

**STATE OF MICHIGAN**  
**DEPARTMENT OF NATURAL RESOURCES**  
**PROCUREMENT**  
 525 W. Allegan Street  
 Lansing, MI 48933

CHANGE NOTICE NO. 2  
 to  
 CONTRACT NO. 751B2200013  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Eastern Michigan University Office of Research Development, Starkweather Hall, 2nd Floor Ypsilanti, MI 48197	Susan F. Campbell	Susan.campbell@emich.edu
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	734-487-3090	5986/054

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DNR	Sandra Clark	517-373-6362	clarkss@michigan.gov
CONTRACT ADMINISTRATOR	DNR	Lisa VanOstran	517-284-5975	vanostranl@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Text development for Historical Markers			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
01/01/2012	12/31/2013	3 - 1 year options	12/31/2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One year	<input type="checkbox"/>		12/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$57,430.00		\$10,537.50	\$67,967.50	
DESCRIPTION: Exercise final option year and extend contract to 12/31/2016. Add \$10,537.50 to the contract to cover the extension period. Update Contract Administrator name, phone number and street address for DNR.				

**FOR THE CONTRACTOR:**

**Eastern Michigan University**

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Authorized Agent Signature

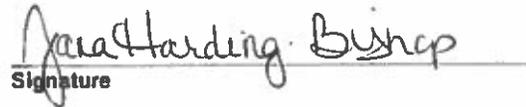
**Caryn Charter**

\_\_\_\_\_  
Authorized Agent (Print or Type)

12/21/15

\_\_\_\_\_  
Date

**FOR THE STATE:**



\_\_\_\_\_  
Signature

**Jana Harding-Bishop/Buyer**

\_\_\_\_\_  
Name & Title

**Department of Natural Resources**

\_\_\_\_\_  
Agency

12/22/15

\_\_\_\_\_  
Date



Michigan Department of Natural Resources – Procurement Services  
 P.O. Box 30028, Lansing, MI 48909  
 OR  
 530 W. Allegan, Lansing, MI 48933

**CHANGE NOTICE NO. 01 TO CONTRACT NO. 751B2200013**

**Between  
 STATE OF MICHIGAN  
 and**

*Required by authority of 1984 PA 431, as amended.*

Name and Address of Contractor  <b>Eastern Michigan University          Office of Research Development          Starkweater Hall, 2<sup>nd</sup> Floor          Ypsilanti, MI 48197</b>	Primary Contact <b>Susan F. Campbell</b>
	Email <b>Susan.Campbell@emich.edu</b>
	Telephone <b>(734) 487-3090</b>
Contractor #, Mail Code	

State Contact	Agency	Name	Telephone	Email
Project Manager	DNR	Sandra Clark	(517) 373-6362	ClarkSS@michigan.gov
Buyer	DNR	Jana Harding-Bishop	(517) 373-1190	HardingJ3@michigan.gov

**Initial Contract Summary**

Description (Provide a basic but comprehensive description of services) Text Development for Historical Markers			
Effective Date <b>1/1/2012</b>	Initial Expiration Date <b>12/31/2013</b>	Initial Available Options <b>3 - 1 year options</b>	Current Expiration Date <b>12/31/2013</b>
Payment Terms <b>Net 45</b>	F.O.B. <b>N/A</b>	Shipped <b>N/A</b>	Shipped From <b>N/A</b>
Minimum Delivery Requirements <b>N/A</b>		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Description of Change Notice**

Option Exercised: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, New Expiration Date: <u><b>12/31/2015</b></u>
Provide the detail of the Change Notice Exercise 2 - 1 year options Change the title of EMU student from "Intern" to "Graduate Research Assistant" Change year 1 compensation to \$14,240.00 and year 2 to \$14,810.00 from \$13,360.00 and \$14,520.00 respectively.	
Value/Cost of Change Notice <b>\$29,050.00</b>	Estimated Revised Aggregate Contract Value <b>\$57,430.00</b>

