

AGREEMENT BY AND BETWEEN  
SPOTSYLVANIA COUNTY AND  
THE SPOTSYLVANIA HISTORICAL ASSOCIATION, INC.

THIS AGREEMENT is made this 30 day of OCTOBER, 2017, by and between Spotsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia, and the Spotsylvania Historical Association, Inc., a non-profit Virginia corporation.

WITNESSETH

WHEREAS, the Board of Supervisors of Spotsylvania County (hereinafter the 'County') recognizes the premises at 9019 Old Battlefield Boulevard, Suite 110, at Spotsylvania Courthouse, Virginia, as the Spotsylvania County Museum; that it has been under joint operation of the Spotsylvania Historical Association, Inc. (hereinafter the 'Association'); and the County of Spotsylvania since June 1, 2012; and

WHEREAS the Association desires to continue the operation of the Spotsylvania County Museum for the enjoyment and education of visitors and for the benefit of the public generally; and

WHEREAS, the County finds that increased interest in and concern for the history and heritage of Spotsylvania County warrants the continuing expansion of service and upgrading of the facilities for the Spotsylvania County Museum to provide for (1) the continued operation and regular schedule of Spotsylvania County Museum hours at 9019 Old Battlefield Boulevard (the "Facility") approximating as closely as practicable the hours of operation of the Spotsylvania County Visitors Center; (2) the continued accountability of the artifact collection of the Spotsylvania County Museum and continued placement in a computerized record-keeping system; (3) the continued operation and enhancement of a History and Genealogy Research Center to provide resources and assistance to visitors interested in researching available genealogical records, consisting of at least one computer terminal providing links to available genealogical databases to facilitate visitor research; and (4) upgrading of archival, storage, and display facilities to provide (a) secure, protective storage of records and artifacts, (b) modern interpretive and educational displays for the education and enjoyment of visitors and protection of artifacts and records from degradation; and (c) a web-based Museum specific program designed to provide information and enhance opportunities for the Association and the County of Spotsylvania; and

WHEREAS, the County desires the assistance of the Association in the operation of the Museum, subject to the Association's maintenance of its non-profit corporate status; and

NOW, THEREFORE, the County and the Association, in consideration of the mutual covenants as set forth herein, do hereby agree as follows:

I. Association Obligations:

The Association agrees to perform as follows:

1. The Association shall provide the County a Certificate of Good Standing from the Virginia State Corporation Commission within ten (10) days after submitting this executed Agreement to the County.

2. The Association shall provide documentary proof of its federal tax-exempt status to the County within ten (10) days after submitting this executed Agreement to the County and shall provide the County with annual documentation attesting to its retention of such status.

3. The Association, with the signing of this Agreement, transfers ownership of the Spotsylvania Historical Association collection listed in Schedule A to the County of Spotsylvania. The County of Spotsylvania agrees not to dispose of any of the collection listed in Schedule A without the concurrence of the President and Board of the Spotsylvania Historical Association. Should the Spotsylvania County Museum close permanently, the ownership of the collection listed in Schedule A will revert back to the Spotsylvania Historical Association when the Association provides written guarantee that the Collection will be stored in a humidity controlled, secure environment. However, in the event the Spotsylvania Historical Association ceases to exist or becomes otherwise defunct, ownership of the collection listed in Schedule A shall remain with the County to display at a County-run museum or dispose of as it sees fit, in perpetuity.

4. The Association will continue to assist with and staff the daily operations of the Spotsylvania County Museum located at 9019 Battlefield Boulevard. All staffing shall be sufficient to keep the Spotsylvania County Museum open to the public from 9 AM to 5 PM daily, Monday through Sunday, closing only on New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Any closing directed in writing by the County Administrator to facilitate maintenance, repairs, or work on the facility or closing authorized by the County Administrator as part of a general order directing the closing of County facilities due to inclement weather or other emergency shall not be deemed a breach of this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Association's staff or volunteers and the County.

5. The Association will provide a website with links to the Spotsylvania County Museum to promote historical events, activities and membership in the Association.

## II. County Obligations:

The County agrees to perform as follows:

1. The County shall continue to make the Berea Church facility at 8956 Courthouse Road Spotsylvania, Virginia, available to the Association for use for tours and special events.

2. The County shall provide electricity, water and sewer service, CAM, telephone, fax, cable TV and internet service to the Facility at no cost to the Association.



3. The County shall provide and maintain appropriate signage to the extent practicable, on Interstate 95 and in the Courthouse area. The County, in consultation with the Association, will provide adequate informational and directional signage.

