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**Palmer City Council Meeting**

**Meeting Date:** 03/26/2024

**Department:** City Clerk's Office

**Agenda Category:** Action Memorandum



**Approved as Amended**

**Legislation Number:** AM 24-016

**Subject** **One-Year**

Authorizing the City Manager to Negotiate and Execute a ~~Three-Year~~ Contract with the Palmer Museum of History and Art for the Custodial Care and Curation of City of Palmer's Museum Artifacts In the Amount of \$55,400 to Reflect for 2024 Payment

**Summary Statement/Background**

Approval of this Action Memorandum will authorize the City Manager to execute a professional services Agreement for the custodial, care, and control of the City of Palmer-owned historical artifacts for a ~~three-year~~ term, and to approve payment of \$55,400.00 as approved in the FY 2024 Budget. This agreement requires an annual appropriation by the City Council.

The Palmer Museum of History and Art (PMHA) has been actively providing museum services since March 2006, as per the terms of the professional services agreement. This agreement designates PMHA as the exclusive entity responsible for the custodial, care, custody, and control of historical artifacts owned by the City. The City Council, through Resolution 05-017 approved on June 28, 2005, authorized the City to enter into a contract with PMHA, an Alaska non-profit corporation, formalizing the relationship as the official caretaker of all historical artifacts and museum properties. This commitment was solidified through the execution of an Agreement on March 10, 2006. Over the years, PMHA has successfully fulfilled all requirements stipulated in the professional services agreement. Furthermore, a new Agreement between the City and PMHA was approved on February 14, 2012, as a five-year contract with the option to renew for an additional five years, which ultimately expired on December 31, 2023. This historical context underscores the established and successful collaboration between the City and PMHA in the management and care of valuable historical artifacts.

Under Palmer Municipal Code (PMC) 3.21.260, the City possesses the authority to engage in contracts for professional services at the discretion of the City Manager. Additionally, PMC 3.21.230 A3 allows the city to bypass competitive source selection procedures for professional services when there is a reasonable limitation on the availability of sources. In light of the operational challenges posed by the co-location of museum artifacts in the visitor information center, the execution of professional services becomes operationally intricate. Moreover, considering the specialized nature of the field and the presence of ongoing projects that demand specific expertise, it is justified to opt for contracting without competitive procedures. This approach ensures the city's ability to efficiently manage and accomplish projects that involve the unique requirements associated with museum artifacts and related initiatives.

**Administration's Recommendation:**

**One-Year**

Approve Action Memorandum 24-016 allowing the City Manager to negotiate and execute a ~~three-year~~ contract for professional services for Museum Services and to authorize payment for 2024 of \$55,400.

**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$55,400.00

**Legislation creates expenditure in the amount of:** \$55,400.00

**Budgeted Y/N?:** Y

**Line Item(s):** 01-01-20-6030

**Attachments**

Draft Museum Contract 2024

PHMA Collections Policy

# **Agreement for the Curatorial, Archival and Museum Services Of the City of Palmer's Historical Artifacts**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Palmer, Alaska, a municipal corporation (City) and The Palmer Museum of History and Art, a 501(C)(3) Alaskan nonprofit (PMHA). The City desires to retain the PMHA to manage City owned museum artifacts according to the terms and conditions hereinafter set forth and PMHA is willing to perform such services.

## **Recitals:**

Whereas, the City of Palmer has a collection of artifacts (the "Collector") that have been housed in the Palmer Visitor Center; and

Whereas, the Palmer Visitor Center is a premier feature within the community and houses city owned historical artifacts; and

Whereas, the PMHA is incorporated as a non-profit corporation dedicated to managing and care for the Collection, and to exhibit and interpret items that depict the history of the greater Palmer area; and

Whereas, By Resolution No. 05-017, adopted by the City Council of the City of Palmer on June 28, 2005, the City authorized the City Manager to enter into a contract with the PMHA to be the exclusive entity responsible for the care and control of the historical artifacts owned by the city; and

Whereas, previous agreements have expired and both parties would like to create a new Agreement.

Whereas, this Agreement supersedes and replaces all previous agreement whether verbally or written between the City and PMHA.

Whereas, the Parties mutually agree to the following terms and conditions on \_\_\_\_\_.

## **1. Definitions:**

**"Annual Payment"** equals the annual contract payment [of \$55,400] plus 2.5% annual inflation increase applicable after year one.

**"City"** is the City of Palmer.

**"PMHA"** is Palmer Museum of History and Art

**"VIC"** is Palmer Visitor Information Center which houses the Collection.

**"Collection"** is the Historical Artifacts of Palmer.

**"Palmer Museum Collection Policy and Procedure"** This is the mutually agreed upon process to determine and document any ownership of items donated or acquired. See Exhibit A.

**"Manager"** is the manager of the City of Palmer or his/her authorized representative.

**"Term"** has the meaning set forth in Section 3.

**"Services"** mean the professional [and other] services to be provided by PMHA under this agreement, as described in more detail as PMHA's obligations under this Agreement.

**2. Term and non-Appropriations Clause:**

- A. Term. The services of the PMHA shall commence upon execution of this Agreement by the City and shall terminate, subject to the provisions of this Agreement or three (3) years after execution of this Agreement.
- B. Previous Agreements. All previous agreements between the Parties related to the operation of the VIC are superseded by this Agreement.
- C. Non-Appropriations Clause. Any continuation or renewal of this Agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the City Council. The City may terminate the agreement and the PMHA waives any and all claim(s) for damages, effective immediately upon receipt of written notice if, for any reason, funding is not appropriated.

**3. PMHA's Obligations:**

The PMHA will provide the following services:

- A. General curatorial, archival and museum services to the City in accordance with Industry best practices and City budgets, as adopted and amended.
- B. PMHA shall perform all tasks associated with the curation and preservation of historical artifacts owned by the City, also referred to as the Collection. This includes the following tasks:
  - a. Maintain an inventory or catalogue of all items in the Collection and provide either a paper or digital copy of the inventory or catalogue to the City.
  - b. Maintain the registration of all items in the Collection.
  - c. Collect and register items as described in the PMHA collections policy., attached as Exhibit B.
  - d. Develop and maintain displays of collected items as public display areas within the VIC, available for the PMHA's use.
  - e. Provide for the proper care and custody of the Collection utilizing accepted archival practices.
- C. The Collection shall remain the property of the City.
- D. Ownership of items subsequently acquired by the PMHA are determined by the Palmer Museum Collection Policy and Procedure, (Exhibit B) herein incorporated into this Agreement.

- E. PMHA, as an independent contractor, is solely responsible for hiring staff and entering into agreements for contract services as necessary to perform its duties under this Agreement.
  
- F. On or before September 15<sup>th</sup>, the PMHA shall present to the City:
  - a. The current annual period covered by this Agreement.
  - b. A proposed work plan and budget for the following calendar year that contains all costs associated with the PMHA's responsibilities under this Agreement for that period.
  - c. The work plan budget shall identify the source and amount of all revenue the PMHA has received to support its activities for the period.
  - d. The funds requested by the PMHA in the annual proposed work plan and budget are subject to appropriation by the City Council.
  
- G. Reports. Submit the below written reports to the City Council detailing the results of services provided:
  - a. Report Due on October 1
  - b. Reports shall include:
    - 1. A summary of the registered items in the collection.
    - 2. A summary of completed present and future projects associated with preservation of historical artifacts, presentations, or implementation plans for future projects.
    - 3. A summary of challenges and successes of the collection.
    - 4. Develop and propose any future projects for budgetary purposes.
  
- H. When artifacts are donated, conduct a Collection Committee meeting with the City Manager, Community Development and PMHA Staff, according to the Palmer Museum Collection Development Policy.
  
- I. Designated Administrator. The services shall be administered, supervised, and directed by the PMHA's Designated Administrator.
  
- J. Compensation. PMHA is responsible for all PMHA personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
  
- K. Independent Contractor. PMHA is an independent-contractor of the City. PMHA shall operate and manage the museum artifacts in accordance with industry best practices.
  
- L. Security System. PMHA will maintain a building security system.
  
- M. Amendment. This contract may be amended from time to time with written agreement of both the PMHA and the City.

#### **4. City's Obligations:**

The City Shall:

- A. Designate an Administrator. The City Manager will be the administrator and the point of contact for the PMHA for this Agreement.
- B. Use of the VIC Building. The City Manager will provide such access to the VIC building for the purposes of performing the obligations of this Agreement.
- C. Regular Communication: The City will meet with the PMHA on a minimum quarterly basis and be responsive to additional requests from the PMHA.
- D. Make Payment. The City will make payments to PMHAs according to the Timetable listed on Exhibit A.
- E. Non-Exclusive Revocable License. The City will continue to provide the PMHA a non-exclusive revocable license for use of:
  - a. The Name "Palmer Visitor Information Center"
  - b. The Phrase "Alaska at its Best"
  - c. The City Logo
  - d. All existing brochures and handouts both printed and electronic
- F. Interior and Exterior Maintenance. The City shall provide interior and exterior maintenance services for the Visitor Information Center building and the grounds.

