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**NORTH CAROLINA
ORANGE COUNTY**

PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into the ^{12th November} ~~12th of October~~, 1999 by and between the Town of Chapel Hill, A North Carolina Municipal Corporation, 306 North Columbia Street, Chapel Hill, North Carolina, 27516, hereinafter referred to as "Town" and THE CHAPEL HILL MUSEUM, a North Carolina nonprofit corporation, 523 East Franklin Street, Chapel Hill, North Carolina, 27514, hereinafter referred to as "Museum."

WITNESSETH

WHEREAS, the Chapel Hill Museum has undertaken to solicit, collect, preserve, display and interpret material culture significant to the history of Chapel Hill;

WHEREAS, the Chapel Hill Museum has been organized as a nonprofit corporation under the laws of North Carolina and as a tax exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended

WHEREAS, the Museum archives Town government materials and Town historical materials, and offers programs to residents of the Town that preserve the history and culture of the Town;

WHEREAS, the Town Council of the Town of Chapel Hill on 27 September 1995 adopted a resolution stating that the reuse of the building at 523 East Franklin Street as a future museum site is the preferred use of that public facility;

WHEREAS, the Town Council of the Town of Chapel Hill on October 11, 1999 adopted a resolution declaring that the Chapel Hill Museum is operating on behalf of the Town;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Town and Museum agree as follows:

DUTIES OF THE TOWN

The Town agrees to provide museum space in accordance with the lease as approved by the Town Council, and as it may be from time to time amended. The Town also agrees to provide technical assistance in review and final approval of any facilities changes.

The Town does not obligate itself and does not intend at any time to provide any other support, either financial or operational, to the Museum in this fiscal year or in succeeding years.

DUTIES OF THE MUSEUM

The Museum agrees to operate the 523 East Franklin Street facility in accordance with the lease as approved by the Town Council and in a manner that complies with applicable provisions of the Town Code and Development Ordinance. The Museum agrees to provide no less than 150 square feet of lockable archival storage for materials belonging to the Town.

The Museum shall hold the Town harmless against any claims or actions for damages, injury or death relating to or arising out of the use of the facility or acts of its employees or agents.

TERMINATION FOR CAUSE

In the event that the Museum shall cease to exist as an organization or shall enter bankruptcy proceedings, or be declared insolvent, or liquidate all or substantially all of its assets, or shall significantly reduce its services or accessibility to Chapel Hill residents during the term of this Agreement, or in the event that the Museum shall fail to maintain the conditions identified in its lease with the Town, or the lease is otherwise terminated in accordance with provisions of said lease, then and in that event the Town may terminate this Performance Agreement.

Nothing in this Performance Agreement shall be construed as modifying the terms of the lease between the Town and the Museum, including the provisions of the lease related to lease termination.

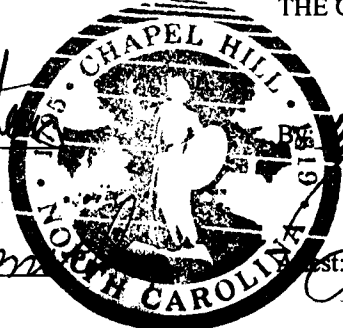
IN WITNESS WHEREOF, the parties hereunto cause this Performance Agreement to be executed in their respective names.

This the 12th November day of ~~October~~, 1999

TOWN OF CHAPEL HILL
A Municipal Corporation

THE CHAPEL HILL MUSEUM

By: W. Coleman Horton
Town Manager



By: Margaret Ballinger
Chair of Board

Attest: Judith A. Smith
Town Clerk

By: [Signature]
Secretary

Approved as to form: Ralph D. Karpino
Town Attorney



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Department Head

James M. Baker
Town Finance Director

NORTH CAROLINA
PERFORMANCE
ORANGE COUNTY
AGREEMENT

This Agreement made and entered into by and between the Town of Chapel Hill, a North Carolina Municipal Corporation, c/o Chapel Hill Parks & Recreation Department, 200 Plant Road, Chapel Hill, North Carolina, 27514, hereinafter referred to as "Town" and the Chapel Hill Museum, 523 East Franklin Street, Chapel Hill, NC 27514, hereinafter referred to as "Museum".

WITNESSETH

WHEREAS, the Museum offers social and cultural enrichment for the citizens of Chapel Hill and Orange County; and

WHEREAS, the services offered by the Museum will enrich the cultural environment of the Chapel Hill community and is an eligible expenditure of Town revenues derived from the Chapel Hill occupancy tax;

NOW THEREFORE, in consideration of the above and the mutual covenants and conditions hereinafter set forth, the Town and the Museum agree as follows:

1. Town Support

The Town has appropriated the sum of Ten Thousand Dollars (\$10,000) to the Museum for the fiscal year 2001-2002. The Town does not obligate itself to provide any other support to the Museum this fiscal year, nor in any succeeding year.

2. Duties of the Museum

The Museum agrees to provide the services described in the attached "Grant Request from Hotel/Motel Tax", and to maintain a high level of professionalism in the provision of these services.

3. Payments and Documentation

The appropriation shall be paid to the Museum in one payment upon completion of the services described in the attached "Grant Request from Hotel/Motel Tax". The Museum agrees to complete the services described and invoice the Town prior to June 30, 2002. Payment is contingent upon receiving a satisfactory status report and the documentation and accounting of expenditures.

4. Financial Records

The Museum agrees to allow the Town to inspect its financial books and records upon reasonable notice, during normal working hours.

5. Termination for Cause

In the event that the Museum shall cease to exist as an organization, or shall enter bankruptcy proceedings, or be declared insolvent, or liquidate all or substantially all of its assets, or shall significantly reduce its services, during the term of this Agreement, or in the event that the Museum shall fail to render a satisfactory accounting as provided herein, then, and in that event, the Town may terminate this Agreement and the Museum will return all payments already made to it by the Town, for services which have not been provided, or of which no satisfactory accounting has been rendered.

6. Hold Harmless

The Museum agrees to protect, defend, indemnify and hold harmless the Town of Chapel Hill from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Museum, except to the extent same are caused by the negligence or misconduct of the Town of Chapel Hill.

7. Non-Discrimination

In matters of employment, provision of services and contracting, the Museum agrees to act without regard to race, color, sex, religion, age, national origin, affectional preference, or handicapped status.

8. Amendments

This Agreement may be amended by mutual agreement of the Museum and the Town.

9. Entire Agreement

This Agreement constitutes the entire Agreement of the parties hereto.

IN WITNESS THEREOF, the parties hereunto cause this Agreement to be executed in their respective names.

This the 30th day of July, 2001.

THE TOWN OF CHAPEL HILL
A Municipal Corporation

CHAPEL HILL MUSEUM

Florentine A. Miller
Acting Town Manager

Morgan Kenney
Morgan Kenney, Executive Director

Attest: Joyce A. Smith
Town Clerk

Susan Keenan
Attest: Name, Title Museum Assistant



SEAL

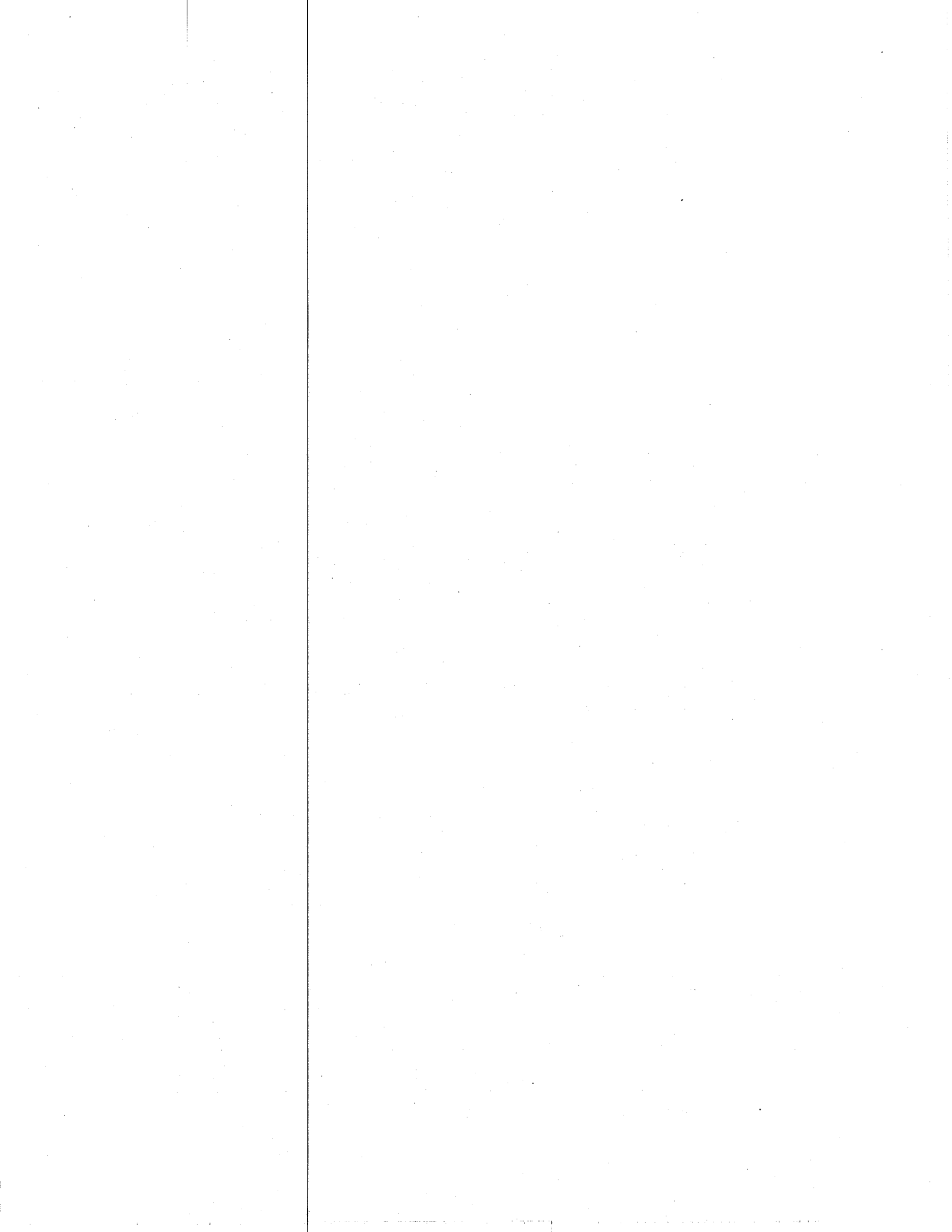
Approved as to Form and Authorization:

Ralph D. Karpinos
Town Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Jeanne B. Erwin
Acting Finance Director

[Signature]
Director of Parks and Recreation



(28)

Name of Project:

Lincoln High School: Glory in Tragedy

Program Director:

Bob Gilgor, Morgan Kenney, Edwin Caldwell, Jr.

Target Group:

Citizens of Orange County and immediate surrounding areas, Lincoln HS alumni, Students in Chapel Hill and Carrboro, around the state, and throughout the South..

Description of Program:

There are 3 parts to this study:

- Lincoln High School(LHS)
- The African American community from which LHS arose
- The integration of CHHS.

40 or more people have been interviewed. The attributes of the African American community and its leaders played a significant and integral role in shaping the character of LHS. Integration of Chapel Hill High School is explored as well. The interviews, records from newspapers, school papers, yearbooks, theses, books, interviews from the Southern History Collection, and school board minutes will be used to create a summary document.

The emphasis of this project is to be on LHS.

Museum quality black and white photographs of the people interviewed, photocopies of old photographs, color photographs, uniforms, equipment, scrapbooks, the high school newspapers, awards, a continuously running slide show, and video tapes of the Lincoln activities will be shown. If funding is available a teacher's package and a discovery box will be developed. Transcripts of the 40+ people interviewed and CD's will be available on point of exhibit.. Important quotations and some personal history will be documented with the photographs. A summary document will be exhibited largely in the words of the people interviewed.

Timeline:

The show has been accepted at the Chapel Hill Museum, to open the end of June to coincide with the 50th reunion of the opening of LHS and the alumni weekend. The show is to run for 3 months so students from the CH/C public schools and the public can see the exhibit and learn about a lost heritage never before presented in this manner.

Strategies/Objectives/Goals:

The strategy is to present a show to see and to hear at several different levels. For the headline reader, the person who wants to read and research more deeply, the verbally oriented person, and the visual person there will be something from which to learn about this heritage.

The objectives and goals are to understand some of the characteristics that made LHS such a nurturing environment for the Black community, to foster understanding and through this understanding develop more tolerance for one another.

Grant Request from Hotel/Motel Tax

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What characteristics of LHS made the students have such pride in their school ? What were the characteristics that allowed so many students from this mostly economically depressed and poorly educated parental background go on to be successful, to get college degrees or other training, to win awards as "first African American to" ? Were the *nurturing by both teachers and other students, the constant encouragement by teachers and administrators, the teaching of values in every class (and in assembly when deemed necessary), the "you can do it" attitude constantly given to students by the teachers, the high expectations of all students, the availability of teachers for counseling, the feeling of caring, the strong discipline from principal and teacher alike, the fact that teachers lived in the same community, knew the families, visited the students homes, and the performance orientation, all part of the success formula ? Is there something here for contemporary educators to use in today's schools for greater student success ?*

Evaluation:

Advisors for this project include Jacquelyn Hall, Southern Oral History Program, and Julia Cherry Spruill Professor of History, Diana Bloomfield, photographer and teacher at the Center for Documentary Studies, Charlie D. Thompson, Jr., Ph.D., Curriculum and Education Director at the Center for Documentary Studies, Adjunct Assistant Professor of Cultural Anthropology, Edwin Caldwell, Jr., Morgan Kenney, Director of the Chapel Hill Museum, and Nerys Levy, Chairperson Carrboro Library Art Committee.

Budget:

See attached budget.

To date I have funded all the interviews (38 completed by end of week), travel, copying, purchases, and photography. My expenses to date have been over \$1,000. These expenses will not be reimbursed.

There have been a great number of hours and costs to date by Morgan Kenney of the Chapel Hill Museum, Edwin Caldwell, Jr., and Bob Gilgor that will be our in kind contribution to this project.

Prepared by Bob Gilgor with the help of Morgan Kenney and Edwin Caldwell, Jr.