

RESOLUTION NO. 1512

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GOLDEN AUTHORIZING THE EXECUTION OF A  
CONTRACT WITH THE GOLDEN PIONEER MUSEUM  
BOARD**

WHEREAS, the City of Golden City Council by Resolution 987 approved a contract on April 22, 1999 with the Golden Pioneer Museum Board (Pioneer Museum); and

WHEREAS, the contract between the City and the Pioneer Museum will currently expire on December 31, 2005; and

WHEREAS, City Council desires to approve a new four year contract with the Pioneer Museum.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. City Council hereby approves the contract between the City and the Pioneer Museum Board for the period from January 1, 2005 through December 31, 2008, substantially in the form attached hereto.

Section 2. The Mayor is authorized to execute the contract on behalf of the City, subject to review and approval by the City Attorney.

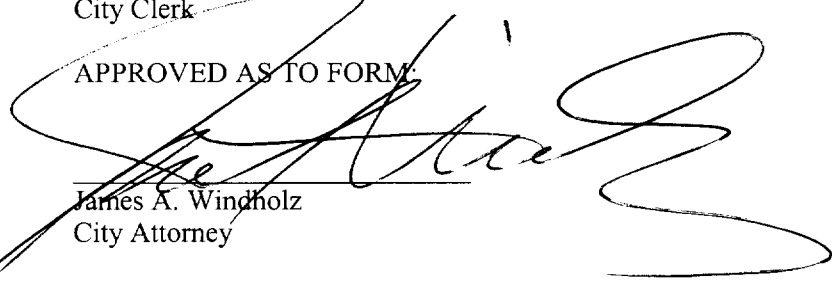
Adopted the 14th day of October, 2004.

  
Charles J. Baroch  
Mayor

ATTEST:

  
Susan M. Brooks, MMC  
City Clerk

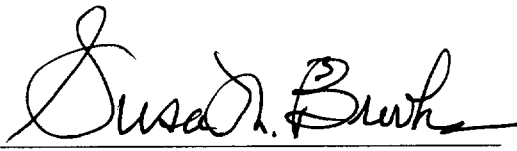
APPROVED AS TO FORM:

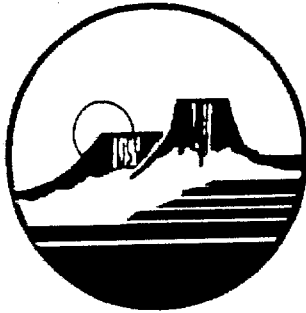
  
James A. Windholz  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 14th day of October, A.D., 2004.

(SEAL)

ATTEST:

  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado



## **AGREEMENT FOR MUSEUM MANAGEMENT 2005 - 2008**

### **between the CITY OF GOLDEN and the GOLDEN PIONEER MUSEUM**

THE PURPOSE OF THIS AGREEMENT is to determine and define the duties and responsibilities for the management of the Golden Pioneer Museum.

This Agreement is entered into by and between the City of Golden, Colorado, a municipal corporation under the laws of the State of Colorado (hereinafter referred to as "City"), and the Golden Pioneer Museum, a Colorado non-profit 501(c)(3) corporation (hereinafter referred to as "Manager"), as of the 1<sup>st</sup> day of January 2005 regardless of actual date of execution hereof.

#### **RECITALS**

The City is the owner of real property located at 923 10<sup>th</sup> Street, Golden, Colorado, the improvements and fixtures thereon, and certain artifacts located therein (as is more particularly described below). Said property is hereinafter referenced as "the Museum" and is legally designated as a Museum by the City.

