



**ARIZONA MUNICIPAL CLERKS' ASSOCIATION
RECORDS MANAGEMENT COMMITTEE MEETING**

**Thursday, May 12, 2022
9:00 a.m.
Microsoft Teams**

Committee Members:

- Jennifer Peña – Board Liaison
- ASLAPR Liaison
- Ben Lane – Chair
- Cathie Butteweg, Co-Chair
- Kristen Benavidez
- Charity Brooks
- Karen Doncovio
- Lori Dyckman
- Christy Estavillo
- Samantha Gesell
- Patti Hageman
- Andy Juarez
- Shawna Lee
- Joy Maglione
- Holly Moseley
- Leah Rhodes
- Marissa Romo
- Denise Ryan
- Maria Talamanete
- Jennifer Wiita

1. Call to Order

Minute Taker – Charity Brooks

2. Roll Call & Announcements

3. Old Business

- a. March 10, 2022 meeting minutes will be submitted for discussion and possible action at the June 9, 2022 meeting.

4. New Business
 - a. Review updated minute taker list (attached)
 - b. Review updated committee goals for this year (attached)
 - c. Review of Collection Development and Acquisitions [Policy on Preserving Gifts] (attached)
 - d. Topics to discuss at future meetings

5. Good of the Order/Reports from Committee Members
 - a. Jennifer Peña – Executive Board meeting update
 - b. Roundtable

6. Next Meeting Date: Thursday, June 9, 2022 at 9:00 a.m.
Minute Taker: Lori Dyckman

7. Adjournment

Ben Lane
Records Management Committee Chair

AMCA Records Management Committee

Meeting and Minute Taker* Schedule

2021-22

Updated May 10, 2022

Meeting Date	Time	Minute Taker	Meeting Held?
Thursday, Oct. 21, 2021	9:00 a.m.	Cathie Butteweg	Yes
Tuesday, Nov. 9, 2021	10:00 a.m.	Matthew McLean	Yes
Thursday, Dec. 9, 2021	9:00 a.m.	Jennifer Wiita	No
Thursday, Jan. 13, 2022	9:00 a.m.	Jennifer Wiita**	Yes
Thursday, Feb. 10, 2022	9:00 a.m.	Marissa Romo	No
Thursday, Mar. 10, 2022	9:00 a.m.	Christy Estavillo	Yes
Thursday, Apr. 14, 2022	9:00 a.m.	Samantha Gesell	No
Thursday, May 12, 2022	9:00 a.m.	Charity Brooks	
Thursday, June 9, 2022	9:00 a.m.	Lori Dyckman	

* Per the AMCA Handbook Records Management Committee Duties:

The Chair or Co-Chair shall assign a rotating list of members of the committee to take minutes of the meetings.

**Kristen Benavidez was scheduled minute taker for January 13, 2022 Meeting, but could not attend meeting

AMCA RECORDS MANAGEMENT COMMITTEE 2021-22 ASSIGNMENTS AND GOALS

AS OF MAY 2022

TASK	ASSIGNED TO	DUE DATE
Designate member to serve as liaison to Communications Committee	Ben Lane Cathie Butteweg	Completed
Ensure that Chair, Co-Chair, or designee attend monthly Executive Board meetings and annual workshops	Ben Lane Cathie Butteweg	Completed
Submit updates and/or articles for inclusion in the Quarterly Newsletter	Ben Lane Cathie Butteweg	Ongoing
At Committee's first meeting, review committee purpose/charge, including attendance and participation requirements	Ben Lane	Completed (discussed at October 21, 2021 Committee Meeting)
Develop and send list of expected committee meeting dates to Communications Committee and to the League	Ben Lane	Completed on October 26, 2021
Assign a rotating list of members to take minutes of each committee meeting	Ben Lane	Completed (discussed at October 21, 2021 Committee Meeting)
Send records (forms, succession plans, meeting minutes) to AMCA listserv and League	Ben Lane	Ongoing

