He highlighted his family’s artifacts and stated that every effort should be made to preserve the history of Palmer and the Valley. He stated that he had previously recognized the many dedicated and worthwhile groups interested in the same project and his goal to bring those groups together to reach a resolution to the project.

VOTE ON MAIN MOTION:	Motion passed by unanimous voice vote.
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Item 2 – Public Hearing – Resolution No. 05-018: Providing for the Submission to the Qualified City of Palmer Voters the Question of Amending Section 9.3 (City Representatives on Borough Assembly), Section 9.4 (Vacancies in Office of Representatives on the Assembly and Section 9.5 (Compensation of Representatives on the Assembly) of Chapter 9 (Intergovernmental Relations) of the City of Palmer Charter at an Election in and for the City of Palmer on October 4, 2005 (IM 05-060)

MOVED BY:	Hanson	To adopt resolution no. 05-018
SECONDED BY:	Erbey	

Mayor Combs opened the public hearing for resolution no. 05-018. There were no persons who wished to testify.

AGREEMENT

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

This Agreement is entered into the ____ day of _____, 2012, between the City of Palmer (hereinafter City), a municipal corporation, whose address is 321 West Evergreen Avenue, Palmer, Alaska 99645, and the Palmer Museum of History and Art (hereinafter "PMHA"), a non-profit corporation, whose address is 723 South Colony Way, Palmer, Alaska 99645, for the purpose of providing curatorial, archival and museum services to the City.

I. RECITALS:

A. The City has a collection of artifacts (the "Collection") that has been housed in the Palmer Visitor Center for several years; and

B. The PMHA has incorporated as a non-profit corporation dedicated to manage and care for the Collection, and to exhibit and interpret items that depict the history of the greater Palmer area; and

C. By Resolution No. 05-017, attached as **Exhibit A**, adopted by the City Council of the City of Palmer on June 28, 2005, the City authorized the City Manager to enter into a contract with the PMHA to be the exclusive entity responsible for the care, custody, and control of the historical artifacts owned by the city.

II. THEREFORE, it is agreed as follows:

A. The full time and best efforts of the PMHA as an independent contractor of the City shall be expended to provide curatorial, archival and museum services to the City in accord with industry best practices and City budgets, as adopted and amended from time to time.

B. PMHA shall perform all tasks associated with the ownership of the historical artifacts owned by the City, also referred to as the Collection, entrusted to its care in a good and professional manner. These tasks are generally described as follows:

1. Complete an inventory or catalogue of all items in the Collection and provide either a paper or digital copy of the inventory or catalogue to the City to be archived by the City.

2. Complete the registration of all items in the Collection.

3. Collect and register items appropriate to the PMHA purpose as described in the PMHA collections policy, attached as Exhibit A. Develop and maintain displays of Collection items as public display areas are available for the PMHA's use.

4. Provide for the proper care and custody of the Collection utilizing accepted archival practices.

C. The Collection and items subsequently acquired by the PMHA under this Agreement shall remain the property of the City, unless items are accepted by the PMHA for display under terms of a loan agreement with the owner of the item. In all cases, the PMHA shall prepare and retain records adequate to document the ownership of all items on display or in the Collection.

D. PMHA as an independent contractor is solely responsible for hiring staff and entering into agreements for contract services as necessary to perform its duties under this Agreement.

E. PMHA shall present to the City by September 15 of the then current annual period covered by this Agreement a proposed work plan and budget for the

following calendar year that contains all costs associated with the PMHA's responsibilities under this Agreement for that period. The work plan budget shall identify the source and amount of all revenue the PMHA has received to support its activities for the period. The funds requested by the PMHA in the annual proposed work plan and budget are subject to appropriation by the City Council.

F. Subject to the provisions of Section II of this Agreement, as compensation for PMHA's services, the City shall pay PMHA the amount of \$40,000. The City shall pay PMHA:

At signing	\$20,000
April 1	\$10,000
June 1	\$ 5,000
October 1	\$ 5,000

G. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to PMHA in connection with performance of its duties under this Agreement; provided, however, that PMHA shall be able to use the City's building and property located at 723 S. Colony Way, Palmer Alaska to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs PMHA may incur in the performance of its obligations under this Agreement have already been included in computation of PMHA's compensation and may not be charged to the City.

1. Use of the 1.42 acre parcel on which the building at 723 S. Colony Way by the PMHA for temporary events and special displays requires prior written consent of the City and acquisition of any required local, state or federal permits.

H. PMHA shall keep and maintain accurate records of the expenditure of City funds and make these records available to the City. At a minimum, these records must include a monthly account showing the expenditure of City funds in the budget line items of the annual budget, with supporting documentation sufficient to verify those expenditures. The PMHA shall provide the city copies of monthly expense reports and supporting documentation within ten days following the end of the previous monthly period.