**FOR THE CONTRACTOR:**

**Eastern Michigan University**

On-file in DNR Procurement

Authorized Agent Signature

Caryn Charter

Authorized Agent (Print or Type)

12/11/13

Date

**FOR THE STATE:**

**Department of Natural Resources**

On-file in DNR Procurement

Authorized Buyer Signature

Jana Harding, Buyer

Authorized Buyer (Print or Type)

12/12/13

Date

**COOPERATIVE AGREEMENT**  
**Between**  
**MICHIGAN HISTORICAL CENTER, DEPARTMENT OF NATURAL RESOURCES**  
**And**  
**EASTERN MICHIGAN UNIVERSITY**

This Agreement, made this 7<sup>th</sup> day of November, 2013, by and between the Michigan Historical Center, a State of Michigan agency within the Department of Natural Resources, 702 W. Kalamazoo, Lansing, Michigan, 48909 (hereinafter referred to as the Center) and Eastern Michigan University, a public body corporate and institution of higher education, Starkweather Hall, 2nd Floor, Ypsilanti, Michigan 48197 (hereinafter referred to as the "University") is entered into for the purpose of developing text for Michigan Historical Markers, and will remain in effect for a minimum of two (2) years from the date of its execution.

The Center and the University agree as follows:

**I. SCOPE OF WORK**

The Center will provide funding for one Graduate Research Assistant (RA) for a two-year period for an EMU Historic Preservation Student to work with the Center on the Michigan Historical Marker Program. The Eastern Michigan University Historic Preservation Program (EMU-HPP) Director will mentor the RA. The Director of the Center will assign, monitor and approve the work of the RA.

**RA Job Requirements**

- The RA will attend all meetings of the Michigan Historical Commission and present Michigan Historical Marker texts to the Commission for review.
- The RA will be enrolled in the EMU-HPP/Certificate Program at Eastern Michigan University.
- The successful RA applicant must commit to a calendar year's effort, unless otherwise arranged.
- The RA will work an average of 20 hours per week for 15 weeks during each of the University's Fall, Winter, and Summer terms, for a total of 900 hours per year. The RA will submit a bi-weekly timesheet to the Center Director documenting the work he/she has performed. At least one day of work per week will be in the offices of the Center in Lansing. Each RA will negotiate his/her actual work schedule with the Center Director.

**RA Duties**

**The RA will complete the following steps for at least 20 historic markers per year.**

- Review documentation of information for texts for Michigan Historical Markers relying on primary sources whenever possible;
- Develop and complete a documentation checklist for each marker;
- Work with sponsors to fill in research gaps in the materials provided, understanding that there will likely be additional research that must be performed by the RA;
- Draft texts for Michigan Historical Markers in a timely fashion in accordance with the schedule established by the Center Director and with established marker style and content guidelines;
- Work with sponsors of the markers and the Center Director to reach agreement on the draft texts to be submitted to the Michigan Historical Commission for approval;
- Meet with the Commission to present each marker text for approval

- It is noted that if it is not possible to complete this process for a specific marker then the RA will still document his/her efforts for that marker thoroughly, and notify the Center Director of the situation as soon as possible.

The University will provide tuition and general fees coverage for up to 18 credits per academic year for the selected RA for the two-year period of this agreement.

## II. PERIOD OF PERFORMANCE AND TERMINATION

- a) The period of performance for this Agreement shall be from January 1, 2014, to December 31, 2015, unless amended by written mutual consent.
- b) This Agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party.
- c) This agreement may be extended by mutual consent of both parties.

## III. COMPENSATION AND METHOD OF PAYMENT

The Center agrees to compensate the University for the annual stipend and benefits for one RA at the rate of \$14,240 for a student in his or her first year of working on the Michigan Historical Marker program and \$14,810 for a student returning to the program for a second year. The total of the stipend funding provided by Center over the two-year period of this Agreement is not to exceed \$29,050; these figures include the EMU-required coverage of 2% benefits for workers compensation, etcetc.