The Golden Pioneer Museum began as a Works Progress Administration (WPA) project in 1938. When the federally funded WPA program was terminated, some museum artifacts were returned to the original owners and those remaining were stored in the old North School basement. In 1953 the Mount Lookout Chapter of the National Society of the Daughters of the American Revolution (NSDAR) reopened the museum with the cooperation of Jefferson County. The Chapter managed the museum from 1953 to 1997. Since that time the Museum has been managed by the Golden Pioneer Museum 501(c)(3) corporation (Manager). The Golden Pioneer Museum has been an integral part of the Golden community since 1953. In 1958, Jefferson County transferred ownership of the museum and its remaining funds to the City of Golden. The museum moved to the Jefferson County Courthouse building and then to the newly built City of Golden Municipal Building where it was housed in its own wing. In 1996 the museum was moved next door to the recently vacated Jefferson County Library, Golden Branch building. It now occupies the entire building.

During the past 51 years the Museum, the City, and the Mount Lookout Chapter NSDAR have mutually enjoyed the historical, cultural and economic benefits of the museum. Both entities agree that the preservation and continued operation of the facility are in the best interests of the City, serving both the citizens of Golden and the public at large.

The City believes that the general welfare of the citizens of Golden will be promoted through an appreciation and understanding of the City's heritage by the preservation and interpretation of the artifacts and grounds of the Museum.

The City desires that the Board of Directors of the Golden Pioneer Museum provide policy direction, fund raising assistance and general management, and that the Golden Pioneer Museum By-laws reflect and protect the continuing participation of the Mount Lookout Chapter NSDAR and designate the number of NSDAR Board members and City resident Board Members.

This Agreement reflects the goals and requirements of the City for the Museum, as well as reporting and accountability standards for the Museum, and a funding commitment for a City contribution to the Museum for the term of the Agreement.

In consideration of the promises and covenants contained herein, the parties agree as follows:

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## **AGREEMENT**

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### **1. TERM**

The Manager shall be entrusted with the operation and management of the Golden Pioneer Museum until December 31, 2008, or until this Agreement is extended or terminated as provided below. City Council may review Manager's performance under this agreement in January 2006, 2007, and 2008. City Council may solicit reports from the City-appointed Historic Preservation Board to assist in the review of the Agreement. Upon such review Council may ratify the terms of this Agreement, extend or modify this Agreement under new terms as may be agreeable to both parties, or terminate this Agreement with or without cause. Either party shall have the right to terminate this Agreement upon 120 days written notice to the other party.

### **2. MUSEUM MISSION STATEMENT**

The Golden Pioneer Museum is dedicated to preserving our cultural heritage, protecting artifacts of historical value and interest, and educating children and adults about the past. The museum is a repository for a collection of artifacts, documents, and photographs that reflect the history of Golden and surrounding areas.

### **3. MUSEUM GOALS**

The Museum is an integral part of the Golden community's efforts to promote the appreciation and understanding of the cultural and historical heritage of the area. The goals for the museum are:

- a. Preserve historic resources.
- b. Promote interest and awareness of historic preservation.
- c. Encourage heritage tourism.
- d. Create educational programs that relate the past to today.
- e. Interpret History.
- f. Promote community participation and volunteerism.
- g. Cooperate with other preservation entities.
- h. Contribute to regional historic efforts.
- i. Promote the sense of community that Golden residents identify as an integral part of the community character.
- j. Increase attendance and support for the museum and its activities.
- k. Be a financially stable, professionally managed facility.
- l. Be accessible to the community both weekends and weekdays, and for reasonable hours.

#### **4. GOLDEN PIONEER MUSEUM BOARD AND NON-PROFIT CORPORATION**

The City intends the Manager to provide direction for management of the museum. The Board of Directors will be comprised of members of the Mount Lookout Chapter NSDAR and at-large members of the community as outlined in the Museum By-laws.

The Golden Pioneer Museum is organized as an Internal Revenue Code Section 501(c)(3) corporation and may accept grants and donations. The articles of Incorporation and By-laws of the organization are attached as Exhibit A. The Manager will be empowered to accept the donation of money for the museum improvements and artifacts to be displayed, or used for educational programs, and any other items supporting museum operations. Any monies donated to the Museum must be used only for Museum operations, projects or programs, and must be reflected in financial statements. Donated artifacts shall become the property of the City, and shall be added to the Inventory and Assessment.

