

June 24, 2025

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226


**RE: Memorandum of Agreement between City of Detroit and Wayne State University
Gordon L. Grosscup Museum of Anthropology for the Donation of Artifact Collections**

Honorable City Council:

The City of Detroit, by and through its Housing and Revitalization Department (“HRD”), is requesting to enter into a Memorandum of Agreement (“Memorandum”) with the Wayne State University Gordon L. Grosscup Museum of Anthropology. The MOA will assist the parties in coordinating their respective duties and responsibilities in transferring ownership of artifact collections where the City maintains ownership at the time of excavation.

We request that your Honorable Body adopt the attached resolution to approve the authorization to execute the documents that may be necessary or convenient to complete the Memorandum of Agreement between the City of Detroit and Wayne State University Gordon L. Grosscup Museum of Anthropology.

Respectfully submitted,

DocuSigned by:

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Julie Schneider,
Director, Housing and Revitalization Department
City of Detroit

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves the certain Memorandum of Agreement by and between the City of Detroit and Wayne State University Gordon L. Grosscup Museum that is attached hereto and incorporated herein as Exhibit A (the “MOA”), and be it further

RESOLVED, that the Director of Housing and Revitalization Department, or an authorized designee, is authorized to execute the MOA on behalf of the City, and be it finally

RESOLVED, that the MOA will be considered confirmed when executed by the Director of Housing and Revitalization Department, or their authorized designee, and approved by Corporation Counsel as to form.

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF DETROIT
AND
WAYNE STATE UNIVERSITY GORDON L. GROSSCUP MUSEUM OF
ANTHROPOLOGY**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into by and between **WAYNE STATE UNIVERSITY, a 501(c)(3) public research university**, which has established the Gordon L. Grosscup Museum of Anthropology, located at 4841 Cass Avenue, Detroit, MI 48201 (“Grosscup Museum”), and **THE CITY OF DETROIT, a Michigan municipal corporation**, acting through its Housing and Revitalization Department, located at 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226 (“CITY”). Grosscup Museum or CITY may be referred to herein as a “Party” or collectively as the “Parties” to this MOA, as applicable.

RECITALS

WHEREAS, the City is the recipient of federal funding from the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, under 24 C.F.R. Part 58: Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities allows the recipient of such funding, whether a state, tribe, or unit of local government, to assume the authority to perform the environmental review responsibilities (be the “Responsible Entity”);

WHEREAS, the CITY is designated as the Responsible Entity by HUD for all real estate development projects receiving direct financial assistance through HUD funding sources;

WHEREAS, as the Responsible Entity, the CITY is required to comply with the National Environmental Policy Act (“NEPA”), 42 U.S.C. § 4321 et seq. and Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. § 300101 et seq., defined in 36 C.F.R. 800: Protection of Historic Properties;

WHEREAS, the development of real estate projects within the City may result in the discovery of cultural material recovered during archaeological survey, excavation, and data recovery;

WHEREAS, a Programmatic Agreement between the Michigan State Historic Preservation Office (SHPO) and the City is in effect to allow a City-employed Preservation Specialist to administer Section 106 Review and requires the City to ensure proper care of any items discovered (“Collections”); and

WHEREAS, the Grosscup Museum is an institution committed to preservation, research, interpretation, and exhibition of material culture for the benefit and enrichment of the local and university communities.

WHEREAS, the Grosscup Museum has an established Collection Policy that provides procedures and requirements to hold archaeological collections for future research, exhibit, and instruction, and is the preferred repository for post-contact period Detroit-specific cultural materials,

NOW THEREFORE, the City and the Grosscup Museum acknowledge the following understanding:

PURPOSE

The purpose of this MOA is to assist the Parties in coordinating their respective duties and responsibilities in response to the donation of artifact collections, museum curation, and storage of artifacts recovered during HUD-funded ground disturbing activities determined to archeologically significant by a professional archeologist, as determined by the United States Secretary of the Interior's *Professional Qualification Standard for Archaeology* (48 F.R. 44738).

DEFINITIONS

"Artifact" refers to a portable object made or used by people in the past, including the recent past. Examples include, but are not limited to, metal tools and hardware, glass bottles, ceramic dishes, items of clothing (buttons, shoes, etc.), toys, and butchered animal bones. Artifacts or collections of artifacts that are associated with specific archeological sites and that retain sufficient integrity to permit the extraction of information about past human behaviors are considered archaeologically significant.