The University will provide the funding for the tuition and general fees for the RA for the two-year period. The estimated University contribution will range from \$8,900 to \$17,130 per year, depending on the course enrollment and residency status of the selected RA.

In the event this Agreement is terminated, the Center agrees to reimburse the University for all costs and expenses incurred that relate to this cooperative agreement, through the date of termination; and the University agrees to reimburse the Center for any unexpended portion of the stipend payment already received.

The Center will submit a payment of 50% of the year's stipend in March each year, and the other 50% in October each year, each upon invoice. Payments will be mailed to:

Manager  
Grants Accounting  
Eastern Michigan University  
212 Hover Building  
Ypsilanti, MI 48197

## IV. KEY PERSONNEL

For the purposes of this Agreement, the individual RA responsible for the delivery of services specified in Article I shall be jointly selected by the Center and EMU-HPP Director, Theodore Ligibel. Substitution will not be made without prior written notification to and approval of the Center.

## V. ASSIGNMENT

The University may not assign or transfer this Agreement, any interest therein, or claim thereunder, without the prior written approval of the Center.

**VI. NATURE OF RELATIONSHIP**

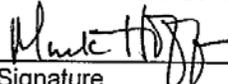
The relationship of the University to the Center is, and shall continue to be, that of an independent contractor, and no liability or benefits shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee or subcontractor. The RA is a Graduate Research Assistant of the University and is thereby protected by all rights established by this institution pertaining to Graduate Research Assistants, including coverage of worker's compensation by the University.

**VII. AGREEMENT TERMS**

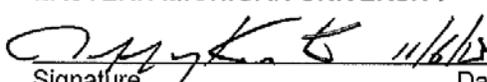
- A. This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties, provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- B. The Center Director and the EMU-HPP Director will jointly evaluate the work of the RA at the end of each semester to ensure that the RA is successfully filling the duties and will counsel or terminate the appointment of the RA if the duties are not being fulfilled.
- C. Any paragraph, sentence, phrase or other provision of this Agreement that is in conflict with any applicable statute, rule or other law shall be deemed, if possible, to be omitted herefrom. The invalidity of any portion hereof shall not affect the force or effect of the remaining portions thereof.
- D. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, and suit must be brought within the State of Michigan.

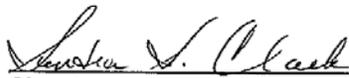
**IN WITNESS WHEREOF**, the Center and the University, by and through their duly authorized officers and representatives, have executed this Cooperative Agreement as of the date first written above.

**STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES**

 10/28/13  
 Signature Date  
 Mark Hoffman  
 Chief Administrative Officer

**EASTERN MICHIGAN UNIVERSITY**

 11/6/13  
 Signature Date  
 Jeffrey Kentor  
 Associate Provost and Associate  
 Vice-President for Graduate Studies and  
 Research

 10/30/13  
 Signature Date  
 Sandra Clark, Director  
 Michigan Historical Center

 11/7/13  
 Signature Date  
 Theodore Ligibel, Director  
 EMU Historic Preservation Program

January 4, 2012

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
Office of Financial Services  
Procurement Services  
PO Box 30028  
Lansing, Michigan 48909

NOTICE  
OF  
CONTRACT NO. 751B2200013  
between  
THE STATE OF MICHIGAN  
And

NAME & ADDRESS OF VENDOR		CONTRACTOR	
Eastern Michigan University Office of Research Development Starkweather Hall, 2 <sup>nd</sup> Floor Ypsilanti, MI 48197  Susan.campbell@emich.edu		Susan F. Campbell (734) 487-3090	
		DNR BUYER Jana Harding-Bishop (517) 373-1190	
Contract Administrator: Sandra Clark (517) 373-6362			
Contract Description Text Development for Historical Markers			
CONTRACT PERIOD: From: 1/1/2012 To: 12/31/2013			
TERMS		SHIPMENT	
Net 45 days		N/A	
F.O.B.		SHIPPED FROM	
N/A		N/A	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

The attached represents the mutually agreed to description of services to be provided and terms and conditions.

