



TO: Members of Troy City Council
FROM: Brian M. Kischnick, City Manager
 Lori Grigg Bluhm, City Attorney
 Allan T. Motzny, Assistant City Attorney
DATE: May 19, 2016
SUBJECT: Proposed Agreement with Troy Historical Society for Operation of
 Troy Historic Village; Schedule a Study Session to Discuss a
 Declaration of Public Trust

The City of Troy has owned and operated a museum and historic village on Wattles Road since 1968. Presently, the museum property, now known as the Troy Historic Village (Village), is comprised of five acres of real property and eleven historic structures. In 2010, due to adverse economic conditions and budgetary constraints, the City planned to close the Village to the public. In December of that year, the Troy Historical Society (THS) submitted a proposal indicating a willingness to assume operational management of the Village in order to avert closure of the facility. Representatives of the City Attorney's Office, City Management, and THS negotiated an "Agreement by and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Museum and Historic Village." The five year Agreement was approved by City Council in March 2011, and expires June 30, 2016.

Under the current Agreement, the City retains ownership of the land, buildings and collections within the Village, and THS assumes all operational costs. These costs include the hiring and payment of a full time director and other staff members. The City is responsible for payment of the utilities, insurance, security and building maintenance costs. Any revenues generated through admissions, grants, fundraising activities and program activities are retained by THS to support the operation of the Village. THS has continued to operate the Village in accordance with agreement and has provided many programs related to Troy history and has provided public access to the Village's buildings, exhibits and collections.

Since this Agreement is expiring, THS has met with City Administration to negotiate the attached renewal Agreement. This agreement incorporates most of the provisions of the original agreement with the following changes:

- The renewed agreement is for ten years, rather than the current five year term. The Agreement also provides for up to four renewal terms, where City Council could renew for either a ten or a five year period.
- The renewal Agreement deleted the provision that required the City to provide THS with start-up funding. The new Agreement allows THS to make an annual request to the City for operating purposes, but does not obligate the City to provide the requested funding (Paragraph 5).
- In Paragraph 6, the hours of public operation of the Village are extended to 8:00 p.m. in order to accommodate evening events.

- Paragraph 6 now provides if there is a dispute between the City and THS regarding a management, funding, or admission issue, the parties agree to abide by the decision of the City Manager.

- The minimum age of volunteers at the Village was lowered from 14 to 10 to accommodate school and other group volunteers who are younger than 14.

- The original agreement required the City's permission to de-access or dispose of collection material. Paragraph 10 of the renewed agreement requires THS to give the City prior notice of its intent to de-access or dispose of any collection material. If there is a dispute regarding a deaccessioning or disposal issue, the parties agree to the decision of the City Manager.

- In Paragraph 12A(7) of the renewal Agreement, the City agrees to provide two computers that are connected to the City's server, so that Village employees and volunteers can access PastPerfect (a registered trademark of the American Association of State and Local History).

- In Paragraph 12.B, as part of its appropriation for maintenance, the City agrees to provide up to \$2,000 annually to retain an architect experienced in historic building preservation to assess what repairs are necessary.

- Paragraph 12.C(3) encourages the City to have a representative serve on the THS Board of Trustees.

- The original agreement had a provision allowing for the transfer of Kresge Foundation Grant Funds to THS. This provision is deleted in the renewed agreement since it is no longer applicable.

- The due date of the THS annual report was changed from July 31st of each year to December 31st, and the date for providing the City with an audited financial statement was changed from November 30th to January 31st of each year, to correspond with the fiscal year.

Based on the past relationship between the City and THS, City Administration recommends approval of the "2016 Renewal and Amended Restatement of the Agreement by and Between the City of Troy Historical Society for Use, Operation and Management of the Troy Historic Village."

In addition to a proposed resolution approving the renewal Agreement, there is a second proposal scheduling a study session to discuss a possible trust proposal that was discussed during the contract renewal negotiations. THS would like the City Council to consider developing a legal structure for the resources of the Village to protect the land, buildings, and collections within the Village in perpetuity for the current and future citizens of Troy. Since the concept of placing municipally owned property in trust is relatively unique, we recommend that a study session be scheduled at the Village to address and explore the issues associated with the establishment of a public trust.

**2016 RENEWAL AND AMENDED RESTATEMENT OF THE
AGREEMENT BY AND BETWEEN
THE CITY OF TROY AND THE TROY HISTORICAL SOCIETY
FOR USE, OPERATION AND MANAGEMENT OF
THE TROY HISTORIC VILLAGE**

This Agreement is made this ____ day of _____, 2016 by and between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, ("TROY") and the Troy Historical Society, a Michigan non-profit corporation, whose address is 60 W. Wattles Road, Troy, Michigan 48098, ("THS"), and collectively referred to as the "parties" hereby agree as follows:

RECITALS

- A. WHEREAS, TROY owns a museum of local and regional history, now known as the Troy Historic Village ("Village"), that TROY created in 1968 and that in the intervening years has grown into a 5-acre campus with eleven (11) historic structures and has become a regional cultural destination; and
- B. WHEREAS, both the Village and THS have adopted a Mission and Vision Statement by which the Village and THS function (Exhibit 1); and
- C. WHEREAS, the Village has provided outstanding programs regarding everyday life in historic times and access to buildings and displays in a historical setting to thousands of school children and the public for the purpose of providing educational and enrichment opportunities; and

D. WHEREAS, THS is a 501(c) (3) non-profit corporation incorporated in 1966 to support the formation of a TROY history museum and historic village with volunteer services and significant financial donations in its mission to assist TROY in developing the Village site, including, but not limited to, the movement of historical buildings to the Village grounds and the restoration of those buildings; and

E. WHEREAS, it is the mission of both TROY and THS to continue to offer such outstanding historical programs and access to the collections of exceptional historical buildings to educate students and the public regarding our history; and

F. WHEREAS, TROY and THS entered into a five-year Agreement effective July 1, 2011 allowing THS to use and manage the Village property without compensation from TROY except as set out in the Agreement; and

G. WHEREAS, the parties desire to renew, amend and restate in its entirety their 2011 Agreement to facilitate the mutual goals of the parties for the Village for both its near-term and long-term future.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **NON-PROFIT STATUS.** THS represents and warrants that it is a Michigan non-profit corporation exempt from tax under Sec. 501 (c) (3) of the Internal Revenue Code and 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, including the approvals and ratification by the THS Board of Trustees prior to the effective date hereof. This

Agreement shall only be effective if THS continues its status as a Michigan non-profit corporation with the same or similar mission and vision attached hereto as Exhibit 1.

