

AGREEMENT  
BETWEEN THE CITY OF STILLWATER  
AND  
STILLWATER MUSEUM ASSOCIATION, INC.

THIS AGREEMENT entered into on this \_\_\_ day of \_\_\_\_\_, 2017, between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "CITY" and Stillwater Museum Association, Inc., hereinafter referred to as "SHEERAR."

WITNESSETH:

WHEREAS, CITY and SHEERAR recognize the need for the collection of documents, photographs, artifacts, and other items which show the material culture of Stillwater, Oklahoma and its history; to study and preserve them for the future; and to communicate about that past with the public, which shall benefit the public good and be for the benefit of all the citizens of Stillwater; and

WHEREAS, CITY agrees to assist SHEERAR with such programs, it being a public purpose and in the best interest of the general public to do so.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CITY and SHEERAR agree as follows:

I.

CITY shall pay to SHEERAR the total sum of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00) for capital upgrades to the Sheerar Museum; said sum to be used for the public purposes set out herein, and more specifically to provide public education and to promote economic development by providing an attraction for tourists with exhibits, records and artifacts at the Sheerar Museum.

II.

SHEERAR shall, provide access to the Sheerar Museum and its displays to the citizens of Stillwater by opening said Museum to the public on Saturdays and Sundays throughout the year an average of five (5) hours per weekend.

III.

All activities authorized by this Agreement will be performed in accordance with the approved work program, the approved budget, the grant conditions and relevant Federal and State directives. SHEERAR shall comply with all applicable laws, ordinances, and codes of the state and local governments.

IV.

SHEERAR agrees to submit to CITY quarterly reports documenting the hours the Museum is open to the public and estimates of number of visitors to the Museum.

SHEERAR also agrees to prepare and retain and permit CITY to inspect as it deems necessary the following records: All records pertaining to the present and planned projects of the Museum as well as all other records that may be required by relevant federal or state statutes, regulations and/or directives with the exception of confidential client information.

SHEERAR further agrees that the CITY may carry out monitoring and evaluation of the Museum's employees and Board Members in such efforts.

V.

CITY may, from time to time, request changes in the scope of services to be performed by SHEERAR under this agreement. Such changes, including any increase or decrease in the amount of the SHEERAR'S compensation during the term of this Agreement which are mutually agreed upon by and between CITY and SHEERAR, must be incorporated in written amendments to this Agreement.

VI.

SHEERAR will perform all bookkeeping duties, including disbursements, in a manner acceptable to the City of Stillwater.

The City's Auditor or designee shall be allowed to review compliance with the contractual terms related to the use of City funds at any time during the contract period and/or subsequent to the closing of the contract period.

VII.

The term of this Agreement shall commence on July 1, 2017 and shall end on June 30, 2018, unless terminated before said date as set forth herein.

VIII.

CITY, by giving reasonable written notice, specifying the effective date, may terminate this Agreement in whole or part for cause which will include:

1. failure, for any reason, of SHEERAR to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with attached conditions, and such statutes or directives at any time;
2. submission by SHEERAR to CITY of reports that are incorrect or incomplete in any material respect;
3. ineffective or improper use of funds provided under this Agreement; and

In the event of any termination, all property and finished and/or unfinished documents, studies, and reports purchased or prepared by SHEERAR under the Agreement shall be disposed of according to local directives, and SHEERAR shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement.

Notwithstanding the above, SHEERAR will not be relieved of liability to CITY for damages sustained by CITY by the virtue of any breach of the Agreement by the SHEERAR and CITY may withhold any reimbursement to SHEERAR for the purpose of set-off until such time as the exact amount of the damage due CITY from SHEERAR is agreed upon or otherwise determined.

In the event of termination, SHEERAR shall refund to CITY a pro-rata portion of the monies paid hereunder in proportion to the amount of the fiscal year that has passed at the effective date of termination.

IX.

SHEERAR has full authority to hire and fire employees within bounds established by its personnel polices, and the employees of SHEERAR are not the agents, servants or employees of CITY.

X.

SHEERAR shall indemnify and hold harmless CITY and its governing board, officers and employees from all claims, expenses and liability, arising out of negligent acts, errors or omissions of SHEERAR and its employees, including claims made by employees of SHEERAR.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF STILLWATER, OKLAHOMA  
a Municipal Corporation

\_\_\_\_\_  
GINA J. NOBLE, MAYOR

(SEAL)  
ATTEST:

\_\_\_\_\_  
ELIZABETH CHRZ, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_ DAY OF AUGUST, 2017.

\_\_\_\_\_  
JOHN E. DORMAN, CITY ATTORNEY

STILLWATER MUSEUM ASSOCIATION, INC.

\_\_\_\_\_  
PRESIDENT/CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF PAYNE     )

Before me, the undersigned, a Notary Public, in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared \_\_\_\_\_, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ and acknowledged to me that \_\_\_\_ executed the same as \_\_\_\_ free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
My Commission Number:

\_\_\_\_\_