



City Council Agenda

Mayor
Christine Lundberg

City Council
Sean VanGordon, Ward 1
Hillary Wylie, Ward 2
Sheri Moore, Ward 3
Dave Ralston, Ward 4
Marilee Woodrow, Ward 5
Joe Pishioneri, Ward 6

City Manager:
Gino Grimaldi
City Recorder:
Amy Sowa 541.726.3700

City Hall
225 Fifth Street
Springfield, Oregon 97477
541.726.3700
Online at www.springfield-or.gov

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available. To arrange for these services, call 541.726.3700.

Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.

All proceedings before the City Council are recorded.

September 28, 2015

5:30 p.m. Work Session
Library Meeting Room

*(Council work sessions are reserved for discussion between Council, staff and consultants;
therefore, Council will not receive public input during work sessions.
Opportunities for public input are given during all regular Council meetings)*

CALL TO ORDER

ROLL CALL - Mayor Lundberg ____, Councilors VanGordon ____, Wylie ____, Moore ____, Ralston ____, Woodrow ____, and Pishioneri ____.

1. Annual Joint Work Session with Springfield Museum Board and Director.
[Brenda Jones] (45 Minutes)

ADJOURNMENT

AGENDA ITEM SUMMARY

Meeting Date: 9/28/2015
Meeting Type: Work Session
Staff Contact/Dept.: Brenda Jones, DPW
Staff Phone No: 726-3610
Estimated Time: 45 minutes
Council Goals: Preserve Hometown
Feel, Livability, and
Environmental Quality

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: ANNUAL JOINT WORK SESSION WITH SPRINGFIELD MUSEUM BOARD
AND DIRECTOR

**ACTION
REQUESTED:** Meet with the Museum Board and Director to discuss issues of mutual interest and
concern.

**ISSUE
STATEMENT:** The City owns the Springfield Museum building and its permanent collection of
historical artifacts. Under an agreement that renews annually, the City contracts
with Springfield Museum Board (a non-profit corporation) to manage the Museum
for the benefit of the community. The City / Museum Board management
agreement sets forth obligations for both parties. The Work Session will allow a
discussion of these.

ATTACHMENTS: Attachment 1: 2015 Museum Board Annual Report
Attachment 2: Springfield Museum Board of Directors
Attachment 3: 2015 Exhibits
Attachment 4: 2015-2016 Management Agreement

**DISCUSSION/
FINANCIAL
IMPACT:** The Management Agreement at Section 7 (Attachment 2, page 5) addresses
compensation for Museum Board services. The base fee for 2015/2016 remains at
\$45,000.

Benjamin Johnson, the Museum Director will present the annual report to Council.



To: City of Springfield Councilors and Staff

Re: Springfield Museum Annual Report 2015

Date: September 28, 2015

Summary:

Despite the challenges presented to the Springfield Museum staff and Board of Directors over the last 12-18 months, we have made significant progress in several key areas and continue to work toward the goal of becoming an anchor in ongoing redevelopment of downtown Springfield. I believe that it is possible, given smart decision-making and proper use of resources, that we can create an environment where the Springfield Museum serves not only as a warehouse of the City's historical objects, but as an economic engine for the surrounding businesses. We have a prime opportunity to create and promote high quality programming and exhibits not only for residents of Springfield, but for all of Lane County and beyond. These exhibits can be promoted across the state and region, providing yet another reason to attract families to downtown Springfield. Yet Beyond these apparently self-serving reasons, the Springfield Museum is tasked with an invaluable mission to protect and preserve the history of Springfield and the surrounding communities. All of our public exhibitions and programming help support our preservation efforts, without which the city's historic collection and archives run the risk of disappearing over time. Without places like the Springfield Museum, local history will be lost or forgotten completely. Some highlights of the 2015 calendar year include:

- New museum website (www.springfield-museum.com)
- Increased exhibition space by utilizing space efficiently
- Dramatic increase in individual and corporate sponsorships over previous years
- 3,500+ visitors since January 2015
- Improved relations with local business community
- Improved public profile through media relations

Management:

2015 brought new leadership and a renewed commitment toward our goals of preserving Springfield's history while also providing high quality exhibits and programming for our city, state and region. Benjamin Johnson took over as the museum's Executive Director in January, and we are once again assisted by a solid core of volunteers. The Board of Directors continues to meet on a monthly basis, though we have begun the process of reevaluating the management model that has existed relatively unchanged for the past ten years. We are evaluating the proper structure, role and function of the Board of Directors as well as the museum's relationship with the City of Springfield in order to create the framework for sustained success over the next 5-10 years. By the end of my first calendar year we will dramatically reduce expenses, increase financial and in-kind support, improved collection care and management, and set in place a new framework for increased future successes.