#### **5. ARTIFACT COLLECTION**

The parties acknowledge that the majority of the current collection of artifacts housed at the Museum is the property of the City. The Manager shall be responsible for the care and upkeep of said collection including cataloging changes to the collection, condition reporting, maintaining a computer database of the collection, determining displays and the removal of artifacts to storage, the deaccessioning of artifacts, and routine curation. Those items contained in the collection are detailed in the Inventory and Assessment of the entire collection on file with the City.

#### **6. MANAGEMENT RESPONSIBILITIES**

During the term of this Agreement, the Manager shall be responsible for the administration, program management, and operation of the Museum. Included within such responsibilities, shall be to:

- a. Ensure the museum's mission is being fulfilled.
- b. Set and revise operational policies.
- c. Be responsible for fund raising.
- d. Oversee annual plans/projects.
- e. Define criteria to determine success or failure of the museum.
- f. Avoid deficit spending.
- g. Enhance public image for the museum.
- h. Support and evaluate the performance of the Museum Director.
- i. Prepare and implement five year business plans for development and operation of the Museum, updated annually.
- j. Program planning and the implementation of comprehensive and coordinated educational and cultural appreciation activities (coordinate with other local attractions).
- k. Make recommendations for capital improvements that will ensure the safety and proper care of cultural appreciation activities (coordinate with other location attractions.)
- l. Administer grants.
- m. Solicitation and coordination of volunteer efforts.
- n. Prepare adequate public notice of scheduled uses of the property by the general public and special groups or organizations.
- o. Establishment and adequate public notice of the fees and rental schedules.
- p. Establishment and public notice of rules regulating uses of the premises.

#### **7. USE OF PREMISES**

The Managers agree to use and occupy the premises (923 10<sup>th</sup> Street, Golden, Colorado, including all improvements and fixtures thereon) in a careful, safe, and proper manner and that they will not use or permit such premises to be used for any purposes prohibited by the laws of the United States, the State of Colorado, the County of Jefferson, or the City of

Golden. The Manager will not intentionally use or keep any substance or material in or about the premises which will violate or endanger the validity of the insurance on the premises or artifacts or increase the premiums for such insurance.

#### **8. BUSINESS PLAN AND PERFORMANCE EVALUATION**

In March of each year that this agreement is effective, the Board shall submit to the City a financial statement of the prior year signed off as to accuracy by the Executive Director, President or Chair of the Board, and Treasurer of the Board. In September of each year that this Agreement is effective, the Manager shall submit to the City an annual budget for the next calendar year, and the current multi-year business plan for the operation of the museum. The annual budget shall include all projected revenues and expenditures for the operation of the museum, and preservation and enhancement of the collection of artifacts to be used therein. The annual budget, business plan and updates will be submitted to the City appointed Historic Preservation Board for review and recommendations to City Council. The Historic Preservation Board review shall primarily evaluate the facility operation, educational programming, and business planning. The museum's current Business Plan is attached as Exhibit B.

#### **9. CITY RESPONSIBILITIES AND SERVICES PROVIDED**

- a. The City is responsible for the maintenance of the basic mechanical, plumbing, heating and electrical systems; structural repairs other than those necessitated by the negligence of the Manager; reasonable utility charges including gas, electric, trash removal, water and sewer; janitorial service; routine grounds maintenance; snow removal; irrigation system maintenance; lawn maintenance; heritage garden planting and maintenance under direction of museum staff; internal environmental control; and payment of the monthly cost of the existing security system.
- b. The City will consider matching funds for grants for capital improvements and like projects.
- c. With proper notice to the Museum director or staff, the City shall have the right at any time to enter the premises to examine and inspect same, direct, order, cause or make such repairs, additions, or alterations as it may deem necessary for proper safety or improvements thereof. Any after-hours activity shall be approved by the director.
- d. With appropriate consideration of artifact protection, all means and methods of repairs, additions and alterations shall be explained to and approved by the director prior to commencement of the work.