2. **USE OF CITY PROPERTY.** TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow THS the non-exclusive use of its property commonly known as the Troy Historic Village, located at 60 W. Wattles Road, Troy, Michigan 48084 ("Village"), legally described on Exhibit 2, which is a locally designated Historic District. The property includes the following structures:

- Troy Township Hall, built on site in 1927, currently houses Village offices, THS Village Store and records, Pioneer Room for classes and meetings, reference library, and collections storage areas;
- Log cabin, built circa 1840 in Monroe County, Michigan;
- Caswell House, which is included on the National Register of Historic Places, built in 1832 in Troy, and its adjacent storage shed;
- Poppleton School, a one-room, red brick schoolhouse built in 1877 in Troy;
- A replica of Cutting's General Store, originally located at Troy Corners, two miles north of the Village, resembles its appearance in 1918. The Village Archive is located on the second floor;
- The Village Print Shop, an on-site, rebuilt water meter testing station, appointed to 1910, containing two pre-1910 printing presses;

- Wagon Shop, built at Troy Corners circa 1859, containing a functioning blacksmith's forge and woodworking shop;
- Troy Parsonage, built at Troy Corners circa 1880 and appointed with 1912 furnishings, also has a collections workshop in the basement;
- Troy Historic Church (formally United Methodist Church of Troy), built at Troy Corners in 1837, has a deep basement used for storage of large artifacts in the Village collections;
- Town Hall, built circa 1864 in Troy as a one-room school, functions as an interactive learning area;
- Gazebo, replica of a nineteenth century structure, serves as a focal point for music and activities in the Village;
- Niles-Barnard House, built in 1837 at Troy Corners, awaits interior restoration; and
- The residence at 109 Lange Ave., purchased for future Village expansion, currently used by TROY and the Village for storage.

The use of the term "Village" also refers to the land and improvements contained on the property known as 60 W. Wattles Road, Troy, Michigan 48084 ("Premises"). The Village is to be occupied and used for the sole purpose of promoting the mission and vision of TROY and THS through historical programs and events and under the requirements set out in this Agreement. THS is entitled and limited to the use of the Village and its

Premises during the term of this Agreement set forth in its Paragraph 18, subject to amendment or termination of this Agreement in accordance with its terms .

The Village shall remain the property of TROY at all times. At any time, employees of TROY acting as agents on behalf of TROY, may enter onto the Premises for maintenance, service and inspection or for any other purpose set out in this Agreement.

3. USE OF CITY COLLECTIONS AND OTHER EQUIPMENT AND ASSETS ON VILLAGE PROPERTY.

TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow THS the non-exclusive use of its collections and assets located on the Village Premises, including but not limited to, the following: historic furnishings; documentary and photograph artifacts (archives); domestic and agricultural implements; textiles and clothing, vehicles and other objects indicative of the lifestyle, customs, dress and resources of the residents, businesses, and government of the area. These items are either exhibited or stored in designated areas on site.

TROY will also allow THS the non-exclusive use of its other Village equipment and assets located on the Village Premises, including but not limited to, office furniture and equipment, picnic tables, books, reference materials and other property used in the administration of the Village. As part of the 2011 Agreement between the parties, TROY provided an inventory of all relevant TROY equipment and assets used in the Village's administration. TROY has not added any new items to its 2011 inventory, attached hereto as Exhibit 3. THS shall not dispose of any item or items shown in the 2011 inventory without prior notice to TROY's contact person.

4. RENEWED APPOINTMENT OF THS TO USE, MANAGE AND OPERATE THE

VILLAGE. Based upon the prior experience of THS in managing and operating the Village, effective July 1, 2016, TROY grants to THS the renewed right, subject to TROY'S approval as set out in this Agreement, to use, manage and operate the Village and THS accepts the use, management and operation of the Village in accordance with the mission and vision of the Village and THS and the terms of this Agreement.

5. COMPENSATION TO THS. THS understands and acknowledges that TROY has no

duty to compensate THS for any services performed under this Agreement except as set forth in this Agreement. TROY understands and acknowledges that the costs of ongoing professional management and operation of the Village for TROY by THS as required by this Agreement, i.e., as a regional cultural destination for TROY, the public and its school children, may cause THS to ask TROY annually, for TROY'S consideration and response, to make an appropriation toward the operating budget of THS for the Village in addition to amounts paid by TROY under Paragraph 12 of this Agreement.

6. DUTIES, RESPONSIBILITIES AND RIGHTS OF THS IN VILLAGE OPERATIONS.

The duties, responsibilities, and rights of THS include all aspects of the use, operations and management of the Village. THS will maintain public hours of operation that will not exceed Monday through Sunday from 8:00 a.m. to 8:00 p.m. Additionally, facility rentals and/or special programs will conclude no later than 10:30 p.m. Events outside of these hours will be scheduled only with prior notice to TROY's contact person.

Except as otherwise set out in this Agreement, THS will have sole discretion and authority to manage the day-to-day operations of the Village, for the benefit of the public

and school children in accordance with the mission and vision of the Village and THS, including, but not limited to the following:

- a. Employees, staffing and volunteers in compliance with Paragraph 7;
- b. Days and hours of operation;
- c. Customer service performance standards;
- d. Admission rates, with prior notice of changes to TROY'S contact person;
- e. Rental rates for use of the premises by the public, with prior notice of changes to TROY'S contact person;
- f. Collections and other operational policies and procedures;
- g. Present exhibits;
- h. Programs, products and interpretive services that are in keeping with the mission and vision statements of the Village and THS;
- i. Care, preservation and use of Village collections and historic buildings, in compliance with standards set by the American Alliance of Museums and the U.S. Department of Interior Standards for Historic Rehabilitation, consistent with current Village policies;
- j. Provide inventory and merchandise for the Village Store;
- k. Oversee rental of the use of the Village property to avoid damage by the public;
- l. Care, use and cleaning of Village assets including, but not limited to, office furnishings and equipment.