Operations:

In a very broad sense, the basic core of every museum can be broken down into two basic categories which encompass the whole of its mission: exhibits and collections. Though there are many more elements necessary for day-to-day operations, 'exhibits and collections' are the bedrock upon which all other functions rest. **Exhibits**, broadly defined, are the museum's public persona through which the public engages the institution. The Springfield Museum is little different in this regard as we are obliged to create exhibits on a rotating basis for the benefit of the public at large. Thus far we have created and displayed six major exhibits over the last 9 months (see attachment). Each one has been extremely well received, and we look forward to another strong slate of exhibits for 2016. Where in the past the Museum has sought to change these exhibits on a monthly basis, it is my intention to create larger high-quality exhibits on display for up to 10-12 weeks at a time. This provides a better opportunity to research and develop the exhibit, gain institutional partners, raise funds and promote over the long-term. We are also venturing into a new area by 'traveling' our current exhibit to other museums around the country as a means of promoting our brand and adding another revenue stream. We will also focus on exhibits that more adequately serve our mission as a *historical museum*, selecting exhibits focusing on historical narratives when possible. We are also attempting to offer additional educational

programming or materials to coincide with each exhibit such as documentary films, discussion panels, speakers or historical materials for local schools, etc.

With regard to the Springfield Museum's **collections**, we have made some significant strides toward the organization and care of our artifacts and archives. Though we are not completely in line with industry standard care and handling practices, the Museum has made progress toward this goal. As it currently stands, the museum maintains both digital and paper collections records. Though generally accurate, these records have not been kept in a manner consistent with generally recognized museum standards. In many cases we have gaps in the collections record and/or duplications of existing records. Unfortunately, without a recent inventory of the objects in question, we do not have an accurate number of objects within the collection. As we plan for 2016, however, we are in the process of developing a master plan for the implementation of a complete collections inventory supported in part by funds from several granting organizations.

Should these funds become available, we will execute our inventory plan over the course of the next calendar year, concluding the inventory and assessment process near the end of 2016. Over the next several months we should receive word regarding several grants for which we have applied to offset the costs of an artifact inventory and digitization project. The project will reconcile all of our paper files with our digital catalogue system, capture digital images of all artifacts and archived materials, and create a master list of all artifacts and their locations. If we receive the grant(s), this project will be completed within one calendar year and will include photographs of all artifacts and archived materials on the museum's website for public access.

Per the information available, we are currently caring for the following number of items within the collection:

- **2,304 items in “objects” – broadly defined as three-dimensional artifacts.**
- **3,744 items in “photos” – including prints, negatives, glass negatives, etc.**
- **2,303 items in “Archives” – includes papers, letters, and misc. documentation**
- **573 items in “Library” – includes books, magazines, newspapers, etc.**

8,924 Total Items

One of the primary factors contributing to the inaccuracy of these numbers is the fact that a large portion of the Springfield Museum’s collection was, until very recently, housed at several off-site locations including storage units in Eugene and a POD-type bulk storage container. Last year the museum’s off-site storage was graciously moved to an office at the Booth Kelly Mill location, but we still have several significant challenges with regard to the security and environmental controls of our off-site storage locations. We are working with the City of Springfield to improve both the safety and security of the objects including attempts to limit drastic changes in both temperature and humidity, and to institute a more rigorous pest management program.

Finances:

Perhaps the most significant factor in the success or failure of an organization like the Springfield Museum is the ability to raise funds and get the most ‘bang for the buck.’ It is here that the Museum, like many other peer institutions, has struggled over the past several years to secure any significant funding other than the generous amount provided by the City of Springfield. Past fundraising efforts have placed a premium on grant requests and a limited amount of individual and corporate sponsorship. Over the last nine months we have had some success reducing expenses and increased fundraising, with a few highlights below:



Calendar YTD Major Expenses

Major YTD Sources of Income

| | | | |
|--------------------------|------------------------|------------------------------|--------------------------|
| Payroll | \$38,443.15 | City of Springfield | \$45,000.00 |
| Exhibits Related | \$4,731.34 | Exhibit Sponsorships: | \$3,000.00 |
| Insurance | \$1,454.00 | Individual Donations: | \$2,061.15 |
| <u>Technology</u> | <u>\$830.33</u> | <u>Grants:</u> | <u>\$4,050.00</u> |
| Total Expenses | \$54,758.86 | Total Income | \$54,423.65 |

As we move forward into our FY2015-2016, it is imperative that we continue growing our donor base and establishing a funding model capable of sustaining additional support staff. Current staffing limitations curtail any rapid improvements in programming and collections management. For the Museum to move forward to the next level, we must place a higher priority on collections care, and for this we will need additional staffing solely focused on this task. In all, the Museum has made important strides over the last nine months and we will be discussing our future goals with the City Manager's Office early next year.

Springfield Museum Board of Directors

| MAILING ADDRESS | PHONE | APPOINTMENT DATE | RE- APPOINTMENT DATE | EXPIRATION DATE |
|--|---|---------------------|----------------------------|--------------------|
| DE LA O, Raul - President 5273 D Street Springfield, Oregon 97477 (W) rdelao@4emergence.com (H) rob-alta@yahoo.com | W: 541.741.7107 H: 541.746.9774 C: 541.731.0870 | 5/2014 | | 5/2017 |
| HERRON, Michael - Secretary 1880 "J" Street Springfield, Oregon 97477 michael.s.herron@gmail.com | H: 541.232.7400 W: 541.736.3857 | 3/2014 | | 3/2017 |
| THOMPSON, Jeffrey - Treasurer 1095 "L" Street Springfield, Oregon 97477 H: jefft@jstconsulting.com W: jedd@springfield-chamber.org | H: 541.746.3157 C: 808.754.7854 | 4/2013 | | 4/2016 |
| JONES, Brenda - City Liaison 225 5 TH Street Springfield, Oregon 97477 W: bjones@springfield-or.gov | H: 541-747-7201 W: 541-726-3610 C: 541-912-0163 | 2015 | | |

