

**FIRST AMENDMENT TO
ART INSTITUTE SERVICES AGREEMENT BETWEEN
THE WAYNE COUNTY ART INSTITUTE AUTHORITY AND
DETROIT INSTITUTE OF ARTS, INC.**

This first amendment ("First Amendment") to the Art Institute Services Agreement ("Agreement") between the Wayne County Art Institute Authority, a Michigan public body corporate (the "Authority") organized pursuant to Articles of Incorporation filed by the County of Wayne, a Michigan municipal corporation ("Wayne County"), and Detroit Institute of Arts, Inc., a Michigan not-for-profit corporation (the "DIA"), is adopted by the Authority and the DIA.

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

WHEREAS, the support of the citizens of Wayne 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 the Agreement, which went into effect on April 1, 2024.

WHEREAS, the Authority and the DIA desire to clarify one section of the Agreement to fully and transparently reflect the agreement and understanding between the Authority and the DIA.

WHEREAS, all capitalized terms used but not defined in the First Amendment are defined in the Agreement.

NOW, THEREFORE, the Authority and the DIA agree that the Agreement is amended as follows effective May 13, 2024:

1. The last paragraph of Section 2.4B is amended and replaced in its entirety by the following:

The DIA will set aside an annual transportation and programming allocation of at least \$250,000 to support the In-Museum Field Trip and In-School K-12 Programs for Wayne County schools, which may be used to fund transportation, materials, staff, mileage, contracts and other program costs, with the goal of serving 26,000 Wayne County students.

2. Other than as set forth in this First Amendment, the Agreement shall remain in full force and effect.

3. This First Amendment constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

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

WITNESSES:

**DETROIT INSTITUTE OF ARTS,
INC.**

By: Julie McFarland

Its: Executive Director, Public
Affairs & Community Engagement.

WITNESSES:

**WAYNE COUNTY ART INSTITUTE
AUTHORITY**

By: Elizabeth L. Mesivoss

Its: Chair of Wayne County Art Authority