



**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FREDERICKSBURG AND
FREDERICKSBURG AREA MUSEUM
FOR SPONSORSHIP OF A NEW CURATOR POSITION**

THIS AGREEMENT, entered this ____ day of _____, 2021, is between the City of Fredericksburg (“City”) and Fredericksburg Area Museum and Cultural Center, Inc. (“FAM”).

RECITALS

In 2017, the City of Fredericksburg engaged the International Coalition of Sites of Conscience to conduct a study to better understand the community’s telling of its African American history.

FAM’s mission is to collect research, interpret, teach, and preserve the history, heritage, and culture of the Fredericksburg region, serving a diverse community through a commitment to inclusion, integrity, credibility, and relevance.

After a year-long study and community outreach effort, the City Council made the decision to remove a slave auction block from the public right-of-way.

FAM accepted the auction block on loan from the City, and has committed to engage a professional in the field of museum interpretation to plan and install a permanent exhibit meeting high standards of scholarship, accessibility, and design for display of the auction block.

FAM’s planned interpretation of the auction block will maintain the association of the block and the larger Planter’s Hotel site at 401-405 William Street, and will necessarily coordinate with the interpretive efforts at the site itself.

As part of the initiative to tell a more complete story of our diverse community and its history, the City desires to partner with FAM to support these common goals and to establish a new position: Curator of African American History and Special Projects.

To further this partnership, the City has proposed a special appropriation of funds to provide financial support for this position.

AGREEMENT

- I. **Scope of Collaboration.** The City and FAM agree to cooperate in the creation of a new Curator of African American History and Special Projects position that will be directly responsible for leading a citywide interpretive initiative for African American History in the City of Fredericksburg and at the Fredericksburg Area Museum (the “Program”).

A. Selection and Supervision of Curator.

1. FAM will recruit, select, and hire a Curator of African American History and Special Projects (“Curator”) whose duties, experience, and qualifications shall substantially conform to the Job Description, which is attached to this Agreement, labeled as “Attachment 1,” and incorporated herein by reference.
2. The Curator will work full-time (approximately 40 hours per regular work week) under the direct supervision of the FAM President and CEO.
3. FAM assumes all responsibilities as the employer of the Curator, including payment of wages and other compensation, which shall be in accordance with FAM employee policies and procedures and in compliance with applicable federal and state law.
4. Alternate staffing arrangements, consistent with the objectives of the Program, may be considered, subject to City approval.

B. Creation of Program Committee. The Curator will lead a joint African American History Committee that will develop a coordinated, collaborative approach to Program implementation. The Committee’s membership will consist of representatives from FAM, community members, the City Manager’s Office, Department of Public Works, Department of Community Planning and Building, and the Economic Development and Tourism Office.

C. Project Priorities and Benchmarks.

1. Immediate priorities. The City and FAM agree that the following priorities will be a primary and immediate focus of the position, and they will work toward a goal of achieving the completion targets set forth by FAM: FAM and the City agree to review progress on Program goals monthly and make updates as needed.
 - a) Create a strategic plan with project objectives and deadlines to include a cohesive interpretive plan for both FAM and the City at large. Target Completion: 3 months after Curator’s date of hire.
 - b) Oversee the development of an exhibition on African American history to include interpretation of the “Slave Auction Block” inside the Fredericksburg Area Museum. Target Completion: While development will be ongoing, Curator will work to ensure that the Project remains on schedule for the exhibit to open in March 2024.
 - c) Work with City staff to develop and implement an interpretive plan, building upon prior work with the public, ICSC, and the Memorials Commission, for the auction block site at the corner of William and Charles Streets. Once the City approves the plan, an RFP will be jointly developed to achieve design and construction to live the plan’s intent. Target Completion: 4 months after Curator’s date of hire.