Springfield Museum Exhibits 2015-2016



A Day in the Life

On display February – May 2015

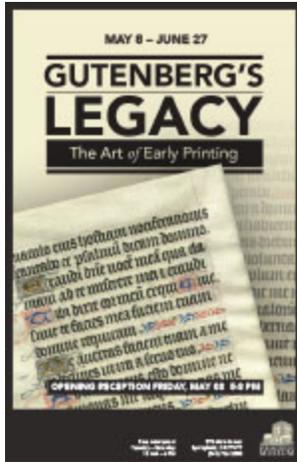
A Day in the Life featured twelve front-page reproductions from the Springfield News covering major events from the election of Franklin Roosevelt in 1933, World War II, the assassination of John F. Kennedy, the moon landings and more. Each edition highlighted not only the major world events of the period, but placed these events within the context of everyday life in Springfield.



Student Art Exhibition 2015

On display March – April 2015

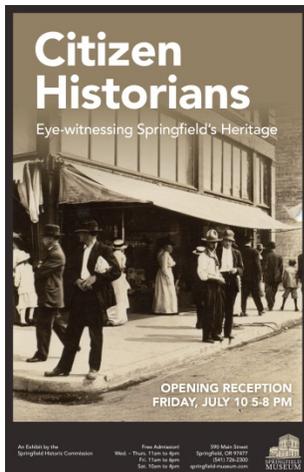
This exhibit featured art from high school students from within the Springfield Public Schools. The artists provided dozens of pieces from different media types including charcoal drawing, pastels, painting, watercolor, digital media and sculpture.



Gutenberg's Legacy

On display May 8 through June 27, 2015

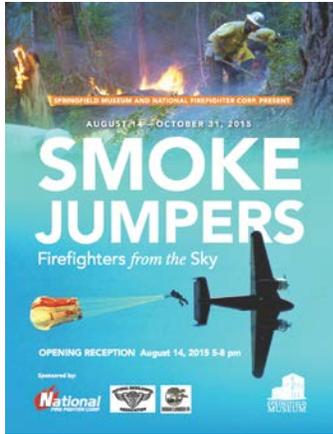
This exhibit discussed the artistry of early books as well as impact of printing on the world at large. The Springfield Museum's exhibit featured more than a dozen rare books printed from 1540 through the late 1700s, as well as enlarged reproductions of the text and images within. Examples of books on display were a New Testament printed in 1540, a King James Bible from 1617, several works from Isaac Newton printed in 1765, a two-volume Cyclopaedia from 1740 and much more.



Citizen Historians: Eyewitnessing Springfield's History

On display June 10 -31, 2015

Presented by the Springfield Historic Commission, this exhibit highlights the group's research into several of Springfield's historic properties, as well as some of the people who helped preserve their historical legacies.

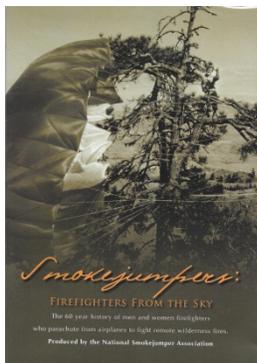


SMOKEJUMPERS: *Firefighters from the Sky*

On display August 14 – October 31, 2015

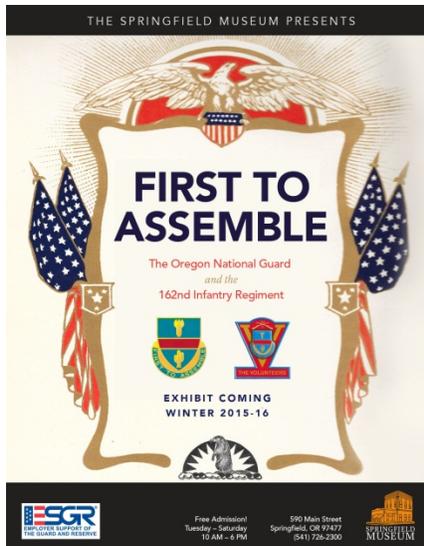
For 75 years, the men and women of the Smokejumpers have served on the front lines against wildfires throughout the U.S. and Canada. This exhibit, *Smokejumpers: Firefighters from the Sky*, describes the evolution and role of smokejumping over the last seven decades, and the development of the techniques and technologies that has made aerial firefighting in the Pacific Northwest what it is today.

The exhibit begins with the history of wildland firefighting in the Pacific Northwest, and details various aspects of smokejumping's early years through photographs and artifacts provided by the National Smokejumper Association. In addition to these wonderful historical references, the exhibit highlights some of the major fire events throughout the last 100 years as well as the unique dangers these brave men and women face on a daily basis.



Film Screening: August 2, 2015 from 6-8 pm

In addition to the exhibit itself, we hosted a screening of a documentary film produced by the National Smokejumper Association. Nearly 40 people attended the screening of this film and the Q&A panel following the film. The panel was comprised of three veteran smokejumpers from the 1960s and 1970s.



FIRST TO ASSEMBLE: The Oregon National Guard and the 162nd Infantry Regiment

On display November 11, 2015 – January 31, 2016

This exhibit highlights the proud history of the Oregon National Guard through the story of the 2-162nd Infantry Regiment headquartered at the Springfield Armory. Since its activation, the 162nd has enjoyed a long and storied history and has taken an active role throughout Southwest Asia in both Iraq and Afghanistan since 2003.

