

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SOUTH LAKE COUNTY HISTORICAL**  
**ASSOCIATION AND THE COUNTY OF LAKE**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of the month of \_\_\_\_\_, 2017 by and between the Board of Supervisors of the County of Lake, hereinafter referred to as “County”, and the Board of Directors of the South Lake County Historical Association, hereinafter referred to as “Friends of Gibson”.

This Memorandum of Understanding (MOU) is intended to set forth a clear understanding between the County and Friends of Gibson as a volunteer organization, with respect to each party’s responsibilities relative to staffing, revenue-generating activities, liabilities and compliance with policies of the Lake County Museums.

**Section 1. Recitals**

A. The County owns the Lake County Museums. For purposes of this Memorandum of Understanding, the definition of a Lake County Museum includes the Historic Courthouse Museum in Lakeport, the Lower Lake Historic Schoolhouse Museum, and the Gibson Museum and Cultural Center.

B. The Friends of Gibson is a California Non-Profit Public Service Corporation with primary objectives and purposes being: Supporting the mission, vision and purpose of the Gibson Museum and Cultural Center and is dedicated to preserving and presenting the history of Lake County, California, and particularly the history of South Lake County.

**Section 2. Funding and Fundraising**

The Friends of Gibson intends to generate revenue in a variety of ways, including: retail sales, social events, membership drives, donations, grants, and bequests. The purpose of these funds is for the promotion and support of the Gibson Museum and Cultural Center.

**Section 3. Museum Volunteers**

The Friends of Gibson will provide a volunteer person(s) for any and all hours that the Gibson Museum and Cultural Center is open to the public. Volunteers assist in the daily operations of the Gibson Museum and Cultural Center, which includes but is not limited to maintaining files, scheduling, answering phones, and greeting visitors to the museum. In accordance with County policy regarding the activity of volunteers on County premises, the Friends of Gibson agrees to have such volunteers sign a volunteer agreement required by the County and its Risk Management Department.

#### **Section 4. Hold Harmless**

Each party to the Agreement shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

#### **Section 5. Museum Assets**

Unless otherwise stated, the assets of the Gibson Museum will be dealt with in the following manner:

- A) All items of historic, archaeologic, geologic or scientific importance donated to the Gibson Museum for its collection prior to this agreement will be transferred to County ownership and is subject to the policies and procedures therein.
- B) All non-historic items purchased by or donated to the Gibson Museum for the purpose of general operations, maintenance, fundraising or other, non-exhibition, means prior to this agreement will remain the property of the Friends of Gibson. For a complete list of such items, please see attached appendix.
- C) All items on loan to the Gibson Museum prior to this agreement will either be returned to their owners or an agreement reached with their owners for such items to become a permanent part of the Museum collection, under County ownership.

#### **Section 6. Museum Use-**

It is agreed that the Friends of Gibson will be exempt by the County from having to pay any fees or charges associated with the use by the Friends of Gibson of Museum facilities, provided that said use is related to the performance of the objectives and purposes stated above.

#### **Section 7. Nondiscrimination**

In the performance of the provisions of this Memorandum of Understanding, the Friends of Gibson shall not unlawfully discriminate against any qualified worker or member of the public because of race, religious creed, color, sex, national origin ancestry, physical disability, mental disability, medical condition, marital status, or age.

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**Section 8. Termination**

This Memorandum of Understanding may be terminated

- A. At any time upon mutual consent of both parties; or
- B. By either party providing 90 days written notice of termination to the other party.

Executed at Lakeport, California on the day and year first written above.

\_\_\_\_\_  
President  
South Lake County Historical Association

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Lake

ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

By:\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
ANITA GRANT  
County Counsel