It is the intent of this Agreement that THS will cooperate with TROY in accommodating TROY's concerns regarding management of the Village, including, but not limited to, the amount of fees charged for admission so that members of the general public will not be prohibited financially from visiting the Village, using its facilities and/or participating in its programs. If, after consultation with TROY's contact person, there is a dispute between TROY and THS regarding a management, funding or admission issue, the parties agree to abide by the decision of TROY'S City Manager.

7. **VILLAGE EMPLOYEES, STAFF AND VOLUNTEERS.** During the term of this Agreement, THS shall employ a full-time Village Executive Director. THS will endeavor to select a Village Executive Director with history or museum studies, archival and/or other appropriate qualifications. In hiring other employees for the Village, such as but not limited to, a curator, archivist, interpreters or other professional staff, THS will endeavor to select individuals with appropriate qualifications. THS shall insure that all Village employees and staff members (some of whom may be volunteers) are subject to a background check. THS shall supply a list of current Village employees and staff members on at least an annual basis to TROY'S contact person. TROY may conduct its own background check of those employees and staff members. If TROY objects to THS employment or use of a specific individual, based on TROY'S background check, THS will cooperate with TROY to limit or remove that individual from service on the Village Premises.

No Village volunteer shall be under the age of ten (10) years old. Any volunteer that is between the ages of 10 and 18 years old, such as, but not limited to, school programs

youth volunteers or Boy Scouts or Girls Scouts, shall be supervised at all times by Village staff and/or such young volunteer's parent, grandparent, or other adult present at the site on behalf of the volunteers. No minor volunteers shall be present during any activities or programs at which alcohol is served.

8. **ALLIANCES.** THS, after consulting with TROY'S contact person, may enter into partnerships, collaborations, or other relationships with entities other than TROY to enhance the Village's mission-focused visitor experience, enhance operations, diversify sources of private or public funding, reduce costs, or realize other benefits or operational efficiencies.

9. **VILLAGE REVENUES AND COSTS.** THS will retain all revenues earned from the Village's operations, including, but not limited to: admission fees; program revenues; Village Store revenue; facilities or property rentals for private functions or use; revenues provided, or funds received, from federal, state or county sources; and all other revenues, funds, grants, donations or pledges, in cash or in kind (such as donations of property or securities) from any private or public source. Further, any revenues related to artifact or collections-related activities shall accrue to the THS. THS will continue to maintain and operate a Village Store to sell mission-related merchandise, and will keep THS files and financial records at the Village. All funds received by THS from Village operations will be used to further and promote the general welfare and interests of the Village.

All costs of using, managing and operating the Village will be the responsibility of THS, subject to TROY'S payments of or toward such costs pursuant to this Agreement.

10. **PROTECTION OF COLLECTIONS.** THS recognizes that Village buildings, archives and other collections are not financial assets and will adhere to the American Alliance of Museums Code of Ethics (1991), attached hereto as Exhibit 4, regarding the acquisition, accessioning, deaccessioning, and disposal of collections materials. Any property of TROY'S shall not be used as collateral by THS. THS shall not deaccession or dispose of any building contents or other collection materials without prior notice to TROY's contact person. If, after consultation with TROY'S contact person, there is a dispute between TROY and THS regarding a deaccessioning or disposal issue, the parties agree to abide by the decision of TROY's City Manager. New accessions donated to or purchased by THS will become the property of TROY. Any proceeds from the sale of any building, contents or other collection materials will be used only for the acquisition of new artifacts, or archival materials, or for the care of existing collections.

11. **SECURITY.** THS shall allow members of the Troy Police Department and/or any other federal or state law enforcement agency onto the Village Premises at any time to ensure security of the Premises.

12. **DUTIES, RESPONSIBILITIES, AND RIGHTS OF TROY IN VILLAGE OPERATIONS.**

A. Utilities and Maintenance. To insure the continued integrity of the Village and its Premises, assets, buildings and collections, for the present and future benefit of the public and school children, whether or not the Village is open to the public, and in recognition of TROY'S continued ownership of all Village assets and collections, TROY will provide an annual operations appropriation to

THS for the duration of this Agreement, which will be allocated for the following costs of maintaining the Village at least at the level it was maintained from July 1, 2015 to June 30, 2016:

- (1) Utilities to all Village buildings, including heat, electricity, water, and building security;
- (2) Maintain liability insurance for TROY;
- (3) Building maintenance ;
- (4) Grounds maintenance of the Premises including all areas abutting adjacent streets, including mowing, tree trimming, snow removal, and fall clean-up ;
- (5) Trash removal from Premises barrels on days the Village is open to the public and emptying of Premises dumpsters on a regular basis.
- (6) TROY will provide and pay for three (3) analog phone lines for Village security, fax/credit card, and fire.
- (7) TROY will provide at least two (2) computers connected to TROY'S City server so that Village employees and volunteers may have access to the PastPerfect (a registered trademark of the American Association of State and Local History) database that resides on the TROY City server and contains the digital records of TROY'S Village archive and collections as well as THS donations and membership records. Troy will provide PastPerfect upgrades as they become available.

This Paragraph 12.A annual operations appropriation may be paid by TROY in part or wholly directly to the service providers instead of to THS. TROY

shall at least annually advise THS of the amounts so paid by TROY directly.

B. Repairs and Improvements. TROY will provide separate funding, through the annual capital budget process, to invest in the Village so as to insure that its grounds and all buildings, which are included in a locally designated Historic District, are maintained in compliance with Chapter 13, the local preservation ordinance, State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation. Such funding for maintenance shall include the cost, not to exceed two thousand dollars (\$2,000) in any year, of retaining an architect experienced in historic building preservation and approved by THS, for consultation at least annually with respect to such maintenance. The primary method of the architect's consultation is intended to be a "walk through" inspection of the Village's buildings to call attention to repair and maintenance issues before they become major problems. All appropriations by TROY toward such funding will be used by THS, with TROY's prior approval, or by Troy, to make repairs and improvements, as approved by TROY's Historic District Commission and in consultation with TROY'S contact person. In the event of catastrophic damage, TROY will work in consultation with THS and the Historic District Commission to implement appropriate restorations in compliance with the Department of Interior Standards for Historic Restoration.

