

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

This Agreement, dated _____, is hereby entered into between the Department of Legislative Reference a unit of Baltimore City Government, hereafter known as "the Department", and the Maryland State Archives, a governmental entity of the State of Maryland hereafter "MSA."

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, and

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 the covenants herein contained, 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 such employment.

SECTION II. MONITORS

The Agreement Monitor for the Department shall be:

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, or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for MSA shall be:

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, or has any questions regarding the interpretation of the provisions of the Agreement.

SECTION III. BACKGROUND INFORMATION 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' (BCA) 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.

SECTION IV. DUTIES OF THE DEPARTMENT

Some of the specific services to be provided by the Department under this Memorandum of Understanding are as follows:

1. The Department will provide one full time Archives Technician to support the operations of the Baltimore City Archives (BCA).
2. The Department will pay MSA \$90,000 annually to manage BCA according to the terms of Section V, Duties of MSA.

SECTION V. DUTIES OF MSA

1. MSA will provide management and oversight for the BCA. MSA staff will be responsible for supervising the MSA and BCA staff assigned to the Baltimore City Archives.
2. MSA will, as resources permit, provide assistance and guidance to BCA, the Department and City agencies for:
 - a. Establishing and invigorating records management programs;
 - b. Developing record retention and disposition schedules;
 - c. Determining what records may or may not be deemed permanent; and
 - d. Disposing of records no longer needed for City use.
3. MSA will, as resources permit:.,
 - a. Develop and make available finding aids and record indices;
 - b. Scan and make available targeted record series;
 - c. Maintain the web site www.baltimorecityhistory.net (or other sites as necessary) as the repository for scanned material and finding aids.
4. MSA will provide basic custodial services.
5. MSA will provide grant writing services for a capital grant to provide minimal temperature and humidity controls for the rare manuscripts portion of BCA.
6. MSA will contact designated Department staff in a timely manner to report any personnel or policy issues that may arise.

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.
3. Both parties agree to seek other sources of funding such as grants to support these endeavors.

SECTION VII. TERM

The term for this Agreement shall be for three years commencing on July 1, 2010 and ending on June 30,

2013. The Agreement can be terminated by either party with six months advanced notice.

SECTION VIII. SIGNATURES

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

For the Department

For MSA

BY:

BY:

Signature

Signature

Date of Signing

Date of Signing

Approved as to Form and Legal Sufficiency

This ____ Day of _____, 2010

By: _____
Assistant Attorney General
Bonnie A. Kirkland