



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** October 3, 2016

**MEMO TO:** Craig Taylor, Chair  
Education, Cultural Resources and Public Affairs Committee

S. Michael Rummel, Chair  
Finance and Administrative Committee

**FROM:** Alex Ty Kovach  
Executive Director

**RECOMMENDATION:** Recommend Approval of a Resolution (1) Amending the Lake County Discovery Museum’s Collections Policy, (2) Approving a Letter Agreement with Leonard A. Lauder, and (3) Approving the Donation of the Curt Teich Postcard Archives Collection and the Supporting Endowment to the Newberry Library, Chicago, Illinois.

**STRATEGIC DIRECTIONS SUPPORTED:** Organizational Sustainability; Public Access and Connections; and Communication, Education, and Outreach

**FINANCIAL DATA:** Transferring ownership of the Curt Teich Postcard Archives Collection will reduce construction costs of the District’s new Collections Care Facility by an estimated \$800,000. One full time position (currently vacant) can be eliminated resulting in a salary and benefits savings of approximately \$95,000 annually. Data storage costs will be reduced by an estimated \$10,000 annually and an estimated \$30,000 in future software and hardware upgrades will be saved. Annual revenue loss from the Curt Teich Postcard Archives will be \$12,000.

**BACKGROUND:** The Lake County Forest Preserve District owns and operates the Lake County Discovery Museum (“Museum”). The District has approved “Collection Policies” for the Museum, governing, among other matters, the Museum’s acquisition and disposition (i.e., de-accession) of exhibits, artifacts, and other materials (the “Collections Policy”). The District owns a collection of postcards and related materials known as the “Curt Teich Postcard Archives Collection” (“Teich Archives”). The Teich Archives includes donations from many sources, including a donation of postcards from Leonard A. Lauder (the “Lauder Collection”). Mr. Lauder donated the Lauder Collection to the District pursuant to a pledge agreement that generally prohibits the District from de-accessioning the Lauder Collection (the “Pledge Agreement”).

As the District moves forward with the planned relocation of the Museum from Lakewood Forest Preserve to the General Offices, it has been recommended that the Museum’s collections should focus on the people, places, and events of Lake County, Illinois. De-accessioning the Teich Archives would be consistent with this focus and, as stated in the Financial Data above, would result in significant savings to the District.

On April 4, 2016 staff received policy direction to negotiate an agreement with the Newberry Library, Chicago, Illinois (Newberry Library) to donate the Teich Archives and supporting endowment to the Newberry Library.

District staff has negotiated a deed of gift with the Newberry Library that would donate the Teich Archives to the Newberry Library according to the following terms and conditions:

- the District would donate the Teich Archives, including the collection database and relevant digital and paper files, and any copyright or other intellectual property rights owned by the District related to the Teich Archives
- the District would convey the endowment held on behalf of the Teich Archives
- the Teich Archives would be made available by the Newberry Library to the public for research according to the Newberry Library's policies
- the Newberry Library would name the Teich Archives "The Curt Teich Postcard Archives Collections" and would refer to them as such in printed and online publications, catalog records, finding aids, and exhibition labels produced by the Newberry Library
- each time items from the Teich Archives are loaned, exhibited, or reproduced by or with permission of the Newberry Library, credit shall also be given to the District as the donor
- funds realized (net) from the sale of reproduction rights or duplicate materials from the Teich Archives will be used to augment, support, and enhance the Teich Archives
- the Newberry Library would agree to transfer, at its expense, the Teich Archives from its current locations within six months of the approval of the Deed of Gift

In addition, staff has negotiated an agreement with Mr. Lauder, pursuant to which he will allow the District to donate the Lauder Collection (as part of the Teich Archives) to the Newberry Library.

The attached Resolution includes three different, but necessarily related, approvals: (1) approval of an amended Collections Policy that re-focuses the Museum's mission on Lake County history and allows de-accession of the Teich Archives, (2) approval of a Letter Agreement with Mr. Lauder to allow the donation of the Lauder Collection (as part of the Teich Archives) to the Newberry Library, and (3) approval of a Deed of Gift donating the Teich Archives and transferring the endowment for the Teich Archives to the Newberry Library.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Director of Education, Director of Public Affairs and Development, Superintendent of Educational Facilities, Corporate Counsel.

**PRESENTER:** Alex Ty Kovach

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE        )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR OCTOBER MEETING  
OCTOBER 11, 2016**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **EDUCATION, CULTURAL RESOURCES AND PUBLIC AFFAIRS COMMITTEE AND FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith “A Resolution Amending the Lake County Discovery Museum’s Collections Policy, Approving an Agreement with Leonard A. Lauder, and Approving the Donation of the Curt Teich Postcard Archives Collection to the Newberry Library,” and request its adoption.

**EDUCATION, CULTURAL RESOURCES AND PUBLIC AFFAIRS COMMITTEE:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_  
 Voice Vote Majority Ayes; Nays: \_\_\_\_

**FINANCE AND ADMINISTRATIVE COMMITTEE:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_  
 Voice Vote Majority Ayes; Nays: \_\_\_\_

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AMENDING  
THE LAKE COUNTY DISCOVERY MUSEUM’S COLLECTIONS POLICY,  
APPROVING AN AGREEMENT WITH LEONARD A. LAUDER, AND APPROVING  
THE DONATION OF THE CURT TEICH POSTCARD ARCHIVES COLLECTION TO  
THE NEWBERRY LIBRARY**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) operates the Lake County Discovery Museum (the “Museum”); and

**WHEREAS**, in 1982, the District acquired the industrial postcard archive of the Curt Teich Company of Chicago and the Curt Teich Family Papers (the “Original Archives”); and,

**WHEREAS**, since that time, the District has continued to add postcards and other items to the Original Archives, forming the current Curt Teich Postcard Archives Collection, which is owned by the District and exhibited and housed in the Museum and at the District’s General Offices (the “Teich Archives”); and,

**WHEREAS**, the Teich Archives includes donations from many sources, including a donation of postcards from Leonard A. Lauder (the “Lauder Collection”) pursuant to a pledge agreement that generally prohibits the District from de-accessioning the Lauder Collection (the “Pledge Agreement”); and

**WHEREAS**, the District has approved collection policies for the Museum, governing, among other matters, the Museum’s acquisition and disposition of exhibits, artifacts, and other materials (the “Collections Policy”); and

**WHEREAS**, the District is currently in the process of relocating the Museum from Lakewood Forest Preserve to the District’s General Offices and, in conjunction with that relocation, it is in the District’s best interests to re-focus the Museum’s collections on the people, places, and events of Lake County and to reduce storage and operating costs; and

**WHEREAS**, consistent with the goals of re-focusing the Museum’s collections on the people, places, and events of Lake County and reducing storage and operating costs, it is in the best interests and serves the purposes of the District to approved an amended Collections Policy in substantially the form attached hereto as Exhibit A, that would, *inter alia*, allow the District to de-access the Teich Archives and other Donated Material (as defined herein) (the “Amended Collections Policy”); and

**WHEREAS**, consistent with the goals of re-focusing the Museum’s collections on the people, places, and events of Lake County and reducing storage and operating costs, the District staff, at the direction of the Education, Cultural Resources and Public Affairs Committee and the Finance and Administrative Committee, has negotiated a deed of gift with the Newberry Library, Chicago, Illinois (the “Newberry Library”), in substantially the form attached hereto as Exhibit B (the “Deed of Gift”), pursuant to which the District would donate to the Newberry Library the Teich Archives, the endowment for the Teich Archives, and other related material, all of which is defined in the Deed of Gift, and referred to herein, as the “Donated Material”; and

**WHEREAS**, District staff has negotiated a letter agreement with Leonard A. Lauder, pursuant to which Mr. Lauder would allow the donation of the Lauder Collection (as part of the Donated Material) to the Newberry Library, in substantially the form attached hereto as Exhibit C (the “Lauder Letter Agreement”); and

**WHEREAS**, it is in the best interests and serves the purposes of the District to (i) approve the Amended Collections Policy, so that it may de-access the Donated Material, (ii) approve the Lauder Letter Agreement, allowing the District to donate the Lauder Collection (as part of the Donated Material) to the Newberry Library, and (iii) donate the Donated Material to the Newberry Library in accordance with and subject to the Deed of Gift; and

**WHEREAS**, the Board of Commissioners hereby finds that the Donated Material is no longer necessary, useful to, or for the best interests of the District; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

**Section 1. Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2. Approval of Amended Collections Policy.** The Amended Collections Policy is hereby approved in substantially the form attached hereto as Exhibit A.