The Springfield Museum has also coordinated a public showing of an award winning documentary titled “**Shepherds of Helmand**,” shot from the perspective of several Oregon National Guard soldiers while deployed to Afghanistan. The film’s director and several soldiers from the film have agreed to take part in a question and answer session following the film. The showing will take place at the Richard E. Wildish Theater in downtown Springfield.

February 2016 “Highway 99 – Revisited”

This month we are showcasing a collection of photographs of Oregon’s historic Highway 99. Local photographer, and A3 instructor, Andrew Hunt will display a selection of photographs of the entire length of the highway.

March/April 2016 – 2016 Student Art Exhibition

This exhibit features art from high school students from within the Springfield Public Schools.

Several more projects in the works for May – December 2016, STAY TUNED!

FIRST AMENDMENT TO CITY OF SPRINGFIELD
MANAGEMENT AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD
AND
SPRINGFIELD MUSEUM
Contract #1405

July 1, 2015

Parties:

The City of Springfield
225 Fifth Street
Springfield, OR 97477

“City”

And

Springfield Museum
590 Main Street
Springfield, Oregon 97477

“Manager”

The Parties hereby agree that the Management Agreement dated July 1, 2015 between the City of Springfield (City) and Springfield Museum (Manager) included herein as Attachment 1, is hereby amended for the first time as follows:

- A. This Agreement shall take effect on July 1, 2015. The Agreement may be amended annually, to extend the term stated herein, upon mutual agreement of the parties unless either party provides the other party with notice of intent to terminate this Agreement not less than sixty days prior to July 1 of each year.

Except as amended herein, all other terms and conditions of the Management Agreement between Parties dated July 1, 2015 will remain in full force and effect.

CITY OF SPRINGFIELD

Name: [Signature]

Title: City Manager

Date: 6/10/15

MANAGER

Name: [Signature] BENJAMIN JOHNSON

Title: EXECUTIVE DIRECTOR

Date: 6/2/15

Reviewed by City Contract Officer
[Signature] 6.2.15

REVIEWED & APPROVED
AS TO FORM
[Signature]
DATE: 6/3/15
OFFICE OF CITY ATTORNEY

ATTACHMENT 1

**CITY OF SPRINGFIELD/SPRINGFIELD MUSEUM
Contract #1405**

MANAGEMENT AGREEMENT

July 1, 2014

PARTIES:

Springfield Museum,
hereinafter "Manager"

An Oregon non-profit corporation administered by a volunteer Board of Directors organized for charitable, educational, social, and archival purposes including, but not limited to, the support of the facility known as the Springfield Museum

City of Springfield,
hereinafter "City"

A municipal corporation of the State of Oregon which is the owner of the building known as the Springfield Museum and the Permanent Collection of historic artifacts, documents, oral histories, photographs, and other donated items

RECITALS:

- A. City is the owner of a facility known as the Museum and a permanent collection of historic artifacts, documents, oral histories and photographs. The collection of historic artifacts, documents, oral histories and photographs is housed at the Museum and other appropriate sites by City.
- B. Manager is a non-profit corporation engaged in cultural, educational, social, archival and charitable pursuits, and has experience and skill in the area of museum management.
- C. City desires to provide a forum for our community's historical and contemporary culture by providing a Museum for the citizens of Springfield and visitors to the area.
- D. Manager desires to assist City in providing such forum and maintaining and cultivating the permanent collection of artifacts, documents, oral histories and photographs.
- E. Manager desires to encourage and sponsor exhibits, exhibitions and displays including both permanent collection and other private artifacts, documents oral histories and photographs as well as other events related to the history of Springfield.
- F. Manager wishes to provide and maintain an incidental gift shop and gallery at the Museum at which items may be sold and the revenues derived therefrom be applied by Manager solely for the purpose for supporting the museum.
- G. The Parties wish to provide for the management of the Museum and the maintenance and cultivation of the permanent collection and other private artifacts, document, oral histories and photographs by the Manager.
- H. The Parties wish to provide for the maintenance and protection of the Historic Springfield Interpretative Center at the Museum.

ATTACHMENT 1

NOW THEREFORE, based on the forgoing Recitals, the Parties agree as follows:

Section 1. Term.

- A. This Agreement shall take effect on July 1, 2014. The Agreement may be amended annually, to extend the term stated herein, upon mutual agreement of the parties unless either party provides the other party with notice of intent to terminate this Agreement not less than sixty days prior to July 1 of each year. In negotiating any extension CITY shall consider the requirements of SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Council.

Section 2. Ownership of Collection, Facility and Improvements.

- A. The Museum is the property of the City and any permanent improvements to the Museum shall inure to the benefit of the City. The Manager is not a tenant of the City and does not by this Agreement acquire any right to occupancy or possession of the Museum, except as may be required to perform its duties under this Agreement.
- B. All donations of artifacts, documents, oral histories and photographs accessioned into the Permanent Collection are property of the City. The Manager does not by this Agreement acquire any right to the Permanent Collection of historic artifacts, documents, oral histories and photographs or any other donated items.
- C. The Permanent Collection accession policy and procedure is described in **Exhibit B**.
- D. Future donations to the City, Museum or Manager meeting the criteria for accession to the Permanent Collection shall be the property of City. **Except for Fund Raising Activities described in Section 6**, Manager shall accept no donations for Manager.