I. If PMHA receives grants that provide funds to support PMHA's responsibilities or activities under this Agreement, PMHA, as grantee, shall be solely responsible for compliance with all grant terms and conditions. The City shall have no responsibility to assure PMHA's compliance with grant agreements in which the City is not the grantee. The City may agree to be the grantee for a grant to acquire items for the Collection, to make improvements to the Collection or facility, to enhance the educational opportunities provided at the museum, or other activities that support the PMHA's responsibilities or activities under this Agreement if permitted by the granting agency and approved by the Palmer City Council.

J. This Agreement shall start on the date duly executed by both parties and continue until December 31, 2016. Thereafter, this Agreement may be renewed by a writing signed by both parties for two additional five year periods This Agreement is

always subject to termination as described in Section K and L and this Agreement is subject to annual appropriation by the Council.

K. Termination of Agreement for Cause. If, through any cause, the PMHA shall fail to fulfill in a timely and proper manner the obligations under this agreement, or if the PMHA shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the PMHA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

L. Termination of Agreement for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the PMHA of such termination and specifying the effective date of such termination. If the City notifies PMHA of a termination for the convenience of the City, the City will pay PMHA all costs duly chargeable to the City under this contract, not previously paid, for the actual performance of this contract during the then current year before the effective date of the termination.

M. Modifications. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by signed, written amendment.

N. Equal Employment Opportunity.

1. PMHA will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall take action to ensure that applicants are employed and that employees are treated during employment

without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. **PMHA shall keep such records and submit such reports concerning the equal opportunity employment provision set forth in Subsection ____ for applicants for employment and employees as the City may require.** Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational or educational activities. PMHA agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. PMHA will, in all solicitations or advertisements for employees placed by or on behalf of PMHA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. PMHA will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

2. PMHA shall comply with all Federal statutes and regulations relating to non-discrimination.

O. Assignability.

1. PMHA shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to PMHA from the City under this Agreement may be assigned by court

order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or PMHA shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to PMHA.

2. PMHA shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

P. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer, Alaska. The law of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Q. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of its provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision of the agreement.

R. Permits, Laws and Taxes. PMHA shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by PMHA under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. PMHA shall pay all taxes pertaining to its performance under this Agreement.

S. Relationship of the Parties. PMHA shall perform its obligations as an independent Contractor of the City. The City may administer this Agreement and monitor PMHA's compliance with this Agreement but shall not supervise or otherwise

direct PMHA except to provide recommendations and to provide approvals pursuant to this Agreement.

T. Agreement Administration.

1. The City Manager, or his/her designee, will be the representative of the City administering this Agreement.

2. The services to be furnished by PMHA shall be administered, supervised, and directed by its Executive Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reasons, PMHA shall appoint a successor in interest subject to a written approval of the City.

U. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Submittal Page	State of Alaska Business License
Appendix "A" Scope of Services	Proof of Non-Profit Status
Appendix "B" Fee Schedule	Certificate of Insurance

V. Defense and Indemnification.

1. PMHA shall hold the City, its officers, employees, and agents (collectively, "City") harmless from and defend and indemnify, the City for liability,

claims, or causes of action arising out of PMHA's intentionally wrongful or negligent acts or omissions under this agreement.

Responsibility for all actions or claims, including costs and attorney's fees, resulting from injuries or damages sustained by any person or property arising directly or indirectly from PMHA's performance of the agreement, which results from the joint negligence of PMHA and the City shall be apportioned on the basis of comparative fault.

PMHA's duty to defend shall apply regardless of whether it is also alleged that the City's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

W. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

X. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Y. Independent Contractor. PMHA provides its services to the City as an independent contractor of the City. PMHA has no other legal relationship with the City.

Z. Notices. Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed to the following address:

City: City Manager
City of Palmer
213 W. Evergreen Avenue
Palmer, AK 99645

PMHA: Executive Director
Palmer Museum of History and Art
723 S. Colony Way
Palmer, AK 99645

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

Its: _____

APPENDIX B

FEE SCHEDULE

For Contract

Between

CITY OF PALMER, ALASKA

and



FEE SCHEDULE

~~_____ The City has authorized the City Administrator to enter into this contract for an amount not to exceed \$ _____ subject to Section _____ Compensation and Section _____ Method and Time of Payment of the _____ 20 _____ Professional Services Contract between the City and PMHA For the Project.~~

~~_____ Any travel or other expenses incurred by PMHA requires prior approval by the _____.~~ The total amount of travel or other expenses shall not exceed \$ _____.