#### **5. Payment Terms:**

- A. Subject to the provisions of this Agreement, payment of the total sum for all services of **\$55,400** will be paid according to Exhibit A attached hereto and incorporated herein by reference, with 2.5% increase annually for inflation after year one.
- B. Any modifications or amendments of payment terms must be agreed to in writing by both parties.
- C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing(s) of value to the PMHA in connection with performance of this Agreement duties. The parties understand and agree that administrative overhead and other indirect or direct costs the PMHA may incur in the performance of its obligations under this Agreement have already been considered and are included in this Agreement.
- D. The City will pay to the PMHA the amount set forth in Exhibit A which shall constitute the full and complete compensation for the PMHA's professional services. That sum will be paid on receipt of invoices submitted two weeks prior to the schedule set forth in Exhibit A.
- E. All invoices must be submitted in duplicate and addressed as follows: City of Palmer, Community Development Dept., 645 E. Cope Industrial Way, Palmer, AK 99645

F. It is expressly understood and agreed that the total compensation paid to the PMHA shall not exceed **\$55,400 without written agreement by the City.**

**6. Lease:**

This Agreement does not constitute a deed or grant of an easement by City and does not constitute a lease.

**7. Right to Enter:**

City, through the City Manager or his/her authorized representative may, upon reasonable notice, enter into the premises, at any and all reasonable times during the term of this Agreement for the purpose of determining whether PMHA is complying with the terms and conditions hereof or for any other purpose incidental to the rights of City for emergency reasons. PMHA shall be required to submit a key to all locked doors to the police department and shall also provide a key or other device to turn off the alarm system.

**8. Utilities:**

A. The City shall be responsible for prompt payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and internet. PMHA will be responsible for long-distance phone charges. The installed telephone system and phones will remain the property of the City.

**9. Improvements:**

A. PMHA shall inform the CITY in writing of requests for major alterations, additions, or improvements at the VIC building and/or property. Work will not commence without written approval from the City.

**10. Website Ownership and Control, Social Media Management and Brand Protection for the City of Palmer:**

A. Website Ownership: PMHA will produce and maintain a website with current information about Palmer's Museum. The City shall have the right to remove language or information associated with the Museum. The City shall notify in writing PMHA of its concerns and request to remove language.

B. Social Media: PMHA agrees to provide a social media platform and social media management services such as a Facebook page solely for the Palmer Museum. This social media page is separate from the PMHA's non-profits or internal social media accounts. Social media management services may include content creation, scheduling, monitoring and public engagement. The City reserves the right to request that posts be removed or created at the discretion of the City. At all times, social media posts and engagement will refrain from any social justice or political related topics. All social media posts must remain with the purpose and scope of the history of, visiting of, and promotion of, the City of Palmer.

C. Brand Protection:

1. The parties agree that the City retains full ownership and control of the brand of the City of Palmer, the City of Palmer Seal or Logo and the slogan "Alaska at its Best."
  2. In the event the City updates their social media guidelines, they will provide a written updated policy to the PMHA. The PMHA shall actively protect and promote the City's brand identity, image, and reputation across social media platforms. This includes adhering to the City's brand guidelines, tone of voice, and style, as well as promptly addressing any negative or damaging content that may arise. The PMHA shall exercise due diligence in monitoring and moderating user-generated content, ensuring it aligns with the City's brand values.
- D. Parties agree that the process to determine and document any ownership of items donated or acquired by the PMHA will be determined by the mutually agreed upon Palmer Museum's Collections Policy and Procedure.

**11. Representations and Warranties:**

*Each party represents and warrants to the other party that:*

- A. It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of the State of Alaska.
- B. It has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder.
- C. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;
- D. When executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

*PMHA's Representation and Warranty, and Manner of Performance.*

- A. PMHA hereby represents and warrants to the City, and the City relies upon said representations and warranties, that PMHA is a professional in the subject area in which services are to be provided and the PMHA has the experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
- B. PMHA accepts the relationship of trust and confidence between the PMHA and the City. PMHA covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

**12. Termination:**

- A. Termination for Cause. If, through any cause, either party shall fail to fulfill in a timely and proper manner the obligations under this Agreement OR if the failing party shall violate any of the covenants, agreements, or stipulations of this Agreement, then the other party shall have the right to terminate this Agreement by giving written notice of

at least ten (10) business days before the effective date of such termination. PMHA shall receive payment up to the date of termination.

- B. Termination Without Cause. The City at its sole discretion may terminate this agreement in whole or in part at any time without cause by providing at least thirty (30) days prior written notice to the other party. The PMHA shall be entitled to receive the remainder of the pro-rated annual equivalent of 6 months of annual payment from termination date.
- C. Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, PMHA shall within 10 working days deliver to City all finished or unfinished documents, data, studies, surveys and reports or other material prepared by the PMHA under this Agreement.

**13. Modifications:**

The parties may mutually agree to modify the terms of the Agreement at any time. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

**14. Audits and Inspections:**

The City, after giving notice, may conduct on-going quality assurance in order to assure that the PMHA is providing quality and consistent museum curator services.

**15. PMHA's Requirement to Pay City Tax Obligations:**

The PMHA has an obligation to the City to keep their taxes current. Any violation of lack of payment of tax, assessment, lease, sale or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall cause the PMHA to not be awarded this Agreement or if already awarded, this Agreement may be terminated for cause. The PMHA has ten (10) calendar days from receipt of written notice sent by the City to cure delinquency. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the PMHA.

**16. Eminent Domain:**

If the entire premises shall be taken by condemnation by any governmental authority or conveyed in lieu of condemnation, or if a portion of the premises shall be so taken or conveyed so as to render the premises untenable for the purposes of this Agreement, this Agreement shall terminate as of the date possession shall be required by said governmental authority, and the parties shall be released from all further liability hereunder. If only a portion of the premises shall be so taken or conveyed and the remainder of the premises is not thereby rendered untenable for the purposes of this Agreement, CITY shall, at its expense, restore the premises, and this Agreement shall continue in force, otherwise unaffected. The entire award or compensation on account of such condemnation or conveyance shall belong and shall be paid to CITY without deduction therefrom for any estate vested in PMHA, and PMHA shall receive no part of any such award or compensation except any portion of the award or compensation



made specifically for PMHA's trade fixtures and equipment, provided that said portion shall in no way decrease the amount of award or compensation which would otherwise be payable to CITY. The value of such improvements shall be negotiated and agreed upon between PMHA and CITY. The date of the taking for purposes hereof shall be the date PMHA is required to relinquish possession.

Provided however that notwithstanding anything to the contrary herein, CITY shall pay to PMHA, from the condemnation payment or award, a sum representing the "agreed value" of PMHA's approved improvements to the VIC.

**17. Indemnification and Hold Harmless Agreement:**

PMHA shall defend, indemnify, and hold harmless City and its officers, directors, employees, agents, successors, and permitted from and against all Losses arising out of or resulting from any third-party claim, suit, action, or proceeding including attorney fees, arising out of or resulting from: (1) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of PMHA or PMHA Personnel; and (2) PMHA's breach of any representation, warranty, or obligation of PMHA set forth in this Agreement.

**18. Insurance Requirements:**

During the Term of this agreement, PMHA will procure and maintain, at its sole cost, at least the following types and amounts of insurance coverage.

A. Minimum Limits of Insurance.

PMHA shall maintain limits no less than:

1. Commercial General Liability Insurance: (Form CG0001) 4/13 or equivalent
  - \$1,000,000 Combined Single limit of liability per occurrence.
  - \$1,000,000 Personal/Advertising Injury Limit of Liability per occurrence
  - \$1,000,000 Participant Legal Liability
  - \$2,000,000 Annual General Aggregate Limit of Liability
  - \$2,000,000 Annual Products/Completed Operations Aggregate limit of liability
  - \$100,000 Fire Damage Limit of Liability any one fire
  - \$5,000 Medical Payment Limit of any one person
  
2. Workers' Compensation and Employers Liability:
  - Workers' Compensation shall be statutory as required by the State of Alaska.
  - Employer's liability shall be endorsed to the following minimum limits:

Bodily Injury by Accident -	\$500,000 each accident
Bodily Injury by Disease -	\$500,000 each employee
Bodily Injury by Disease -	\$500,000 policy limit

B. Verification of Coverage

PMHA shall furnish the City with certificates of insurance and with certified copies of all endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to

the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

C. Lapse in Coverage.

A lapse in insurance coverage is a material breach of this Agreement, which shall result in immediate termination of the Agreement.