Section 3. City Responsibilities.

- A. City shall provide for the storage of the Permanent Collection and those items awaiting a determination with respect to accession. Current storage includes one offsite unit. Manager will be allowed access to the unit at any time. The City will cover all costs for the storage.
- B. City will provide four parking passes for use of the Manager's volunteers.
- C. The Manager will be provided four keys to the Museum to provide administration services. City security personnel will continue to secure the building each evening and open and close the building on Saturdays.
- D. The City will continue the maintenance schedule currently in place including exterior window washing.
- E. The City will continue to host the Manager's Museum website on its server.
- F. The City will provide the Manager the telephones currently in the Museum and the City's telephone system for local dial tone. Manager shall reimburse City for all long distance calling. City will submit an annual statement to manager which shall be promptly paid.

ATTACHMENT 1

Section 4. The Manager.

- A. Manager shall operate the Museum for the purposes described in the Recitals. Except as specified in subsections 4B and 4C below Manager shall have the discretion to determine the nature and type of exhibitions and the exhibition schedule. Manager shall use its best efforts to keep the Facility open to the public not less than two hundred forty days per year.
- B. Manager shall sponsor no less than eight exhibits per year in "The Kathleen Jensen Gallery."
- C. Manager shall protect the community's investment in the Permanent Exhibit, Historic Springfield Interpretive Center, by reserving the space solely for this purpose and for no other use.
- D. Manager shall provide for the care of the Permanent Collection. Manager may engage in conservation and restoration of items in the Permanent Collection.
- E. Manager will protect the Permanent Collection and provide for its accessibility to the citizens of Springfield.
- F. Manager shall maintain the completed Inventory Catalog of the City's Permanent Collection.
- G. Manager shall provide an education program for Springfield youth.
- H. Manager shall continue to make the Permanent Collection resources available to the community.
- I. Manager shall be actively involved in the community.
- J. Manager shall furnish necessary personnel to provide the services set forth in this Agreement and shall be solely responsible for wages, benefits, worker's compensation insurance, unemployment insurance, and all other Costs associated with Manager's employees or volunteers.

Section 5. Required Reports.

- A. Manager shall provide City Council with an annual report of the cataloging and inventory requirement specified in section 4F not later than June 30th of each year.
- B. Manager shall provide City Council with an annual report on the condition of the permanent collection and accessions to the permanent collection and accessions to the permanent collection through gifts, purchase, grants or otherwise not later than June 30th of each year.
- C. Manager shall report to the City Council on the activities of the Manager in the management of the Museum on or before December 31 each year. Manager shall report such other times upon request by the City and shall provide such written reports as may be requested or required by the City. All records maintained by the Manager relating to its duties as defined herein are public records and available for inspection by the City.
- D. Manager shall prepare and submit to the City a financial report each six months, on September 15th and March 15th of each year, that identifies all income by source and expenses by category for the previous six months.

ATTACHMENT 1

- E. City and the Manager shall jointly prepare a prioritize list not later than June 30 of each year of major projects for maintenance, repair and restoration of the Museum.
- F. The Manager shall obtain a Liquor License through O.L.C.C. (Oregon Liquor Control Commission) and the City's Business License Program for every event that alcohol will be served.

Section 6. Fund Raising Activities.

- A. Manager may engage in fund raising activities at the Facility and shall be allowed to retain any income generated from such activities. Manager specifically agrees that any such fund raising activities are at the Manager's sole and exclusive risk.
- B. The Manager will maintain 501(C) 3 status.
- C. The Manager may, at its sole and exclusive risk, operate an incidental gift shop and gallery at the Museum, subject to all other terms and conditions of this Agreement. Any costs of operation shall be the exclusive responsibility of the Manager and any revenues derived therefrom be applied by Manager solely for the purpose for supporting the museum.
- D. Fundraising Activities. As specified in subsections 6A and 6C, any income or profit from the activities specified in section 6 shall be used for the management of the Museum and the maintenance and cultivation of the Permanent Collection.

Section 7. Compensation.

In consideration for providing the services as set forth in the Agreement, the City agrees to pay the Manager a management fee of \$45,000.00. Payment of these funds will be in two payments and disbursed on July 15 and January 15 of each year. This will also be the disbursement schedule for any future funds which may be agreed upon by both parties. On or before March 1 of each year, the parties shall meet and review the management fee and set an amount for the next fiscal year. The amount shall be submitted to the Development and Public Works Director for consideration by the City Manager as part of the City Manager's proposed annual budget. Manager's request shall be subject to the City's budgeting process, as provided by Oregon budget law. The total amount of compensation for Fiscal Year 2015 is \$45,000.

Section 8. Insurance.

- A. **Liability Insurance.** Manager shall provide commercial general liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$3,000,000 in aggregate. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Manger's or the fault of the Managers agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Commercial general liability will include a non-owned auto component.
- B. **Physical Damage.** Manager shall provide an all risk of loss contents or inland marine policy covering damage or loss to Non-Permanent exhibit items owned or loaned to City or Manager, contents of the Gift Shop and also specifically the Kathleen Jensen Gallery. Coverage would also extend to ANY exhibit item stored offsite or on temporary exhibit.