**Section 3. Approval of Lauder Letter Agreement.** The Lauder Letter Agreement is hereby approved in substantially the form attached hereto as Exhibit C. The District President is hereby authorized and directed to execute the Lauder Letter Agreement on behalf of the District in substantially the form attached hereto as Exhibit C.

**Section 4. Approval of Deed of Gift.** The Deed of Gift is hereby approved in substantially the form attached hereto as Exhibit B. The District President and Secretary are hereby authorized and directed to execute and attest to the Deed of Gift in substantially the form attached hereto as Exhibit B and to take, or to cause other District employees and representatives to take, such action as may be necessary to donate the Donated Material to the Newberry Library.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

EXHIBIT A

**COLLECTION POLICIES**  
**LAKE COUNTY DISCOVERY MUSEUM**

Approved by the Lake County Forest Preserve District  
Board of Commissioners  
November 10, 2009  
Amended October 11, 2016

# EXHIBIT A

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# EXHIBIT A

## Section 1

### ***Statement of Purpose***

The Lake County Discovery Museum (“Museum”) operates as part of the Education Department of the Lake County Forest Preserve District (the “District”). The District was established pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/0.001, *et seq.* and, pursuant to such Act, is authorized to own and operate museums. The Museum was originally established as the “Lake County Historical Museum” by resolution of the Lake County Board of Supervisors in 1965; the Museum officially opened to the public in 1976. In 1976, the County transferred all operational and management responsibilities for the Museum to the District. In 1989, the County conveyed all Museum artifacts and archives to the District.

The Museum is a public educational institution devoted to preserving history through its collections and the presentation of inspiring exhibitions. The Museum interprets the people, places and events of Lake County, Illinois through research and programming.

The District recognizes that it holds the Museum collections in the public trust and is committed to maintaining professional standards as set forth by the American Alliance of Museums. The District recognizes its responsibility to plan for the growth, development, care, and use of Museum collections and to protect such collections from loss due to deterioration, mismanagement or indiscriminate dispersal.



## **Section 2**

### ***Collections Policy***

#### **I. Scope of Collections**

- A. The Museum collects material culture representing the people, places and events of Lake County, Illinois.
- B. The Museum may also develop and maintain collections of historical materials not related to Lake County whose acquisition would significantly enhance the professional standing of the Museum without hindering its mission.

# EXHIBIT A

## II. Description of Collections

The Lake County Discovery Museum maintains the following collections:

### A. Primary Collections

1. Artifacts. The artifact collections shall be for preservation, scholarly research, and exhibition. The artifacts shall consist of materials having significant historical relevance to Lake County.
2. Lake County History Archives. The Lake County History Archives includes bound volumes, photographs, postcards, manuscripts, diaries, maps, and related material documenting Lake County's past.

### B. Museum Library

The Museum's library contains materials related to Lake County's history, Illinois history, exhibition development, copyright law, preservation of photographs and ephemera, and Museum collections.

### C. Education Collections

The Museum's education division maintains a small collection of duplicate, lesser quality, or reproduction items for the purpose of demonstration.

# EXHIBIT A

## III. Collecting Objectives

### A. Policy

The collections of the Museum are of regional, national and international significance and are used for educational and research purposes. The Museum recognizes the importance of procuring new materials to improve the quality of its exhibitions, research capabilities, and educational activities.

Equally important is the obligation of the Museum to preserve and maintain its collections. Physical space limitations and other variables require selective acquisition of relevant and quality materials.

### B. Procedure

The Museum's administration and collections staff shall establish objectives for developing and maintaining collections. The objectives shall be reviewed and established annually. In general, acquisition priorities are as follows:

1. Artifacts with a distinct relationship to Lake County, Illinois
2. Artifacts that strengthen established collection areas
3. Education
4. Exhibition
5. Artifacts of a general nature that are within the broad area of interest of the museum as outlined by its scope.

Strengthening of collections may require the selective elimination of items (i.e., deaccession) to allow better utilization of resources, both human and financial. The process for deaccession is set forth in Section V. The staff shall prepare, when appropriate, an acquisitions and deaccession list for meeting stated objectives.

# EXHIBIT A

## IV. Acquisition

### A. Policy

#### 1. Acquisition Criteria

Historical materials will be accepted into the Museum's permanent collections, according to the following guidelines:

- a. The materials collected must be within the collecting scope of the Museum and relevant to its mission.
- b. The Museum must be able to store, preserve, and maintain artifacts according to professionally accepted standards.
- c. The materials must be legally acquirable according to the principle of historic preservation as observed in the museum profession.
- d. The materials must be free from donor restriction on their use, transfer, or disposal, or otherwise unencumbered as to the limit of their usefulness to the stated mission of the Museum.
- e. Appropriate documents of transfer must be obtainable at the time of acquisition.
- f. Foreseeable future use of the artifact.
- g. Satisfactory information about/provenance of the artifact.

#### 2. Authority to acquire

All new acquisitions will be reviewed by the Museum's Collections Committee (see below) and approved by the Superintendent of Educational Facilities. Once approved by the Committee and the Superintendent, a recommendation will be made to (i) the District's Education, Cultural Resources and Public Affairs Committee for approval, if the acquisition requires a purchase less than or equal to \$25,000 or (ii) the District's Board of Commissioners for approval if the acquisition requires a purchase exceeding \$25,000. Staff shall not commit the Museum to accept any artifact(s) without the required approvals.

#### Collections Committee

The Museum's Collections Committee is comprised of the Superintendent of Educational Facilities, the Exhibitions and Collections Manager, the Education Manager, the Curator and the Registrar.

### B. Procedures

#### 1. Means of acquisitions

# EXHIBIT A

The Museum may acquire artifacts through donation, purchase, exchange, abandonment, or other appropriate means. Primarily, the Museum acquires artifacts through donation. However, to fulfill a specific exhibition requirement or strengthen an existing collection, artifacts may be purchased. When purchasing artifacts staff will adhere to the District's Purchasing Policies and Requirements Ordinance.

## 2. Care and maintenance

Because of its responsibility to maintain collections for the benefit of the public, the Museum will acquire only those materials that can be protected from deterioration caused by light, fluctuation in temperature and relative humidity, dust and dirt, vermin, and excessive or careless handling. (See also section VIII Collections Management.)

## 3. Potential future use

The Museum acquires artifacts to enhance its stated mission, not for the sake of acquisition. Artifacts that have little foreseeable use for exhibition, research, exchange, or sale will not be accepted.

## 4. Conditions of Gifts to the Museum

Generally, when an owner or his agent executes a deed of gift or similar instrument ("Deed of Gift"), the owner permanently conveys to the District and its successors the interests set forth in the Deed of Gift, but in any event, not less than all of the owner's rights, title, interest, and copyright to the property listed on the Deed of Gift.

