ART INSTITUTE SERVICE AGREEMENT BETWEEN THE MACOMB COUNTY ART INSTITUTE AUTHORITY AND DETROIT INSTITUTE OF ARTS, INC.

THIS ART INSTITUTE SERVICES AGREEMENT (this "Agreement") is made between the MACOMB COUNTY ART INSTITUTE AUTHORITY, a Michigan public body corporate (the "Authority") organized pursuant to Articles of Incorporation filed by the County of Macomb a Michigan municipal corporation ("Macomb County"), and DETROIT INSTITUTE OF ARTS, INC., a Michigan not-for-profit corporation (the "DIA").

WHEREAS, the DIA operates the museum commonly known as The Detroit Institute of Arts (the "Museum").

WHEREAS, the DIA is operated under the direction of its Museum Director, Chief Operating Officer and Chief Financial Officer (collectively, the "DIA Executives").

WHEREAS, the support of the citizens of Macomb County resulted in the passage of two millages that have been critical to the Museum's financial stability and operations.

WHEREAS, the Authority and the DIA are parties to an Art Services Agreement that will expire on December 31, 2023 (the "Initial Agreement').

WHEREAS, the Authority and the DIA desire for this Agreement to be effective upon the expiration of the Initial Agreement.

NOW, THEREFORE, the Authority and the DIA agree as follows:

I. POWER AND AUTHORITY

1.1 DIA's Power and Authority.

The DIA represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement have been authorized by all necessary action.

1.2 Authority's Power and Authority.

The Authority represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary action.

II. ENGAGEMENT OF THE DIA FOR ART INSTITUTE SERVICES

2.1 Engagement.

In exercise of the authority granted to the Authority by Act 296 of Public Acts of Michigan 2010 (the "Art Institute Act"), the Authority hereby engages the DIA to perform "Art institute

services" as defined in the Art Institute Act ("Art Institute Services"), and the DIA hereby agrees to perform Art Institute Services in accordance with the terms and conditions of this Agreement.

2.2 Independent Contractor Relationship.

The DIA is an independent contractor and as such shall have full authority and responsibility to discharge the duties imposed upon it hereunder without restrictions other than those imposed by or pursuant to this Agreement. Neither the DIA nor the Authority shall have the right or authority to bind the other party, without the express written authorization of such other party, to any obligation to a third party. Nothing contained in this Agreement shall constitute the parties as partners or joint venturers for any purpose, it being the express intention of the parties that no such partnership or joint venture exist and that each party has only those duties to the other that are specified in this Agreement.

2.3 Governance.

The Authority shall have the right to nominate for appointment by the DIA two (2) voting members to serve on the DIA's Board of Directors during the term of this Agreement. The DIA agrees that it shall appoint not less than (2) voting members to serve on the DIA's Board of Directors during the term of this Agreement from among the nominees named by the Authority. Should a vacancy occur, the DIA Board of Directors shall appoint a voting member from the nominations submitted by the Authority.

2.4 Privileges to Macomb County Residents.

While the parties acknowledge and agree that the primary benefit to be received by the residents of Macomb County under this Agreement is the DIA's continued delivery of Art Institute Services in accordance with Section 2.1 above, the DIA agrees that it also will provide the residents of Macomb County with the following additional benefits and privileges.

A. Free Admission.

The DIA will provide unlimited, free general admission to the Museum for residents of Macomb County. The DIA also will consult the Authority Chair regarding potential discounts for Macomb County residents for admission to ticketed Museum exhibitions that have budgets exceeding $1.0 million.

The DIA may choose to offer exhibitions with budgets exceeding $1.0 million as free with general admission.

B. K-12 Services.

In-Museum Field Trips

- The DIA will provide free group bus transportation for K-12 field trips
- Based on teacher preference, field trips can be scheduled as guided experiences, self-guided experiences or for other Museum programs designed for K-12 audiences.

In-School K-12 Program

- The DIA will launch a pilot program for an In-School experience led by a DIA staff member. This program will be developed for a specific grade level or range, in keeping with curricular goals with input from MISD leadership, and the DIA's Teacher Advisory Group.
- Evaluation of the pilot program will be provided to the Authority with recommendations for adjustments prior to full implementation through the duration of the Service Agreement.

The DIA will set aside an annual transportation and programming allocation of at least $75,000 to support the In-Museum Field Trip and In–School K–12 Programs for Macomb County schools, with the goal of serving 8,000 Macomb County students.

C. K–12 Teacher Professional Development.

The DIA will offer educator professional development events and trainings throughout the year and customized professional development in partnership with Macomb County schools.

D. Senior Programs.

The DIA will provide Museum experiences for senior groups through Macomb County villages, townships, and cities, as well as senior living facilities and communities.