**19. Force Majeure:**

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

**20. Miscellaneous Provisions:**

- A. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court of the Third Judicial District of the State of Alaska in Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.
- B. Dispute Resolution: Prior to litigation, the parties shall first attempt in good faith to settle by mediation any dispute arising out of or relating to this Agreement or its breach. Each party may suggest a neutral mediator, should the parties not agree upon a mediator than the Mediation will be conducted by a retired Alaska Court Judge who provides mediation services. If the mediation is unsuccessful, only then may the parties resort to arbitration or litigation in the Third Judicial District Court located in Palmer, Alaska.
- C. Non-Waiver. The failure of the either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of either party thereafter to enforce each and every protection hereof.
- D. Permits, Laws and Taxes. The PMHA shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the PMHA under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The PMHA shall pay all taxes pertaining to its performance under this Agreement.
- E. Relationship of the Parties. The PMHA shall fulfill its obligations hereunder as an independent contractor of the City. PMHA is associated with the City only for the

purposes and to the extent specified in this Agreement, and in respect to performance of the contracted professional services pursuant to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of the PMHA or any other party.

F. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

G. Notice. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered, or certified mail to the following address:

City: City of Palmer  
Community Development Dept.  
645 E. Cope Industrial Way  
Palmer, AK 99645

PMHA: The Palmer Museum of History and Art  
Attn: The Palmer Museum of History and Art  
723 S. Valley Way  
Palmer, AK 99645

H. Entire Agreement. This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

I. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

J. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

K. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement.

**City of Palmer**

**Palmer Museum of History and Art**

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John Moosey, City Manager

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Executive Director, PMHA

## Exhibit A: Payment Schedule

### Year 1

At signing	\$26,200
April 1, 2024	\$13,000
June 1, 2024	\$8,000
October 1, 2024	<u>\$8,200</u>
TOTAL	\$55,400

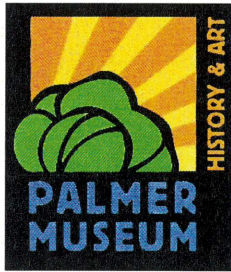
### Year 2

At signing	\$27,585
April 1, 2025	\$13,000
June 1, 2025	\$8,000
October 1, 2025	<u>\$8,200</u>
TOTAL	\$56,785

### Year 3

At signing	\$27,585
April 1, 2026	\$13,000
June 1, 2026	\$8,000
October 1, 2026	<u>\$9,600</u>
TOTAL	\$58,205





# The Palmer Museum of History & Art

## *Collections Policy*

7-29-2021

### I. INTRODUCTION

The **Palmer Museum of History and Art** (hereafter referred to as the Museum or PMHA) is a membership-based museum organization incorporated in 2005 as a private, 501(c)3 not-for-profit corporation. The Museum operates as an independent contractor for the City of Palmer and has been entrusted with the care of the City of Palmer's artifacts. The Museum collects, researches, documents, and preserves objects, art, and archival material relating to the culture and history of the Greater Palmer region.

#### *Our Mission*

**Our work inspires, enriches, and cultivates our community's connection the unique history, culture, and art of the Greater Palmer Area.**

#### *Our Vision*

We look forward to becoming the region's leading resource for local history and art information while continuing to develop and expand museum products, services, and programs to better serve visitors and community members alike. We envision a place in which various sectors work together to create lasting, supportive relationships that contribute to a more vibrant and culturally rich town for all.

#### *Our Core Values*

- *Responsibility*: Act in a manner that best serves our community and secures our assets for generations to come through responsible fiscal management, collections stewardship, ethical standards, and legal accountability.
- *Public Focus*: Best serve the public interest by meeting the needs and expectations of the community through museum services, products, and programs, in order to engender support, respect, and appreciation for the organization.
- *Pride and Leadership*: Become a leading model in fostering an appreciation for the region's history and culture along with the growth and development of the community as a whole.
- *Accessibility*: Provide adequate facilities to accommodate the programs and services of the Museum for all people, regardless of their age, sex, ethnicity, or abilities, to enjoy.
- *Excellence and Professionalism*: Maintain a competent and well-trained staff, so as to achieve the highest professional and aesthetic standards expected of a regional history museum.
- *Collaboration*: Foster collaboration between various sectors of the community in order to create and share a distinctive Palmer identity.

#### *Our Goals*

- Actively expand and maintain collections of objects and information that support fulfillment of the Museum's Mission.
- Provide stewardship of collections in our care through appropriate security, protection, conservation and preservation.
- Foster collaborative relationships with local educational institutions to create various educational programs that support current curricula consistent with the Museum's mission, and aid in building awareness and involvement with local youth.
- Partner with related organizations to identify areas of mutual interest, and, together, pursue common goals while building a foundation of alliance and support.
- Achieve financial support sufficient to allow the organization to build and maintain robust collections, programs and public involvement in support of the Museum's mission.
- Engender public support through increased awareness, broad community involvement, board development, expanded membership and increased volunteer participation.

## II. AUTHORITY

### **Board of Directors**

The Museum is governed by a nine-member Board of Directors. As the policy-setting body for the Museum, the board represents the final authority in all operations of the Museum. This authority includes responsibility for acquisitions, maintenance and deaccessions of objects in the Museum's care. The Board delegates responsibility for these functions to the Collections Committee as specified in this policy.

It is the duty of every Museum board and staff member to be familiar with this policy and uphold its tenets. The Museum entrusts the day-to-day care of collections to the Museum's Executive Director and any other staff members hired to provide services related to the collections.

The Board of Directors grants the Executive Director the authority to interpret all sections of the policy, develop procedures accordingly, and seek the advice and consent of the Board of Directors when circumstances so warrant.

## **Collections Policy, Direction and Guidance**

This policy establishes direction and guidance for the general management of the City of Palmer's historical and art collections, and the Museum's art and education collections. It specifies responsibilities of the Museum's Board of Directors, Executive Director and staff in carrying out the policies set forth.

### **Ethical Conduct**

In regard to all actions taken concerning the collections under the care of the Museum, the Board of Directors, Collections Committee, and Museum staff shall abide by the PMHA Code of Ethics and the Ethical Standards accepted by the American Association of Museums and by the City of Palmer.

### **Role of the Museum Staff**

The Executive Director and designated Museum Staff, are responsible for all aspects of management, care and use of the collections, including acquisition, recommendation for accession and deaccession, preservation, interpretation, approval for exhibition and loans, access, research, and publication.

### **Museum Collections Committee**

The Museum Collections Committee advises the Executive Director in many facets of collections management and is responsible for determining the contents of the Museum's permanent collections.

#### **Committee Responsibilities**

The Committee:

- reviews, evaluates, accepts for accessioning, sets aside for further research or rejects all potential acquisitions based on the direction and guidance established in this policy; and
- reviews and approves any deaccessions from the Museum's permanent collections in accordance with direction and guidance set forth in this policy; and
- periodically reviews the state of the collection and may advise the Board of Directors on collections policy

#### **Committee Membership**

- The Museum Collections Committee shall be composed of five members: the Executive Director, who serves as Chairperson; the Collections Manager; the PMHA Board President (or other Director at the Board's discretion), one member from the PMHA Association at large appointed by the PMHA Board President, and the City of Palmer City Manager (or an appointed representative from City of Palmer).

#### **Committee Function**

- A quorum shall consist of at least the Executive Director and three others
- Each member shall have one vote in any action of the Collections Committee.
- The Committee shall meet at least quarterly, or more often as the need arises at the discretion of the Executive Director.

#### **Committee Reporting Responsibilities**

- At regularly scheduled Board meetings the Executive Director will report to the Board of Directors a summary of Committee activity and significant actions taken by the Committee.
- A biannual summary of significant Collections Committee actions will be provided to the City of Palmer.