Generally, in the case of photographs, letters or manuscripts, paintings or drawings, etc., the owner or agent signing on the face of the Deed of Gift transfers to the District as a gift, or for value received, all the signer's rights, title and interest in the photographs, paintings or drawings, letters or manuscripts, etc., described on the Deed of Gift including any copyright therein together with the right to copyright any of them for and on behalf of the District, unless it is specifically exempted on the Deed of Gift. Further clarifications include:

- a. Items given to the Museum may not be reclaimed by the donor or his heirs.
- b. Items may not be accepted with the understanding they will be exhibited permanently.
- c. Items may not be accepted with the understanding they be kept or retained by the Museum permanently. (See Section V Deaccession Policy.)
- d. Collections of items may not be accepted with the understanding they will be kept together or exhibited as a unit.
- e. Donated items may be copied or reproduced by or for the Museum for sale or distribution for the benefit of the Museum or its programs, unless such reproduction is specifically limited in writing on the Deed of Gift.
- f. Donations may be tax deductible; however, the Museum assumes no responsibility for appraising the value of artifacts presented.

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## 5. Ownership

The commencement of ownership of an artifact varies with the means of acquisition. The following defines the beginning of ownership of acquired historical materials, unless otherwise provided for in the Deed of Gift.

- a. Donation: The District is considered owner of the donated item when:
  1. The object is in the physical possession of the District, and
  2. the object is accepted by the District, and
  3. the donor and the Superintendent of Educational Facilities have executed the Deed of Gift.
  
- b. Bequests: The District is considered owner of a bequeathed item when:
  1. The object is in the physical possession of the District, and
  2. the object is accepted by the District, and
  3. the executor and the Superintendent of Educational Facilities have executed the Deed of Gift.
  
- c. Purchase: The District is considered owner of a purchased item when:
  1. The object is in the physical possession of the District, and
  2. the object is accepted by the District, and
  3. the District renders payment.
  
- d. Exchange: The District is considered owner of an exchanged item when:
  1. The object is in the physical possession of the District, and
  2. the object is accepted by the District, and
  3. the other organization and the Superintendent of Educational Facilities have executed the Deed of Gift.
  
- d. Abandonment: Ownership commences in accordance with the legal statutes of the State of Illinois as pertaining to receipt of items by abandonment.

## 6. Documentation

The maintenance of accurate records on the acquisition, identification, location, and disposition of collection and loaned items is a major responsibility of the Lake County Discovery Museum's Collections Division. All items acquired shall be accessioned and adequately documented according to the Museum's registration procedures. (See registration under section VIII Collections Management.)

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## V. Deaccession

### A. Policy

The process of deaccessioning is the legal removal of duplicate, out-of-scope, or otherwise inappropriate collection material from the permanent collection of the Museum. Because the Museum holds its collections in the public trust, the deaccession process shall be deliberate and cautious and completed with the utmost integrity. In general, artifacts shall have permanence as long as:

1. They continue to be relevant to the stated mission of the Museum
2. They can be properly stored, maintained and used
3. They retain their authenticity
4. They retain their identity
5. They retain their physical integrity
6. They are not claimed by a group that is culturally affiliated to the artifact, that has rights to the object, and that has requested that the artifact be repatriated in accordance with the federal Native American Graves Protection and Repatriation (NAGPRA), its regulations, or other existing statutes.

The District's Board of Commissioners has final authority to approve deaccessions.

### B. Procedures

1. The Collections Committee shall meet as necessary.
2. Any staff member may recommend materials for deaccession and/or disposal. However, all materials proposed for deaccessioning must be examined by the Collections Committee.
3. Following discussion of any deaccession recommended by staff, the committee will forward its recommendations along with all written materials received to the Superintendent of Educational Facilities. The Superintendent of Educational Facilities will make the final determination and recommendations will be given to the Education, Cultural Resources and Public Affairs Committee and Finance and Administrative Committee of the District's Board of Commissioners.
4. After the deaccessioning process is complete, the Collections Committee may make a recommendation to the Education, Cultural Resources and Public Affairs Committee for the most appropriate method of disposal. Regarding artifact deaccession, the Collections Committee will be governed in this procedure by the following policies:
  - a. The District may dispose of materials in accordance with applicable statutory requirements. The Museum may engage in sale, trade, donation or whatever

## EXHIBIT A

means would best benefit the collection, as allowed under such requirements.

- b. When deaccessioned materials are of primary research value, the District will make every effort to place such materials in an institution where they will be accessible to researchers.
- c. All funds received through the sale of materials from the collection will be used only for the acquisition or care and preservation of collections. Additionally, the Education, Cultural Resources and Public Affairs Committee must review and make a recommendation regarding any final disposition of material and any related agreement between the District and the party acquiring the material.
- d. There will be no deaccession of collection materials when such action would violate any written agreements between the District and the donor.
- e. When procedures for deaccessioning items have been completed, all records pertaining to acquisition and cataloging shall be marked "deaccessioned" with the date, and the destination of the item. Value or consideration received (if any) shall be marked on the permanent records, which will then contain the entire history of the item while in the custody of the Museum.
- f. All of the museum's identifying numbers (i.e. accession numbers) will be removed prior to disposition.

C. Native American Graves Protection and Repatriation Act (NAGPRA): In some cases, the District is required to de-access certain objects, including human remains and associated and non-associated funerary objects, that have a cultural affiliation to a Native American tribe, and repatriate the remains and objects, pursuant to the federal Native American Graves Protection and Repatriation Act (NAGPRA). The Museum (i) fully supports the goals of NAGPRA and affirms its obligations to comply with the letter and spirit of its provisions, (ii) recognizes its obligation to care for cultural items with sensitivity and respect for their relationship to the cultures of tribal communities, and (iii) will abide by the American Alliance of Museums' policy on repatriation of Native American Ceremonial Objects and Human Remains (to the extent such policy is consistent with NAGPRA). Until such remains and objects are repatriated in accordance with NAGPRA, the Museum shall maintain the remains and objects in accordance with Section VIII. The deaccession and repatriation of remains and objects will be conducted in accordance with the following procedures:

1. If the cultural affiliation of Native American human remains and associated and non-associated funerary objects is established, the District, upon the request of a legitimate claimant, shall expeditiously return such remains and associated funerary objects to the requesting party where, as required by NAGPRA,: (A) the requesting party is the direct lineal descendant of an individual who owned the object; (B) the requesting Indian tribe or Native Hawaiian organization can show that the object was owned or controlled by the tribe or organization; or (C) the requesting Indian tribe or Native Hawaiian organization can show that the object was owned or controlled by a member thereof, provided that in the case where a sacred object was owned by a member thereof, there are no identifiable lineal descendants of said member or the lineal descendent, who, after proper notice, have failed to make a claim for the object under NAGPRA.



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2. A list of NAGPRA related items, which have been identified for repatriation and a legitimate claim (individual or tribe) has been established, will be brought before the Education, Cultural Resources and Public Affairs Committee and the Finance and Administrative Committee which will make recommendations to the Board of Commissioners regarding the proposed deaccessions.
3. The District shall return deaccessioned NAGPRA related items, and may assist with the re-interment as requested by the legitimate claimant (individual or tribe).
4. The District will repatriate any item in good faith pursuant to NAGPRA, and may apply for NAGPRA grant funds to assist with the repatriation and re-interment of human remains.

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## VI. Lake County History Archives

### A. Policy

The Museum maintains the Lake County History Archives to provide the community with a repository that has information pertaining to the history of the people, institutions, places, and artifacts of Lake County that are not readily available from other public sources.

The Museum will also provide technical data to the public and other historical agencies on: Museum operations, copyright law, conservation materials, artifact identification, and preservation practices.

### B. Procedures

The following is the type of material that will be accepted into the Museum's Lake County archival collections:

1. Local materials such as governmental, institutional, and business records
2. County government records (e.g., tax records, court proceedings, etc.)
3. Illinois histories covering Lake County
4. Regional materials aiding Lake County research
5. Special collections judged valuable to the Museum
6. Archival materials (bound volumes, photographs, postcards, manuscripts, diaries, maps, reference), documenting Lake County's past.

# EXHIBIT A

## VII. Loans

### A. Policy

A loan is a temporary transfer of materials from one institution to another without transfer of ownership. Lending or borrowing is undertaken according to the terms of a loan agreement.