C. Miscellaneous Items.

1. TROY shall continue to pay licensing fees for the Village for performance rights organizations such as the American Society of Composers, Authors

and Publishers (ASCAP), Broadcast Music Incorporated (BMI) and Society of European Stage Authors and Composers (SESAC).

2. TROY shall transfer maintenance of Village collections electronic database (PastPerfect) to THS.
3. The parties shall endeavor to have a representative of TROY, such as its City Manager or his designee, serve on the Board of Trustees of THS.

13. AUDITS AND REPORTS. By December 31st of each year, THS shall furnish to TROY an annual report of THS activities with respect to the Village for the previous fiscal year ended June 30th. This report shall include the following subject matters:

- a. Itemized revenues and expenses;
- b. Fund raising activities;
- c. Number of visitors during the reporting period;
- d. The schedule of hours of operation of the Village during the reporting period and the average number of hours per week that the Village was open to the public during the reporting period; and
- e. List of major accessions and deaccessions.

By January 31st of each year, THS shall deliver a copy of its annual financial statements for the previous fiscal year, audited by an independent certified public accountant, to TROY.

14. INSURANCE. THS shall carry general liability insurance, commercial personal property insurance, workers compensation, and motor vehicle liability, and

for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by TROY and set forth in the attached Exhibit 5 — Sample Certificate of Insurance. TROY shall be named as an additional insured on the general liability insurance using the following wording: "City of Troy, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are additional insureds" on ISO form B or broader.

TROY shall be notified of any cancellation or material change of any insurance within 30 days. The cancellation clause shall read:

"Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured."

Cancellation of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless THS immediately provides proof of renewal of continuous coverage to TROY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to TROY.

Proof of insurance meeting these requirements shall be provided to TROY within 24 hours after execution of this Agreement.

THS is responsible for any deductibles for any of the policies. THS shall furnish to TROY three (3) complete copies of the acceptable Certificates of Insurance and evidence of coverage. If any of the policies expire during the term of the Agreement, THS shall deliver renewal certificates and/or policies to TROY at least ten (10) days prior to the expiration date.

15. INDEMNIFICATION. To the fullest extent permitted by law, THS agrees to defend, pay on behalf of, indemnify, and hold harmless TROY, its elected and appointed officials, employees and volunteers and others working on behalf of TROY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from TROY, its elected and appointed officials, employees, volunteers or others working on behalf of TROY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by THS as outlined in this Agreement or as relating to or resulting from those activities.

16. ALCOHOL AND TOBACCO USE. THS shall prohibit the use and smoking of tobacco, e-cigarettes, and all other smoking products and devices within the Village Premises at all times. The use of alcohol on Village Premises shall be prohibited unless there is a valid permit issued by the Michigan Liquor Control Commission. Persons who refuse to cooperate with this requirement shall be removed from the Premises by THS and/or law enforcement personnel.

17. **DUTY TO NOTIFY AND COOPERATE.** The parties shall provide notice within twenty-one (21) days of the receipt of any claim for damages or injuries. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of Paragraph 15.

18. **TERM OF AGREEMENT.** This Agreement shall remain in effect for a ten (10) year period beginning on July 1, 2016 and ending on June 30, 2026 unless terminated by either party as set out in Paragraph 19. Within sixty (60) days prior to the end of the term of this Agreement, THS shall notify TROY that it desires to continue to perform the services described in this Agreement. At that time, Troy City Council may decide to renew the Agreement for an additional ten (10) or five (5) year period. Thereafter, Troy City Council has three (3) options to renew the Agreement for ten (10) or five (5) year periods.

19. **TERMINATION AND SURRENDER OF PREMISES.** TROY or THS for any reason may terminate this Agreement upon one hundred twenty (120) days written notice to the other party. Notice shall be provided as set out in Paragraph 27. THS shall peaceably surrender the Village Premises to TROY immediately when requested to do so by TROY in at least as good condition as on the date of first use of the Village Premises by THS under this Agreement, excepting normal wear and tear.

20. **TAXES.** THS agrees to pay any and all sales, use or other taxes that may be legally due and owing to any governmental agency as a result of its use, operation, occupation and/or management of the Village.

21. ACCOUNTING. For the purpose of ascertaining revenues and expenditures, THS agrees to maintain records showing all income, expenditures and other receipts with respect to THS's use, operation and/or management of the Village. TROY shall have the right to examine THS's records at any time. THS further agrees to meet with the City Manager of TROY or his/her designee when requested, but at least once a calendar year, for the purpose of jointly evaluating the continued use, operation and/management of the Village. THS shall further provide to TROY on request an annual verification or certification status as a Michigan Non-Profit Organization. THS will provide an annual report to TROY and include financial reporting of revenues, expenditures and programming reviews as set out in Paragraph 13.

22. INDEPENDENT CONTRACTOR RELATIONSHIP. THS 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. 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 exists and that each party has only those duties to the other that are specified in this Agreement.

23. DOCUMENTATION. TROY and THS agree that they will execute and deliver any documents which may be necessary to implement this Agreement.

24. NO AUTHORITY TO BIND OTHER PARTY. THS, its Board of Trustees and its Officers, shall not have any right or authority to bind or obligate TROY, nor shall TROY

have any right or authority to bind or obligate THS, without the other party's prior written consent.

25. NON-ASSIGNABILITY. THS's privilege to use, operate and manage the Village premises shall be solely in connection with this Agreement. THS shall not transfer or assign this Agreement or any rights hereunder. This Agreement is non-assignable in whole or in part.

26. CONTACT PERSONS. TROY will contact the President of THS regarding issues of concern regarding use, operation and management of the Village premises and this Agreement. In the absence or unavailability of the President, TROY will contact the individual named by the President as his/her designee. For concerns regarding the day to day use, operation and management of the Village premises, THS will contact the City Manager or an individual named as his/her designee.

