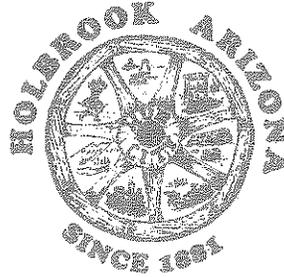

465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK



Telephone: (928) 524-6225
Fax: (928) 524-2159
holbrookcity@ci.holbrook.az.us

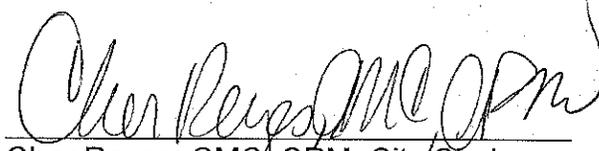
AGENDA
CITY COUNCIL WORK SESSION
APRIL 24, 2012
IMMEDIATELY FOLLOWING REGULAR COUNCIL MEETING.

The items listed below are for discussion.

NEW BUSINESS:

- A. FY 2012/2013 BUDGET-Chamber of Commerce/Historical Society/Lodger's Tax.

Dated this 17th Day of April 2012.


Cher Reyes, CMC, CPM, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF HOLBROOK, THE HOLBROOK HISTORICAL SOCIETY AND
THE CHAMBER OF COMMERCE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ____ day of June, 2011, between the CITY OF HOLBROOK, ARIZONA, a municipal corporation of the State of Arizona (the "City"), the HOLBROOK HISTORICAL SOCIETY ("Historical Society"), and the HOLBROOK CHAMBER OF COMMERCE (the "Chamber") (collectively referred to as the "Parties").

RECITALS:

- A. Pursuant to a Lease dated July 1, 2008, (the "Lease") the City leased from Navajo County the building known as the Old Navajo County Courthouse, located in downtown, Holbrook, Arizona (the "Property").
- B. Pursuant to the Lease, the County and the City have certain rights and responsibilities which are not altered, amended or abolished by this MOU.
- C. The City, the Historical Society and the Chamber as users of the Property, which includes an Annex, are desirous of setting forth their respective rights and obligations with respect to the Property.

Now Therefore, in consideration of the mutual covenants and considerations hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT:

1. The City shall have the following responsibilities with respect to operation and maintenance of the Property:
 - A. The City will continue to assume the rights and responsibilities set forth in the Lease with Navajo County and nothing herein will be deemed to relieve the City from such rights and responsibilities.
 - B. The City shall provide general liability insurance for the Property pursuant to the terms of the Lease. The City shall pay for all water, sewer and trash service. The City shall also pay for all utility charges, and shall maintain all lighting, HVAC and boiler.
 - C. The City shall also provide ground maintenance and general janitorial services, including supplies, for cleaning of the Property except for the portion of the property referred to as the "Annex" and for which the County pays for electric and gas pursuant to the Lease.

D. The City shall provide during the term of this MOU a City employee, for four days a week from 8:00 a.m. to 5:00 p.m., unless otherwise determined, and legal holidays accepted.

2. The Historical Society shall have the following responsibilities with respect to the operation and maintenance of the Property:

A. The Historical Society currently has office space in the Annex, which office space the Historical Society has permitted the Chamber to use. The Historical Society also provides for displays on all floors. The Historical Society agrees to continue providing for exhibits and displays.

B. The Historical Society shall provide during the term of this MOU reception services at the Property, Monday through Sunday from 8:00 a.m. to 5:00 p.m., unless otherwise determined, and legal holidays accepted.

3. The Chamber shall have the following responsibilities with respect to the operation and maintenance of the Property:

A. The Chamber shall be responsible for maintenance and payment for telephone service for all portions of the Property.

B. The Chamber may provide for reception services on days not provided for by the City and/or The Historical Society.

4. The Parties agree that each of them shall be responsible for providing their own furniture, telephones, and cable service. Any structural modifications to any portion of the Property must be approved by the City in writing in advance of such modifications. Each Party agrees to keep the portion of the Property that it utilizes to building standards and in good condition during the duration of this MOU.

5. The Term of this MOU is from July 1, 2011 through June 30, 2014. The parties may renew this MOU for additional one year terms provided such agreement is in writing signed by all parties.

6. The Parties agree that the exhibits and displays shall be open to the public whenever the visitor's center is open, excluding holidays. During this time, the hours of operation are from 8 a.m. to 5 p.m., unless determined otherwise by the City. The reception area should be staffed with trained and knowledgeable individuals who can answer questions regarding tourism in the area and services provided. Staff should be pleasant and cordial at all times.

7. Each party shall indemnify, defend and hold harmless the other party and the other party's officials, employees and agents from and against any and all claims, actions, liabilities, costs or expenses arising out of the indemnifying party's use or occupancy of the Property, including the use by any invitees, visitors, agents or servants. In addition to the

foregoing, the Historical Society and the Chamber shall obtain general liability insurance against all risks of liability associated with the party's occupancy of the Property. The City shall be named as an additional insurance and shall have limits of not less than \$1 million per occurrence or as otherwise agreed to in writing by the City.