The Museum lends materials from its collections only to museums, historical societies, libraries or other institutions which, in the Museum's judgment, can comply with the conditions set forth in the loan agreement. The Museum may accept artifacts on a temporary basis from other institutions or individuals.

The Collections Committee will review requests for loans. After such review, the Superintendent of Educational Facilities shall either approve or reject a request for a loan and any related loan agreement. If, under State law, the loan or agreement requires approval of the District's Board of Commissioners, then it will be considered by the Board in its normal process for review of agreements.

### B. Procedure

#### 1. Types of Loans

The Museum makes or receives loans for the purpose of:

1. Exhibition
2. Research

Items which are loaned by the Museum will be used only for the purpose stated on the loan agreement and may not be copied, photographed or reproduced except to record and publicize the exhibit. Additionally, admission charges may not be charged to view the loaned items except where usual and customary admission fees prevail. Institutions may not transfer artifacts to a third party without written consent of the District.

#### 2. Insurance

The borrower of a Museum item must maintain casualty insurance, not less than the amount of the value of the item, with the amount and form of insurance determined by the District, from the time the item is removed from the Museum until it is returned in satisfactory condition. The borrower may elect to:

- a. Insure the loan under the borrower's policy in which case a certificate of insurance must be forwarded to the District prior to shipping date;
- b. Insure the loan under the District's insurance policy covering Museum collections, in which case the borrower must pay the pro-rated cost of insurance, or;
- c. In case of loans in which the total value of all items loaned is less than \$2,000, the borrower may, in lieu of insurance, agree to assume liability for loss or damage.

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## 3. Restrictions

- a. Items will not be loaned to an individual for personal use under any circumstances.
- b. Loans will not be approved for extremely fragile materials or materials that will be used soon in a forthcoming exhibit.
- c. No restoration, repair or cleaning of artifacts may be performed by the borrower without prior District permission in writing. Such a request must state precisely what will be done to the artifact.

## 4. Duration

- a. Loans will be made generally for a maximum period of less than one year. The duration of the loan must be stated by the borrower at the time the request for a loan is made. Artifacts must be returned to the Museum at the end of the loan period unless an extension has previously been requested by the borrower and approved, in writing, by the District. The District will not engage in long term or indefinite loan of artifacts on a permanent or indefinite basis.
- b. Loans will be made only after receipt of a formal request on official letterhead. Requests must be received a minimum of 30 days prior to lending date.

## 5. Credit

Artifacts shall bear labels indicating that they were loaned by the Lake County (IL) Discovery Museum, Lake County Forest Preserve District.

## 6. Standards of Care and Transfer Responsibility

- a. The borrower must pay all cost for mailing, packing, crating and shipping, including charges for hiring special packers when necessary. Borrowers shall be responsible for movement of loan items.
- b. Artifacts must be given special care to protect them against loss, breakage or deterioration. Institutions must demonstrate their ability to comply with the following security measures:
  1. Small artifacts must be displayed in locked cases.
  2. Prints, maps and other flat material must be displayed in locked cases or mounted in the appropriate archival manner, according to the specifications of the Museum's collections staff.

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3. Large items and costumes, not displayed in cases or behind glass, must have barriers sufficient to keep the public at a distance.
  4. Exhibit areas must be under surveillance by staff or volunteers when open to the public.
- C. Museum staff borrowing materials from other institutions will exercise the same care toward those materials as they would toward items in the permanent collection. All borrowed items will be insured under the District's insurance coverage through the Park District Risk Management Agency (PDRMA). District's Risk Manager for temporary inclusion in the policy.

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## VIII. Collections Management

### A. General Policy

Collections are managed according to professionally acceptable standards as set forth by the American Alliance of Museums and the Society of American Archivists.

### B. Environment

The District recognizes that it cares for artifacts in the public trust, whether on exhibit, in storage, or used for research purposes. The Museum protects its artifacts and archival materials from deterioration through environmental monitoring with respect to the following factors:

1. Extreme fluctuation in temperature and relative humidity
2. Light exposure
3. Pollutants and abrasive particulate matter
4. Vermin and other pests
6. Handling
7. Water

### C. Collections Access

1. Accessing Collection Storage Areas
  - a. All collections areas must be locked and/or alarmed when collections staff is not present.
  - b. Absolutely no food or drink is allowed in any collection areas.
  - c. Non-collections staff may not enter or work in collections areas without supervision of Museum collections staff or the Superintendent of Educational Facilities escort.
  - d. Collections volunteers are required to check-in with Museum collections staff and log in and out of collections areas.
2. Access to collections in storage is maintained under controlled conditions. The purpose of access to collections, not on exhibit, is for:
  - a. Research
  - b. Viewing of storage area for educational purposes.
  - c. To enhance the understanding of the operation of the Museum and to disseminate this knowledge to the public.
  - d. Maintenance by District personnel.
  - e. Care of collections by Museum collections staff.
3. Permission for access will be determined by the Museum's Exhibitions and Collections Manager
4. Individuals or groups requesting access to behind-the-scenes collections areas

## EXHIBIT A

must be accompanied by a museum collections staff member. The Museum reserves the right to limit the size of the group.

5. Access to collections not on display in the Museum galleries is arranged by appointment only with collections staff.
6. Use of the research collections shall be during specific hours. Researchers will not be allowed to use collections in the absence of collections staff.
7. Researchers must complete a research information sheet.
8. Researchers utilizing Museum materials must sign an agreement to abide by the Museum's policies and procedures for working with collections before being granted access. Guidelines for handling shall be available and explained in research areas.

### D. Risk Management and Insurance

The Museum maintains an active risk management program to minimize risk of loss of its collections. This program includes scrutiny of physical plant for potential hazards and loss, and carrying insurance on its collections.

1. The Museum has an Emergency Preparedness Plan and will periodically review such Plan with the District's Risk Manager.
2. The Museum maintains a fire alarm system and a burglar alarm system linked directly to the police and fire departments.
3. The collections are to be insured, as appraised, through the District's insurance provider, PDRMA.

### E. Registration

1. The Museum shall maintain permanent registration records for all material accepted for the collections. These records shall include all legal instruments related to these materials. Materials shall be accessioned and catalogued using a system appropriate to the particular collection.
2. A copy of the original Temporary Custody Receipt and the original Deed of Gift for each donation will be maintained in fireproof cabinets in the Museum. Duplicates are maintained for use by collections staff.
3. The Museum maintains a photographic record of collection material at an off-site location.

## EXHIBIT A

### F. Maintenance of Native American Ceremonial Objects and Human Remains

The Museum (i) fully supports the goals of NAGPRA and affirms its obligations to comply with the letter and spirit of its provisions, (ii) recognizes its obligation to care for cultural items with sensitivity and respect for their relationship to the cultures of tribal communities, and (iii) will abide by the American Alliance of Museums' policy on repatriation of Native American Ceremonial Objects and Human Remains (to the extent such policy is consistent with NAGPRA). Until the Museum repatriates such items in accordance with Section V, the Museum will maintain and care for them as follows:

1. The District's contact person for NAGPRA requests is the Museum's Curator.
2. The Museum has compiled an inventory of NAGPRA related items, to the extent possible with information possessed by the Museum, and has also identified the geographical and cultural affiliation of items in consultation with appropriate tribal communities and Native American scholars.
3. Guidance for the storage, care, and display of these materials will be solicited through scholars, contacts in the appropriate Native American community, and from the Illinois State Museum in Springfield, Illinois and the Mitchell Museum of the American Indian in Evanston, Illinois.
4. Due to the constraints of the Museum's storage areas, the NAGPRA related items are unable to be stored in complete isolation but are closed from view.
5. The Museum will strive to resolve questions on the disposition and care of sensitive materials through cooperative and prompt discussions between the Museum and the appropriate tribal community.



# EXHIBIT A

## IX. Public Access

### A. Policy

The Museum provides photographic duplication, digital imaging services, and research services for its collections. These services provide access to collections while satisfying the preservation and security needs of the collections. These services also allow individuals and organizations to utilize the collections for exhibition, publication and audio-visual presentation purposes. (Loans are addressed in section VII).