ATTACHMENT 1

- C. **Workers' Compensation.** Manager shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the City.
- D. **Evidence of Insurance.** Manager shall provide evidence of the required coverage's issued by a company satisfactory to the City which shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. In the event of such notice or material change it is the Independent Contractor's obligation to provide the 30 day notice if not done so by the Independent Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.
- E. **City Insurance.** The City will carry its normal liability coverage to cover the City's liability arising out of the City ownership, operation, maintenance or use of the Museum. The City will also cover damage or loss to the building and to fixtures and Permanent Exhibit items except when they are off site and/or being exhibited by Manager.

Section 9. Waiver of Subrogation.

Neither party, nor its officers, directors, employees, agents or invitees shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, when such loss is caused by any of the perils which are or could be insured against under a standard policy of full replacement cost insurance for fire, theft and all risk coverage, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. This clause shall not apply, however in the event that if, by reason of the foregoing waiver, either party shall be unable to obtain any such insurance. Such waiver shall be deemed not to have been made by such insurance without the payment of an additional premium therefore, then, unless the party claiming the benefit of such waiver shall agree to pay such party for the cost such additional premium within THIRTY (30) days after notice setting forth such requirement and the amount for the additional premium, such waiver shall be of no force and effect between such party and such claiming party. Each party shall use reasonable efforts to obtain such insurance from a company that does not charge an additional premium or, if that is not possible, one that charges the lowest additional premium. Each party shall give the other party notice at any time when it is unable to obtain insurance with such a waiver of subrogation without the payment of an additional premium and the foregoing waiver shall be effective until THIRTY (30) days after notice is given. Each party represents that its current insurance policy allow such waiver.

Section 10. Utilities.

The City shall pay all utility costs for operation of the Facility. The City shall provide custodial service.

Section 11. Maintenance, Repairs and Alterations.

- A. The City shall provide all routine building maintenance and any structural repairs which may be needed to maintain the integrity of the Facility. Manager shall promptly notify the City of any maintenance needs or problems. The City will respond in a timely manner to requests from Manager for repair and maintenance. The City will notify Manager before any non-emergency major repairs or alterations will be made to the Facility.
- B. The Manager or City may apply for grants to improve the Facility. The parties recognize that the City has an interest in seeing improvements made which are appropriate to the

ATTACHMENT 1

functioning of the Facility as a museum, and that the City may be able to assist the Manager in obtaining grants to make such improvements. To this end, the Manager agrees that prior to the making grant applications for improvements to the Facility, the Manager will notify the City of its planned application, and the City will cooperate with the Manager in preparing and/or submitting grants for such improvements to the Facility deemed appropriate by the City. Plans for improvements shall be submitted to the City for review and approval prior to construction. Nothing in this subsection shall be deemed to grant the Manager a property interest in the Facility, and any improvements constructed shall be the sole property of the City.

- C. Nothing herein shall be construed as any waiver by the City if any city, state and federal regulations or laws including but not limited to land use, development and building requirements.

Section 12. Tax Liability.

The Manager shall refrain from any activity or use of the Facility which would subject the Facility, or any portion thereof, to ad valorem real property taxes. If any such tax is assessed by any taxing authority, the Manager may contest the assessment of such taxes, and shall indemnify, defend, and hold the City harmless for any amount assessed thereof, together with any interest or costs connected thereto; in no event, shall the Manager permit any ad valorem taxes to become a lien against the Facility.

Section 13. Assignment.

The Manager shall not assign, transfer or attempt to assign or transfer, nor permit any involuntary assignment or transfer of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City. Such consent is entirely at City's discretion. Any such assignment, transfer, or attempt to assign or transfer, whether involuntary or voluntary, without the proper written consent shall render this Agreement automatically null and void.

Section 14. Independent Contractor Status.

The Manager shall perform the work required under this Agreement as an independent contractor. Although the City reserves the right to evaluate the quality of the Manager's performance, the City cannot and will not control the means or manner of the Manager's performance. The Manager is responsible for determining the appropriate means and manner of performing the work. The Manager represents and warrants that it is not an officer, employee, or agent of the City of Springfield and meets the specific independent contractor standards of ORS 670.600.

Section 15. Compliance with Applicable Law.

Manager shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including without limitation, and provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The Manager shall also comply with the applicable requirements of Exhibit A attached hereto and incorporated herein by reference.

Section 16. Indemnity.

ATTACHMENT 1

Manager shall defend, save, hold harmless and indemnify the City, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Manager, its officers, employees, subcontractors, or agents under this Agreement. Subject to Oregon Law, including the Oregon Constitution and the Oregon Revised Statutes including specifically but not limited to the Oregon Tort Claim Act ORS 30.260 through 30.295, City shall defend, save, hold harmless and indemnify the Manager, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the City, its officers, and employees under this Agreement.

Section 17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 18. Termination; Default.