- The DIA will offer docent-led or self-guided tours of the museum with free bus transportation for groups of 25 or more.
- The DIA will schedule special activities throughout the year to provide additional programs to seniors. Special programs may include live music, art talks, or film screenings.
- The DIA will offer Behind the Seen Art Talks to community groups at their locations by DIA-trained docents and on virtual platforms.

The DIA will set aside a $50,000 annual allocation to support senior programming for Macomb County residents, which would fund transportation, staff, refreshments, and other program costs for at least thirty-five visits.

E. Community Collaborations with Local Arts Organizations and Macomb County Cities, Townships and Villages.

The DIA will present a yearly program plan to the Authority for review.

The DIA will continue to develop arts programming in collaboration with Macomb County non-profit partners to bring DIA programming to communities where there is a demonstrated commitment to increasing local arts programs. Partnerships will be developed cooperatively to respect and sustain the mission of the local organization and preserve the local character of each program.

Examples of community partnership programs may include Inside|Out, Partners in Public Art, Drop in Art making at Fairs and Festivals, partnerships with not-for-profit community organizations like Art Centers, Libraries, and Recreation Centers and transportation for group visits to the Museum.

The DIA will set aside a $150,000 annual allocation to support community partnership programs for Macomb County residents, which would fund transportation, staff, contract, and other program costs.

Due to the impact of the COVID pandemic, Public Health Emergency, and safety protocols, the DIA services to residents were severely impacted in CY 2020, 2021, and 2022. Services (participation/set asides) continue to be built back in CY 2023. Any resulting deficit in set asides and participation will be eliminated and this Agreement will be fully implemented in CY 2024.

2.5 Parity.

The DIA shall not provide additional or enhanced benefits and privileges to any other county's residents by agreement with a public body established and organized pursuant to the Art Institute Act as compared to those required by this Agreement unless these same benefits are provided to the citizens of Macomb County.

2.6 Duty to Submit to Review.

Within sixty (60) days of the close of a calendar year, the DIA shall submit to an annual review conducted by Plante Moran (or another major independent auditor selected by the Authority) to conduct a review designed to determine whether the programs set forth in the annual service plan have been performed. Review procedures must be designed to determine whether the programs set forth in the annual service plan have been performed. The costs of such a review shall be paid by the DIA.

2.7 DIA Compensation Protocols.

A. The DIA will use performance objectives and metrics in setting the goals and in judging the performance of the DIA Executives and will remain cognizant of local conditions and public funding through the regional millage in establishing its compensation levels.

B. The DIA will not pay increases in base compensation, beyond standard annual merit increases, or pay any bonuses to DIA Executives unless otherwise agreed by the Authority, except to the extent such base compensation increases or such bonuses are paid out of funds that are donated to the DIA, the designated use of which specifically includes compensation to the DIA Executives.

C. Decisions regarding compensation payable by the DIA to newly hired DIA Executives first will be reviewed with representatives of the Authority before being implemented, and, if not approved by the Authority, will not be implemented, except to the extent such compensation is at or below the fiftieth percentile of compensation paid to executives in comparable United States art museums or, if in excess of such permitted amounts, is paid out of

funds that are donated to the DIA, the designated use of which specifically includes compensation to DIA Executives.

D. Any modifications to the compensation protocols will be reviewed with representatives of the Authority, and no such modifications will be implemented without the approval of the Authority.

2.8 Additional Procedures.

A. The Authority will schedule a minimum of three meetings with the DIA each calendar year at dates and times agreed to by the DIA as follows:

1. There will be a meeting early in the last quarter of the calendar year at which the DIA will present a program plan for the upcoming year. In this review of Macomb County programming the DIA will identify all programing that is a continuation or adaptation of programming that was conducted in Macomb County in the previous year and all programming that was not conducted in Macomb County in the previous year.

The DIA also will estimate the anticipated investment in such Macomb County programming for the calendar year. The DIA shall provide the list of programming and detail material projected investment to the Authority no less than 5 business days prior to the first meeting. The Authority shall provide to the DIA its programming preferences and the DIA will give due consideration to implementing such programming.

2. There will be a meeting in the second quarter of the calendar year at which the DIA will review with the Authority all programing that the DIA conducted in Macomb County during the previous calendar year. In its review of the previous year's programming, the DIA will report on the benefits of the programming, the DIA's intentions regarding the continuation, adaptation or cessation of such programming and the amount invested by the DIA in such programming. At the meeting the DIA and the Authority also will review the annual report prepared by Plante Moran (or another major independent accounting firm selected by the Authority) on the DIA's investments in Macomb County programming and the DIA's response to the accounting report, specifically, a comparison of those investments to the annual financial targets that are set forth in the Agreement, including:

- The $75,000 school field trip program set-aside pursuant to Section 2.4B of the Agreement
- The $50,000 annual senior program subsidy pursuant to Section 2.4D of the Agreement
- The $150,000 community collaboration set-aside pursuant to Section 2.4E of the Agreement

3. There will be a meeting in the third quarter of the calendar year at which the DIA will provide an interim report to the Authority on that year's Macomb County programming, including an estimate of the DIA's detailed material investments in such

programming for that calendar year to ensure that the Authority is informed, and the programs are meeting expectations.