### B. Photographic/Digital Reproduction

#### 1. Procedures

The following policies govern the Museum's duplication services:

- a. Photographic, digital imaging and photocopying services will be done by Museum staff. Researchers will NOT be allowed to produce their own copies either through borrowing original photographs or by bringing their own copy equipment into the Museum. The Museum must maintain its position as sole producer and provider of all copies. Filming and videotaping of archival material and artifacts may be performed by a professional photographer in the Museum's archives only with the consent and supervision of staff.
- b. All requests for photographic duplication and digital imaging services must follow conditions and procedures as outlined in the District's Fee Ordinance and the Photographic Duplication Contract.
- c. Copyright laws may govern or limit the making of photocopies and other reproductions of copyrighted material. Materials in the Museum's collections may be protected by copyright law. Applicants assume all responsibility for questions of copyright and invasion of privacy that may arise in the copying and use made of photographic and digital copies.
- d. Regarding archival material and three dimensional artifacts, only those that are in good condition, in storage or at the discretion of collections staff may be photographed, filmed, or videotaped.
- e. Press releases and/or promotional images are selectively provided at no charge.
- f. The Museum reserves the right to limit the number of copies; to restrict the use or reproduction of rare or valuable material; to make special quotations on material involving unusual difficulty in copying; and to charge a higher fee than specified in the District's Fee Ordinance.

# EXHIBIT A

## 2. Fees and Use of Images

### a. Standard

Unless otherwise indicated, rates for 8"x10" and 4"x5" black and white photographic copy prints, 35mm color transparencies and digital images include both the cost of production and a fee for one time publication. The term "publication" is understood to include print, film, video, exhibition, advertising, and any other usage so defined by the Museum. "Non-profit" refers to any individual, government agency, or organization able to demonstrate legally recognized not-for-profit status. Fees are outlined in the District's Fee Ordinance.

Fees for the following will be quoted or negotiated upon request; filming or videotaping original materials, mass reproduction as unbound material, advertising use, local press, non-editorial publishing use (such as book jackets, end papers, menus, display, etc.), and reduced rates for donors needing copies of materials they have donated.

### b. Reuse of Images

All requests for reuse or change in use must be applied for in writing.

### c. Processing

Processing of a photographic order will proceed upon receipt of payment unless other arrangements are made. Orders are processed in the order they are received.

## 3. Conditions of Use

a. The following credit line must be used as appropriate: Courtesy of Lake County (IL) Discovery Museum, Lake County Forest Preserve District. When provided, the photographer's name must also be included in the credit line. CREDIT IS MANDATORY and will be provided as follows:

1. With printed matter, it is preferred that the basic credit line appear on the same or facing page as the illustration. (Negative numbers must appear near the illustration or at the point of credit.) Credit for each individual item is mandatory in all cases.

2. With exhibitions, credit will be provided within the exhibition area in a manner approved by the Museum.

b. The reproducer shall give the Museum one complimentary copy of any published work in which the photographic copy appears.

c. The reproducer shall not allow others to reproduce the photographic copy or any facsimile of it. **OTHERS MUST CONTACT THE MUSEUM FOR PERMISSION.**

## EXHIBIT A

- d. In authorizing the publication of a photographic copy, Museum does not surrender its own right to publish it or to grant others permission to do so.
- e. Materials in the collections of the Museum may be protected by copyright laws. Applicants for photographic copies of materials assume all responsibility for questions of copyright and invasion of privacy that may arise from the copying and use of photographic copies.

### C. Research Services

#### 1. Procedures

- a. Research requests are responded to by mail, phone, fax, e-mail or in person. Appointments for research must be made in advance.

### D. Preservation and Collections Management Services

Collections staff may be consulted in artifact and archival preservation, as well as development and organization of collections.

### E. Digital Collections

The Museum's digital collections will be created as part of its museum's efforts to preserve artifacts and research materials, improve accessibility to the collections, and augment scholarly studies.

# EXHIBIT A

## X. Ethics

The staff of the Museum is aware that they represent the Museum through professional and private actions. The staff follows the guidelines set by the American Alliance of Museums and Society of American Archivists as appropriate.

Regarding collections, the Museum staff ensures that:

1. Collections in its custody support the Museum's mission and public trust responsibilities.
2. Collections in the Museum's custody are protected, secure, unencumbered, cared for, and preserved.
3. Collections in the Museum's custody are accounted for and documented.
4. Access to the collections and related information is permitted and regulated.
5. Acquisition, disposal, and loan activities are conducted in a manner that respects the protection and preservation of natural and cultural artifacts and archival material and discourages illicit trade in such materials.
6. Acquisition, disposal, and loan activities conform to its mission and public trust responsibilities.
7. Disposal of collections through sale, trade, or research activities is solely for the advancement of the Museum's mission. Use of proceeds from the sale of collection materials is restricted to the acquisition, care and preservation of collections.
8. Disposal of collections requires approval from the District's Board of Commissioners.
9. NAGPRA related items are displayed and cared for with sensitivity and respect for their relationship to the cultures of tribal communities, and consistent with museum professional standards. Guidance for the storage, care and display of these materials is solicited through scholars, contacts in the appropriate Native American community, and from the Illinois State Museum in Springfield, and the Mitchell Museum of the American Indian in Evanston, Illinois.
10. The Museum's collections-related activities promote the public good rather than individual financial gain.

## **Section 2**

### ***Museum Library***

#### **I. Purpose of Museum Library**

##### A. Policy

The Museum's Library provides access to all types of resources relating to the people, places and events of Lake County, IL. The library will also provide materials on conservation, museum studies, and topics related to education programs and museum exhibits.

##### B. Procedures

The library will;

1. Select, acquire, and maintain library materials in all formats in support of the research functions of the Lake County History Archives.
2. Participate in resource sharing programs such as Interlibrary Loan in order to allow access to resources not held in the Museum.
3. Establish policies and procedures that will ensure the preservation and security of the library materials.
4. Assist patrons with using the library materials.

# EXHIBIT A

## II. Collection Development Policy

### A. Policy

This collection development policy defines the present scope of the collection and will provide a guide for future growth and development of the collection. This policy will be evaluated on a regular basis to reflect the changes and additions to the curriculum of the educational programs, exhibitions, and the Museum's collections.

### B. Procedures

#### 1. Responsibility for Selection:

The Exhibitions and Collections Manager will have primary responsibility for planning the selection of materials, but Museum staff may recommend materials appropriate for their subject area. The manager will analyze the scope of the collection, plan for future acquisitions, and keep staff abreast of any new technology that will enhance usage of the materials.

#### 2. Criteria for Selection:

Materials shall be evaluated for purchase or addition to the collection according to the following guidelines:

- a. Materials related to Lake County history, conservation, and preservation are given priority. Assessment from standard reviewing media is a factor in the evaluation and selection of materials.
- b. Materials will be selected in a variety of formats (e.g. book, DVD, online, etc.). Hard cover binding (especially library binding) is preferable over paperback, if available.
- c. One copy of a title is purchased, unless additional copies are justified by projected heavy use.
- d. According to the Public Access Policy (Section IX), a reproducer of an image from the Lake County History Archives shall provide one copy of any material using such image as a required donation to the library.
- e. Materials suggested for purchase that will be used infrequently or for a one-time use will not be purchased if available through resource sharing programs such as ILLINET Online and OCLC.

#### 3. Criteria for Weeding

Materials may be removed from the library according to the following guidelines:

- a. *Timeliness.* Older editions will be removed when newer editions are available.
- b. *Content.* Materials may be withdrawn when no longer relevant to the needs of the Museum or the curriculum of the District's Education Department.

## EXHIBIT A

c. *Physical condition.* Materials will be removed if they are moldy or have deteriorated to the point that they can no longer be repaired.

d. *Duplicates.* Only a single copy of infrequently used materials will be kept.