TASK	ASSIGNED TO	DUE DATE
Send bullet point summary of each meeting (include next mtg date) to AMCA listserv & League	Ben Lane	Ongoing
Develop implementation plan for goals including due dates	Ben Lane	Ongoing
Develop a succession plan and timeline of recurring events	Ben Lane Cathie Butteweg	In Progress
Relay state retention schedule changes to AMCA members	Cathie Butteweg	Ongoing
Review Records Section of AMCA Handbook and propose possible changes if needed	All Committee Members	Feedback provided to Policy Committee on December 29, 2021
Work with ASLAPR to create an Engineering Records Schedule	All Committee Members	In Progress
Create best practices guide for social media /email retention	Ben Lane	In Progress
Create best practices guide for motivating employees assisting with records management who work outside of the Clerk's office	TBD	TBD
Develop strategic preservation policy for non-records (gifts to Mayor / Council / Manager)	Karen Doncovio Samantha Gesell	To discuss at May 12, 2022 Records Committee Meeting
Review AMCA Record Retention Schedule/Document Retention Policy and propose possible changes if needed	All Committee Members	In Progress
Draft annual report	Ben Lane	May / June 2022

INSERT

CITY/TOWN LOGO

ADMINISTRATIVE DIRECTIVE

Title: Collection Development and Acquisitions
Issuing Department: City/Town Department
Effective Date:
Reviewed By:
Approved By:

1.0 PURPOSE

The City/Town of (City/Town) is working to collect and preserve objects, manuscripts, documents, maps, charts, books, photographs, genealogies, oral histories, and other artifacts that document early development in the City/Town and the history of the cultures and people who have occupied the area. The collection is intended to promote appreciation of the City/Town's history through educational activities, interpretive displays, exhibitions, and scholarly research.

This directive describes the types of materials the City/Town will accept and the conditions or terms which affect the acquisition. Further, the policy provides guidance for City/Town staff, organizations, and persons interested in depositing their records or objects with the City/Town and partnering agencies interested in using the City/Town's collection for interpretative, educational, or scholastic purposes.

2.0 DEPARTMENTS AFFECTED

All City/Town of (City/Town) departments and employees

3.0 REFERENCES

3.1 City/Town of (City/Town) Strategic Plan (if applicable)

4.0 DEFINITIONS

4.1 Accession: The process of adding an object to a collection. Accession includes creating a permanent record of an object, assembly, or lot received from one source at one time (including supporting documentation) for which the City/Town has permanent custody, right or title, and assigning a unique control number to said object, assembly, or lot.

4.2 Collections: All material holdings of the City/Town for the purposes of preserving its history and heritage which are acquired and conserved because of their scientific and cultural significance and value. For purposes of this directive, "collection" does not include any records that must be maintained by the City/Town Clerk pursuant to state law. Specific collection categories are defined as follows:

- 4.2.1 Interpretive collection: Those expendable objects which contribute to the educational programs of the **City/Town** and which are available directly to the public for examination. Objects in the interpretive collection are readily available or duplicate objects and are not accessioned into the permanent collection.
- 4.2.2 Permanent collection: Those significant objects which directly relate to the purpose of the **City/Town** collection. Objects accessioned into the permanent collection are cataloged, documented, preserved, and managed according to prescribed procedures meeting current professional museum and archive standards.
- 4.2.3 Prop collection: Those expendable objects which do not relate directly to the purpose of the **City/Town**, but which contribute to and enhance the visual and educational impact of exhibits. Objects in the prop collection are not accessioned into the permanent collection.
- 4.3 Deaccession: The process of removing an accessioned object from the permanent collection. The process is documented and made part of the permanent record.
- 4.4 Deed of gift: A signed, written instrument containing a voluntary transfer of title to real or personal property without monetary consideration which establishes conditions governing the transfer and specifies any restrictions on access or use. The deed of gift will also include an acknowledgement of the **City/Town's** deaccession procedures.
- 4.5 Destruction: The obliteration of an object or specimen by physical or mechanical means.
- 4.6 Donor: Individual or organization who gives materials to the **City/Town**.
- 4.7 In perpetuity: Something that lasts forever or continues indefinitely.
- 4.8 Loan: The transfer of objects from one institution to another in which there is no transfer of ownership.
- 4.9 Object: The term refers to, but is not restricted to, all collection materials, including specimens, records, maps, charts, books, photographs, works of art, and other artifacts.
- 4.10 Record/Historic record: An account in any permanent format preserving the memory or knowledge of facts or events including manuscripts, business records, audio recordings, film, letters, meeting minutes, field records, notebooks, documents, journals, and genealogies.
- 4.11 Supporting documentation: Items including, but not limited to, archival and library materials, exhibits and electronic databases.
- 4.12 **City/Town** Manager: The **City/Town** Manager or designee.