- A. This Agreement may be terminated at any time by written mutual consent of the parties.
- B. In addition, this Agreement may be terminated by the City by not less than six months written notice to the Manager specifying the termination date. This right to terminate shall be exercised in good faith, for any reasonably cause, including but not limited to: building, maintenance and costs associated therewith, insufficient funding resources, new or modified federal or state laws, regulations, or guidelines, denial, revocation or other loss or invalidation of any license or certificate required to be held by the Managers inability to perform or completed the obligations set forth in this Agreement.
- C. Either party by delivering written notice of default may immediately terminate this Agreement, in whole or in part, if the other party fails to perform the obligation set forth in this Agreement within the times specified or allowed under this Agreement, or fails to perform any of the provisions of this Agreement. After receipt of written notice of such failure from the other party, that party shall have sixty (60) days or such other period as the parties may agree to remedy the default.
- D. The rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 19. Merger.

This contract constitutes the entire agreement between the parties. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument. Any such waiver, alteration, modification, supplementation or amendment, if made, shall be effective only in the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of the parties to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision. There are no understandings, agreements or representations, oral or written, regarding this Agreement except as specified in this Agreement.

ATTACHMENT 1

Section 20. Liaison.

The City's Liaison is:

The Manager's Representative is:

Assistant City Manager
Name

Benjamin Johnson
Name

Or his/her designee
Title

Executive Director
Title

541-726-3700
Telephone No.

541-726-3677
Telephone No.

Section 21. "Springfield Museum" Name.

In the event Manager's non-profit corporation status or this Agreement is terminated by Manager, Manager shall assign to the city of Springfield all of its right to and interest in and to the name "Springfield Museum".

Section 22. Manager's Acknowledgement.

Manager hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Manager further represents that this Agreement has been approved and authorized by Manager for execution at a meeting of its Board of Directors.

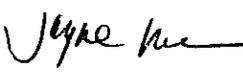
IN WITNESS WHEREOF. The parties have caused this Agreement to be executed;

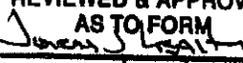

Springfield Museum

2/18/15
Date


City of Springfield

3-3-15
Date

 2.18.15

REVIEWED & APPROVED
AS TO FORM

DATE 2/19/15
OFFICE OF CITY ATTORNEY

ATTACHMENT 1

EXHIBIT A

City of Springfield Public Contractors Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 1) Make payments promptly, as due, to allow persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2)
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3)
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS. 316.167; ORS 279B.220(4)
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B-225.
- 6) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law. Contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017; ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(2).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed in the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work in a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

ATTACHMENT 1

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167, ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580; ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay.
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020; ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(1).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in

ATTACHMENT 1

ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5).

- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 249C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employees shall comply with ORS 656.017; ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838; ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1).

ATTACHMENT 1

Exhibit B

**SPRINGFIELD MUSEUM
550 Main Street
Springfield, Oregon 97477
(541)726-2300**

RECEIPT FOR POTENTIAL DONATION TO CITY OF SPRINGFIELD

Please fill out this form completely.

Description of Items:

NOTE: These items are left for examination only. Museum policy requires review by Springfield Museum staff before any items are accepted into the collection or for the archive.

Unwanted items are to be: (check one)

- Returned to owner
 With another Museum, Library, or Archive (if possible)
 Discarded

Left at Springfield Museum by:

Name: _____

Address: _____

Telephone No.: _____

Received by: _____
(On behalf of Springfield Museum)

ATTACHMENT 1

Please retain original copy which potential donation and send duplicate with owner.

SPRINGFIELD MUSEUM CITY OF SPRINGFIELD COLLECTION POLICY (abridged)

The Springfield Museum is a private, non-profit, educational institution incorporated by the State of Oregon. The Springfield Museum's primary purposes are to obtain, preserve, conserve where necessary, and exhibit items owned by the City of Springfield pertaining to the history and culture of Springfield, Oregon and its surrounding areas, together with the Springfield Museum building in which to house such items.

Donors to the City of Springfield's collection, administered by the Springfield Museum, should be aware that:

- Objects donated become the sole, unrestricted, property of the City.
- Because of limited gallery and storage space, conservation considerations, and policy of rotating exhibits any or all items in one gift may not be necessarily exhibited or stored together.
- Where applicable, and when in possession of the donor, all copyrights, literary rights, property rights, and legal titles are given to the City of Springfield.
- No Springfield Museum employee or volunteer may appraise or offer value judgment, either privately or professionally on incoming donations. Appraisal of a gift to the City for tax purposes is the responsibility of the donor since it is the donor who benefits from the tax deduction.
- The Springfield Museum/City of Springfield cannot predict nor given changing attitudes of future generations and the City reserves the right to use or dispose of all resources or artifacts donated or purchases as it deems most appropriate.
- A complete copy of the Springfield Museum Collection Policy is available upon request.

ATTACHMENT 1

Exhibit C

**SPRINGFIELD MUSEUM
550 Main Street
Springfield, OR 97477
(541) 726-2300**

Accession # _____
Category # _____

RECEIPT FOR DONATION TO THE CITY OF SPRINGFIELD

Description of Object(s):

History or Provenance of Object(s):

Condition at time of transfer:

I, _____ agree that the object(s) described above are given to the City of Springfield as an unrestricted gift, offered without limiting conditions to be used in the best interests of the City, as detailed on the reverse side of this form. I also affirm that I do own said object(s) and that to the best of my knowledge I have good and complete right, title, and interests (including all transferred copyright, trademark and related interests) to give.

(Signature of Donor) Date: _____

Address: _____
Telephone: _____ Email: _____

The Springfield Museum hereby acknowledges receipt of the gift on behalf of the City of Springfield as described above.