#### 4. Funding for Materials

The majority of funds expended for library materials are budgeted annually through the Museum's budget. The library solicits and welcomes donations of funds and materials for the collection.

# EXHIBIT A

## **III. Periodicals**

The Museum subscribes to a number of magazines and newsletters. New issues will be available in the Museum library, and older issues shall be filed. Staff will maintain a Periodical Retention List for removing periodicals. Any periodicals that are permanently removed from the library collection will be given to another institution or recycled.



# EXHIBIT A

## IV. Gifts of Materials

The Museum library is grateful for unconditional gifts of books and other materials. With respect to gifts to the library, the following policies generally apply:

1. The Museum reserves the right to decide upon acceptance of a gift. The following types of gift materials will not be added to the collection:
  - a. Publications excluded by the collection development policy
  - b. Out-of-date materials not of historical value
  - c. A duplicate of an item already in the library unless it is a rare book
  - d. Material in poor physical condition
2. The Museum reserves the right to sell, give to other libraries, or otherwise dispose of gift materials that are not added to the library collection.
3. When materials are added to the collection, the donor may make no restrictions on the Museum's use of gift materials. The gift materials will become an integral part of the library collection. Gift items may not be reclaimed.

A letter of receipt for materials donated to the Museum will be provided, but placing a value on the material is the responsibility of the donor.

# EXHIBIT B

## Deed of Gift

This Deed of Gift constitutes an Agreement between the Lake County Forest Preserve District (the “District”) and The Newberry Library (the “Newberry Library”).

WHEREAS, the District owns and operates the “Lake County Discovery Museum,” which was formerly known as the “Lake County Museum”; and

WHEREAS, in 1982, the District acquired the industrial postcard archive of the Curt Teich Company of Chicago and the Curt Teich Family Papers (collectively, the “Original Curt Teich Archives”); and

WHEREAS, the District has continued to add collections to the Original Curt Teich Archives, forming the “Curt Teich Postcard Archives Collection,” which is described in detail in Appendix 1, which is attached to, and hereby made a part of, this Deed of Gift; and

WHEREAS, certain of the postcards in the Curt Teich Postcard Archives Collection were conveyed to the District by written deed of gift or equivalent legal instrument (the “Deed Postcards”), and the remainder of the postcards in the Curt Teich Postcard Archives Collection were not conveyed to the District by written deed of gift or equivalent instrument (the “Non-Deed Postcards”) (the Deed Postcards and the Non-Deed Postcards are, collectively, the “Postcards”); and

WHEREAS, each of the Postcards in the Curt Teich Postcard Archives Collection is either a Deed Postcard or a Non-Deed Postcard; and

WHEREAS, the District has, in the ordinary course of its operations, maintained the written deeds of gift or equivalent legal instruments for the Deed Postcards (said deeds and instruments are referred to as the “Deed Records”); and

WHEREAS, certain of the Deed Records identify the District as the “Lake County Forest Preserves”; and

WHEREAS, the Curt Teich Postcard Archives Collection is located at the Lake County Discovery Museum in Wauconda, Illinois and at the District’s General Offices in Libertyville, Illinois; and

WHEREAS, the District desires to donate and convey to the Newberry Library, and the Newberry Library desires to accept from the District, the Curt Teich Postcard Archives Collection and the other Donated Material (defined in Section 1 of this Deed of Gift), as a gift; and

WHEREAS, certain of the Postcards (and their accompanying sleeves, boxes, albums, and other housing), known as the Raphael Tuck Collection (the “Tuck Collection”), were donated to the District by Leonard A. Lauder pursuant to a written agreement that places certain restrictions on the District’s ability to de-access the Tuck Collection (the “Lauder Agreement”); and

WHEREAS, notwithstanding the restrictions of the Lauder Agreement, the District has obtained the consent of Leonard A. Lauder to donate the Tuck Collection to the Newberry Library; and

## EXHIBIT B

WHEREAS, the District has entered into certain agreements with certain digital content providers (the “Digital Providers”), pursuant to which the District gave the Digital Providers rights to use certain images within the Curt Teich Postcard Archives Collection in exchange for certain royalties and other fees (the “Use/License Agreements”); and

WHEREAS, the District has obtained the approval of the Digital Providers for the District to terminate the Use/License Agreements, which will take effect upon the approval of this Deed of Gift by both the District and the Newberry Library; and

WHEREAS, the District has been authorized by its Board of Commissioners to donate the Curt Teich Postcard Archives Collection and the other Donated Material to the Newberry Library, as a gift, and the Newberry Library has been duly authorized by all requisite corporate action to accept the donation and conveyance of the Curt Teich Postcard Archives Collection and the other Donated Material, as a gift; and

WHEREAS, the Newberry Library is an independent research library and a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose mission includes making materials such as the Curt Teich Postcard Archives Collection available to the public for research purposes; and

NOW, THEREFORE, the District agrees to donate the Curt Teich Postcard Archives Collection and the other Donated Material to the Newberry Library, as a gift, and the Newberry Library agrees to accept the Curt Teich Postcard Archives Collection and the other Donated Material, as a gift, in accordance with the following terms and conditions:

1. A. The District hereby quitclaims to the Newberry Library its right, title, and interest in and to the Curt Teich Postcard Archives Collection, including all of the copyrights, reproduction rights, trademarks or other intellectual property rights of any kind that the District owns, if any, in the images, texts, trademarks, or other intellectual property depicted on any Postcard (the “Intellectual Property Rights”) for the Newberry Library’s use and benefit. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DEED OF GIFT, THE DISTRICT MAKES NO REPRESENTATION WHATSOEVER REGARDING THE INTELLECTUAL PROPERTY RIGHTS, INCLUDING THE OWNERSHIP THEREOF.

B. The District hereby conveys to the Newberry Library all right, title, and interest in and to (i) all digital files created by or on behalf of the District that in the ordinary course accompany the Curt Teich Postcard Archives Collection, which files include the Curt Teich Postcard Archives Collection database, which is a digital catalog identifying the subject matter and other information related to each Postcard in the digital catalog, and any digital versions of the Deed Records (collectively, the “Digital Material”), but the Digital Material does not include any Intellectual Property Rights related to any digital image of any of the Postcards; (ii) all paper files created by or on behalf of the District that, in the ordinary course, accompany the Curt Teich Postcard Archives Collection, which files include but are not limited to all collection management files, donor files, that certain letter including a legal opinion addressed to the District dated March 14, 1990, reference materials that correspond to the Curt Teich Company production numbers for the Postcards, the Deed Records, and the loose-leaf notebooks at the Museum containing

## EXHIBIT B

the Deed Records (collectively, the “Paper Files”); and (iii) the endowment that the District holds with respect to the Curt Teich Postcard Archives Collection, as more fully described in Section 10, below (the “Endowment”) (collectively, the items set forth in sub-sections (i), (ii), and (iii) of this Section 1.B, together with the Postcards, are the “Donated Material”).

C. The District shall execute the assignment in the form attached hereto as Appendix 2 assigning the Deed Records to the Newberry Library.

2. The Newberry Library hereby accepts the quitclaim of the Curt Teich Postcard Archives Collection, including any of the District’s Intellectual Property Rights therein, and the conveyance of the Digital Material, the Paper Files, and the Endowment, as provided in Section 1.
3. The District’s quitclaim, conveyances, and assignment of the Donated Material as set forth in Section 1 are made as a gift to the Newberry Library that is irrevocable, except for the District’s rescission rights provided in Section 9. The District places no restrictions on such gift as to use or disposition, except for any restriction expressly set forth in this Deed of Gift. The District makes no representation regarding any restrictions that may have been imposed on quitclaimed Donated Material prior to the District’s acquisition thereof.
4. The Newberry Library shall make the Curt Teich Postcard Archives Collection available for research in accordance with the Newberry Library’s standard Policies and Procedures for readers, current copies of which are accessible at:

<https://requests.newberry.org/aeon.dll?Action=10&Form=79> and  
<http://www.newberry.org/reading-room-policies>

as the same may be from time to time revised by the Newberry Library.