This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.

Est. Contract Value: \$28,380.00 \_\_\_\_

January 1, 2012

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
FINANCIAL SERVICES  
P.O. BOX 30028, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT AGREEMENT NO. 751B2200013

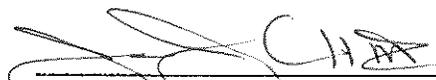
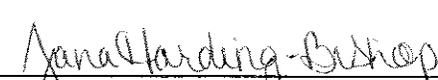
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		CONTRACTOR	
Eastern Michigan University Office of Research Development Starkweather Hall, 2 <sup>nd</sup> Floor Ypsilanti, MI 48197  Susan.campbell@emich.edu		Susan F. Campbell (734) 487-3090	
		DNR BUYER Jana Harding-Bishop (517) 373-1190	
Contract Administrator: Sandra Clark (517) 373-6362			
Contract Description Text Development for Historical Markers			
CONTRACT PERIOD:		From: 1/1/2012	To: 12/31/2013
TERMS	Net 45 days	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS N/A			

The attached represents the mutually agreed to description of services to be provided and terms and conditions.

This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.

Est. Contract Value: \$ 28,380.00

 James J. Carroll, III Interim Associate Provost Associate Vice President for Research Eastern Michigan University	12-13-11 Date	 Jana Harding-Bishop Buyer Michigan Department of Natural Resources	1-4-12 Date
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**COOPERATIVE AGREEMENT**  
**Between**  
**MICHIGAN HISTORICAL CENTER, DEPARTMENT OF NATURAL RESOURCES**  
**And**  
**EASTERN MICHIGAN UNIVERSITY**

This Agreement, made this \_\_\_ day of \_\_\_\_\_, 2011, by and between the Michigan Historical Center, a state agency within the Department of Natural Resources, 702 W. Kalamazoo, Lansing, Michigan, 48909 (hereinafter referred to as the Center) and Eastern Michigan University, a public body corporate and institution of higher education, Starkweather Hall, 2nd Floor, Ypsilanti, Michigan 48197 (hereinafter referred to as the "University") is entered for the purpose of developing text for Michigan Historical Markers, and will remain in effect for a minimum of two (2) years from the date of its execution.

The Center and the University agree as follows:

**I. SCOPE OF WORK**

The Center will provide funding for one internship for a two year period for an EMU Historic Preservation Student to work with the Center on the Michigan Historical Marker Program. The University's Historic Preservation Program Director will mentor the intern. The director of the Center will assign, monitor and approve the work of the intern.

**Intern Job Requirements:**

- The intern will attend all meetings of the Michigan Historical Commission and present Michigan Historical Marker texts to the Commission for review.
- The intern will be enrolled in the Historic Preservation Program/Certificate Program at Eastern Michigan University.
- The successful intern applicant must commit to a calendar year's effort, unless otherwise arranged.
- The intern will work an average of 20 hours per week for 15 weeks during each of the University's Fall and Winter terms, and for 7.5 weeks in each of the Spring and Summer terms, for a total of 900 hours per year. The intern will submit a bi-weekly timesheet documenting the work performed. At least one day of work per week will be in the offices of the Center in Lansing. Each intern will negotiate his/her actual work schedule with the Center director.

**Intern Duties:**

- Review documentation of information for texts for Michigan Historical Markers relying on primary sources whenever possible;
- Develop and complete a documentation checklist for each marker;
- Work with sponsors to fill in research gaps in the materials provided; understanding that there will likely be additional research that must be performed by the intern;
- Draft texts for Michigan Historical Markers in a timely fashion in accordance with the schedule established by the Center director and with established marker style and content guidelines;
- Work with sponsors of the markers and the Center director to reach agreement on the draft texts to be presented to the Michigan Historical Commission for approval;
- Meet with the commission to present each marker text for approval
- If it is not possible to complete this process for a specific marker, the intern will document his/her effort for that marker thoroughly and notify the Center director of the situation as soon as possible.