27. NOTICES. All notices required under this Agreement shall be in writing and be sent by certified mail addressed to the respective party at the address indicated below or at such other address as the parties shall designate in writing. A change in address may be effected by a letter sent via first class mail by either party to the other. Notices regarding termination shall be sent by certified mail return receipt requested. In the alternative, notices of termination may be given by personal service on the party. For purposes of this Agreement, "prior notice" means notice given at least ten (10) business days before the effective date of the subject of the notice.

To TROY-

Troy City Manager
Troy City Hall
500 W. Big Beaver Rd.
Troy, MI 48084

With copies to-

Troy City Clerk
Troy City Hall
500 W. Big Beaver Rd.
Troy, MI 48084

and

Troy City Attorney
Troy City Hall
500 W. Big Beaver Rd.
Troy , MI 48084

To THS -

Troy Historical Society
Attention: President
60 W. Wattles Rd.
Troy, MI 48098

With copies to:

Troy Historic Village
Executive Director
60 W. Wattles Rd.
Troy, MI 48098

28. ENTIRE AGREEMENT: AMENDMENT; WAIVER. This Agreement is and shall be deemed to be the complete and final expression of the agreement between the parties as to the matters contained in and related to this Agreement and supersedes any previous understandings, dealing and communications, including the 2011 Agreement, negotiations, discussions, representations, warranties, information,

documents and agreements, between 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.

29. **SEVERABILITY.** If any court, agency, commission, legislative body or other authority of competent jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement or its application to any person, that decision shall not affect the validity of the remaining portions of this Agreement.

30. **NO THIRD PARTY BENEFICIARIES.** Except to the extent expressly contemplated in this Agreement, the obligations undertaken by TROY and THS in this Agreement are for the benefit of TROY and THS only, and neither any creditor of TROY and THS, 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.

31. **COMPLIANCE WITH THE LAW.** THS shall comply with all Federal and State laws, and TROY's Code of Ordinances. THS shall comply with all permit and licensing requirements, including, but not limited to, acquiring any permits or licenses required under those laws.

32. **NON-DISCRIMINATION.** THS shall not discriminate in the hiring of any employees or contractors, in its use of volunteers or in its use of the Premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, familial relationship, political orientation or any other illegal basis.

33. **GOVERNMENTAL IMMUNITY.** By entering into this Agreement, TROY in no way gives up its right to claim governmental immunity or any other defense provided to governmental entities under Federal or State law, on behalf of itself, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of TROY, its boards, commissions and/or authorities, or board members, employees, and volunteers.

34. **SECTION HEADINGS.** The Section headings contained in this Agreement have been inserted only as a matter of convenience and for reference and will not be construed to define, limit or describe the scope or intent of any provision of this Agreement.

35. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Oakland County Circuit Court, Michigan.

36. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

WITNESSES:

CITY OF TROY:

a Michigan Municipal Corporation

By: _____
Dane Slater, Mayor

By: _____
Aileen Dickson, City Clerk

WITNESSES:

TROY HISTORICAL SOCIETY,

a Michigan Non-Profit Corporation

By: _____
Judith A. Iceman

Title: President

BLOOMFIELD 99998-244 1614411v3

EXHIBIT 1

**Troy Historical Society
Mission, Vision, Values
Approved 2013**

Mission Statement

The Troy Historical Society stimulates discovery and cultivates life-long appreciation of history by sharing and preserving heritage through creative, meaningful experiences that engage our stakeholders.

Values

The Troy Historical Society will provide a welcoming environment that:

- **Engages** visitors and stakeholders in positive learning experiences and social interactions;
- **Respects** the significance of history as we seek knowledge, understanding, and relevance in our lives;
- **Recognizes** the importance of archival and material collections as social objects and catalysts for sharing information and ideas;
- **Embraces** innovation and encourages passion and creativity in our work;
- **Encourages** the objective analysis, civil discussion, and evaluation of controversial issues;
- **Promotes** a culture of stewardship where all adhere to the highest standards of historic preservation, manage resources with integrity and transparency, and treat all stakeholders with dignity and respect.

Vision

Our 2020 Vision for the Troy Historic Village

- The Troy Historic Village embraces and supports four key characteristics:
 - PRESERVATION, PRESENTATION, and ACCESS to historical artifacts, archives, and resources;
 - EDUCATION of visitors and key stakeholder groups;
 - ECONOMIC DEVELOPMENT for the City of Troy and region;
 - COMMUNITY DEVELOPMENT for social interaction and open community dialogue on issues of importance.

- The Village provides an exciting and dynamic visitor experience, including hands-on interactions; new technologies for information and education; convenient hours; and attentive, friendly, and knowledgeable staff and volunteers.
- The Village makes history come alive and meaningful to everyone. Our facilities, artifacts, resources serve as valuable social tools for the community, facilitating active discussion, interaction, and human connectedness.
- The Village's programs and services are extensive and diverse, attractive to all age groups, ethnic backgrounds, and educational interests.
- The Village is widely known throughout southeast Michigan as an exciting cultural destination and serves as an economic development resource for the City of Troy. It is a unique community resource in attracting new businesses and employees.
- The Village's diverse program and service offerings, well managed and governed operations, high visitor and customer volumes, and well-supported fund development and investment efforts ensure that the Village is financially viable and self-sustaining for the long term.

Our 2020 Vision for the Troy Historical Society

- Board of Trustees and Committee members serve as ambassadors for the Troy Historic Village and are fully engaged in their communities including government, service clubs, business groups, and other organizations.
- Board of Trustees and Committee members actively share information about the Village, and enlist financial and volunteer support for programs and services that make history come alive.
- Board of Trustees members provide professional and technical guidance in the governance of Village operations, and reflect a wide diversity of skills, experience, ethnic and racial composition, and perspectives.
- Board of Trustees and Committee members establish and actively support a healthy and robust fund development effort that sustains the Village and completes all site development projects, including a barn and visitors center.
- Troy Historical Society members are also Villagers who use access to the human and material resources at the Troy Historic Village to expand their knowledge and understanding of history and who appreciate the significance of cultural heritage in their lives.

