

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN:

Town of Johnstown
[Address]
[City, State, ZIP]
[Website]
[Email]
[Phone]

AND:

Johnstown Historical Society
[Address]
[City, State, ZIP]
[Website]
[Email]
[Phone]

PURPOSE:

This Memorandum of Understanding (MOU) outlines the terms and conditions of the partnership between the Town of Johnstown (referred to as "Town") and the Johnstown Historical Society (referred to as "Historical Society"), collectively referred to as the "Parties," for the purpose of collaborative efforts to preserve and promote the historical heritage of Johnstown, and specifically the Historic Parish House and Museum.

BACKGROUND:

The Historical Society is a registered non-profit organization dedicated to researching, preserving, and promoting the historical and cultural heritage of the Johnstown community. The Historical Society oversees the Historic Parish House and Museum – which is on the National Register of Historic Places. The Town of Johnstown is committed to supporting initiatives that enhance public awareness and appreciation of its historical significance.

TERMS OF COLLABORATION:

1. **Collaborative Activities:** The Parties agree to collaborate on the following activities:
 - a. Organizing joint historical exhibitions, events, workshops, and seminars that showcase the history of Johnstown.
 - b. Conducting research projects, interviews, and documentation of historical sites, artifacts, and personal narratives associated with the town's history.
 - c. Coordinating efforts to restore, maintain, and interpret historical landmarks and sites of cultural and historical significance.
 - d. Developing and delivering educational programs for schools, community groups, and the general public to raise awareness and understanding of Johnstown's history.
2. **Resource Sharing:** The Historical Society will provide historical research expertise, curatorial assistance, and access to its archives and collections. The Town will provide logistical support, venues for events, and access to relevant municipal records.

3. **Funding and Financial Arrangements:** The Parties will collaborate to secure funding for joint projects through grant applications, fundraising campaigns, and other means as agreed upon. Financial responsibilities and allocations for specific projects will be detailed in separate project-specific agreements.
 - a. Town of Johnstown pays for utilities (including water, wastewater, and mechanical infrastructure and equipment)
 - b. Town of Johnstown pays for grounds maintenance (including snow removal, lawn, and sprinkler system)
 - c. Town of Johnstown manages property insurance on the property
4. **Risk Management & Assessments**
 - a. Johnstown Historical Society will manage and organize inspections for fire, fire extinguishers, smoke alarms.
 - b. Johnstown Historical Society and the Town of Johnstown are responsive to security alarm within the Parish House and Museum
 - c. Johnstown Historical Society will procure insurance for the Board of Directors, volunteers, and contents. This includes supplying a Certificate of Insurance for Historical Society and join events.
5. **Intellectual Property:** Any intellectual property resulting from collaborative efforts will be co-owned by both Parties, and usage rights will be agreed upon on a case-by-case basis for promotional and educational purposes.
6. **Publicity and Promotion:** Both Parties shall have the right to promote their collaborative activities through their respective communication channels, including websites, social media, press releases, and community outreach events.
7. **Collaborate and Support for the National and State Register of Historic Places:** The Johnstown Historical Society oversees the Historic Parish House Museum which is a protected property under the Department of Interior. This MOU is an agreement of collaboration and support between the Historical Society and the Town to continue to upkeep this standing with both State and National to the benefit of residents and local businesses.
8. **Duration and Termination:** This MOU shall commence on the date of signing and will remain in effect indefinitely with the option to review as needed with a 6-month notice from either party.

DISPUTE RESOLUTION:

Any disputes arising from the interpretation or implementation of this MOU will be resolved through amicable negotiation and mediation between Town Council and Board of Directors.

CONFIDENTIALITY:

Both Parties shall treat any non-public information shared during the collaboration as confidential and shall not disclose such information to third parties without prior written consent.

ENTIRE AGREEMENT:

This MOU constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior understandings, whether written or oral.

GOVERNING LAW:

This MOU shall be governed by and construed in accordance with the laws of Colorado, without regard to conflicts of law principles.

SIGNATURES:

This MOU is executed as of [Date].

For the Town of Johnstown: _____ [Authorized Signatory] [Title] [Date]	For the Johnstown Historical Society: _____ [Authorized Signatory] [Title] [Date]
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TALKING POINTS FOR THE COUNCIL MEETING:

- Library funding for the Museum
- Do we dissolve the existing lease
- Volunteer background checks/Town facility use (Parish House) background checks