### **III. SCOPE OF COLLECTIONS**

The Palmer Museum of History and Art shall collect only objects and information that are consistent with the direction and guidance provided below:

#### **Definition of Terms:**



- **The Museum**—As used here, this term refers to the non-profit organization, **Palmer Museum of History & Art**, which manages the Palmer Visitor Center facility and the collections under its care.
- **Region of Interest**—The Museum's primary focus for collecting objects and information is on the City of Palmer and its immediate surroundings. ("Immediate surroundings" are generally defined as the area bounded by the Matanuska River on the east and southeast, Palmer Fishhook Road on the north, Outer Springer Road on the south, and generally from the intersection of Outer Springer Road and Glenn Highway northwest to Campbell Road).
  - The Museum's secondary focus is on the eastern end of the Matanuska Valley having a strong association with Palmer, generally including areas of The Butte, Matanuska, the Experiment Farm, 4-Corners, Hatcher Pass, and Chickaloon.
  - It is understood that the areas described above do not have hard and fast boundaries, as human activities and influences often ebbed and flowed across the region. These areas are described only to aid in consideration of direct influence or importance to the Palmer area.
- **Archival Items**—These include records and documents such as photographic images, illustrations, maps, journals, and logs. As used here, these objects are ones of a historically significant nature.
- **Library Items**—These include published books, magazines, newspapers and published manuscripts.
- **Collection**—This term is used in a variety of ways in reference to objects held by the Museum:
  - Museum Collection**—usually refers to the total accumulation of City-owned objects and information held by the Museum in support of the Museum's mission. It also includes objects and information held by the non-profit Museum independent of the City.
  - Art Collections**—The Museum manages two art collections: The City collection includes art given to, or otherwise acquired by the City of Palmer. The Museum collection includes art purchased by the Museum. Both collections are considered to be part of the permanent collection although ownership of the Museum collection remains with the Museum.
  - Permanent Collection**—includes items of both historical value and art objects held by the Museum that have been identified by the Collections Committee for accession and permanent ownership by the City. It also includes art objects owned by the Museum. Such items are held in the public trust for exhibit, research, public education and enjoyment by present and future generations and are required to receive the highest degree of care, documentation, protection and preservation.
  - Education Collection**—includes objects and information owned and held by the Museum specifically in support of the Museum's *Education Program*. Such items are not part of the City collection, nor part of the Permanent Collection. Inclusion of items in the collection is determined by the Executive Director.
  - Individual or Personal Collections**—are groups of objects identified as given to the City by an individual or individuals, which may be held more or less together and identified as a unit in order to emphasize their origin, honor the benefactor, or to benefit cataloguing or storage.
- **Education Program**—The Museum's education program supports the Museum's efforts to make the collections relevant to the public in order to foster appreciation and understanding of the region's

human history and creative endeavors. The Historical, Art, and Education Collections are integral to the support of the Education Program. The program is passively supported by displaying elements of the *Permanent Collection* and actively supported by objects and information which may be specifically acquired by the Museum for educational purposes. Such specifically acquired materials are not normally considered part of the Museum's *Permanent Collection* as their use in educational endeavors may physically deteriorate or exhaust them. However, some objects in this collection may be listed in the Past Perfect catalog data base for inventory or tracking purposes and identified as *Education Collection* material.

- **PMHA**—This is the abbreviation for “Palmer Museum of History & Art”, a non-profit organization.
- **Gift**—As used here the term refers to objects or information given to the Museum to be added to the City's Permanent Collection or to the Museum's Education Collection, unless specifically otherwise indicated by the giver.
- **Donation**—As used here the term refers to money, volunteer labor or objects given to the Museum for any purpose other than to be added to the Permanent Collection or Education Collection.

### **Collection Goals:**

The goals for forming the Collections are established to support and fulfill the ***Mission*** of the Museum, and are described below:

- **Historical Collection**—To acquire, preserve, protect and interpret objects and information which best illustrate a comprehensive understanding of the history of the people and cultural events of the Museum's *Region of Interest*. Natural history objects and information will be collected only to the extent that they illuminate understanding of the cultural history. Objects and information acquired and held under this goal become part of the City's *Permanent Collection*.
- **Art Collection**—Goals for both the City and Museum art collections are to acquire, preserve, protect and interpret a comprehensive body of art works comprised of a wide range of media with content reflecting the Museum's *Region of Interest* and its people, or works by artists identified as having strong personal connection to the Museum's *Region of Interest*. Art collected for both collections shall be two or three dimensional works and will not include ephemeral art such as performance, dance, voice, music, poetry and the like. Art objects in both collections are intended to become part of the *Permanent Collection*.
- **Education Collection**—To acquire objects and information in support of the Museum's Education Program to teach, to foster understanding, and to experience elements of the History and the Art of the *Region of Interest*.

### **Guidance:**

- Actions taken to assemble the permanent collection will be guided by the following:
  - The Museum will actively collect only objects and information having a strong connection to the *Region of Interest*.
  - The Museum will accept and passively collect items from other regions only if those items have a clear, valid connection to the *Region of Interest*.
- Objects and information to be placed in the Permanent Collection may include the following:
  - Representative and unique ethnographic objects from Native groups that lived or continue to live in the *Region of Interest*.

- Objects may be from any period, either fine ethnographic art or everyday objects that were made or used by Alaska Natives and have a clear historical association with the *Region of Interest*.
- Items, both three-dimensional and archival, of historic significance in the exploration, settlement, and development of the *Region of Interest* by European, American and other non-Native groups and in the contact and relationship between Native and non-Native Alaskans.
- Objects from other regions may be included if there is a relationship to the history and development of the *Region of Interest*.
- Archival material depicting the region and its people, including photographic images, maps, or other graphic materials with possible exhibition or research use.
- Manuscript collections are not actively sought but are accepted if they may aid research or be of use in exhibitions.
- Art works included in the collection should represent of a wide variety of media, subject matter and artists. Objectives for media to be included and artists to be represented in the collection should reflect the wide range of materials and techniques used, and include artists both past and contemporary.
- Art objects selected for the collection should be the best examples of works that reflect or represent the local area or works being produced by local artists, rather than by a comparative judgement of quality with works from elsewhere.
- Some works of art created in an earlier age may qualify for inclusion in either the *Art Collection* or the *Historical Collection* and may be so directed at the discretion of the *Collections Committee*
- Collection of natural history material is appropriate when it's useful in promoting understanding of the cultural history of the area. The relationship between the natural history material and the cultural history should be explicitly justified and documented before its inclusion in the collection.

#### **IV. OBJECTS IN CUSTODY**

Potential gifts offered to the Museum will have a preliminary review by Museum staff to reject those which obviously will not be considered for acceptance. Such objects include living animals, obviously decomposing plant or animal matter, objects leaking liquids or shedding asbestos, or anything else that obviously appears to present an imminent danger to the Museum or staff. Such objects may also include those which staff clearly understands to be outside the scope of the Museum's collections policy. Gifts which have the potential to be found acceptable for consideration are taken into temporary custody at the discretion of the Executive Director.

The Museum accepts objects into temporary custody for the purposes of consideration for acquisition, for identification or temporary display. The Museum will not provide authentication or appraisals of any such items, nor will it accept items into temporary custody for those purposes. No employee shall identify or otherwise authenticate cultural artifacts under circumstances that could encourage or benefit the illegal, unethical, or irresponsible traffic in such materials or when there is reason to believe such identification will be used primarily for commercial purposes. Identification may be given for scientific or educational purposes or in compliance with the legitimate requests of tribal organizations, governmental bodies, or their agents.

When objects are accepted into temporary custody, a “*Temporary Custody/Deed of Gift*” form is executed. As a minimum, the following information is to be legibly recorded on the form:

- Name and contact information of the person offering the gift
- Declaration that the person offering the gift owns it and can legally give it
- Declaration of intent of the offer—if it is an unconditional transfer then the “Deed of Gift” box is checked. If it is for consideration by the Museum but the owner wants it back if the Museum decides it doesn’t want it, then the “Temporary Custody” box is checked.
- Name of the offered gift and a short description.
- As much background information as possible about the object’s ownership, use, relationship to Palmer or local residents, etc.

When the form is completed, it must be reviewed with the owner to ensure complete understanding of the agreement. Then the owner must sign the form, and it is to also be dated and signed for the Museum by either the Executive Director, Collections Manager, or the senior staff person available at the time.

After the form is signed by both parties, a copy is made for the person offering the gift. The original form is attached to the object and the object is transmitted to the Collections Manager. The original “Temporary Custody” form will be placed in the file and a copy will remain with the object until the *Collections Committee* decides its disposition. If the object is accessioned, information from the “Temporary Custody” form will be recorded in the PastPerfect database.

The *Collections Committee* shall evaluate all items offered for acquisition and potential addition to the *Permanent Collection* and decide their disposition in one of the following ways: accession into the *Permanent Collection*; convey to the Executive Director for possible inclusion into the *Education Collection*; defer a decision pending further staff evaluation; return to the owner; or disposal by the Executive Director.

Objects left in Temporary Custody for acquisition consideration must be reviewed by the Collections Committee within one hundred and eighty (180) days of the time of receipt.

If, when a person offers objects to the Museum and indicates on the “Temporary Custody” form that they wish to have the objects returned to them if rejected by the Museum, that person will be contacted following the *Collections Committee’s* acceptance decision is made. If the offer is accepted, a “Deed of Gift” form will be sent to the owner to be signed by him or her and returned to the Museum. If the gift is rejected by the Museum, the owner will be so notified and instructed to retrieve their property within 60 days. Items unclaimed after the appointed time will become the property of the Museum.

## **V. ACQUISITION and DOCUMENTATION**

The Museum may acquire objects for its collections by gift, bequest, purchase, transfer, or exchange, provided that full ownership and title to all objects can be transferred to the Museum or City as appropriate.

The Collections Committee has the authority and responsibility to assess potential acquisitions and approve acquisitions for the Permanent Collection. When a potential gift is offered to the Museum, it may be accepted into temporary or permanent custody, at the discretion of the Executive Director. The Museum will execute and maintain a “Temporary Custody/Deed of Gift” form to document the acceptance of the gift as discussed in section IV above.