5. The Newberry Library shall name the Curt Teich Postcard Archives Collection the “Curt Teich Postcard Archives Collection,” and shall refer to it as such in printed and online publications, catalog records, finding aids, and exhibition labels produced by the Newberry Library. At its option, the Newberry Library may add (i) a comma or period followed by the words “The Newberry Library” at the end of any such reference and (ii) a reference to the Leonard A. Lauder Collection with respect to items in the Curt Teich Postcard Archives Collection that originated in the Leonard A. Lauder Collection.
6. Each time items from the Curt Teich Postcard Archives Collection are loaned, exhibited, or reproduced by or with permission of the Newberry Library, the Newberry Library shall, or shall cause the borrower or exhibitor to, give credit to the “Lake County Forest Preserve District” as a donor.
7. The Newberry Library shall use net funds realized from and attributable to the sale of duplicate materials from the Curt Teich Postcard Archives Collection solely to augment, support, and enhance the Curt Teich Postcard Archives Collection.

## EXHIBIT B

8. As soon as practicable, and in no event later than 6 months after both the District and the Newberry Library have executed this Deed of Gift (i) the District shall deliver to the Newberry Library, at the Newberry Library's expense, the Digital Material, in such media and manner as is reasonably approved by the parties and (ii) the Newberry Library shall remove and transfer, at its expense, the Curt Teich Postcard Archives Collection and the Paper Files, from their current locations to the Newberry Library.
9. When the Newberry Library or its agent or contractor takes physical possession or control of any portion of the Donated Material, the Newberry Library shall bear the risk of loss of such portion resulting from casualty or any cause, unless such casualty or other cause is caused by the District's negligence. If the Newberry Library does not accept the Digital Material or remove the Curt Teich Postcard Archives Collection or Paper Files from their current locations in accordance with the provisions of Section 8 of this Deed of Gift, the District will have the right, but not the obligation, and only upon thirty (30) days prior written notice delivered to the President of the Newberry Library (during which period any non-acceptance or non-removal by the Newberry Library may be cured by the Newberry Library), to (i) cause any unaccepted or unremoved Postcards, Digital Material, and Paper Files to be delivered to the Newberry Library, and charge the Newberry Library for all properly documented costs in connection therewith, or (ii) rescind this Deed of Gift with respect to any unaccepted or unremoved Digital Materials, Postcards, or Paper Files. If the District rescinds this Deed of Gift pursuant to this Section with respect to any unaccepted or unremoved Digital Materials, Postcards, or Paper Files, then all of the Newberry Library's right, title, and interest to and in such Digital Materials, Postcards, or Paper Files, if any, shall be deemed forfeited and shall automatically revert to the District.
10. Within three (3) business days of the completion of the Newberry Library's obligations set forth in Section 8 of this Deed of Gift, the District will transfer the entire Endowment to the Newberry Library by check, wire transfer, or other means agreed to by the parties hereto. The entire Endowment balance is \$527,258.52 as of July 31, 2016, which amount has been calculated by the District in the ordinary course of its operations, consistent with its past practices. Until such transfer, the District will continue to hold the Endowment in investments authorized by the Illinois Public Funds Investment Act and, as such, the value of the Endowment on the date of its transfer to the Newberry Library may differ from its balance as of July 31, 2016.
11. The Newberry Library shall use and maintain the Tuck Collection in accordance with the provisions of the Newberry's separate Agreement with Leonard A. Lauder dated as of September 22, 2016.
12. The District hereby represents and warrants as follows:
  - A. At all times subsequent to January 1, 2016, the Paper Files and the Digital Material have been maintained by the District in a manner consistent with the past practices of the District in the ordinary course of the normal day-to-day operations of the District.
  - B. To the District's knowledge, there are not now, nor have there previously been, any claims, challenges, demands, actions, litigation, or allegations, with respect to the

# EXHIBIT B

District's ownership of, and its right, title, and interest in and to, any of the Donated Materials. In addition, to the District's knowledge, there are no threatened claims, challenges, demands, actions, litigation, or allegations with respect to the District's ownership of, and its right, title, and interest in and to, the Donated Materials.

C. Except for the Use/License Agreements (which will be terminated as described herein) and the Lauder Agreement, the District has not approved any agreement that is currently effective that (i) restricts the District's right to convey the Donated Material or (ii) will allow any third party the right to use the Donated Material after the Newberry Library's acceptance thereof. To the District's knowledge, except as provided in the Lauder Agreement, no consent of any third party is required to effectuate this Deed of Gift or the quit claim, conveyances, and assignments set forth herein.

Signed for the  
Lake County Forest Preserve District:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title: Ann B. Maine  
President, Lake County Forest Preserve District  
Mailing address: 1899 W. Winchester Road Libertyville, IL 60048

Attested for the  
Lake County Forest Preserve District:

\_\_\_\_\_  
Name and Title: Julie Gragnani  
Board Secretary, Lake County Forest Preserve District

Signed for the  
Newberry Library:

*David Spadafora*

Date: September 22, 2016

\_\_\_\_\_  
Name and Title: David Spadafora  
President and Librarian  
Mailing address: The Newberry Library, 60 W. Walton Street, Chicago, IL 60610

Attested for the  
Newberry Library:

*Alice Schreyer*

\_\_\_\_\_  
Name and Title: Alice Schreyer Vice President for Collections  
and Library Services

# EXHIBIT B

## Appendix 1

### Curt Teich Postcard Archives Collection

#### 1. Original Curt Teich Postcard Donation

The industrial archives of the Curt Teich Company of Chicago. Includes:

- Approximately one million postcards, c.1900 – 1978
- Over 100,000 original production files, 1926 – 1960. Contains photographs, negatives, letters, original artwork, layout materials, and physical remnants such as wallpaper, flooring, and textiles
- 500 albums, 1900 – 1978. Contains an example of each postcard printed by the Teich Company, organized in chronological order, assembled by the Teich Company.
- Several thousand boxes of duplicate postcards and miscellaneous materials printed by the Teich Company (greeting cards, business cards, boxes, etc.)
- Printing chase (two), lithographic stone (at least one)
- Curt Teich Company Papers (18 boxes) and Teich Family Papers (13 boxes), Geographic Indexes for postcard orders and invoice books (1960 – 1975)

#### 2. Postcard Publishers/Printers Collections

##### **A. Detroit Publishing Company Collection**

Approximately 16,000 postcards from the late 1890s to the early 1930s. Features North American cities and towns, landscapes, national parks and many foreign countries.

##### **B. Dexter Press Collection**

Approximately 37,000 postcards 1934 – c. 1970 with North American view and advertising subjects. Also includes approximately 3,600 art files, photos, and company history information. (Donated by the founder's daughter).

##### **C. V. O. Hammon Collection**

Approximately 4,000 view and advertising postcards of Midwestern towns and cities between 1900 and the early 1920s.

##### **D. Leonard A. Lauder Raphael Tuck Collection**

35,510 “Oilette” postcards by the Raphael Tuck Company of England.

#### 3. Subject Collections

##### **A. Grant Schmalgemeier Century of Progress Collection**

Approximately 3,000 postcards of the 1933 – 1934 Chicago World's Fair.

##### **B. James R. Powell Route 66 Collection**

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## Appendix 1

Approximately 4,000 postcards, 1926 – 1960s. Features hotels/motels, gas stations, restaurants, and scenic views along U.S. Route 66.

### **C. Richard Juvinal Amusement Park Collection**

10,607 postcards c. 1900 – present day. Features postcards from hundreds of defunct and current amusement and theme parks. Additionally, 4,936 topical postcards not related to theme parks.

### **D. William O. Field Collection**

Approximately 1,500 postcards from 1897 to the 1950s with an emphasis on the early twentieth century. Subjects document Europe and America and include holiday postcards.