4. Starting Fiscal Budget Year 2018, the County shall, continue to allot to the Association, the sum of Seven Thousand Six Hundred Eighty-two Dollars (\$7,682.00), payable on a quarterly basis, for the purpose assisting the Association in compensating such persons the Association may hire to staff the Museum on a daily basis as provided for hereinabove for twelve (12) months. The Spotsylvania Historical Association will submit a budget during the annual budget process for consideration by the Board. As part of its regular annual review of the Spotsylvania County Budget, the County may consider adjustment of its financial support to the Association, in consideration of the costs arising out of the performance of this Agreement, however, budgetary adjustments on the part of the County with regard to the allocation of any financial support for the Association shall not, in any manner or degree, alter the obligations of the Association set forth herein. It is understood and agreed between the parties hereto that the County shall be bound hereunder only to the extent of the funds being available or appropriated for the purposes described herein.

5. The County will continue to provide a location, with modern interpretive and educational displays, for the education and enjoyment of visitors to the museum. The County will also provide space for a history and genealogy research area within the museum, sales material and a sales system that allows for credit or debit card use by visitors to the museum.

6. The County will continue to provide storage materials and storage facilities for the protection of artifacts from degradation due to light, humidity, temperature, or other deleterious environmental factors in the temporary Museum and for those artifacts not on exhibit at the Collections storage facility located in the 1994 Courthouse.

7. The County shall thereafter maintain, for the duration of this Agreement, insurance coverage on all artifacts displayed or stored within the Spotsylvania County Museum. The artifacts listed in Schedule A to be insured by the County shall be covered by Virginia Association of Counties Group Self-Insurance Risk Pool (VACoRP) for the amount indicated on Schedule A of this Agreement or of the artifact loan agreement between the County and the owner, if applicable.

8. The County, recognizing the historical importance of the Berea Church, will undertake a study to determine restoration requirements and facility improvements to ensure its continued use as a historical site.

### III. Mutual Obligations

The Association and the County, acting cooperatively, agree to perform as follows:

1. Every two years in the odd numbered year following execution of this Agreement by both parties, the Association and the County shall complete a detailed inventory of the entire contents of the Spotsylvania County Museum.

2. The County, with participation from the Association, will provide for oversight and direction of the day-to-day management activities required.

3. The County and the Association will jointly explore the potential for grant sources and opportunities for additional funding to implement both the museum and Berea Church facility development plans and enhancements.

#### IV. Terms and Conditions of Agreement:

1. **Commencement and Renewal of Agreements:** This Agreement shall commence upon its execution by both parties and shall automatically be renewed from year to year unless one party provides the other party with written Notice of Termination as set forth in Section IV.2, below.

2. **Termination of Agreement:** This Agreement may be terminated for any reason by either of the parties hereto upon thirty (30) days written notice to the other party. In the event of a breach of this Agreement by a failure to perform any obligation hereunder, the non-breaching party may terminate the Agreement upon ten (10) days written notice to the other party. In the event of any termination or non-renewal of this Agreement, the Museum premises shall be vacated by the Association within not more than thirty (30) days following the effective date of termination.

3. **Entire Agreement:** This Agreement expresses the entire agreement between the parties regarding the matters set forth herein, and all representations, whether oral or written, inconsistent with the terms hereof are null and void. This Agreement may be amended only by a writing properly executed on behalf of both of the parties hereto.

4. **Assignability:** This Agreement shall not be assigned to any other person(s) or entity absent the express written consent of the County.

5. **Applicable Law and Venue:** This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia. The Circuit Court of Spotsylvania County shall be deemed the appropriate venue for adjudication of any dispute arising in consequence hereof between the parties hereto.

6. **No Ownership Interest:** This Agreement shall not be construed to give the Association any leasehold, ownership, or possessory interest in any of the premises listed herein.

**IN WITNESS WHEREOF**, the Association and County have signed and sealed this Agreement as of the day, month and year first above written.

*SIGNATURES ON THE FOLLOWING PAGES*

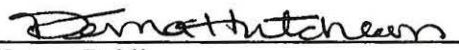


THE SPOTSYLVANIA HISTORICAL  
ASSOCIATION, INC.

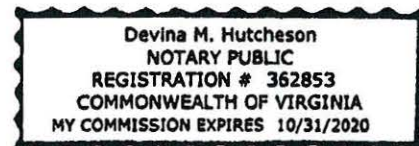
 (SEAL)  
By: John Pruitt  
Its: PRESIDENT

COMMONWEALTH/STATE OF VIRGINIA  
CITY/COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing deed was acknowledged before me this the 30 day of OCTOBER, 2017,  
by JOHN PRUITT (Name), who is the PRESIDENT (Title)  
of the Spotsylvania Historical Association, Inc.

  
Notary Public

My Commission Expires: 10/31/20  
My Registration No.: 362853



COUNTY OF SPOTSYLVANIA, VIRGINIA

By: \_\_\_\_\_ (SEAL)  
MARK B. TAYLOR  
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA  
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing instrument was acknowledged before me this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by Mark B. Taylor, County Administrator of Spotsylvania County.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Registration No.: \_\_\_\_\_

APPROVED AS TO FORM:

Shelia Anne Williams 10-31-17  
Senior Assistant County Attorney