5.0 POLICIES AND PROCEDURES

- 5.1 Collecting. Materials may be accepted into the collection as a gift, bequest, purchase, or exchange. The title to all materials accessioned shall pass to the **City/Town**. Donors will be required to sign a Deed of Gift Form (Attachment 7.1) giving the **City/Town** sole ownership of the item/s.
 - 5.1.1 The **City/Town** shall not accept materials which are closed to public access in perpetuity. Except in special circumstances, the **City/Town** will refrain from collecting photocopies or material held by other repositories and individuals.

- 5.1.2 Materials offered to the **City/Town** will only be accepted into the collection with the written approval of the **City/Town** Manager and must meet the criteria established in this policy.
- 5.1.3 Criteria for accepting materials:
- 5.1.3.1 The material is consistent with the **City/Town's** Strategic Plan (if applicable) and policies established by the Mayor and Council and **City/Town** Manager.
 - 5.1.3.2 The material has a primary emphasis on **(city/town)** or the residents who have occupied the area and its/their role in the history of the region.
 - 5.1.3.3 The material is consistent with the collection goals.
 - 5.1.3.4 The **City/Town** can properly store and preserve the material.
 - 5.1.3.5 The material will be used in the foreseeable future.
 - 5.1.3.6 The material is not encumbered with conditions imposed by the donor regarding its future use, including intellectual property rights (copyright, patent, trademark, or trade secrets).
 - 5.1.3.7 The use of the material is not restricted or encumbered by its nature (obscene, defamatory, potentially an invasion of privacy, or physically hazardous).
 - 5.1.3.8 The material is so unusual that it presents an exceptional opportunity for the **City/Town** and should be given preferential consideration.
 - 5.1.3.9 The acceptance of the material is not anticipated to result in any major future expenses for the **City/Town** (for conservation or maintenance or because it opens a new area of collecting).
- 5.1.4 All donors must provide a clear and verifiable title of ownership or clear chain of provenance to the object showing that it was obtained by legal and ethical means. The **City/Town** will remain in full compliance with state, federal, and international laws and regulations governing the acquisition, sale, and transfer of cultural properties.
- 5.1.5 Accessioned objects shall be held in trust for the public in perpetuity as long as:
- 5.1.5.1 The object retains its physical integrity, identity, and authenticity.
 - 5.1.5.2 The object continues to be relevant and useful to the **City/Town's** purposes and programs.
 - 5.1.5.3 The object can be properly stored, preserved, viewed and/or used.
 - 5.1.5.4 The object is of cultural or scientific value.
 - 5.1.5.5 The object does not represent a hazard to personnel, or to other collections.
- 5.2 Cooperative Collecting. The **City/Town** recognizes that other institutions collect in the same or overlapping areas and that in some cases there may be a more appropriate repository for materials offered to the **City/Town**. In the spirit of cooperation, opportunities to acquire such materials, as well as those materials not suitable for the **City/Town's** collection, will be referred to an appropriate repository. If the legitimate collecting interests of the **City/Town** and another repository directly conflict, the

City/Town will consider the best interests of the materials and the community in pursuing resolution.

