MEMORANDUM OF UNDERSTANDING BETWEEN THE

SISKIYOU COUNTY MUSEUM AND THE FRIENDS OF THE MUSEUM

This Memorandum of Understanding (“MOU”) is entered into by and between the the County of Siskiyou, a political subdivision of the State of California, on behalf of the Siskiyou County Museum, hereafter referred to as “the County,” and the Friends of the Museum, California non-profit corporation, hereafter referred to as “the Friends” on the date signed by all parties to it.

WHEREAS, the County owns and operates the Siskiyou County Museum; and

WHEREAS, the County and the Friends wish to continue to provide public access to the Museum; and

WHEREAS, due to financial limitations, a new Museum operational structure to provide public access to the Museum is needed at this time.

NOW THEREFORE, the parties to this Memorandum of Understanding agree as follows:

1. The Friends Responsibilities:

The Friends will make provision to provide, at no cost to the County:

1. Volunteers to open and close the building
2. Determine the schedule the Museum will be open to the public
3. Greet members of the public entering the Museum
4. Charge and collect admissions for use by the Friends
5. Operate the Gift Shop and will collect all proceeds of the Gift Shop
6. Plan and host Museum events on-site

2) The County’s Responsibilities:

1. The Museum’s database, Past Perfect
2. The County Museum website
3. Any County computer requiring County credentials
4. Any County printer connected to the County network
5. Routers and other networking communications equipment
6. Telephone support
7. Any alarm system for the building and premises
8. Security cameras
9. Utilities and building upkeep, facilities maintenance and janitorial services to the Museum building

3) Donations: The County may accept donated funds from the Friends to coordinate County purchases for the Museum. All donations are required to be approved by the Siskiyou County Board of Supervisors.

4) Insurance: Both parties are insured. The County is self-insured. The Friends agree to maintain a policy of liability insurance in the minimum amount of ($1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. The Friends shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. By execution of this MOU, the parties acknowledge and agree to the provisions of this Section and that it is a material element of consideration. The Friends shall obtain and file with the County prior to engaging in any operation or activity set forth in this MOU, certificates of insurance evidencing additional insured coverage as set forth above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this MOU, without thirty (30) days written notice to County prior to the effective date of such cancellation. Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.

5) Term and Termination: The term of this MOU shall be from July 1, 2021 to June 30, 2025, and may be extended in writing by mutual agreement both parties every four (4) years. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

6) Independent Contractor: It is the express intention of the parties that the Friends are an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and the Friends or any employee or agent of the Friends. Both parties acknowledge that the Friends are not an employee of the County for state or federal tax purposes. The Friends shall retain the right to perform services for others during the term of this MOU.

7) Indemnification: The parties shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of either party or the party’s ’s volunteers, members, assistants, associates, contractors, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

8.) Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested at the address listed below. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY: County Museum

910 South Main Street

Yreka, CA, 96097

And

THE FRIENDS: Friends of the Museum

PO Box 82,

Yreka, CA 96097

9) Governing Law: This MOU and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this MOU shall be brought exclusively in a state court in the County of Siskiyou.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding the day and year first above written.

Siskiyou County Museum Friends of the Museum, a

California non-profit corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MICHAEL PERRY Grace Bennett, President,

County Library and Museum Director Friends of the Museum

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debbie Peters, Vice-President

Friends of the Museum

COUNTY OF SISKIYOU

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRANDON A. CRISS, CHAIR

Board of Supervisors

County of Siskiyou

State of California

ATTEST:

LAURA BYNUM

Clerk, Board of Supervisors

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy