

Maricopa County Justice Museum and Learning Center Collections Management Policy

I. Mission and Operation of the Maricopa County Justice Museum and Learning Center

The Mission Statement for the Maricopa County Justice Museum and Learning Center (“the Museum”), adopted in 2015:

Built around a famous jail at an active and historic courthouse, educates adults and students interested in local history and the Justice System by providing an interactive experience highlighting key civil and criminal rights cases as well as significant Maricopa County legal events.

The Maricopa County Justice Museum and Learning Center Foundation is a 501(c)(3) corporation. The Foundation’s Board of Directors (“Museum Board”) manages and supports the Museum.

The Museum Board works in partnership with the Maricopa County Bar Association (“MCBA”), the Maricopa County Superior Court (“Court”), and Maricopa County. The Court and County provide and maintain the physical space for the Museum on the sixth floor of the Historic Old Courthouse.

The Museum Board is comprised of volunteers who do not have any particular expertise in museum operations. The Museum Board consults with Museum professionals as necessary, particularly in the development of exhibits.

The Museum is supported administratively by the MCBA staff. That staff support, along with some record-keeping and storage space for some materials and items, is provided at the option and with the agreement of the MCBA Board of Directors.

The Museum is open to the public during court hours. Visitors go through the security screening process to enter the building and the building is monitored by Court security personnel, but the Museum is designed and set up for individuals to visit and walk through without direct supervision or guidance. Additionally, the Museum maintains a website and social media accounts as additional means of sharing content with the public.

II. Purpose of the Collections Management Policy

The purpose and scope of this Collections Management Policy is to provide flexible guidelines to be used by the current and future Museum Board to evaluate possible additions to the Museum's physical collection of historically significant items relevant to our mission.

III. Scope of the Collections

The Museum intends to acquire and maintain items focused on cases, individuals, and events of significance to the Arizona legal system, with an emphasis on Maricopa County.

To date, the Museum has acquired limited items. Some items are used in exhibits similar to theater props (old magazines in the jail cells, some old jail uniforms, handcuffs in the Miranda exhibit). Other items are considered historic artifacts and are therefore maintained in an environment sufficient to comply with current industry loan agreements.

The Museum's Collections may also include oral history recordings, videos, and photographs, some of which may be displayed and accessed on the Museum's website.

The Museum is not equipped to handle voluminous items, long-term loans (over five years in term), or enter into arrangements that would require long-term archiving or detailed record-keeping.

Further acquisitions should be focused on (1) unique items that are readily identifiable by our target audience (adults and students who may not have a legal background) as related to the legal industry that (2) are suitable (in size and content) for display in the Museum.

Acquisitions may include:

- a) Items that are appropriate for exhibition and useful as an educational tool.
- b) Items that are associated with a notable, historic legal event case.
- d) Items owned by, used by, or created by a notable person in Arizona or Maricopa County legal history.
- e) Items that hold unique intrinsic value because they are the only example of their type.

f) Items that have the ability to contribute significantly to the Museum's educational mission.

IV. Ethics:

The members of the Museum Board, professional staff, and volunteers of the Museum will behave ethically, guided by applicable museum standards.

No member of the Museum Board, employee, or volunteer shall authenticate, appraise, or otherwise place monetary value on any object offered to the Museum for its Collections. The only exceptions are valuation placed internally for insurance purposes. Establishing the value of loaned or gifted items for the Collections falls solely on the donor or lender.

V. Methods of Acquisition

The Museum Board is responsible for determining what items are added to the Collections and through which method of acquisition. In considering and voting on whether to acquire items, the Board shall consider the factors identified in this policy, including Section III, above. In acquiring items, the Museum Board shall take all necessary steps to ensure compliance with applicable laws and ethical requirements. Additionally, the Board shall make reasonable efforts to ensure basic documentation and inventory of the Collections and to maintain adequate insurance coverage for the items in its Collections. The Board may delegate acquisition decisions for a particular exhibit or project to a Board-created committee.

Items are added to the Museum's Collections through gifts, bequests, purchases, exchanges, loans, or other means of legal transference, as further described below. The Museum cannot engage in indiscriminate acquisition. The Museum will not acquire any objects that

- are hazardous to persons or facilities,
- do not have indicia of clear title,
- come with unreasonable restrictions,
- place an extraordinary administrative or financial burden on the organization.

a. Gifts:

Donors of gifts must declare in writing that they have full ownership of the items to be donated and have the authority to make said donation. Donations to the Museum are tax deductible as charitable contributions, however it is the responsibility of the donor to secure appraisals to support deductions. The Museum cannot assume responsibility to appraise donations for tax purposes. Gifts to the Museum are considered outright, unconditional, and unrestricted donations to be used in the best interest of the Museum, without condition that the object be kept intact, exhibited permanently or temporarily, or that the Museum keep the object indefinitely. Objects that are left anonymously will be considered abandoned and ownership will be assumed according to the abandoned property laws of the State of Arizona.

b. Loans:

The Museum may loan or borrow objects from the Collections of other cultural or technological institutions as well as from individuals. Loans may be accepted or given for exhibit or research purposes to any corporation, institution, or organization formed or carried on for educational or technical purposes, which will provide adequate care and security for the material. Incoming loans to the Museum will be used for purposes of exhibition only. No indefinite or long-term loans shall be accepted unless authorized by the Museum Board in the case of extremely important objects or Collections. The Museum will not regularly store materials belonging to others that are not required for exhibition. A complete record of loan transactions shall be maintained. A form loan agreement is attached hereto as Exhibit A.

c. Accessioning and Deaccessioning:

A single accession is an object or group of objects acquired from a single source at a single instance. Accession and deaccession of items should be documented, which may be done by reference to the acquisition or disposal of the item in the minutes of the Museum Board. Items may be deaccessioned if the Museum Board determines that the object does not contribute to the purposes and goals of the Museum. Preference will go to keeping archival materials in the public domain. In certain circumstances it may be appropriate to offer objects for sale. Proceeds from deaccession sales generated by the Museum must be used to purchase artifacts for the Collections or otherwise benefit the Museum.

VI. Policy Authority

This policy has been developed by the Maricopa County Justice Museum and Learning Center Board of Directors with professional consultation regarding museum best practices. This policy has been approved and adopted as of the Effective Date and shall be reviewed on a periodic basis as determined appropriate by the Museum Board.

Effective Date: May 15, 2023

EXHIBIT A

MARICOPA COUNTY JUSTICE MUSEUM AND LEARNING CENTER LOAN AGREEMENT

Please complete, sign, and return this form.

EXHIBITION/PURPOSE:	
DATE OF LOAN:	
LENDER:	
DESCRIPTION/OBJECT:	
ESTIMATED VALUE:	
TRANSPORTATION:	
OBJECT PREPARATION/ INSTALLATION/CARE:	

This loan is subject to the Conditions Governing Loans as outlined below.

Agreed by (INSERT NAME OF LENDER):

Signature: _____ Date Signed: _____

Print Name: _____ Title: _____

Approved as to form by (on behalf of Maricopa County Justice Museum and Learning Center):

Signature: _____ Date Signed: _____

Print Name: _____ Title: _____

CONDITIONS GOVERNING LOANS

The Lender agrees to the following conditions of the loan:

1. Protection:

Objects borrowed shall be given special care at all times to insure against loss, damage, or deterioration. The Justice Museum agrees to meet the special requirements for installation and handling as noted above. Upon receipt and prior to return of the objects, the Justice Museum shall make a written record of condition of Objects. The Lender shall be notified if any damage or loss is discovered. Once installed at the Museum, Objects shall be maintained in a building equipped to protect objects from fire, smoke, or water damage; under 24-hour physical and/or electronic security; and protected from extreme temperature and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards.

2. Insurance:

The Justice Museum shall obtain and maintain through the term of the loan, insurance covering the Objects for at least the value stated above under an all-risk, wall-to-wall policy subject to standard exclusions including wear and tear, gradual deterioration, insects, vermin, or inherent vice, repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion, nuclear radiation, or radioactive contamination.

At the Lender's request, the Justice Museum shall furnish the Lender with a certificate of insurance made out in favor of the Lender. Insurance value may be reviewed periodically, and the Lender reserves the right to require the Justice Museum to increase insurance coverage if reasonably justified.

3. Reproduction and Credit:

Each Object shall be labeled and credited to the Lender. Permission for reproduction must be obtained from the copyright holder, if any.

4. Costs:

Unless otherwise noted, all costs of packing, transportation, and other loan-related costs (except the above-reference all-risk insurance) shall be the responsibility of the Lender.

5. Return/Extension/Cancellation:

Objects lent must be returned to the Lender in satisfactory condition by the stated return date. An extension of the loan period must be approved in writing by the Lender and covered by parallel extension of the insurance coverage. The Lender reserves the right to cancel this loan with reasonable advanced notice to the Justice Museum.

6. Interpretation:

In the event of any conflict between this agreement and any forms of the Lender, the terms of this agreement shall be controlling. This agreement shall be construed in accordance with the law of the State of Arizona.