- 5.3 Care and Preservation. The City/Town shall be responsible for the proper care, preservation, and protection of its collections. All objects shall be kept, to the best of the City/Town's ability, in accordance with professional museum and archive practices and the recordkeeping standards of the Arizona State Library, Archives and Public Records. The City/Town shall provide a stable environment for items in storage and on display, protecting them from excessive light, heat, humidity, and dust. Collections shall be protected against theft, fire, and other disasters and included in security and emergency disaster plans.
- 5.4 Access and Use. The City/Town's collection is intended to promote appreciation of its history and heritage through educational activities, interpretive displays, exhibitions, and scholarly research. Therefore, the City/Town will work to make its collection available for exploration by individuals and scholars. The City/Town will allow access to and use of its collections in a controlled, professional manner which protects the physical and intellectual integrity of the collections. The City/Town reserves the right to control access to the collections to prevent the deterioration, mutilation, loss, or dislocation of objects and/or exhibition materials.
- 5.5 Reproduction and Photography. The City/Town reserves all rights for the reproduction of objects in the collections and reserves the right to establish a fee schedule for the use of its copyrighted materials. No commercial reproduction (imagery or replica manufacture of any sort) is permitted without the written approval of the City/Town Manager. Non-educational or commercial reproductions of objects will not be permitted. The City/Town reserves the right to deny a request for photographs of the collections if the activity endangers the physical security or undermines the intellectual integrity and preservation of the collection, poses an excessive burden on City/Town staff or resources, infringes on copyrighted material, or implies an institutional endorsement of any product, company, or enterprise.
- 5.6 Loans. The City/Town may offer items in its collection as loans or receive loans into its collections for the purpose of research, education, or exhibition.
- 5.7 Incoming Loans and Traveling Exhibitions. The City/Town may accept objects on loan from individuals or institutions, including traveling exhibitions and specialty displays.
 - 5.7.1 Prior to the City/Town's receipt of a loaned object, the lender and the City/Town Manager must execute an Incoming Loan Agreement (Attachment 7.2). The Agreement shall outline the terms of the loan, specifying the loan purpose, time period, insurance coverage, and the responsibilities of both the City/Town and the lender. Copies of the Agreement will be provided to the lender and kept on file by the City/Town. A Condition Report (Attachment 7.3) on the borrowed object(s) will be prepared upon receipt of the object(s) and a copy of the Condition Report provided to the lender and kept on file with the Agreement. The City/Town will include photographic images of the borrowed object(s) as part of the Condition Report.
 - 5.7.2 The City/Town will not transfer possession or alter in any way objects it has received on loan without the express written approval of the lender.

- 5.7.3 All objects loaned to the City/Town are the City/Town's responsibility while on loan and the City/Town will house the objects properly and securely and have all documentation available. The City/Town will exercise the same degree of care for objects received on loan as it does in safekeeping its own objects.
- 5.7.4 The City/Town will insure incoming loans for exhibit and research purposes once the loan is in the care, custody, and control of the City/Town. Coverage will be through the general City/Town policy for its holdings.
- 5.7.5 The City/Town will not knowingly accept incoming loans of objects acquired or collected illegally or which are not in compliance with all applicable international, national, state, and local laws and regulations.
- 5.7.6 The City/Town will return borrowed objects to the lender in accordance with the terms outlined in the Incoming Loan Agreement.
- 5.8 Outgoing Loans and Exhibitions. The City/Town may lend objects or exhibitions to qualified organizations which promote appreciation of the City/Town's history through educational activities, interpretive displays, exhibitions, and scholarly research. The City/Town does not grant loans of objects from the collection to private or corporate establishments, except for educational, non-profit purposes. Loans promoting the City/Town in public buildings are permitted, providing the objects of such loans are displayed under secure and approved environmental conditions.
- 5.8.1 Organizations seeking to borrow an object(s) or host a traveling exhibition must make a request in writing to the City/Town Manager. The request must state the specific object(s), purpose, and time period of the proposed loan, and guarantee payment of all costs associated with the loan, including packing, shipping, and/or transportation, and insurance.
- 5.8.2 If all conditions are met by the proposed borrower and if the loan of the object(s) will not endanger its physical condition or interfere with the City/Town's purposes, the Outgoing Loan Agreement (Attachment 7.5) may be forwarded to the City/Town Manager for approval. Once an Outgoing Loan Agreement is fully executed and all insurance requirements have been received and documented by the City/Town, staff may proceed with the outgoing loan.
- 5.8.3 The following conditions apply to all outgoing loans:
- 5.8.3.1 The borrowing organization will not transfer possession, repair, clean or restore objects it has received on loan without the express written approval of the City/Town Manager.
- 5.8.3.2 Outgoing loans will be for a fixed period of time as determined by the City/Town and stated in the Outgoing Loan Agreement.
- 5.8.3.3 The borrowing organization will assume full financial and legal responsibility for any loss of or damage to the objects while in its possession. The City/Town requires that the borrower insure objects loaned for exhibition or research purposes and provide proof of insurance prior to shipment.

