

AS AMENDED ON MAY 14, 2012
RESOLUTION NO. 2165

A RESOLUTION OF THE CITY OF SALISBURY,
MARYLAND AUTHORIZING THE MAYOR OF
SALISBURY TO SIGN A MEMORANDUM OF
AGREEMENT (MOA) BETWEEN THE FRIENDS OF
POPLAR HILL MANSION, INC. AND THE CITY OF
SALISBURY.

WHEREAS, the City of Salisbury owns the Poplar Hill Mansion which was built in 1805 and is the oldest structure in the City; and

WHEREAS, the City of Salisbury is responsible for the maintenance of the buildings and grounds of the Poplar Hill Mansion; and

WHEREAS, the Friends of Poplar Hill Mansion, Inc., operate the building and grounds of the Poplar Hill Mansion as a museum and as a venue for community, and social events and entertainment events intended to maximize its historical importance and educational value; and

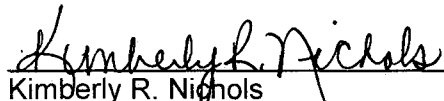
WHEREAS, the maintenance of the interior furnishings is the responsibility of the Friends of Poplar Hill Mansion and Curator; and

WHEREAS, it is in the best interest of the City to have the terms under which the Friends will operate the Mansion and the agreements pertaining to its maintenance reduced to writing.

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council authorizes the Mayor to sign the attached Memorandum of Agreement between the City and the Friends pertaining to the continued care of the mansion and grounds.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 14th day of May, 2012 and is to become effective immediately upon adoption.

ATTEST:

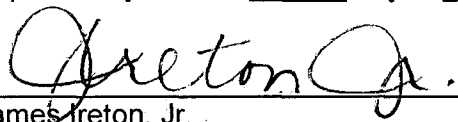


Kimberly R. Nichols
CITY CLERK



Terry E. Cohen
PRESIDENT, City Council

Approved by me this 17th day of May, 2012.



James Ireton, Jr.
MAYOR, City of Salisbury

AS AMENDED ON MAY 14, 2012

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this ___ day of _____, 2012, by and between the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and the FRIENDS OF THE POPLAR HILL MANSION as follows:

WHEREAS, the City of Salisbury owns the building known as the Poplar Hill Mansion, which is the oldest structure in the City of Salisbury; and

WHEREAS, the City of Salisbury desires that the mansion be actively utilized as a museum and as a venue for community and social events and entertainment intended to maximize its historical importance and educational value; and

WHEREAS, the Friends of the Poplar Hill Mansion was created to carry out a program of education and entertainment at the Mansion and to ensure the preservation of the mansion and its furnishings; and

WHEREAS, the City and the Friends desire to enter into a Memorandum of Agreement to define their respective rights and responsibilities pertaining to the operations and care of the Mansion.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS, the City of Salisbury and the Friends of the Poplar Hill Mansion, their respective successors and assigns, do hereby agree to the terms and provisions of this Memorandum of Agreement, to wit:

1. Maintenance of the Mansion: (A) The City of Salisbury will be responsible for maintenance of the building and grounds of the Mansion in order to ensure its preservation. (B) The Friends agree that, through the Chair of their Board or his designee, they will notify the City of any maintenance needs at the

Mansion. The Friends also agree that they will provide the City with information through the City's Capital Improvement Program (CIP) process on the long term maintenance needs relating to the building and grounds that are significant enough to meet the threshold for inclusion in the CIP. The Friends also agree that they will provide information to the City through the City's annual budget process on the maintenance needs of the building and grounds that do not meet the threshold for inclusion in the CIP. The City agrees to respond as quickly as possible, within its budgetary constraints, to the maintenance requests made by the Chair of the Friends.

2. Program:

(a) The Friends agree to carry out a program of events at the mansion, including tours, to educate the public on the history of both the Mansion and the area.

(b) The City agrees to permit the Friends, in addition to the educational program, to utilize the Mansion for social events to raise funds to help support the Friends and to rent the Mansion out for private parties.

(c) The Friends agree that all such social events will be conducted in a manner consistent with the mansion's historical significance and location in a residential neighborhood.

(d) In the event that the Friends decide to engage the services of a curator, the City grants permission for the curator to live in a portion of the Mansion which is described as the studio apartment.

3. Interior Furnishings:

(a) The Friends agree to be responsible for maintaining and preserving the interior furnishings of the Mansion and the household and entertainment items needed to carry out their educational and entertainment program.

(b) The Friends agree to endeavor to secure, either through purchase or donation, additional interior furnishings and to replace any items if necessary in keeping with the historical significance of the Mansion.

4) Insurance

(a) The City shall maintain property and liability insurance on the Mansion and its contents.

(b) The City shall maintain Fine Arts and Historical Property insurance coverage on the antique items in the mansion.

(c) The City shall maintain commercial general liability insurance to cover the Friends.

(d) The Friends shall defend, reimburse, indemnify and hold harmless the City against and from all cost, expenses, losses, damages, suits, actions, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person or other entity whatsoever incurred or suffered by the City arising out of, connected or related to Friend's performance of the terms and conditions of this Agreement,

(e) The Friends agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions as may be necessary or appropriate to give full force and effect to the terms and intent of this document.

5) Bylaws: The Friends agree to develop a set of by-laws to govern their operations and to submit same to the City for approval by the mayor and council. All amendments to the by-laws will be submitted to the mayor and City Council for approval.

6) Term: The term of this agreement shall commence on July 15, 2011 and remain in effect for a period of five (5) years. This agreement will be automatically extended for up to three (3) five (5) year periods.

Both parties retain the right to unilaterally cancel this Memorandum of Agreement upon ninety (90) days written notice.

7) Notice: Any notices required or authorized by this Agreement shall be delivered in writing by United States mail, or personal service to:

City of Salisbury
City Administrator
125 N. Division St.
Salisbury, MD 21801

Chairperson
Friends of Poplar Hill Mansion
117 Elizabeth St.
Salisbury, MD 21801

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

ATTEST/TEST:

CITY OF SALISBURY

_____ (SEAL)

James Ireton, Jr., Mayor

FRIENDS OF THE POPLAR HILL
MANSION

By _____ (SEAL)

Aleta Davis, Chair