EXHIBIT 2

Troy Historic Village
Legal Descriptions

60 W. Wattles Road

Troy Historic Village:

Parcel ID: 88-20-16-478-035

T2N, R11E, SEC 16 LAKEWOOD SUB LOT 89 TO 92 INCL, ALSO LOTS 131 TO 134 INCL EXC S 27 FT
TAKEN FOR RD, ALSO N 30.75 FT OF LOT 138, ALSO LOTS 139 TO 142 INCL, EXC E 27 FT TAKEN
FOR LIVERNOIS RD 11-15-94 FR 028 & 030

Plus

100 W. Wattles Road:

T2N, R11E, SEC 16 LAKEWOOD SUB LOT 130 EXC S 27 FT TAKEN FOR WATTLES RD

Plus

109 Lange:

T2N, R11E, SEC 16 LAKEWOOD SUB LOT 93

EXHIBIT 3

Inventory of Troy Historic Village Furnishings- 2011, Updated 2016

Category	Description (Unless noted all measurements are in inches)	Quantity	
Desks	Metal office desks, Formica tops, 52 x 40	6	
	Corner (wrap around) desk units with 3-drawer base units	2	
	Old wood desk, 54 x 30	1	
Tables	Computer tables (sizes range from 38 x 24 to 60 x 36)	7	
	Conference tables, 96 x 44	2	
	Card table	1	
	Work tables, 24 x 60	2	
	Work table, adjustable, 48 x 24	1	
	6 foot banquet tables	8	
	8 foot banquet tables	8	
	School tables, 72 x 18	10	
	8 foot folding tables (very old metal and particle board)	9	
	Work bench, 72 x 36	1	
	Round table (misc. for display)	1	
	Chairs	High backed office chairs	9
		Conference room chairs (upholstered with arms)	10
		General use chairs (upholstered no arms)	12
Misc. office and computer chairs		12	
Old kitchen chairs (Naugahyde-vinyl)		10	
Wooden folding chairs		40	
File cabinets	2 drawer letter	8	
	3 drawer legal	1	
	4 drawer letter	1	
	4 drawer legal	2	
	4 drawer legal (archive)	9	

	5 drawer	1
	2 drawer lateral	2
	4 drawer lateral	6
	Map drawer (archive)	2
Cabinetry	Wooden bookcases with glass doors, 52 x 40 x 24	3
	Bookshelf units with shelves and cupboards, 42 x 29	3
	Glass display cases, 75 x 60 x 24	1
	Glass display cases, 60 x 42 x 22	1
	Glass display cases, 48 x 40 x 20	2
	Old wooden display cases, 64 x 25 x 25	1
	Old wooden display cases, 64 x 75 x 25	1
	Old wooden display cases, 36 x 75 x 25	2
	Magazine and pamphlet holder, 19 x 42 x 12	1
	Upright player piano (Bush and Gerts, Chicago)	1
	Toy chests	2
	Child's table and chair set	1
	Wooden chest (lobby)	1
	Antique table (lobby)	1
	Vintage chair (lobby)	1
Storage Units	Mobile Storage Units	7
	Metal storage cabinets , 76 x 36 x 18	4
	Rubbermaid AV carts	2
	Large AV stand	1
	Industrial shelf units (metal with ¾" particle board shelves) collections storage	67
	Metal utility shelf units, 74 x 36 x 18	16
	Small metal shelf units, various sizes generally 36 x 30 x 18	10
	Mini library shelf units, 84 x 36 x 12	6

Revised March 10, 2011

Outdoor	Picnic tables	13-12
	Cast iron and wood park benches	7
	Ash park benches	7
	Oak trash barrels with vinyl liners and wooden lids	6
	Metal trash barrels	2
Audio visual and IT	Carvin 400 sound stage system (2 amplifiers with one microphone)	1
	TV, portable, Montgomery Ward	1
	TV/VCR, small portable, Toshiba	1
	TV, portable Sharp	1
	Panasonic VHS player	1
	Samsung DVD/VHS Player	1
	Sony Audio Visual Control Center	1
	Kodak Carousel Projector	1
	Sanyo Transcribing tape recorder	1
	Olympus C-7070 Wide Zoom digital camera	1
	Projection Screen	1
	hp scanjet 8200 scanner for archive	1
	hp Deskjet 6540 color inkjet printer	1
	Brother Intellifax 2920 fax machine	1
	Epson EMP-811p LCD projector with travel case	1
	Epson LCD projector ceiling mounted in church	1
Appliances	Kenmore refrigerator (donated)	1
	Kenmore stove (donated)	1
	Old upright freezer (donated for collections treatment)	1
	Microwave ovens (donated)	2
Office Machines	Fellows PS77C shredder	1
	Holmes Hepe Dehumidifiers	6

Revised March 10, 2011

	Nilfisk Hepa vacuum cleaners for collections areas	5
	Utility lights on stands	3
	IBM Personal Wheelwriter 2 typewriter	1
	TBS paraffin Pot	1
	Sharp EL-1750PIII adding machines	2
	Oscillating floor fans	4
Miscellaneous	Portable, collapsible easels	3
	Bulletin boards- framed cork	10
	Bulletin Boards- fabric covered	2
	Hat Tree	1
	Wheelchair	1
	Chest coolers	3
	Coffee urns	3
	Bunn Coffee maker	1
	Flexi display units	4
	Imagine Banner with stand	1
	Display Manikins	7
	Kinder Timber log cabin (activity set for children)	1
	Interior Christmas decorations for each building	

Items with strikethrough:

- Stopped working and were replaced by THS
- Were obsolete, worn beyond use, or broken and were disposed of through Building Operations

EXHIBIT 4



[Click here to print](#)

Code of Ethics for Museums

Introduction

Ethical codes evolve in response to changing conditions, values, and ideas. A professional code of ethics must, therefore, be periodically updated. It must also rest upon widely shared values. Although the operating environment of museums grows more complex each year, the root value for museums, the tie that connects all of us together despite our diversity, is the commitment to serving people, both present and future generations. This value guided the creation of and remains the most fundamental principle in the following *Code of Ethics for Museums*.