- 5.8.3.4 The **City/Town** will make arrangements for packing, shipping, and insuring object(s) and traveling exhibitions both when sending and receiving the loan. The borrower will reimburse the **City/Town** for all costs for this service.
- 5.8.3.5 Objects on loan from the **City/Town** may not be reproduced/replicated in any manner without prior written approval of the **City/Town** Manager.
- 5.9 Deaccession. The **City/Town** retains the right to carefully and judiciously go through the process of deaccession and dispose of objects from its collection in a manner consistent with professionally accepted standards.
- 5.9.1 When objects are accessioned into the collection, donors shall sign a Deed of Gift Form, which explains that if the **City/Town** determines previously accessioned materials are unsuitable for its collections, those materials will be deaccessioned in accordance with the procedures described in this directive.
- 5.9.2 **City/Town** staff may recommend deaccession by submitting a Deaccession Request Form (Attachment 7.6), listing the reason(s) for deaccessioning and recommended means of disposal, to the **City/Town** Manager. No items will be deaccessioned without the approval of the **City/Town** Manager as indicated by his/her signature on the Deaccession Request Form.
- 5.9.3 Any object(s) selected and approved for deaccessioning shall be transferred or disposed of in one of the following manners:
- 5.9.3.1 The object(s) may be placed in the **City/Town's** Interpretative or Prop Collections.
- 5.9.3.2 The object(s) may be placed with an educational institution.
- 5.9.3.3 The **City/Town** may inform external collections, conservation partners, or educational institutions of the availability of the object and transfer ownership of the object for sale or donation.
- 5.9.3.4 If the object cannot be disposed of in any of the above manners it will be destroyed. The disposal method shall be both documented and witnessed.
- 5.9.4 Deaccessioned objects shall not be given, exchanged, or sold privately.
- 5.9.5 Any funds derived from the sale of deaccessioned objects will be used solely for collections acquisitions or conservation.

6.0 RESPONSIBILITIES

- 6.1 **Department** shall have primary responsibility for implementing the **City/Town's** Strategic Plan Initiative to document and disseminate **City/Town** history and heritage.
- 6.2 The **City/Town's** collections shall be managed by **City/Town** staff knowledgeable in fields related to the collections. Staff shall be responsible for all aspects of curation and maintenance of those collections, including acquisition and recommendation for deaccession, conservation, interpretation, approval for exhibition, loan access, research, and publication

7.0 POSSIBLE ATTACHMENTS (Needed Forms to be Created by Jurisdiction)

- 7.1 Deed of Gift Form
- 7.2 Incoming Loan Agreement
- 7.3 Condition Report
- 7.4 Standard Facilities Report
- 7.5 Outgoing Loan Agreement
- 7.6 Deaccession Request Form