#### **10. MUSEUM EMPLOYEES**

The Manager shall have complete authority over, and responsibility for, any and all of its employees working on the premises, including hiring, firing and payment of adequate compensation. The City will have no authority over, or be responsible for, such employees. Notwithstanding the above, any employee working at the museum will undergo background investigation and drug screening by the City prior to the start of work.

#### **11. COMPENSATION**

Subject to annual appropriations by the City, the City shall provide funding of \$76,490 for calendar year 2005. On a yearly basis, the City will make every effort consistent with sound city-wide budgeting practices to increase the funding, subject to annual appropriations, 10.5% for 2006 and 4% the following years until the expiration of this contract. Payments from the City shall be made to the Manager in four equal payments in advance of the quarterly period, except that the first payment of any year shall be made prior to January 10<sup>th</sup>.

If City General Fund revenues fall more than 4% below budget projections, and City Departments are directed by the City Manager to reduce annual expenditures by a specific percentage, compensation under this contract for subsequent quarters will be reduced by a similar percentage, until such City departments are provided alternate direction or the completion of the fiscal year. Adjustments to annual compensation based upon revenue shortfalls shall be handled as part of the annual City budget approval process. To ensure effective planning, the City Finance Department will give the Manager monthly sales tax updates of revenues and projections. Also, the City Finance Director will make every attempt to give the Manager more than 30 days notice in writing if their contracted compensation will be adjusted and the amount of that adjustment, so that the Manager can anticipate financial modifications.

## **12. ASSIGNMENT**

The Manager will not assign this Agreement, or any interest therein, without written consent of the City.

## **13. REVENUES**

The Manager shall collect all event fees, rental fees, cash donations, and gift shop profits or parts thereof. All revenues will be for use for museum operations and improvements. The Manager shall include an annual report with respect to revenues generated by the Museum in the annual reviewed financial statement, budget, and business plan update.

## **14. TERMINATION**

Either party may terminate this agreement with 120 days notice. All loaned items and items held through repository agreement shall be returned to their respective owner.

## **15. INSURANCE**

The City shall provide:

- Landlord liability and building coverage and Contents, including City owned artifacts and artifacts under the City's responsibility.

The Manager shall provide:

- A Certificate of general Liability Insurance with the City named as an additional insured with minimum coverage of \$1,000,000 combined/single limit.
- Worker's Compensation Insurance as required by law.
- Board of Director's insurance as deemed appropriate by the Manager.
- Property insurance for all items owned by the Manager (such as computers, office equipment and gift shop inventory) as deemed appropriate by the Manager.
- Upon presentation of proof of such required insurance and payment of premiums, the City will reimburse such costs up to \$1,000 for each year that this Agreement is in place.

## **16. INDEMNIFICATION**

The City, to the degree allowed by law and without waiving the provisions of the Colorado Governmental Immunity Act, and Manager agree to indemnify and hold harmless each other, their officers, insurers, and self-insurance pool from and against all liability, claims, and demands, on account of injury, loss, or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, its' act, omission, negligence, or other fault.

### 17. ENTIRE AGREEMENT

The parties acknowledge that this Agreement constitutes the entire Agreement between the parties. This agreement is intended to supercede and replace all prior agreements between the parties with respect to the Golden Pioneer Museum.

This Agreement has been executed the day and year first above written.

IN WITNESS WHEREOF, this agreement has been executed the day and year first above written.

<b>GOLDEN PIONEER MUSEUM</b>	<b>ATTEST</b>
by: _____ President	by: _____

<b>CITY OF GOLDEN</b>	<b>ATTEST</b>
by: _____ Mayor	by: _____ City Clerk

<b>MOUNT LOOKOUT CHAPTER NSDAR</b>
The Mount Lookout Chapter NSDAR concurs with this agreement.
by: _____ Regent

Approved as to form:
_____
Golden City Attorney

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GOLDEN PIONEER MUSEUM

ATTEST

by:

  
President

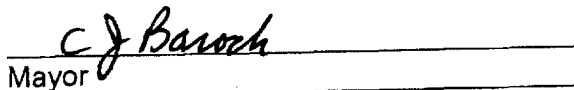
by:



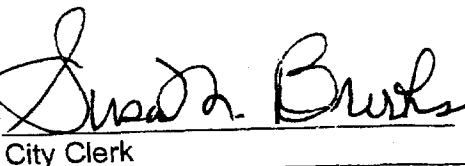
CITY OF GOLDEN

ATTEST

by:

  
Mayor

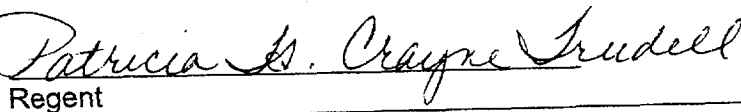
by:

  
City Clerk

MOUNT LOOKOUT CHAPTER NSDAR

The Mount Lookout Chapter NSDAR concurs with this agreement.

by:

  
Regent

Approved as to form:

  
Golden City Attorney





City of  
Golden

911 10<sup>TH</sup> ST. GOLDEN, CO 80401  
TEL: 303-384-8000  
FAX: 303-384-8001  
WWW.CITYOFGOLDEN.NET

## Council Memorandum

**To:** Jim Windholz, City Attorney  
**From:** Mike Bestor, City Manager  
**Date:** April 5, 2007  
**Re:** Golden Pioneer Museum

### I. Background

On October 14, 2004, by Council Resolution 1512, the City entered into a four-year contract with the Golden Pioneer Museum.

The preamble to the agreement contains the following language:

*The City desires that the Board of Directors of the Golden Pioneer Museum provide policy direction, fund raising assistance and general management, and that the Golden Pioneer Museum By-laws reflect and protect the continuing participation of the Mount Lookout Chapter NSDAR and designate the number of NSDAR Board members and City resident Board Members.*

Section 4 of the agreement states:

*4. Golden Pioneer Museum Board and Non-Profit Corporation - The City intends the Manager to provide direction for management of the museum. The Board of Directors will be comprised of members of the Mount Lookout Chapter NSDAR and at-large members of the community as outlined in the Museum By-laws.*

Section 5 makes the "Manager" (i.e. The Museum Board) responsible for "...determining displays....".

Section 6 makes the Manager responsible for, among other things,

*j. Program planning and the implementation of comprehensive and coordinated educational and cultural appreciation activities.*

## **II. Current Issue to be Resolved:**

The Mount Lookout Chapter of the National Society of the Daughters of the American Revolution (DAR) and the Museum Board had a dispute over a planned display at the Pioneer Museum. I received the attached letter from the DAR giving 120 days Notice that they will terminate their association with this museum.

## **III. Your Opinion Requested**

Does the DAR's action require a new contract between the City and Museum Board or can we just amend the current contract?

Council, I believe, has the authority to review the museum operation and take whatever action they deem appropriate, including termination of the agreement.

I will recommend to Council that since both museum contracts are up for re-negotiation next year that the best course of action now is a simple amendment removing references to the DAR. I believe we can develop a sound City-wide museum strategy if Council considers both contracts at the same time in 2008.

I have attached the current agreement.

cc: City Council  
Barbara Mills  
Steve Glueck  
Susan Brooks

March 28, 2007

City Manager  
City of Golden  
1445 10<sup>th</sup> Street  
Golden, CO 80401

Dear Sir;

At the Golden Pioneer Museum Board meeting March 26, 2007, the Board voted to dissolve the affiliation between the Museum and the Mount Lookout Chapter, NSDAR. The agreement requires a 120 day notice to terminate the affiliation. I respectfully submit this notice of termination to the City of Golden.

The DAR signs on the building and at the street need to be removed. We will pick up the signs after they are removed if you notify us. If you have questions or concerns, please contact me and I will try to address them.

Sincerely,

Pat Robinson, Regent Mount Lookout, NSDAR

1151 South Vivian Street  
Lakewood, CO 80228

Telephone - 303-986-5287