### **E. Brian L. Bossier Collection**

1,512 postcards from the early twentieth century. Includes real photo postcards—often featuring well-known historical figures—executions, events, the women’s suffrage movement, and holiday and Santa postcards.

### **F. John High Collection**

Approximately 10,000 postcards from the early twentieth century. Includes four seasons and twelve months series, artist signed, themes such as Peter Pan, Alice in Wonderland, Charles Dickens, and styles such as copper windows and woven in silk postcards. Includes one of the best comprehensive collections of postcards featuring work by Czechoslovakian artist Alphonse Mucha (1860 – 1939). Also contains approximately 1,000 framed pieces, tins, books, and other collectibles related to the postcard collection.

### **G. John I. Monroe Collection**

Approximately 10,000 postcards by Paul Finkenrath of Berlin, known as PFB, (c. 1896 – 1911). Includes glass negatives of the PFB factory interiors. Approximately 1,500 postcards related to postcard shops, postcard shows, postcard collecting, and sales information from postcard publishers.

### **H. Fort Sheridan Collection**

500 postcards, three postcard albums, and several postcard booklets, acquired from the former museum at the Fort Sheridan U.S. Army Post (1887-1993). These materials relate primarily to World Wars I and II. There are many Chicago Daily News Postals printed of European locations during World War I, as well as views of military life in several American installations, such as Camp Custer, Michigan. A small number of views related to topics such as medicine and the Red Cross are also part of this collection. Postcards of life at Fort Sheridan are available in the Lake County History Archives.

### **I. Other Significant Collections**



## EXHIBIT B

### Appendix 1

All other collections in the Teich Archives, including original souvenir postals from the 1893 World's Columbian Exposition, thought to be the first picture postcards in the United States; the Leonie DeAngelis collection of fashion, genre, holiday, and patriotic subjects; the Clare Victor Dwiggins (Dwig) collection of postcards showing comic word play and puns, lavish art nouveau designs, and images of beautiful women; and over twenty postcard albums dating from 1899 to the 1960s.

#### **3. Other donations**

22,097 postcards, plus all materials and items related to postcards, postcard selling/printing/collecting (such as postcard display racks, postcard projectors, postcard albums, postcard pillow covers, and postcard calendars) that LCFPD has associated with, or maintained in conjunction with, the Curt Teich Postcard Archives Collection.

#### **4. Outstanding donations (approximate)**

Approximately 80,406 postcards from multiple donors to be assessed to determine which materials to accession.

#### **5. Library**

Six book shelf units of books, periodicals, and other reference materials related to postcards, postcard collecting, and subjects appearing on postcards. Includes publications featuring images from the Teich Archives.

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Appendix 2

Assignment of Deed Records

EXHIBIT B  
Appendix 2

ASSIGNMENT

This Assignment is made as of October \_\_, 2016 by the Lake County Forest Preserve District (the "District") to the Newberry Library (the "Newberry").

WHEREAS, on the date first above written the District has conveyed to the Newberry numerous postcards, including the industrial postcard archive of the Curt Teich Company of Chicago and various other postcards and collections of postcards that were previously conveyed to the District by various donors (the "Postcards"); and

WHEREAS, certain of the Postcards were previously conveyed to the District by written deed of gift or equivalent legal instrument (the "Deed Postcards"); and

WHEREAS, the District's right, title and interest in the Deed Postcards was conveyed to the Newberry on the date first written above; and

WHEREAS, the District has, in the ordinary course of its operations, maintained the written deeds of gift or equivalent legal instruments for the Deed Postcards (said deeds and instruments are referred to as the "Deed Records");

NOW, THEREFORE, FOR AND IN CONSIDERATION of good and valuable consideration, including, without limitation, the mutual covenants contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged by both parties, the District hereby assigns, conveys and transfers to the Newberry all of the Deed Records.

IN WITNESS WHEREOF, the District and the Newberry have duly executed this Assignment as of the date first above written.

Signed for the  
Lake County Forest Preserve District:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title: Ann B. Maine  
President, Lake County Forest Preserve District  
Mailing address: 1899 W. Winchester Road Libertyville, IL 60048

Attested for the  
Lake County Forest Preserve District:

\_\_\_\_\_  
Name and Title: Julie Gagnani  
Board Secretary, Lake County Forest Preserve District

EXHIBIT B  
Appendix 2

Signed for the  
Newberry Library:

David Spadafora

Date: September 22, 2016

Name and Title: David Spadafora  
President and Librarian

Mailing address: The Newberry Library, 60 W. Walton Street, Chicago, IL 60610

## EXHIBIT C

Leonard A. Lauder

September 22, 2016

Ms. Ann B. Maine  
President  
Lake County Forest Preserve District  
1800 West Winchester Road  
Libertyville, IL 60048

Dear President Maine:

Pursuant to a Pledge Agreement dated as of February 22, 2012 between the Lake County Forest Preserve District (the "District") and me (the "Pledge Agreement"), I have donated to the District approximately 35,500 "Oilette" postcards published by Raphael Tuck & Son, London (collectively, the "Cards"), subject to certain terms and conditions set forth in the Pledge Agreement. The Cards comprise a collection known as the "Leonard A. Lauder Collection, Curt Teich Postcard Archives" (the "Collection") that are part of the District's Curt Teich Postcard Archives (the "Archives").

Pursuant to the Pledge Agreement, I also agreed to provide the District with funds for use by the District to process and house the Cards as set forth in a budget attached to the Pledge Agreement as Exhibit B (the "Budget"). The District and I subsequently entered into an Amendment to Pledge Agreement dated as of October 24, 2014 (the "Amendment"), which revised the Budget and authorized future revisions to the Budget by the written agreement, including by electronic mail, of the District and me. After execution of the Amendment, the District and I agreed, in electronic mail correspondence in August and September 2015, upon a revised Budget for the District's 2015-2016 fiscal year (the "Current Budget").

Section 11 of the Pledge Agreement prohibits the District from deaccessioning any of the Cards other than to eliminate any duplicate Cards within the Collection. The District now desires to enter into a deed of gift with the Newberry Library located in Chicago, Illinois (the "Deed of Gift"), for the purpose of donating to the Newberry Library (a) the Archives, including the Collection, (b) all digital and paper files that accompany the Archives, including databases, management files, and donor files, and (c) the endowment and other funds that the District holds on behalf of the Archives. The District has requested my consent to the District's donation of the Collection, as part of the Archives, to the Newberry Library.

Subject to execution and acceptance of this letter agreement by an authorized representative of the District, and the other terms and conditions set forth in this letter agreement, I hereby agree as follows:

1. Deaccession to Newberry Library. I hereby consent to the District's donation of the Collection to the Newberry Library. Specifically, I hereby waive Section 11 of the Pledge Agreement for the sole purpose of allowing the District to donate the Collection to the Newberry Library. I am separately entering into an agreement with the Newberry

## EXHIBIT C

Library regarding the Newberry Library's use and maintenance of the Collection, as well as the funding to be provided to the Newberry Library to continue the processing and housing of the Cards.

2. Final Invoice and Payment. I have paid the final invoice dated August 15, 2016 from the District for processing and housing the Cards in accordance with the Current Budget.
3. Termination of Pledge Agreement. The Pledge Agreement shall, without further action by the District or me, automatically terminate and be of no further force and effect on the date that all of the following conditions occur: (a) the Newberry Library agrees, in the Deed of Gift, to use and maintain the Collection in accordance with the provisions of the agreement between the Newberry Library and me referenced in Section 1 of this letter agreement, (b) the District and the Newberry Library fully execute the Deed of Gift, and (c) the Newberry Library takes possession of the Collection pursuant to and in accordance with the Deed of Gift.

This letter agreement will be effective from and after the date that an authorized representative of the District countersigns this letter.

Very truly yours,

  
Leonard A. Lauder

Accepted this \_\_\_ day of \_\_\_\_\_, 2016.

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Ann B. Maine  
President  
Lake County Forest Preserve District