

## **MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF GREEN RIVER, UTAH, a Utah municipal corporation, located at 460 East Main Street, PO Box 620, Green River, Utah 84525 (the "City") and the JOHN WESLEY POWELL RIVER HISTORY MUSEUM, INC., a Utah nonprofit corporation, with an address of P.O. Box \_\_\_\_\_, Green River, Utah 84525 (the "Museum Corporation").

### **AGREEMENT**

The City and the Museum Corporation agree to work together to further the mission of the John Wesley Powell River History Museum. The mission of the museum, adopted by the City and the Museum Corporation is to: Connect people and communities to the significance of river history by celebrating the cultures and landscapes of the Colorado Plateau. Following is the responsibility of each party.

#### **THE MUSEUM CORPORATION**

The Museum Corporation operates exclusively as a charitable organization to further the mission of the John Wesley Powell River History Museum.

The Museum Corporation is charged with the responsibility of contributing funds to improve the exhibitions, interpretation, programs, and care of the John Wesley Powell River History Museum collections. This includes, but is not limited to creating permanent and temporary exhibitions, improving and adding to collections, supporting programs and events, support for employee salaries, and special projects that improve the facilities, grounds, and buildings on the museum property. The Museum Corporation will focus its fundraising efforts on grants and donations from private foundations, government organizations, and contributions from corporate and individual sponsors. The Museum Corporation will also raise funds through events, partnerships, and traditional fundraising campaigns.

The Museum Corporation will manage funds generated from the donation box inside the museum facilities, and donations made through memberships, sponsorships, and general donations that are paid through the gift shop point of sale.

The board of trustees for the Museum Corporation serves as the primary governing body tasked with furthering the mission of the John Wesley Powell River History Museum. The board of trustees for the Museum Corporation will be the primary decision maker on improvements to the museum's permanent and temporary exhibitions, interpretation, programs, collections, strategy, marketing, advertising, and mission.

The Museum Corporation will supply to the City an annual report of the organization's financial standing at the end of each fiscal year, along with any improvement or updates that have been made to the John Wesley Powell River History Museum facilities, grounds, buildings, or exhibitions. Any special project that uses more than 50% of city funds, will also require a special report to the City and approval by city council prior to implementation of the project.

In the event of a high-level staff position opening, one member of the Museum Corporation's Board of Directors will serve on the search committee in partnership with the City. The members of the board's Executive Committee will advise on which trustee or committee member should be appointed.

**THE CITY OF GREEN RIVER**

The City is responsible for the daily administration and operation of the John Wesley Powell River History Museum, including, but not limited to, hiring and overseeing employees according to the City's policies, approving and overseeing the museum's annual budget, maintaining the museum's facilities and grounds, and general administrative oversight of the museum's operations.

The City is responsible for appointing the museum's Executive Director, and will seek input from the Museum Corporation for said appointment. The Executive Director will serve as the primary liaison between the City and the Museum Corporation.

The City can seek representation on the Museum Corporation's board of trustees by appointing an elected official who will request to serve as a voting member of said governing body.

The City is responsible for transferring revenue that is collected as donations, memberships, sponsorships, or directly through fundraising events in the museum's point of sale system to the Museum Corporation no less than two times per fiscal year.

During the City's annual budget process, the Executive Director and the City will work together to set the museum's operating budget. The Executive Director will provide a report to the Museum Corporation on the City's budget for the upcoming fiscal year. In the event that there is a surplus of budgeted funds at the end of the fiscal year, the City will transfer 10% of the museum's remaining budgeted funds, with a limit of \$5,000, to the Museum Corporation.

**TERM**

This agreement shall have a five (5) year term commencing as of \_\_\_\_\_, 2017 and continuing through \_\_\_\_\_, 2022. The agreement will renew automatically on July 1 of each year thereafter, until it is terminated at the discretion of either party.

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Mayor, City of Green River

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Board President, John Wesley Powell River History Museum, Inc.