

MEMORANDUM OF UNDERSTANDING

WHEREAS; the Meridian Historical Society is a 501 (c) (3), non-profit organization formed and in existence to promote the history of the Village and City of Meridian; and

WHEREAS; in furtherance of their mission the Meridian Historical Society has come into possession of numerous written materials, newspaper, public and personal records, photographs, literature, and artifacts which are currently stored and displayed at Meridian City Hall; and

WHEREAS; the Meridian Library District of a taxing entity founded under the laws of the State of Idaho, who has a mission to collect and make resources available for education and entertainment including local history materials; and

WHEREAS; the City of Meridian, a municipal corporation formed under the laws of the State of Idaho, has a mission to provide all of its citizens opportunities to learn and understand the history of our community;

THEREFORE: these three entities enter into this Memorandum of Understanding ("MOU") for the mutual benefit of the entities as well as the citizens they serve to provide a permanent place to retain the collection that has been gathered by the Meridian Historical Society and provide a permanent location for the material to be used and displayed, as well as a location to maintain the storage of the material when they are not being displayed.

This MOU between the and the Meridian Historical Society (MHS), Meridian Library District (MLD), and City of Meridian (CITY), is intended to transfer ownership of the historical collection of records, documents, and artifacts, as identified by the attached Appendix A, hereinafter referred to as the Collection, that is currently owned by MHS to MLD forever and in perpetuity.

The MHS asserts they are the lawful owners of all the Collection, identified in Appendix A, and have the complete authority to transfer the ownership of the collection to another entity. This transfer to MLD shall be final and at no cost to either entity. Upon execution of this MOU the MHS will no longer retain any ownership or right to any of the Collection transferred.

The MLD agrees to accept the Collection and will digitize and preserve resources where possible. MLD retains the right to digitize, dispose, or donate remaining items. MLD will provide community access to the history of the Village and City of Meridian through a local history archive in the public library collection.

The CITY agrees to provide a secure storage facility within City Hall, located at 33 E. Broadway, Meridian ID for the Collection for up to five (5) years, from the date of execution of this MOU, at no cost to MLD. The intent of the parties is to renew this storage arrangement at five (5) year intervals indefinitely until MLD can provide for suitable storage of the collection or the City has needs for the use of the storage space. The storage needs may be renewed after the five-year period by mutual agreement.

Rights and responsibilities of MLD. With regard to MLD's use and occupancy of the City Hall under this Agreement, MLD have the following rights and shall fulfill the following responsibilities.

- A. Right of entry.** MLD and MLD's contractors, employees, agents, and invitees to access the Licensed Premises, by key card access to the city hall building, basement, loading dock and storage space, in order to inspect, maintain, or retrieve the collection.
- B. Acceptance as is.** MLD acknowledges that MLD has inspected the Licensed Premises and does hereby accept same as being in good and satisfactory order, condition, and repair. It is understood and agreed that City makes no warranty or promise as to the condition, safety, usefulness or habitability of the Licensed Premises, and MLD accept the Licensed Premises "as is."
- C. Primary Use.** The storage space shall be primarily used by MLD for the collection. If the City has a need to use a portion of the space it will meet with and confer with MLD to assure that its use does not interfere with the collection and is clearly separated from the collection.
- D. Insurance.** MLD shall maintain, and specifically agrees that MLD will maintain throughout the term of this Agreement insurance adequate to cover any loss, liability, claim, judgment, or action for damages or injury to MLD, MLD's employees, agents, guests or invitees; or damage to or partial or total loss of the collection. The limits of MLD's insurance shall not be deemed a limitation of the covenant to hold City harmless; and if City becomes liable for an amount in excess of the insurance limits herein provided, MLD shall save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. City shall not maintain property or other insurance on MLD's behalf.

Rights and responsibilities of City. With regard to MLD's use and occupancy of the Licensed Premises under this Agreement, City shall be responsible for the following.

- A. Allow entry.** City and City's employees shall allow access to any MLD staff or volunteers with key card access.
- B. No support.** City shall not provide support, monitoring, or administration services related to MLD's use and occupancy of the Licensed Premises and/or the collection.
- C. No services.** City shall not allow or manage any borrowing of MLD's collection during the period of storage, or provide any services related to the collection previously provided by MLD.

D. Volunteers. The City may use its volunteers to direct the public in the display room on the main floor of City Hall when available.

General provisions.

A. Termination. Either party may terminate this Agreement for convenience or for cause. Termination shall be effective fourteen (14) days following mailing of written notice via U.S. Mail. MLD agrees that upon termination or expiration of this License Agreement, MLD shall have up to ninety (90) days to remove all collection materials and related personal property from the Licensed Premises and shall peaceably surrender the Licensed Premises to City in the same good condition as received.

B. Notices. All notices, statements, and reports required or permitted by this Agreement shall be in writing and sent by e-mail or by U.S. mail, postage prepaid, addressed as follows:

If to MLD:

Gretchen Caserotti, Director
Meridian Library District
1326 W Cherry Lane
Meridian, ID 83642

If to City:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian ID 83642

Either party may change its authorized representative, or change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

Limitation of liability. Notwithstanding anything in this agreement to the contrary, City shall not be liable or obligated, and to the extent allowed by law, MLD shall hold City harmless, with respect to any subject matter of this agreement or under contract, negligence, strict liability or any other legal or equitable theory, for the following:

1. Any special, punitive, incidental or consequential damages (including, without limitation, for any lost profits or costs of procurement of substitute goods); and
2. Any other matter beyond City's reasonable control.

This provision shall survive termination of this Agreement.

No agency. It is further understood and agreed MLD shall not be considered an agent of City in any manner or for any purpose whatsoever in MLD's use and occupancy of the Licensed Premises. MLD shall have no authority or responsibility to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

No waiver. City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver

operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by MLD.

No assignment. MLD shall not assign, sublet or transfer the Licensed Premises, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this Agreement, without the express written consent of City.

Abandonment. Any collection or related personal property remaining in the possession of City after the expiration or termination of this agreement shall revert from MLD to City ownership and any further use or disposal of same shall be at City's sole discretion.

Entire agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, leases, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties shall cause this Memorandum of Understanding to be executed by their duly authorized officers to be effective as of the day and year first above written.

Dated this _____ day of _____ 20____

Meridian Historical Society

Dated this 16 day of DECEMBER 2020



Meridian Library District

Dated this _____ day of _____ 20____

ATTEST:

City of Meridian

City Clerk