### **Direction and Guidance for Accepting Material for the Permanent Collection**

The Collections Committee will consider direction and guidance outlined below, and using such evaluation techniques as the *Committee* may adopt in determining which material will be added to the *Permanent Collection*.

- Items must be appropriate to the Museum's Mission and must be considered to be within the Scope of Collections.
- The item's provenance is satisfactory.
- The object is determined to be in appropriate, museum-quality condition (i.e. not hazardous, extremely deteriorated, actively infested, etc.)
- Clear title can be obtained and retained by the Museum.
- All costs associated with acceptance are known and considered within reason, i.e. rental of storage space, immediate conservation needs, special storage, etc.
- The item is deemed potentially useful for exhibition, research or educational purposes.
- The Museum can properly care for and store the object.
- Objects that duplicate current holdings of the Permanent Collection will not be accepted unless they are of exceptional quality and/or historic value, or are appropriate for inclusion in the Educational Collection.
- The Museum will not acquire antiquities in violation of the UNESCO *Convention of Means of Prohibiting and Preventing the Illicit Import, Export, and Transfer of Ownership and Cultural Property* (1970).
- The Museum will not acquire any items that might reasonably be considered for repatriation under the Native American Grave Protection Repatriation Act (NAGPRA).
- The Museum will not acquire any items that violate any law, treaty, or regulation.
- The Museum will not acquire unscientifically, illegally, or unethically excavated archaeological materials, nor unethically or illegally obtained historical materials.

#### **Historical Collection—**

- Items in this collection shall contribute to a comprehensive understanding of the human history of the *Region of Interest*, from the earliest human habitation to the present.
- Objects and information included shall have a documented relationship to the human history of the region or provide information and understanding of former ways of life, personalities, or events which are part of the region's history.
- Factual documents, first-person accounts, oral histories and similar information pertaining to people and past events of the *Region of Interest* will be actively collected.
- The Museum will acquire representative and unique ethnographic objects and information related to Native history and culture of the *Region of Interest*. Such objects made or used by Alaska Natives may be from any period and may be solely decorative or utilitarian in nature.
- The Museum will acquire both three-dimensional and archival items of historic significance regarding the exploration, settlement and development of the *Region of Interest* by European, American and other non-Native groups, and in regard to the contact and relationship between non-Natives and Alaskan Natives of the area.

- When acquiring historical archival material, including photographs, the Museum shall make every reasonable effort to obtain all copyrights, publication rights, reproduction rights, and use rights to the works.

#### **Art Collection—**

- The Museum shall develop a comprehensive statement of objectives refining the collection Goal, and providing additional guidance concerning the scope and content intended for this collection in order to guide collection management decisions. Such guidance will likely include consideration of collection content such as media represented, art type, time periods, particular artists desired for inclusion, historical significance, and reflection of art characteristic and development of the *Region of Interest*.
- Additions to the *Art Collection* shall be guided by how the work would complement the stated collection objectives.
- The Museum will not acquire art requiring special handling, storage or other critical accommodation which the Museum is unable to provide.
- When acquiring art, the Museum shall make every reasonable effort to obtain all copyrights, publication rights, reproduction rights, and use rights to the works.

#### **Direction and Guidance for Managing the Education Collection**

- The Museum's *Education Program*, as defined by the Board of Directors, identifies the goal for allocating the Museum's education efforts and resources in support of our Mission. Managing the collection of objects and information in support of that goal is the responsibility of the Executive Director.
- The Executive Director may acquire, from any source, material necessary to meet education objectives, projects and activities in support of the education program goals, including reproductions of period objects useful for educational or interpretive purposes, and place such material in the *Education Collection*.
- The collection may include certain Natural History items deemed useful to the program. Such items as furs or other animal parts, taxidermy mounts, plants and other organic matter, chemicals and other potentially harmful materials require special management. The ability of the Museum to adequately store and manage such items must be assured before their acquisition.
- The *Collections Committee* may, from time to time, identify items more appropriate and useful to the *Education Collection* than the *Permanent Collection*, and therefore decide to forego accessioning in favor of making them available for education purposes.
- Accessioned material from the *Permanent Collection* may, from time to time, be used for display for education projects and activities, provided that necessary protection requirements are ensured.

#### **Direction and Guidance on Purchase of items for the Collections**

- The purchase price of the object must be determined to be fair.
- Funds must be available to cover the cost of the purchase, transportation, documentation, conservation, and storage of the object.
- The purchase price must be relative to the importance of the object to the collection.

- The Museum will consider the possibility that a comparable object might be obtained through gift or bequest.
- The relationship between the Museum and the owner should not constitute a conflict of interest.

**Direction and Guidance on Gifts and Bequests**

- The Museum reserves the right to determine which materials may be placed in the *Permanent Collection* or in the *Education Collection* and is not obligated to display gifted items.
- The Museum may deaccession or dispose of gifts as necessary and appropriate following applicable procedures.
- All gifts and donations to the Museum are tax deductible within the provision of the law.
- Museum employees and representatives shall not provide appraisals for any gifts. Individuals who require appraisals for tax purposes are advised to contact a disinterested third party appraiser and to review applicable tax law.

**Direction and Guidance on Transfers and Exchanges**

The Museum may accept transfers or exchanges of material from other Museums if the incoming material meets all acquisition requirements and the outgoing materials meet the criteria for deaccession. Material offered by the Museum for exchange must either be deaccessioned, following the Deaccession guidelines established by this policy, or never have been accessioned into the Permanent Collection prior to exchange.

**Direction and Guidance on Documentation**

The Executive Director is responsible for establishing procedures and professional standards for documentation as necessary. The process of documenting acquisition of items for the Museum's collections will consist of the following steps:

- Proof or Declaration of Ownership: When a gift is accepted by the Museum, the person giving the gift is required to sign a Deed of Gift (in some cases the Temporary Custody form will serve as the Deed of Gift), which transfers full ownership of the object to the City of Palmer. For artifacts purchased by the Museum for the collection, a receipt, invoice, or bill of sale must be obtained. All documents that transfer ownership must state that the owner has clear title to the object(s) and has the right to sell, or otherwise dispose of the object(s).
- Acknowledgement: For each gift, a formal acknowledgement (Thank You Letter) is sent to the person giving the gift by the Executive Director, accompanied by the Deed of Gift form if this form has not been previously executed.
- Accession: An accession record will be created in PastPerfect for each object or group of objects accessioned into the collection. Each accessioned object or group will receive a unique accession number.
- Cataloging: A catalog record will be created in PastPerfect for each object within each accession record and each object will receive a unique catalog number which will be permanently affixed to the object.

**VI. DEACCESSION AND DISPOSAL**

**Direction and Guidance on Deaccessioning**

Deaccessioning is the process of removing an object from the *Permanent Collection*. The decision to deaccession an object must be made with great care. The Executive Director has a fiduciary responsibility to protect and preserve the collections in the Museum's care, and deaccessioning should only occur following deliberation by the staff and the Museum Collections Committee.

Deaccessioning should be done for the purpose of advancing the quality and preservation of collections. Although the Museum recognizes that its collections are a permanent public trust, it may best serve the public interest to remove certain materials from its collection when they are no longer reflective of the Museum's purpose, mission, or scope of collections or pose a threat to other objects in the collection, Museum staff, or the facility. The Museum will follow applicable ethical and legal codes pertaining to the process, including American Association of Museum's *Code of Ethics for Museums*

#### Criteria for Deaccession

The following criteria must be met for items to be deaccessioned from the *Permanent Collection*.

- The City of Palmer has unconditional ownership and title of the object in question.
- The object(s) must have been in the collection for a minimum of two (2) years (except those objects repatriated).

#### Reasons for Deaccession

If an object meets the criteria above, it may be deaccessioned when one or more of the following conditions exists.

- Duplication: The object is of lesser quality of historic or artistic relevance than similar objects in the permanent collection.
- Irrelevance: The object does not contribute to fulfilling the Museum's mission or conform to the collections policy.
- Condition: The object is of poor condition – deteriorated, broken, etc. – and determined to be beyond repair.
- Authenticity: The object has been determined to be a fake or forgery, making it no longer appropriate to the Museum's mission and scope.
- Ability to Preserve: The museum does not have the ability to properly care for, protect, and preserve the object.
- Documentation: The object's documentation has been determined to be inaccurate or fraudulent, making it no longer appropriate to the museum's mission and scope.
- Quality: The object is not of appropriate quality or significance for collection exhibit, research or education purposes.
- Hazardous Material: An object has become dangerous because of damage, deterioration or chemical composition that could cause a threat to human health and safety, damage to other objects in the collection, fire, explosion, or other conditions of a destructive nature.
- Repatriation: An object is subject to repatriation under NAGPRA or other applicable International, Federal, or State Laws or treaties.