The University will provide full tuition and general fees coverage for up to 18 credits per academic year for the selected Graduate Intern for the two-year period of this agreement.

## II. PERIOD OF PERFORMANCE AND TERMINATION

- a) The period of performance for this Agreement shall be from January 1, 2012, to December 31, 2013, unless amended by written mutual consent.
- b) This Agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party.
- c) This Agreement may be extended by mutual consent of both parties.

## III. COMPENSATION AND METHOD OF PAYMENT

The Center agrees to compensate the University for the annual stipend, including benefits, for one intern at the rate of \$13,860 for a student in his or her first year of working on the Michigan Historical Marker program and \$14,520 for a student returning to the program for a second year. The total of the funding provided by Center over the two-year period of this Agreement is not to exceed \$28,380. The University will provide the funding for the tuition and general fees for the Intern for the two-year period. The University's estimated contribution will range from \$8,500 to \$16,320 per year, depending on the course enrollment and residency status of the selected intern.

In the event this Agreement is terminated, the Center agrees to reimburse the University for all costs and expenses incurred that relate to this cooperative agreement, through the date of termination; and the University agrees to reimburse the Center for any unexpended portion of the stipend payment already received.

The Center will submit a payment of 50% of the year's stipend in March each year, and the other 50% in October each year, each upon invoice. Payments will be mailed to:

Susan Campbell  
Office of Research Development  
Eastern Michigan University  
Starkweather Hall 2nd Floor  
Ypsilanti, MI 48197

## IV. KEY PERSONNEL

For the purposes of this Agreement, the individual intern responsible for the delivery of services specified in Article I shall be jointly selected by the Center and the University's Historic Preservation Director, Theodore Ligibel. Substitution will not be made without prior written notification to and approval of the Center.

## V. ASSIGNMENT

The University may not assign or transfer this Agreement, any interest therein, or claim thereunder, without the prior written approval of the Center.

**VI. NATURE OF RELATIONSHIP**

The relationship of the University to the Center is, and shall continue to be, that of an independent contractor, and no liability or benefits shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee or subcontractor. The intern is a Graduate Assistant of the University and is thereby protected by all rights established by this institution pertaining to Graduate Assistants, including coverage of worker's compensation by the University.

**VII. AGREEMENT TERMS**

- A. This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties, provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- B. The Center director and the University's Historic Preservation Director will jointly evaluate the work of the intern at the end of each semester to ensure that the intern is successfully filling the duties and will counsel or terminate the intern if the duties are not being fulfilled.
- C. Any paragraph, sentence, phrase or other provision of this Agreement that is in conflict with any applicable statute, rule or other law shall be deemed, if possible, to be omitted herefrom. The invalidity of any portion hereof shall not affect the force or effect of the remaining portions thereof.
- D. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, and suit must be brought within the State of Michigan.

IN WITNESS WHEREOF, the Center and the University, by and through their duly authorized officers and representatives, have executed this Cooperative Agreement as of the date first written above.

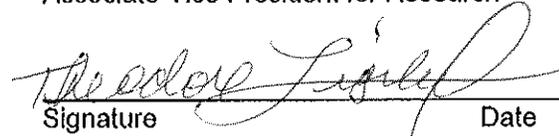
DEPARTMENT OF NATURAL RESOURCES

EASTERN MICHIGAN UNIVERSITY

  
\_\_\_\_\_  
Signature Date  
Rodney Stokes 1-3-12  
Director

  
\_\_\_\_\_  
Signature Date  
James J. Carroll, III 12-13-11  
Interim Associate Provost  
Associate Vice President for Research

  
\_\_\_\_\_  
Signature Date  
Sandra Clark, Director 12/13/11  
Michigan Historical Center

  
\_\_\_\_\_  
Signature Date  
Theodore Ligibel, Director 12/13/11  
EMU Historic Preservation Program

