

**MARYLAND STATE ARCHIVES / BALTIMORE CITY ARCHIVES
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, dated _____, 2009, is entered into between the Mayor and City Council of Baltimore, acting by and through the Department of Legislative Reference (the "Department"), and the Maryland State Archives ("MSA"), a governmental entity of the State of Maryland.

WHEREAS, the role of government archival institutions is to document the legitimacy of our respective governments and the evolving rights and obligations of our citizens; to be the informed and accurate record; and to act as a maintained resource for the study of our rich and diverse past.

WHEREAS, the Department and MSA recognize the benefits to be gained by working together to achieve greater efficiencies, economies of scale, and improved access for the public.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the parties agree as follows:

**SECTION I. MANDATORY PROVISIONS
Nondiscrimination in Employment**

Both parties agree not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, genetic information, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of that employment.

SECTION II. MONITORS

A. The Agreement Monitor for the Department is:

Avery Aisenstark, Director
Department of Legislative Reference
City Hall, Room 626
100 North Holliday Street
Baltimore MD 21202

The Department's Agreement Monitor is the primary point of contact within the Department for matters relating to this Agreement. The Department's Agreement Monitor shall contact MSA immediately if the Department is unable to fulfill any of the requirements of the Agreement or has any questions about the interpretation of its provisions.

B. The Agreement Monitor for MSA is:

Edward C. Papenfuse
State Archivist and Commissioner of Land Patents
The Edward C. Papenfuse State Archives Building
350 Rowe Boulevard
Annapolis MD 21401

MSA's Agreement Monitor is the primary point of contact within State Government for matters relating to this Agreement. MSA's Agreement Monitor shall contact the Department's Agreement Monitor immediately if MSA is unable to fulfill any of the requirements of the Agreement or has any questions about the interpretation of its provisions.

SECTION III. BACKGROUND OF AGREEMENT

The Department and MSA have been collaborating for many months on matters of mutual concern. Most recently, the parties worked together to effect a smooth transfer of Baltimore City Archives' material to a new location. It is generally recognized that each institution has resources that can be helpful to the other institution and that working together will accrue to the mutual benefit of both institutions.

The Maryland State Archives facilities are near capacity, while the Baltimore City Archives presently has some spare capacity. The current spare capacity can be used to house record material generated in Baltimore City and, specifically, the courts. In addition, the MSA has spare record scanning and web hosting capacity and expertise that can be used to make City finding aides and materials more accessible in a web-based environment.

SECTION IV. DUTIES OF DEPARTMENT

The Department will accept for storage archival material from MSA, utilizing existing shelving of at least 15,000 cubic feet of storage at the Baltimore City Archives, located at 601 East 27th Street, Baltimore, Maryland.

SECTION V. DUTIES OF MSA

1. MSA will provide scanning and web hosting services as resources permit to make the finding aides and record material of the Baltimore City Archives more generally available. Services generally include scanning of original source material, (paper, microfilm, large format, etc.), conversion to digital format, indexing, hosting the web

site, housing the server(s), Internet connectivity, Internet IP addresses, backup and recovery services, Internet hardware and software maintenance and support, web indexing, and statistics.

2. During the term of this Agreement, MSA will provide equipment and information technology support at the Department's Baltimore City location. The equipment will include scanner resources, personal computers, routers / switches, servers, and network infrastructure (wiring).
3. MSA will provide the Department FTP access to their portion of the web server if desired.
4. MSA will allow public access to the web server(s).
5. MSA will contact designated Department staff within 4 hours to report any hardware, software, or environmental problem or event occurring during business hours.
6. MSA will notify designated Department staff in advance of any planned power outages or other event that might affect the web services, functionality or availability to the users or staff.

SECTION VI. DUTIES OF BOTH PARTIES

1. Both parties will lend their considerable expertise to the effort to make archival material more available to the public and to invigorate records management generally.
2. Both parties agree to provide financial support where appropriate and as funds are available. Any payments made under this Agreement shall be made pursuant to a written task order agreement signed by both parties and will specify the services to be rendered and the agreed-to amount of payment.
3. Both parties agree to seek other sources of funding, such as grants, to support these endeavors.
4. Neither party shall be liable to the other for failure to perform under this Agreement due to unforeseen circumstances or causes beyond its reasonable control.

SECTION VII. TERM

The term for this Agreement is for **5 years**, beginning May 1, **2009**, and ending June 30, **2013**. The Agreement can be extended at the mutual consent of the Parties.

With 60 days prior notice, the Agreement may be terminated by either party, upon a determination that such termination is in the best interest of the City or the State.

SECTION VIII. SIGNATURES

In acknowledgement of the services and requirements of this Agreement, these authorized signatories attest to their acceptance of the terms and conditions of this Agreement.

For MSA

By: _____
Timothy D. Baker, Deputy State Archivist

Date: _____

Approved as to Form and Legal Sufficiency
This _____ day of _____, 2009

By: _____
Bonnie A. Kirkland
Assistant Attorney General

For the Department

By: _____
Avery Aisenstarck

Date: _____

Approved as to Form and Legal Sufficiency
This _____ day of _____, 2009

By: _____
Richard E. Kagan
Chief City Solicitor

Approved by the Board of Estimates

_____+

This _____ day of _____, 2009

Consented to:

Landlord

Date