B. The DIA will send out two newsletters each year reporting on DIA events, including activities in Macomb County. The DIA will also invite the Authority and Macomb County Commissioners to all exhibition openings and make them aware in advance of other public events taking place at the DIA so that they can attend as often as possible.

III. OBLIGATIONS OF THE AUTHORITY

3.1 Authority Commitment Regarding Funding.

A. The Authority, except as provided in Sub-section 3.1(B) below, if first approved by the electors of Macomb County, will levy the approved .20 mil in each successive year for nine (9) years, starting with 2024.

B. Notwithstanding subsection 3.1(A), the Authority shall have no obligation to levy a tax in any year unless the electors in both Oakland County and Wayne County have also approved a levy authorized under the Art Institute Act.

3.2 Transfer of Levy Proceeds

Except as otherwise provided in the Art Institute Act or in the Authority's Articles of Incorporation, all funds collected under the authority of the levy shall be reserved and transferred solely to the DIA within ten business days of receipt of the funds from any local property tax collecting unit.

IV. JOINT COMMITMENTS OF THE AUTHORITY AND THE DIA

4.1 Implementation.

The Authority and the DIA agree that they will execute and deliver any assignment agreements, consents or similar documents which may be necessary to implement this Agreement which the parties hereby stipulate sets forth all of the necessary principles of agreement.

4.2 Notice.

All notices, consents, approvals, requests, reports and other communications required or permitted under this Agreement shall be in writing and sent and addressed as follows:

If to the Authority: Macomb County Art Institute Authority
Attention: Macomb County Corporation
Counsel One S. Main Street, 8th Floor
Mt. Clemens, MI 48043

If to the Detroit Institute of Arts: The Detroit Institute of Arts
Attention: Director
5200 Woodward Avenue
Detroit, Michigan 48202

Either party to this Agreement may change its address of notices at any time by giving notice thereof to the other as herein provided.

4.3 Term.

The initial term of this Agreement shall commence on January 1, 2024 and shall run through December 31, 2032.

4.4 Entire Agreement; Amendment; Waiver.

This Agreement is and shall be deemed to be the complete and final expression of the agreement among the parties as to the matters contained in and related to this Agreement and supersedes any previous understandings, dealings and communications, including negotiations, discussions, representations, warranties, information, documents and agreements, among the parties pertaining to such matters. This Agreement shall not be modified or amended except pursuant to a written agreement signed by both parties. Any waiver of any party's rights or obligations under this Agreement must be in writing and must be signed by the party against which such waiver is to be enforced. No party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either party of any right or remedy in one situation shall constitute a waiver of such party's rights or remedies in any other subsequent situation, whether similar or not.

4.5 Governing Law.

This Agreement is governed by and will be construed in accordance with the laws of the State of Michigan.

4.6 Arbitration.

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated. The hearing shall be conducted in Mount Clemens, Michigan, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties.

The prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement.

4.7 Headings.

The headings of the provisions used in the Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions of this Agreement.

4.8 Severability.

If any court, agency, commission, legislative body or other authority of competent jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement (including, but not limited to, Section 2.3), or its application to any person, that decision shall not affect the validity of the remaining portions of this agreement.

4.9 No Third Party Beneficiaries.

Except to the extent expressly contemplated in this Agreement, the obligations undertaken by the Authority and the DIA in this Agreement are for the benefit of the Authority and the DIA only, and neither any creditor of the Authority or the DIA, nor any other party, shall have the right to rely on or enforce the provisions of this Agreement as a third-party beneficiary or otherwise.

4.10 Successors and Assigns.

This Agreement shall be binding on the DIA, its successors and assigns, by merger, sale, transfer, consolidation and lease of either party and it shall not be modified, altered or changed in any respect whatsoever by change of ownership.

4.11 Authorization and Capacity.

Each party warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind its principal to this Agreement.

IN WITNESS WHEREOF, the Authority and the DIA, by and through their duly authorized officers and representatives, have executed this contract as of the dates of their respective signatures:

WITNESSES:

DETROIT INSTITUTE OF ARTS, INC.

By: Julie McFarland

Its: Executive Director, Public Affairs

WITNESSES:

MACOMB COUNTY ART INSTITUTE AUTHORITY

By: _____

Its: Chair