## MEMORANDUM OF UNDERSTANDING

among the  
MICHIGAN HISTORY FOUNDATION,  
MICHIGAN HISTORICAL CENTER, MICHIGAN DEPARTMENT OF  
NATURAL RESOURCES,  
STATE HISTORIC PRESERVATION OFFICE, MICHIGAN STATE  
HOUSING DEVELOPMENT AUTHORITY, and  
EASTERN MICHIGAN UNIVERSITY  
regarding the  
MICHIGAN HISTORICAL MARKER PROGRAM

### I. Purposes

The purpose of this Memorandum of Understanding is to document the agreement among the Michigan History Foundation (the Foundation), the Michigan Historical Center (the Center), the State Historic Preservation Office (the SHPO), and Eastern Michigan University (the University), on behalf of its Historic Preservation graduate program, concerning the management of the Michigan Historical Marker Program. It is the goal of the Parties to manage the program in a manner that:

- A. Maintains the standards of the State Register of Historic Sites;
- B. Continues to provide accurate, well-written text on Michigan Historical Markers;
- C. Continues to serve the communities and organizations throughout the state that elect to seek markers to share their history with residents, visitors and future generations;
- D. Provides sound management of the program outside of state government in accordance with Executive Order 2009-36; and
- E. Gives Michigan university students a public history experience that broadens their research ability, involves direct dealing with the general public and a public advisory body, hones their writing skills and creates a lasting product and contribution to Michigan.

### II. Statutory Considerations

- A. The Michigan Historical Markers Act [MCL 399.161-399.160] establishes the Michigan Historical Marker Program (the Marker Program) and the State Register of Historic Sites (the State Register). It sets the marker application fee and charges the Michigan Historical Commission (the Commission) with approving applications for markers and the text that appears on the markers. Funds to purchase the markers are provided by a local community, an organization or individual sponsors.
- B. The Markers Act ties the marker program to the State Register of Historic Sites, which in turn forms the basis for eligibility for several state financial incentive programs:
  - Downtown Development Authority [MCL 125.1679]
  - Tax Increment Finance Authority [MCL 124.1826]
  - Corridor Improvement Authority [MCL 125.2896]

- Income Tax Act (tax credits) [MCL 206.266]
- Michigan Business Tax Act (tax credits) [MCL 208.1436]
- Natural Resources and Environmental Protection Act (historic preservation easements) [MCL 324.2140]

### III. Responsibilities

The parties agree to assume the following responsibilities for the Marker Program:

- A. The Foundation will provide administrative management of the Marker Program:
- Contracting for the production of the markers;
  - Acting on behalf of the Center in maintaining fiduciary responsibility for all marker application fees and marker payments;
  - Ordering the Markers as approved by the Commission;
  - Making information about the Marker Program available to the public through its web site.
  - A sum of \$50 from each \$250 marker application fee is allocated to the Foundation for the expenses associated with this function. The Foundation allocation will not change if the SHPO or Commission rejects a marker application and the full application fee is refunded to the sponsor. Remaining application fee funds may be used for replacement markers, correction of errors on markers, or other marker-related purposes as directed by the Commission.
  - At the time this agreement takes effect, all uncommitted funds in the Marker Fund will be transferred to the Foundation.
- B. The SHPO will evaluate all Historical Marker applications to assure that they meet the historic significance and public purposes outlined in the Michigan Historical Markers Act, marker criteria, and the policies of the Michigan Historical Commission.
- C. Using independent studies or graduate seminars, the University will guide students in preparing marker texts, according to the following process:
- Research the subject matter to ensure accuracy;
  - Prepare a prioritized list of the information to be included in the marker taking into account historical significance, verifiable information, Commission policy and suggestions from the marker sponsors;
  - Prepare a draft text for each marker;
  - Obtain acceptance of the text from the marker sponsor;
  - Present the marker to the Commission for approval;
  - Students will be credited for their work at marker dedication ceremonies and the permanent marker files maintained by the SHPO.
  - Limited reimbursement for documented and pre-approved research expenses will be provided from the marker fees.
- D. The Center will serve as the Commission's liaison to the Foundation, the University and the marker sponsors, including responding to questions about the program from the public or the press.