2. Additional projects. Additional priority projects that will guide the Curator's work over the course of the initial two-year partnership include the following, with the schedule for these projects to be determined upon completion of the strategic plan more fully described in Section C(1)(a) above

- a) Work with FAM educator to create K-12 education programs as they pertain to interpretive ephemera.
- b) Review inventory of wayside panels in the City and recommend future panels as they pertain to the African American story.
- c) Review, revise, and update City interpretive materials, including, but not limited to 1) the "Trail to Freedom" brochure and website (TrailtoFreedomVA.com), 2) the "African American History of Fredericksburg" brochure, 3) the Underground Railroad brochure.
- d) Review the Visitor Center video, VisitFred.com, and FAMVA.org, and make recommendations on content as it pertains to the African American story.
- e) Compile a comprehensive list of African American heritage programs from sites in the City and make recommendations for how the sites may tell a more complete story.
- f) Build a downtown walking tour focused on African American history.

II. Term.

A. This Agreement shall become effective immediately upon execution, and shall expire two years from the date of hire of the Curator, unless otherwise terminated by the Parties in accordance with this Agreement.

B. In the event the Curator position becomes vacant, FAM and the City will make every effort to continue the Program work in the Curator's absence until the end of the then-current fiscal year or until the vacancy is filled, whichever occurs first. If the vacancy cannot be filled, then this Agreement shall automatically terminate on the last day of the fiscal year in which the vacancy occurred, unless otherwise agreed to by the Parties.

C. The Parties may renew this Agreement for up to two additional two-year terms and make modifications consistent with Program objectives at any time, by executing a written amendment to this Agreement.

III. Funding and Payment.

A. The City will provide the funds to FAM to sponsor the Curator position in the amount of \$50,000 per year for two years, beginning with the FY 2022 budget effective July 1, 2021. The City Council will consider an amendment to the FY 2022 budget to

appropriate the necessary contribution for FY 2022 by September 1, 2021. The sponsorship funding is considered separate and apart from the annual contribution of the City to the Fredericksburg Area Museum. Sponsorship payments are proposed to be bi-annually, and the first payment would be made upon notification to the City of the hiring of the sponsored employee.

B. FAM will supplement the funding at a level sufficient to achieve a competitive hiring rate.

C. FAM agrees to use the funds received under this Agreement for the purposes set forth herein. The funds shall not be used for any other purpose without the City's prior written approval.

D. All funds are subject to appropriation by the City Council. If Council does not appropriate the required funds, this Agreement will terminate on June 30 of the then-current fiscal year.

IV. Termination. Either party may terminate this agreement for any reason with 60 days' written notice to the other party. In the event that either party elects to terminate this agreement in accordance with this provision, FAM agrees to promptly return any portion of funding unexpended as of the effective date of termination.

V. Ownership of Documents. All documents, records, and materials produced by the Curator in the course of the Curator's employment shall remain the property of FAM, except for documents and materials prepared for City use or branded as City materials, included but not limited to, City brochures and other materials intended for use by the Fredericksburg Visitor's Center or Economic Development and Tourism Office, content for City government websites, and informative displays for City wayside panels. These documents and materials ("City Materials") shall become property of the City. Upon completion of a project that results in production of City Materials, FAM agrees to transfer the original City Materials to the City in hard copy, electronic format, or both, as desired by the City. FAM assigns to the City the copyrights to all City Materials prepared, developed, or created under the Program and in accordance with this Agreement.

VI. Communications. The Parties agree to collaborate on major external communications regarding the Program and related projects, including but not limited to press releases, events, and exhibit announcements and promotion.

VII. Notices. Communication and details concerning this Agreement shall be directed to the following representatives:

CITY

Tim Baroody
City Manager
P.O. Box 7447
Fredericksburg, VA 22404
Phone (540) 372-1010
Email: tjbaroody@fredericksburgva.gov

FAM

Sara Poore
President & Chief Executive Officer
P.O. Box 922
Fredericksburg, VA 22404
Phone (540) 371-3037
Email: spoore@famcc.org

The Parties have executed this Agreement as of the date listed above.

CITY

FAM

By: _____
Timothy J. Baroody, City Manager

By: _____
Sara Poore, President & CEO