8. Each party agrees, during the term of this MOU, to keep and maintain the Property and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of this MOU, reasonable wear and tear and damage by unavoidable casualty only excepted.

9. This MOU is subject to the cancellation provisions of A.R.S. §38-511.

10. This MOU shall be effective upon signatures by all Parties.

DATED as of the date first set forth above.

CITY OF HOLBROOK ARIZONA

By Jeff Hill
Jeff Hill, Mayor

ATTEST:

Cher Reyes, OMC, CPA
City Clerk

APPROVED AS TO FORM:

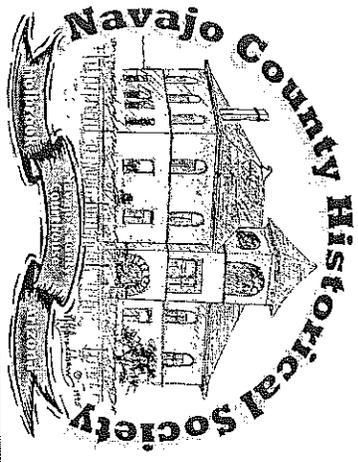
Steve Simon
City Attorney

HOLBROOK HISTORICAL SOCIETY

By [Signature] - President

HOLBROOK CHAMBER OF
COMMERCE

By Yvonne Larson - President



NAVAJO COUNTY HISTORICAL SOCIETY

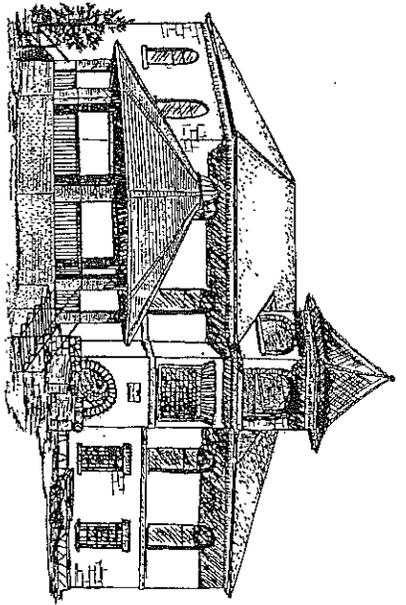
FY2011-2012 Proposed Budget

Projected Non-public Revenue

Requested City Public Funding \$28,800.00	All Sources Funding \$40,600.00
Support/Curation Navajo County Historic Museum \$10,800.00	Income Source Non-Public Funding \$11,800.00
Front Desk- 1 Full Time \$18,000.00 [NCHS-7 day/week coverage less Fed Holidays]	Membership Dues \$1,500.00 Donations \$4,500.00 Educ. Sales \$4,500.00 Other Income \$1,300.00

NCHS will staff the Courthouse Front Desk 7 days a week, except holidays, augmenting staff as needed. Staffing assistance already being provided for the Front Desk, and extra coverage as needed over for City Staffing collateral duties, including extra days per week during a month support the operation of the site. The NCHS has strived to be an effective partner with the City to assure the operation of the site as seamlessly as possible. Through this annual funding, NCHS will provide staff for all regular business hours at the site.	* Expenditures Staff Payroll \$34,750.00 Cleaning Supplies \$200.00 Office Supplies \$500.00 Copy Machine \$400.00 Postage \$200.00 Accountant \$400.00 Advertising \$200.00 Fundraising Events \$300.00 Educational Book \$2,520.00 Reserve \$930.00 Inventory/COGS
Total Budget	* \$40,600.00

* All sources including projected revenue included in total budget.



NAVAJO COUNTY HISTORICAL SOCIETY

FY2011-2012 Proposed Budget

Requested City Public Funding \$10,800.00
Support/Operation Navajo County Historical Museum \$10,800.00

Weekend Staff	\$6,497.92	(Weekend/Other Front Desk Coverage portion)
Admin/Office/Collection Staff	\$1,902.08	(Archiving, research, cleaning, restoration, preservation, requests, general tasks)
Cleaning Supplies	\$200.00	(Museum and display cleaning/preservation needs)
Office Supplies	\$500.00	(Archival Supplies, Copy Paper, Toner, Etc.)
Copy Machine	\$400.00	(Equipment Maintenance Contract)
Postage	\$200.00	(Correspondence, information and other requests)
Accountant	\$400.00	(Annual Financials/IRS tax filings/Corporation Reports)
Advertising	\$200.00	(For NCHS site and location promotions/community awareness.)
Fundraising Events	\$500.00	(Quarterly events to promote Holbrook history, museum, its resources and community awareness)

\$10,800.00