A detailed process chart is attached to this agreement and may be amended at any time by the mutual agreement of those parties involved in the relevant steps of the process.

IV. Areas of Mutual Agreement

- A. The Center and SHPO will complete the work on all markers approved by the Commission prior to this MOU taking effect.
- B. This MOU takes effect upon the signature of all the parties and shall remain in effect unless terminated by one of the parties giving 60 days notice to the other parties, or until rescinded by a replacement agreement.
- C. Each party agrees to seek its own legal representation and bear its own costs, including judgments, in any litigation that may arise from the performance of any activity undertaken pursuant to this MOU. It is expressly agreed and understood that none of the parties will indemnify the other parties in the event of litigation.

MICHIGAN HISTORY FOUNDATION

BY: Patricia Clark DATE: 1.14.09  
Patricia Clark, Executive Director

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

BY: Mark Hoffman DATE: 12/23/09  
Mark Hoffman, Chief  
Communications Division

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

BY: Brian Conway DATE: 1/12/10  
Brian Conway, State Historic Preservation Officer

EASTERN MICHIGAN UNIVERSITY

BY: Theodore Ligibel DATE: 1/13/10  
Theodore Ligibel, Director  
Historic Preservation Program

BY: Richard Sambrook DATE: 01/12/2010  
Richard Sambrook, Head  
Department of Geography and Geology

## ADDITIONAL TERMS AND CONDITIONS

### I-A ISSUING OFFICE

This contract is issued by the State of Michigan, Department of Natural Resources, Financial Services (FS) for The Michigan Historical Center (WD).

FS is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this contract. All requests for changes, modifications, amendments, etc. must be addressed to:

Jana Harding-Bishop  
DNR, FS  
6th Floor, Mason Building  
P.O. Box 30028  
Lansing, MI 48909  
(517) 373-1190

### I-B MODIFICATIONS OF CONTRACT

This contract may be modified provided that any changes proposed by either party are requested in writing and mutually agreed to by the official representative of the Contractor shown in this contract and the DNRE contract administrator. This request is not valid until it is signed by all parties, a Contract Change Notice is issued by the Issuing Office and a Purchase Order is issued by the DNRE.

### I-C NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of this contract.

### I-D SEVERABILITY

Each provision of this contract shall be deemed to be severable from all other provisions, and if one or more of the provisions shall be declared invalid, the remaining provisions of this contract shall remain in full force and effect.

### I-E HEADINGS

Captions and headings used in this contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this contract.

## I-F RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason.

## I-G COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing this contract. Total liability of the State is limited to the terms and conditions of this contract.

## I-H CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for the performance of all of its obligations under this contract, whether the obligations are performed by the Contractor or a subcontractor. The State reserves the right to approve any subcontractor hired to perform the Contractor's obligations under this contract, and the right to require the Contractor to replace any subcontractor deemed unacceptable by the State. The Contractor is exclusively responsible for adherence by subcontractors to all provisions of this contract. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the contract.

## I-I

### News Releases

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, which will not be unduly withheld.

### Publication

The Contractor will not use, release, or publish any analyses, findings, results or techniques developed under this agreement, or any information derived therefrom until such analyses, findings or techniques have been reported to the State in the manner prescribed by this agreement and have become public domain. These analyses, findings or techniques will be considered in the public domain when: 1) they are submitted to the State and receive positive action, 2) they are formally accepted by the State, or 3) forty-five (45) days elapse after submission to the State, whichever of the three may occur first. No material may be published which is exempt from disclosure under Public Act No. 442 of 1976 known as the "Freedom of Information Act" without express permission from the State. The Contractor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least thirty (30) days in advance. Review of materials will be handled expeditiously and approval will not be unduly withheld.

## Acknowledgement of State Participation/Support

All publications or oral presentations concerning the analyses, findings, results or techniques developed under this agreement will contain an acknowledgement of the State's participation and support unless the State requests in writing that their participation and support not be acknowledged. Furthermore, Contractor may not receive fees for any article in excess of the cost of preparation of published article and excluding the cost of the research and compilation which was compensated under the contract.