#### Deaccession Decisions and Approvals



All deaccessions must be approved by the Collections Committee based on the direction established in this policy. After approval by the Committee, the Executive Director and City Manager or his/her designee must then approve all deaccessions. Final authority for approving deaccession rests with the City Manager.

A "Deaccession Worksheet" will be completed for each potential deaccession. This worksheet will include the object's ID number, a description of the object, justification for deaccession, and approval blocks for the Executive Director and the City Manager. All objects deaccessioned shall be recorded as such in PastPerfect.

### **Direction and Guidance on Disposal**

#### **Acceptable Methods of Disposal of Deaccessioned Items**

- Return to the person who made the gift to the Museum.
- Transfer to the Education Collection if appropriate.
- Transfer or exchange to another museum.
- Transfer to another educational institution, such as a library or school.
- Use for non-collection related Museum management functions if appropriate.
- Sell, with approval of the Collections Committee and at the discretion of the Executive Director. Any proceeds from the sale of items shall be used to benefit the Museum's collections.
- Give to a non-profit charitable organization.
- Destroy, if appropriate for severely deteriorated objects or specimens, fakes, forgeries, or hazardous material.

#### **Unacceptable Methods of Disposal of Deaccessioned Items**

- No city staff member or member of his or her immediate family may purchase an item they know to have been deaccessioned from the museum.
- No item shall be transferred to any Museum staff member or Museum Director.
- Deaccessioned items shall not be sold in the museum store.

#### **Disposal of Non-Accessioned Items**

Items in the care of the Museum that the *Collections Committee* determines will not to be accessioned into the *Permanent Collection* shall be disposed of in accordance with the acceptable methods of disposal outlined above.

## **VII. REPATRIATION**

### **Direction and Guidance on Repatriation**

On a case-by-case basis, the Museum will seek the advice of, and negotiate with, concerned parties regarding identification, care, and repatriation of culturally sensitive materials. Repatriation negotiations regarding the disposition of culturally sensitive materials may result in one of the following decisions:

- Retention of objects by the Museum with no restriction on their use, care, or exhibition.
- Retention of objects by the Museum with restrictions on their use, care, or exhibition.

- Temporary or long-term loan of Museum objects to concerned parties for use in their community.
- Repatriation of objects, which will be deaccessioned from the Museum's collection following established policies and procedures.

## VIII. LOANS

### *Direction and Guidance on Incoming Loans*

Incoming loans for use in temporary exhibitions, research purposes, or educational programs will be accepted, upon approval from the Executive Director, under the following conditions:

- Items borrowed will be initially accepted for a period of no more than one (1) year. Extension of the loan may be negotiated by the Executive Director for the period of time it is useful to the Museum.
- The Museum will not accept "permanent loans" or loans for the purpose of holding items in storage.

Incoming loans must be accompanied by a loan agreement that specifies the following:

- Description of the item or items being accepted by the Museum
- Description of the physical condition of the item or items
- Length of time of the loan
- Stipulations regarding cancellation of the loan prior to the agreed term
- Agreement regarding copying or photographing the item or items
- Any conditions, restrictions or instructions imposed by the lender, or any special handling agreements
- Identification of who is authorized to re-take possession of the items when the loan ends or any other time, and what restrictions or requirements may apply to the return
- Signature and date blocks for the lender and the Museum Director for the occasion of both the acceptance and return of the loaned items

The loan agreement will be signed and dated by the Executive Director and the lender. A copy of the signed agreement shall be kept on file at the Museum and a copy provided to the lender.

All items loaned to the Museum shall be handled with the same professional care given to items in the Museum's permanent collection. The Museum will not attempt to clean, repair, restore, or otherwise alter any materials which it accepts on loan, unless the lender authorizes such efforts in writing.

Unless the Museum is notified to the contrary in writing, it shall allow any and all materials on loan to be reproduced (photographed, photocopied, scanned, videotaped, etc.) by the general public and Museum staff for personal or non-profit purposes. Requests to take photographs for profit-making purposes of items held by the Museum on loan shall be allowed only if the photographer furnishes written permission to do so from the lender.

If the lender wishes to terminate the loan at any point during the agreed loan period, the lender must provide the Museum with written notice at least 30 days prior to termination. Longer notice periods for larger collections, or those on exhibit, may be specified in loan agreements.

The Museum shall not return a loaned item to anyone other than the person (or the legal representative of their estate) or organization from whom it was received without the lender's written authorization. The lender must present their copy of the Loan Agreement or proof of identification when retrieving objects.

In the event that a third party claims ownership to an article on loan to the Museum, the material in question will not be delivered to either party until clear ownership is established. The Museum may request a judicial settlement of ownership.

Failure of the lender to withdraw a loan within a reasonable time (6 months) after notification will cause the loaned object(s) to be stored at the lender's risk and expense and without insurance coverage.

When items held on loan by the Museum are returned to the lender, a form indicating receipt by the owner must be completed and filed at the Museum.

### **Direction and Guidance on Outgoing Loans**

Outgoing loans must be accompanied by a loan agreement that specifies the following:

- Identification of the person or entity being loaned to
- Description of the item or items being loaned by the Museum
- Description of the physical condition of the item or items
- Length of time of the loan
- Stipulations regarding cancellation of the loan prior to the agreed term
- Agreement regarding copying or photographing the item or items
- Any conditions, restrictions or instructions imposed by the Museum, or any special handling requirements
- Identification of who is authorized to re-take possession of the items when the loan ends or at any other time, and what restrictions or requirements may apply to the return
- Signature and date blocks for the borrower and the Museum Director for the occasion of both the lending and return of the loaned items

This loan agreement must be signed and dated by the Executive Director and the borrower. A signed copy of the agreement shall be kept on file at the Museum and a copy provided to the borrower.

The museum may loan objects from its Permanent Collection to other non-profit museums for display, research, and educational purposes. Items in the Education Collection may be loaned to a wider borrowing base. The Museum reserves the right to deny any and all requests for loans. All loans will be made at the discretion of the Museum's Executive Director. It is the responsibility of the Executive Director to assess the ability of the proposed borrower to provide appropriate care for the object(s), ensure security, and confirm that the borrower can meet the Museum's potential needs for access to the material. The borrower must agree to conditions outlined in the loan agreement. Only those materials for which the Museum can prove ownership may be loaned. All loans will be made in accordance with international, federal, state, and local regulations pertaining to the treatment of archaeological materials and materials from protected and endangered species.

Items from the Museum's collection will be loaned for short terms only, with the amount of time specified on the loan agreement. The Museum reserves the right to cancel the loan for good cause at any time and will make every effort to give the borrower reasonable notice.

Objects loaned by the Museum remain insured by the Museum's policy while in transit to and from the borrower's facility and while in the borrower's care. The Museum may require the borrower to arrange for valuations of the loaned material by a mutually agreed upon third party and provide additional insurance, as stipulated in the loan agreement.

Unless otherwise agreed, all costs of packing, transportation, customs, insurance, and other loan-related costs shall be borne by the borrower. In addition, the borrower shall bear the costs of repair of any damage to the objects loaned by the Museum and objects shall not be treated or altered in any way, unless written permission is given by the Museum.

Objects in the Education Collection may be loaned to individuals and organizations for appropriate uses at the discretion of the Executive Director. Such loans will normally be of relatively short term and will be accompanied by execution of an Outgoing Loan Agreement.

## **IX. UNCLAIMED OR UNDOCUMENTED PROPERTY**

**[Note: legal citations below may no longer be current at the time when the actions described are anticipated and must be reconfirmed at that time.]**

### **Direction and Guidance on Unclaimed Loans**

The Museum may take ownership of documented property loaned to the Museum after following the procedures in Alaska Statute Sec. 14.57.200. The following is a summary of procedures laid out in the statute:

- A minimum of seven (7) years have passed after the loan's expiration date and there has been no contact between the lender and the Museum; or the loan has no expiration date and a minimum of seven (7) years since the loan was made have passed without any contact between the Museum and the lender.
- The Museum must first send a notice by certified mail to the lender's last known address.
  - The notice shall contain a statement of termination, description of the property, contact information (name, telephone, and address) of the appropriate person to be contacted at the Museum for information regarding the property, the lender's name and contact information, and a statement of how the Museum will proceed in the process of acquiring the property if no contact is made.
  - Notice of *Intent to Terminate* a loan shall contain the following language: "The records of the Palmer Museum of History and Art of Palmer, AK, indicate you have property on loan to it. The Museum wishes to terminate the loan." OR "The period of the loan has expired. You must contact the Museum, establish your ownership of the property, and make arrangements to collect the property."
  - If the Museum does not have an address for the lender or contact is not made within thirty (30) days from the date the notice was mailed, the Museum shall publish notice at least once a week for four (4) consecutive weeks in a newspaper of general circulation in the Museum's judicial district and the district in which the lender was last known to reside.

- The notice shall contain the lender's name, the lender's last known address (if known), the date of the loan, the address and contact information of the appropriate person to be contacted at the Museum for information regarding the property, and a statement that if the lender does not claim the property within forty-five (45) days from the date of the last published notice, the property will become the property of the City of Palmer.
- After all of the above have been satisfied, the Museum may claim ownership to the property on the forty-sixth (46<sup>th</sup>) day after the last publication of notice if no claims of ownership have been made.

**Direction and Guidance on Undocumented Property**

The Museum may take ownership of undocumented property in its collection (those items for which ownership cannot be determined) after following the procedures in Alaska Statute Sec. 14.57.210 as of 2010. The following is a summary of procedures laid out in the statute:

- The Museum has documented proof that it has been in possession of the item for at least seven (7) years.
- If the item appears to be a Native artifact, the Museum will notify by mail all corporations, except nonprofit corporations, created under 43 U.S.C. 1601 et seq. (Alaska Native Claims Settlement Act) that the property appears to be a Native artifact. The written notice will request that the notified entity view and identify the property, and claim it if appropriate within one year of the written notice. The notice shall additionally specify that the Museum may take steps towards asserting ownership if no claim has been filed within the one year period.
- The Museum will publish a notice in a newspaper of general circulation in the Museum's judicial district, in accordance with Alaska Statutes, that includes a description of the property, the date of acquisition, contact information (name, telephone, and address) of the appropriate person to be contacted at the Museum for information regarding the property, the date of the last publication of notice, and a statement that the Museum will acquire ownership to the property if no claim is made within forty-five (45) days after the last notice is published.
- After all of the above have been satisfied, the Museum may claim ownership to the property on the forty-sixth (46<sup>th</sup>) day after the last publication of notice if no claims of ownership have been made.

**Reclamation**

Any property acquired under AS 14.57.200 or AS 14.57.210 is subject to reclamation under AS 14.57.200, which states that the lender or owner has two (2) years to bring legal action against the Museum to claim the property.

**X. DOCUMENTATION**

**Direction and Guidance on Documentation**

It is the duty of the Executive Director to develop and maintain records and files as are necessary and appropriate to control, record, track, and otherwise maintain the collections. These records shall include, but are not limited to: entry records, accession records, deed of gift forms, catalog records, image files, deaccession records, loan records, and condition reports. The PastPerfect system may be used to prepare and store such records.

Accessioned items shall be catalogued in the PastPerfect computer database. Transaction forms available in PastPerfect should be used if they serve our purpose, or custom forms may be developed at the discretion

of the Executive Director. Backup copies shall be made of the database, including digitized copies of executed custom forms, and stored in a secure off-site location.

## XI. COLLECTIONS CARE

### Direction and Guidance on Care of the Collections

Objects in the Museum's Permanent Collection are held in the public trust and, as such, the Museum will strive to attain high standards of collections care. It is the policy of the Museum that items will be exhibited, stored, and maintained in accordance with accepted professional standards to the degree possible consistent with staff, facility, and financial resources. The Executive Director has the authority and responsibility to develop procedures necessary to maintain the collection in the best possible condition and order. In addition, the Executive Director will develop plans as necessary to upgrade storage conditions.

- Storage: Items not on display or undergoing conservation will be kept in secure storage. Access to secure storage will be limited to permanent staff members. Visitors, volunteers, and temporary staff may access collections only under the supervision of a permanent staff member. Archival quality materials should be used for the storage of objects, whenever possible.
- Handling: Objects in the Museum's Permanent Collection should be handled only when necessary. Hands should be clean and gloves worn whenever practical.
- Display: Collection items will be made available for public viewing accompanied by appropriate interpretive information in exhibits at the discretion of the Executive Director.
- Collection Inventories & Assessments: The Executive Director will periodically assess the condition of objects within the collections, especially those appropriate for exhibition or loan purposes.
- Conservation Treatments: When objects require remedial treatment, such treatment should only be carried out by a recognized, professional conservator. All treatments must be approved by the Executive Director.
- Pest Control: Museum staff will monitor collections storage and exhibit areas for pest activity. Items entering the Museum will be inspected for pest infestation before acceptance into the collections. Storage and display areas will be cleaned regularly. Infested objects will be adequately treated, and, or isolated.
- Environmental Conditions: Temperature and relative humidity levels should be kept as stable as possible in both storage and exhibition areas. The Museum will strive to ensure that these levels remain within professionally accepted standards.
- Radiation: The Museum will strive to eliminate Ultraviolet (UV) light from storage and exhibition areas. Lights should be turned off when rooms holding collections are not in use.
- Culturally Sensitive/Sacred objects: If the Museum obtains ownership of culturally sensitive or sacred objects, it will work with the appropriate tribal or cultural representative to establish guidelines for the care of the objects.

Objects on loan to the Museum will be treated with the same level of care as those in the Museum's Permanent Collection. Because objects in the Education Collection are subject to more general wear and are typically intended for hands-on use, a standard of "reasonable care" is appropriate for such items.

## **XII. ACCESS AND USE**

### **Direction and Guidance on Education and Research Use:**

The Museum's collection is considered an educational resource. It is available to the public through exhibitions during regular Museum open hours and by appointment. The collection and the Museum's collection records are available for research by appointment, subject to the approval of the Executive Director. Visitors and researchers may access the collections storage area only under the supervision of Museum staff. Only staff members are authorized to remove items from storage.

### **Direction and Guidance on Commercial Use:**

Photographic duplication of objects, documents and photographs in the Museum's collection shall be allowed according to conditions and a fee schedule established by the Executive Director and approved by the Board of Directors. Upon approval of said conditions and fee schedule, the Executive Director will administer all commercial use requests. Applicable conditions and fees should be reviewed periodically by the Board.

## **XIII. COPYRIGHT/USE RIGHTS**

### **Direction and Guidance on Rights of Ownership and Use**

Copyrights to all materials owned by the City of Palmer are covered in accordance with current copyright law. Unless otherwise limited by negotiated agreement or copyright law, the Museum shall endeavor to obtain all rights to materials acquired by gift or purchase for the Permanent Collection.

## **XIV. RISK MANAGEMENT**

### **Direction and Guidance on Managing Risks to the Collections**

Museum staff members are responsible for assuring that all items in its care are reasonably protected against fire, theft, vandalism, natural disaster or other harm. Rooms in which objects are stored and/or exhibited must be locked during closed hours. In addition, the building housing the collections will be protected by an electronic security system.

The Executive Director will monitor potential risks to the collections under the Museum's care and develop mitigation strategies when a risk has been identified.

Any alteration in the level of security or the state of the collection's environment should be dealt with promptly. The Executive Director will develop and maintain an emergency preparedness plan that provides for the care of Museum personnel, property and the collections under its care in the event of a museum emergency. The plan will be reviewed and appropriate actions practiced by Museum staff annually and reviewed by the Board of Directors at least every five years to ensure preparedness.

## **XV. INSURANCE**

Unless objects are covered by a specific insurance policy, the City of Palmer liability for loss or damages will be subject to recovery if loss or damage occurs while in the custody of the Museum and/or the City of Palmer and the loss can be proved to be caused by negligence or wrongful act.

The City of Palmer's collections are insured on the premises of the Visitor Center building. Objects typically remain insured through the Museum while in transit and while in the custody of borrowers, as negotiated through loan agreements or contracts.

On request by a Lender, and approval by the City of Palmer, on a case-by-case basis, loaned objects will be insured by the City of Palmer under an all risk, wall-to-wall fine arts policy subject to standard exclusions. Insurance will be placed in the amount agreed to by the Lender and Executive Director. The amount of the value must not exceed \$5,000 unless approved by the City of Palmer. Lenders to the Museum are to be advised that the Museum can only afford to maintain limited insurance coverage and that the Lender may wish to purchase their own insurance. If the Lender elects to maintain his/her own insurance coverage, the Museum must be supplied with a certificate of insurance naming the Museum and the City of Palmer as additionally insured or waiving rights of subrogation. The Museum and the City of Palmer shall not be responsible for any error or deficiency in information furnished to the Lender's insurer for any lapses in coverage. In the case of long-term loans, the Lender is responsible for updating insurance valuations. The amount payable by an insurance policy is the sole recovery available to the Lender in the event of loss or damage.

Terms of insurance coverage of the art collection owned by the Palmer Museum of History & Art are as spelled out in such policy as may be in effect and agreed to by the Board of Directors.

## **XVI. VOLUNTEERS AND INTERNS**

Volunteers may be useful in managing aspects of the collections, including research, inventory, cataloging, exhibit preparation, etc. Volunteers work for the Museum without pay. Interns are often students enrolled in a college or other school classes for credit. Prospective volunteers and interns are encouraged to discuss the Museum's needs and possible work with the Executive Director and staff member who supervises the area of interest.