Date: _____

ATTACHMENT 1

(Springfield Museum Representative)

SPRINGFIELD MUSEUM CITY OF SPRINGFIELD COLLECTION POLICY (abridged)

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- Where applicable, and when in possession of the Donor, all copyrights, literary rights, property rights, and legal titles are given to the City of Springfield.
- No Springfield Museum employee or volunteer may appraise or offer value judgment, either privately or professionally on incoming donations. Appraisal of a gift to City for tax purposes is the responsibility of the donor since it is the donor who benefits from the tax deduction.
- The Springfield Museum/City of Springfield cannot predict nor govern changing attitudes of future generations and the City reserves the right to use or dispose of all resources or artifacts donated or purchased as it deems most appropriate.
- A complete copy of the Springfield Museum Collection Policy is available upon request.

ATTACHMENT 1

Exhibit D

**SPRINGFIELD MUSEUM
550 Main Street
Springfield, Oregon 97477
(541)726-2300**

**PERMISSION TO REPRODUCE PHOTOGRAPHS OF MATERIAL FROM THE
COLLECTIONS OF THE CITY OF SPRINGFIELD**

The Springfield Museum hereby grants to:

Permission for a single publication or reproduction of the following item(s) from the City of Springfield:

This permission conveys world rights for use in a single edition of a book, periodical issue, film or video production, or other mass medium; it is conditionally granted, contingent upon receipt by the Museum of full payment for the stipulated reproduction fee of \$ _____, and with the understanding that this illustration is to be used for:

The Museum also requires a credit line as follows,

“Courtesy of the Springfield Museum, City of Springfield Collection, Springfield, Oregon. Photo # _____ - _____, (photographer’s name, if known)”

Permission for use beyond that stipulated above must be obtained in writing, and any use fees in addition to the above must be paid in full prior to use.

Date

Springfield Museum Executive Director

ATTACHMENT 1

Exhibit E
SPRINGFIELD MUSEUM
550 Main Street
Springfield, Oregon 97477
(541)726-2300



SPRINGFIELD
MUSEUM

INCOMING LOAN AGREEMENT

Date: _____

I (we) do hereby declare that I am (we are) the lawful owner(s) of the below described property and/or have the legal authority to make this loan. I (we) have read the conditions listed on the reverse of this agreement and I (we) accept them.

Lender's Signature: _____

Address: _____

Telephone: _____

e-mail: _____

The items described below are received by the Springfield Museum as a Loan.

For the purpose of: _____
(Either for the purpose of exhibition only or exhibition and sale.)

For the period between: _____ and _____

Springfield Museum gallery fee is 20%.

| TITLE | CONDITION | INSURANCE VALUE |
|-------|-----------|-----------------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

Check here for attached inventory list.

Received by: _____ for the Museum.

Date: _____

Item returned on date: _____

Received by (Lender's Signature): _____

ATTACHMENT 1

The lender agrees to the following conditions of the loan:

1. Items to the Springfield Museum shall remain in its possession for the duration of the exhibit. **There will be no exceptions.**
2. Under the terms of this agreement the Springfield Museum will exercise the same care in respect to loaned property as it will in the safekeeping of its own property.
3. Unless notified in writing to the contrary, the Springfield Museum may photograph, sketch, or otherwise reproduce the loaned items only for purposes of record keeping, education, or publicity and not for purposes of securing financial remuneration from the sale of such photographs, sketches, or reproductions.
4. Unless the Springfield Museum agrees to provide transportation for the loaned items to and/or from the Museum it will not be responsible for moving the items.
5. The Museum accepts responsibility for damage to loaned items from the time of physical receipt of the items to the time of physical transfer from the Museum to the owner, the owner's representative, or a shipping company. Exceptions follow:
 - a. The Museum will not be liable for damage to items that arrive damaged or have been damaged and repaired prior to delivery to the Museum.
 - b. Items deemed too fragile for display, or which the gallery is physically unable to accommodate will be returned to the owner during the installation period.
 - c. Owners of pieces loaned to the Museum shall hold the City harmless from any and all damages and liabilities incurred through owner's or owner's agent's handling of pieces.
6. All items on display at the Springfield Museum will be insured at the value listed on the loan agreement. Under no circumstances shall the Museum's financial responsibility for an item exceed the amount shown on the loan agreement. Values listed for insurance purposes must not exceed current market value for comparable work in the same condition.
7. The Museum reserves the right to refuse to display any item or items deemed inappropriate for exhibit.

ATTACHMENT 1

Exhibit F

**SPRINGFIELD MUSEUM
550 Main Street
Springfield, Oregon 97477
(541)726-2300**

OUTGOING LOAN AGREEMENT

Date: _____

Name: _____

Address: _____

If an organization, name and title of responsible person:

Name: _____, Title: _____

Date of Loan, from: _____ to: _____

Purpose of Loan: _____

Location during Loan: _____

Total Value of Loan: _____ How valued? _____

Who transports Loan? _____ How? _____

Is a third party involved? _____

Items to be loaned: (Accession No., Description, Condition, and Value)

Return Date: _____

Springfield Museum Representative: _____ Date: _____

Museum Director/Board President: _____ Date: _____

Recipient of Loan: _____

ATTACHMENT 1