### I-J DISCLOSURE

All information in this contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

### I-K ACCOUNTING RECORDS

The Contractor will be required to maintain project records pertaining to the Cooperative Agreement for three (3) years from the expiration date of this contract, which access shall be made available to the State upon reasonable notice to Contractor.

### I-L AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the requirements of this contract.

### I-M SAFETY AND ACCIDENT PREVENTION

In performing work under this contract on State premises, the Contractor shall conform to any specific safety requirements contained in this contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of this contract and shall be grounds for cancellation of this contract in accordance with the Cancellation provisions contained herein.

### I-N TAXES

#### Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

Sales and Use Taxes Contractors are required to be registered to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State.

## I-O GENERAL INDEMNIFICATION

Each party to this contract must seek its own legal representative and bear its own costs; including judgments, in any litigation that may arise from performance specific to each party's responsibilities. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

## I-P INSURANCE REQUIREMENTS

The contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the contractor's operations under the contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

NOTE: CONTRACTOR MAY SUBMIT EVIDENCE OF SELF-INSURANCE AND/OR AMENDMENT OF EXISTING LIABILITY COVERAGE IN FULFILLMENT OF ABOVE PROVISIONS, IF THE STATE ACCEPTS THE EVIDENCE OR AMENDED LIABILITY COVERAGE AS PROVIDING COMPARABLE PROTECTION OF THE STATE'S INTEREST.

The contractor is required to provide proof of insurance or self-insurance. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the contractor's performance of services under the terms of this Contract, whether such services are performed by the contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

## I-Q NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

## I-R CANCELLATION

The State may cancel this contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under this contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event the State chooses to partially cancel this contract for cause charges payable under this contract will be equitably adjusted to reflect those services that are cancelled.

In the event this contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in this contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make performance of the services under this contract no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. The State may cancel this contract in the event that funds to enable the State to effect continued payment under this contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to annual appropriation or availability of funds for this contract. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the contractor's business integrity, the State may cancel this contract.

5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules, the State may cancel this contract. Notwithstanding any other provision of this contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that disbursements under this contract violate Article 11, Section 5 of the Michigan Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

#### I-S ASSIGNMENT

The Contractor shall not have the right to assign this contract or to assign or delegate any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under this contract without the prior written consent of DNR Financial Services.

#### I-T DELEGATION

The Contractor shall not delegate any duties or obligations under this contract to a subcontractor other than a subcontractor named in the bid unless DNR Financial Services has given written consent to the delegation.

#### I-U NON-DISCRIMINATION CLAUSE

In the performance of any contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.

#### I-V UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

#### I-W SURVIVOR

Any provisions of this contract that impose continuing obligations on the parties shall survive the expiration or cancellation of this contract for any reason.

#### I-X PERFORMANCE REVIEWS

DNR may review with the contractor their performance under the contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on contractor's past performance with the State. Performance reviews shall include, but are not limited to, quality of service being delivered and provided, timeliness, percentage of completion, accuracy of billings, customer service, completion and submission of required paperwork, and other requirements of the contract.

Upon a finding of poor performance, which has been documented by DNR Financial Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by DNR Financial Services, the contract may be canceled for default.

#### I-Y ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. Public Act 533 of 2004 requires all payments made by the State of Michigan be transitioned to Electronic Funds Transfers (EFT).

#### I-Z RENEWALS

This contract may be renewed by a written and mutually executed agreement of the parties, in accordance with Section I-I above, not less than 30 days before its expiration. The contract may be renewed for up to three (3) one year periods.

#### I-AA COMPLIANCE WITH LAWS

The Contractor represents to the best of its knowledge and belief that, in performing the services called for by this Contract, it will not violate any applicable law, rule, or regulation, or any intellectual rights of any third party; including but not limited to, any United States patent, trademark, copyright, or trade secret.