Volunteers and interns are recruited, selected, trained, supervised, evaluated, and dismissed when necessary by the Executive Director and Museum staff as appropriate. They shall work under appropriate staff supervision, especially in the more sensitive and secured situations. Requirements regarding applications, work schedules and record keeping are established and negotiated as appropriate by the Executive Director.

## **XVII. REVIEW OF THE POLICY**

Formal review of this Collections Policy shall take place at least once every five (5) years from the date of last review to ensure that it conforms to prevailing standards of museum management and that it reflects any significant change in personnel, physical conditions, policy direction or other important circumstances. Changes or amendments to this policy may be proposed at any time and shall be brought to the attention of the Museum Board of Directors by the Executive Director.



**XVIII. ENDORSEMENT**

Upon adoption by the Museum Board of Directors, this policy shall be signed and dated by the Board President and Executive Director, and reviewed and signed by the Palmer City Manager.

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PMHA Board President

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Date

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PMHA Executive Director

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Date

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Palmer City Manager

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Date

## APPENDIX

### DEFINITIONS:

(See also definitions under *Scope of Collections* above)

- Accessioning - formal process used to accept legally and to record a specimen or artifact as a collection item (Malaro, 1979); involves the creation of an immediate, brief and permanent record using a control number or unique identifier for these objects added to the collection from the same source at the same time, and for which the institution accepts custody, right, or title (Cato and Webb, 1993). Accessioning may be preceded by the Temporary Custody process when an object is temporarily deposited with the Museum for review, at which point it may be accepted or rejected.
- Acquisition – the process by which the Museum obtains legal ownership and title to an object or takes legal ownership in the name of the City of Palmer.
- Archives - non-current records of an organization or institution preserved because of their continuing value (Cato and Webb, 1993). They include institutional records (e.g., board minutes, administrative documents, financial records, departmental files, scientific field notes, manuscripts, illustrations, and photographs), records relating to collection objects, and acquired records (e.g., papers of individuals and organizations that relate to the Museum's mission).
- Artifact - human-made item, often manufactured or created from naturally-occurring materials and made for use in a cultural context (Cato and Webb, 1993).
- Cataloguing - creation of a full record in complete descriptive detail of information about a specimen or artifact, cross-referenced to other records and files; includes the process of identifying and documenting these objects in detail, and integrating them into the collections (Cato and Webb, 1993).
- Collecting - the process of sampling the natural and cultural world using a variety of techniques that are dependent on (1) the organism or material being obtained and (2) the intended use for the sample or the research methods likely to be applied (Cato and Webb, 1993).
- Collection - (1) a group of specimens or artifacts with like characteristics or a common base of association (e.g., geographic, donor, cultural); (2) an organizational unit within a larger institutional structure (e.g., a collection within a high school biology department) (Cato and Webb, 1993). Objects in the care of the Museum are defined as either in the Permanent or Education Collection. Permanent Collection items are accessioned objects, held in the public trust. Education collections are not viewed as a permanent resource of the Museum but as an expendable resource for educational use.
- Collections Care - the responsibility and function of an institution with collections that involves developing and implementing policies and procedures to protect the long-term integrity of specimens and artifacts, as well as their associated data and documentation for use in research, education, and exhibits (Cato and Webb, 1993).
- Collections Management - the responsibility and function of an institution that fosters the preservation, accessibility, and utility of its collections and associated data. The management process involves responsibilities for policy development and implementation, including: specimen acquisition, collection growth, and deaccessioning; planning and establishing collection priorities; obtaining, allocating, and managing resources; and coordinating collection processes with the needs of curation, preservation, and object use (Cato and Webb, 1993).

- Conservation - the application of science to the examination and treatment of museum objects and to the study of the environments in which they are placed (Duckworth et al., 1993). This involves activities such as preventive conservation, examination, documentation, treatment, research, and education (American Institute for Conservation, 1993).
- Cultural Collections - collections of human-made or human-used artifacts (e.g., archaeological, historic, ethnographic, artworks, photographic, etc.).
- Curation - process whereby specimens or artifacts are identified, organized, and researched according to discipline-specific criteria using the most recently available scientific literature and expertise; a primary objective of this process is to verify or add to the existing documentation for these objects, and to add to knowledge (Cato and Webb, 1993).
- Deaccession - formal process used to remove an object permanently from the collection (Malaro, 1979). Because deaccessioning can be a sensitive issue with certain types of collections, the mechanisms in place for decision-making must address legal constraints, ethical concerns, and professional standards. Deaccessions should occur only with careful review and written approval of the appropriate staff, collections review committee, director and/or board (Cato and Webb, 1993). Deaccessioning does not apply to those objects that were never accessioned.
- Deterioration - change in an object's physical or chemical state. "Damage", on the other hand, is the consequent loss of attributes or value: aesthetic, scientific, historic, symbolic, monetary, etc." (Michalski, 1992).
- Direction- policy decisions and statements reflecting required actions. Direction statements often include the terms "shall" or "must" in reference to the actions required.
- Documentation - supporting evidence, recorded in a permanent manner using a variety of media (paper, electronic, photographic, etc.), of the identification, condition, history, or scientific value of a specimen, artifact, or collection. This encompasses information that is inherent to the individual specimen and its associations in its natural environment as well as that which reflects processes and transactions affecting the specimen (e.g., pre-accessioning, accessioning, deaccessioning, cataloging, loaning, shipping, inventory control and tracking location of objects, preparation history of specimens, management of objects on exhibit, sampling, analysis, treatment, rights and reproductions, etc.). Documentation is an integral aspect of the use, management, and preservation of a specimen, artifact, or collection (Cato and Webb, 1993). Supporting documentation includes, but is not limited to, object catalogues and data files, archival and library materials, field records, maps, and exhibits.
- Guidance- policy statements providing suggested, recommended or allowed actions. Guidance statements often include the terms "will", "should" or "may" in reference to the actions considered.
- Maintenance - routine actions that support the goals of preservation of and access to the collection such as monitoring, general housekeeping, providing appropriate storage and exhibition conditions, and organizing a collection (Cato and Webb, 1993).
- Natural Science Collections - collections of nature-made specimens (e.g., paleontological, geological, biological).
- Objects - material, tangible items of any kind; an inclusive, non-specific term for specimens (nature-made) and artifacts (human-made).
- Policies and Procedures - policies are the working set of parameters that provide a framework for decision-making and desired action in a given situation. They must provide guidance for situations that

may not have occurred, thus they must be broad and inclusive enough to cover potential situations, but not so broad as to be useless. Procedures, by contrast, provide the mechanism and details needed to implement the policy. Collections policies and procedures must take into account professional standards and guidelines and mold them to the institutional setting, with a consideration of the institutional mission, objectives, and available resources (Cato and Williams, 1993). Approved, written collections policies and procedures provide judicious direction, continuity, and predictability for collections staff, the board, and the institution.

- Preparation - the procedures used in the field or in the institution to enhance the utility of an organism, object, or inorganic material for a specified use. The resulting specimen may represent only a portion of the original organism or material or may be otherwise altered from its original state. Procedures should be compatible with intended uses and conservation objectives, and should be documented (Cato and Webb, 1993).
- Preservation - those aspects of conservation that involve preventive measures, such as maintenance procedures and correcting adverse environmental conditions; with respect to natural science collections, preservation also includes treatments carried out to prepare specimens (Cato and Webb, 1993).
- Preventive conservation - actions taken to minimize or slow the rate of deterioration and to prevent damage to collections; includes activities such as risk assessment, development and implementation of guidelines for continuing use and care, appropriate environmental conditions for storage and exhibition, and proper procedures for handling, packing, transport, and use (Cato and Webb, 1993).
- Record - permanent paper document, photograph, and/or electronic file related to the registration of objects (transfer of title, provenance, accession, condition, location, usage history, loan, and deaccession) or documentation of objects
- Registration - (1) the process of assigning an immediate and permanent means of identifying a specimen or artifact for which the institution has permanently or temporarily assumed responsibility; one facet of documentation; (2) as an institutional function, includes the logical organization of documentation and maintaining access to that information (Cato and Webb, 1993).
- Specimen - an organism, part of an organism, or naturally-occurring material that has been collected, that may or may not have undergone some preparation treatment. It may exist in its original state, in an altered form, or some combination of the two. A specimen may be comprised of one element or many related pieces. It may be composed of one physical or chemical component or represent a composite of materials (Cato and Webb, 1993).
- Stabilization - treatment of an object or its environment in a manner intended to reduce the probability or rate of deterioration and probability of damage (Cato and Webb, 1993).
- Temporary Custody – An object is considered to be in Temporary Custody if it is left in the care of the Museum on a temporary basis, without transfer of ownership, for the purpose of consideration for acquisition or identification.
- Treatment - action taken, physically or chemically, to stabilize or make accessible a specimen or artifact; includes, for example, techniques such as preparation, cleaning, mending, supporting, pest eradication, and consolidation (Cato and Webb, 1993).

## RESOURCES

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