Code of Ethics for Museums

Museums make their unique contribution to the public by collecting, preserving, and interpreting the things of this world. Historically, they have owned and used natural objects, living and nonliving, and all manner of human artifacts to advance knowledge and nourish the human spirit. Today, the range of their special interests reflects the scope of human vision. Their missions include collecting and preserving, as well as exhibiting and educating with materials not only owned but also borrowed and fabricated for these ends. Their numbers include both governmental and private museums of anthropology, art history and natural history, aquariums, arboreta, art centers, botanical gardens, children's museums, historic sites, nature centers, planetariums, science and technology centers, and zoos. The museum universe in the United States includes both collecting and noncollecting institutions. Although diverse in their missions, they have in common their nonprofit form of organization and a commitment of service to the public. Their collections and/or the objects they borrow or fabricate are the basis for research, exhibits, and programs that invite public participation.

Taken as a whole, museum collections and exhibition materials represent the world's natural and cultural common wealth. As stewards of that wealth, museums are compelled to advance an understanding of all natural forms and of the human experience. It is incumbent on museums to be resources for humankind and in all their activities to foster an informed appreciation of the rich and diverse world we have inherited. It is also incumbent upon them to preserve that inheritance for posterity.

Museums in the United States are grounded in the tradition of public service. They are organized as public trusts, holding their collections and information as a benefit for those they were established to serve. Members of their governing authority, employees, and volunteers are committed to the interests of these beneficiaries. The law provides the basic framework for museum operations. As nonprofit institutions, museums comply with applicable local, state, and federal laws and international conventions, as well as with the specific legal standards governing trust responsibilities. This *Code of Ethics for Museums* takes that compliance as given. But legal standards are a minimum. Museums and those responsible for them must do more than avoid legal liability; they must take affirmative steps to maintain their integrity so as to warrant public confidence. They must act not only legally but also ethically. This *Code of Ethics for Museums*, therefore, outlines ethical standards that frequently exceed legal minimums.

Loyalty to the mission of the museum and to the public it serves is the essence of museum work, whether volunteer or paid. Where conflicts of interest arise — actual, potential, or perceived — the duty of loyalty must never be compromised. No individual may use his or her position in a museum for personal gain or to benefit another at the expense of the museum, its mission, its reputation, and the society it serves.

For museums, public service is paramount. To affirm that ethic and to elaborate its application to their governance, collections, and programs, the American Association of Museums promulgates this *Code of Ethics for Museums*. In subscribing to this code, museums assume responsibility for the actions of members of their governing authority, employees, and volunteers in the performance of museum-related duties. Museums, thereby, affirm their chartered purpose, ensure the prudent application of their resources, enhance their effectiveness, and maintain public confidence. This collective endeavor strengthens museum work and the contributions of museums to society — present and future.

Governance

Museum governance in its various forms is a public trust responsible for the institution's service to society. The governing authority protects and enhances the museum's collections and programs and its physical, human, and financial resources. It ensures that all these resources support the museum's mission, respond to the pluralism of society, and respect the diversity of the natural and cultural common wealth.

Thus, the governing authority ensures that:

- all those who work for or on behalf of a museum understand and support its mission and public trust responsibilities
- its members understand and fulfill their trusteeship and act corporately, not as individuals
- the museum's collections and programs and its physical, human, and financial resources are protected, maintained, and developed in support of the museum's mission
- it is responsive to and represents the interests of society
- it maintains the relationship with staff in which shared roles are recognized and separate responsibilities respected
- working relationships among trustees, employees, and volunteers are based on equity and mutual respect
- professional standards and practices inform and guide museum operations
- policies are articulated and prudent oversight is practiced
- governance promotes the public good rather than individual financial gain.

Collections

The distinctive character of museum ethics derives from the ownership, care, and use of objects, specimens, and living collections representing the world's natural and cultural common wealth. This stewardship of collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility, and responsible disposal.

Thus, the museum ensures that:

- collections in its custody support its mission and public trust responsibilities
- collections in its custody are lawfully held, protected, secure, unencumbered, cared for, and preserved
- collections in its custody are accounted for and documented
- access to the collections and related information is permitted and regulated
- acquisition, disposal, and loan activities are conducted in a manner that respects the protection and preservation of natural and cultural resources and discourages illicit trade in such materials
- acquisition, disposal, and loan activities conform to its mission and public trust responsibilities
- disposal of collections through sale, trade, or research activities is solely for the advancement of the museum's mission. Proceeds from the sale of nonliving collections are to be used consistent with the established standards of the museum's discipline, but in no event shall they be used for anything other than acquisition or direct care of collections.
- the unique and special nature of human remains and funerary and sacred objects is recognized as the basis of all decisions concerning such collections
- collections-related activities promote the public good rather than individual financial gain
- competing claims of ownership that may be asserted in connection with objects in its custody should be handled openly, seriously, responsively and with respect for the dignity of all parties involved.

Programs

Museums serve society by advancing an understanding and appreciation of the natural and cultural common wealth through exhibitions, research, scholarship, publications, and educational activities. These programs further the museum's mission and are responsive to the concerns, interests, and needs of society.

Thus, the museum ensures that:

- programs support its mission and public trust responsibilities
- programs are founded on scholarship and marked by intellectual integrity

- programs are accessible and encourage participation of the widest possible audience consistent with its mission and resources
- programs respect pluralistic values, traditions, and concerns
- revenue-producing activities and activities that involve relationships with external entities are compatible with the museum's mission and support its public trust responsibilities
- programs promote the public good rather than individual financial gain.

Promulgation

This *Code of Ethics for Museums* was adopted by the Board of Directors of the American Association of Museums on November 12, 1993. The AAM Board of Directors recommends that each nonprofit museum member of the American Association of Museums adopt and promulgate its separate code of ethics, applying the *Code of Ethics for Museums* to its own institutional setting.

A Committee on Ethics, nominated by the president of the AAM and confirmed by the Board of Directors, will be charged with two responsibilities:

- establishing programs of information, education, and assistance to guide museums in developing their own codes of ethics
- reviewing the *Code of Ethics for Museums* and periodically recommending refinements and revisions to the Board of Directors.

Afterword

In 1987 the Council of the American Association of Museums determined to revise the association's 1978 statement on ethics. The impetus for revision was recognition throughout the American museum community that the statement needed to be refined and strengthened in light of the expanded role of museums in society and a heightened awareness that the collection, preservation, and interpretation of natural and cultural heritages involve issues of significant concern to the American people.

Following a series of group discussions and commentary by members of the AAM Council, the Accreditation Commission, and museum leaders throughout the country, the president of AAM appointed an Ethics Task Force to prepare a code of ethics. In its work, the Ethics Task Force was committed to codifying the common understanding of ethics in the museum profession and to establishing a framework within which each institution could develop its own code. For guidance, the task force looked to the tradition of museum ethics and drew inspiration from AAM's first code of ethics, published in 1925 as *Code of Ethics for Museum Workers*, which states in its preface:

Museums, in the broadest sense, are institutions which hold their possessions in trust for mankind and for the future welfare of the [human] race. Their value is in direct proportion to the service they render the emotional and intellectual life of the people. The life of a museum worker is essentially one of service.

This commitment to service derived from nineteenth-century notions of the advancement and dissemination of knowledge that informed the founding documents of America's museums. George Brown Goode, a noted zoologist and first head of the United States National Museum, declared in 1889:

The museums of the future in this democratic land should be adapted to the needs of the mechanic, the factory operator, the day laborer, the salesman, and the clerk, as much as to those of the professional man and the man of leisure. . . . In short, the public museum is, first of all, for the benefit of the public.

John Cotton Dana, an early twentieth-century museum leader and director of the Newark Museum, promoted the concept of museum work as public service in essays with titles such as "Increasing the Usefulness of Museums" and "A Museum of Service." Dana believed that museums did not exist solely to gather and preserve collections. For him, they were important centers of enlightenment.

By the 1940s, Theodore Low, a strong proponent of museum education, detected a new concentration in the museum profession on scholarship and methodology. These concerns are reflected in *Museum Ethics*, published by AAM in 1978, which elaborated on relationships among staff, management, and governing authority.

During the 1980s, Americans grew increasingly sensitive to the nation's cultural pluralism, concerned about the global environment, and vigilant regarding the public institutions. Rapid technological change, new public policies relating to nonprofit corporations, a troubled educational system, shifting patterns of private and public wealth, and increased

financial pressures all called for a sharper delineation of museums' ethical responsibilities. In 1984 AAM's Commission on Museums for a New Century placed renewed emphasis on public service and education, and in 1986 the code of ethics adopted by the International Council of Museums (ICOM) put service to society at the center of museum responsibilities. ICOM defines museums as institutions "in the service of society and of its development" and holds that "employment by a museum, whether publicly or privately supported, is a public trust involving great responsibility."

Building upon this history, the Ethics Task Force produced several drafts of a Code of Ethics for Museums. These drafts were shared with the AAM Executive Committee and Board of Directors, and twice referred to the field for comment. Hundreds of individuals and representatives of professional organizations and museums of all types and sizes submitted thoughtful critiques. These critiques were instrumental in shaping the document submitted to the AAM Board of Directors, which adopted the code on May 18, 1991. However, despite the review process, when the adopted code was circulated, it soon became clear that the diversity of the museum field prevented immediate consensus on every point.

Therefore, at its November 1991 meeting, the AAM Board of Directors voted to postpone implementation of the Code of Ethics for at least one year. At the same meeting an Ethics Commission nominated by the AAM president was confirmed. The newly appointed commission — in addition to its other charges of establishing educational programs to guide museums in developing their own code of ethics and establishing procedures for addressing alleged violations of the code — was asked to review the code and recommend to the Board changes in either the code or its implementation.

The new Ethics Commission spent its first year reviewing the code and the hundreds of communications it had generated, and initiating additional dialogue. AAM institutional members were invited to comment further on the issues that were most divisive — the mode of implementation and the restrictions placed on funds from deaccessioned objects. Ethics Commission members also met in person with their colleagues at the annual and regional meetings, and an ad hoc meeting of museum directors was convened by the board president to examine the code's language regarding deaccessioning.

This process of review produced two alternatives for the board to consider at its May meeting: (1) to accept a new code developed by the Ethics Commission, or (2) to rewrite the sections of the 1991 code relating to use of funds from deaccessioning and mode of implementation. Following a very lively and involved discussion, the motion to reinstate the 1991 code with modified language was passed and a small committee met separately to make the necessary changes.

In addition, it was voted that the Ethics Commission be renamed the Committee on Ethics with responsibilities for establishing information and educational programs and reviewing the Code of Ethics for Museums and making periodic recommendations for revisions to the board. These final changes were approved by the board in November 1993 and are incorporated into this document, which is the AAM *Code of Ethics for Museums*.

Each nonprofit museum member of the American Association of Museums should subscribe to the AAM *Code of Ethics for Museums*. Subsequently, these museums should set about framing their own institutional codes of ethics, which should be in conformance with the AAM code and should expand on it through the elaboration of specific practices. This recommendation is made to these member institutions in the belief that engaging the governing authority, staff, and volunteers in applying the AAM code to institutional settings will stimulate the development and maintenance of sound policies and procedures necessary to understanding and ensuring ethical behavior by institutions and by all who work for them or on their behalf.

With these steps, the American museum community expands its continuing effort to advance museum work through self-regulation. The *Code of Ethics for Museums* serves the interests of museums, their constituencies, and society. The primary goal of AAM is to encourage institutions to regulate the ethical behavior of members of their governing authority, employees, and volunteers. Formal adoption of an institutional code promotes higher and more consistent ethical standards. To this end, the Committee on Ethics will develop workshops, model codes, and publications. These and other forms of technical assistance will stimulate a dialogue about ethics throughout the museum community and provide guidance to museums in developing their institutional codes.

EXHIBIT 5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER Complete Sample Certificate	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED Complete	INSURER A: XYZ Company INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> City of Troy - additional insured see below <input checked="" type="checkbox"/> Annual Contract Aggregate Limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG. \$ 1,000,000
X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	UMBRELLA LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				\$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0003	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ASSUMED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Additional insured under General Liability - City of Troy including all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers on ISO form B or broader.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE
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