"Box" refers to a standard-sized banker's box (15"x 12"x 10").

"Collection(s)" refers to the amassed artifacts.

"Consultant" means a person or firm that has been retained to provide environmental or other technical advice or services as defined in 7 CFR 1789.151

"Developer" refers to the recipient of HUD funding as part of a real estate project occurring with the City of Detroit.

"HUD" is the United States Department of Housing and Urban Development.

"NEPA" is the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.

"NHPA" is the National Historic Preservation Act, 54 U.S.C. § 300101 et seq.

"Responsible Entity" is the local governmental entity, whether a state, tribe, or local unit of government, that assumes the authority of the Federal government to perform the environmental review responsibilities on development projects.

“Section 106” refers to the section of the NHPA (54 U.S.C. 300101) which outlines federal agency responsibilities for historic preservation, implemented by the regulations located at 36 CFR Part 800, et. al.

“SHPO” is the Michigan State Historic Preservation Office.

RESPONSIBILITIES OF THE CITY

- A. The CITY is the Responsible Entity for HUD-funded development projects within the City of Detroit and will ensure that the Developer follows all environmental procedures outlined in HUD’s Part 58 review procedures, the NHPA, and as part of a Section 106 Review.
- B. The CITY will maintain ownership and practical management authority, either directly or indirectly, of Collections that are excavated or removed from city-owned land, until ownership is transferred to Wayne State University when a deed of gift is signed or the CITY obtains a confirmation of deposit from Grosscup Museum pursuant to the terms of this MOA, whichever occurs first. The CITY intends to utilize the acceptance of this Agreement to address the curation of such Collections.
- C. The CITY shall reserve the right to review artifact Collections of which the CITY may have claim to prior to donation and to retain ownership over exceptionally valuable, unique, or significant artifacts. In order to preserve the integrity of the archaeological record, the CITY will coordinate with the Grosscup Museum to ensure that any data associated with retained artifacts is transmitted to the museum.
- D. The CITY shall direct Developers and their consultants to coordinate with the Grosscup Museum to encourage that the artifacts of archeological or cultural significance located on a project site are properly collected, and that the Developer pays for the curation and storage fee stated in this Agreement.

RESPONSIBILITIES FOR GROSSCUP MUSEUM

- A. The Grosscup Museum shall provide curatorial services following the best practices for collections management. Curatorial services shall include, but are not limited to:
 - 1. Inventorying, accessioning, labeling, and cataloging a collection;
 - 2. Identifying, evaluating, and documenting a collection;
 - 3. Storing and maintaining a collection using appropriate methods and containers under appropriate environmental conditions and physically secure controls;
 - 4. Periodically inspecting a collection and taking such actions as may be necessary to preserve said collection;
 - 5. Providing access and facilities to study a collection; and
 - 6. Handling, cleaning, stabilizing, and conserving a collection in such a manner as to preserve it.
- B. The Grosscup Museum will ensure that all Collections shall be overseen by a qualified museum

professional who possesses knowledge, experience, and demonstrable competence in museum methods and techniques appropriate to the nature and content of the collection under the person's management and care and commensurate with the person's duties and responsibilities.

- C. In accordance with Grosscup Museum's Curation Guidelines, the Developer or their hired consultant will coordinate with the Grosscup Museum for the proper accessioning, processing, and cataloging for long-term storage of the Collections from CITY-sponsored projects that are to be deposited with the Grosscup Museum. Additionally, Grosscup Museum staff will provide catalog numbers prior to the transfer of any artifacts, according to the 2023 *Gordon L. Grosscup Museum of Anthropology at Wayne State University-Curated Collections Policy*.
- D. The Grosscup Museum may apply a one-time curation and storage fee of up to six hundred dollars (\$600.00) per box. This fee can be used towards the personnel costs to process Collections upon deposit at the repository; the cost of appropriate curatorial materials, such as shelving, boxes, and packing materials to meet the standards of storage including environmental controls; the cost of collections care as required by the federal regulations and by professional museum standards; and the cost to optimize accessibility to the Collections and provide associated documentation for researchers.
- E. Upon transfer of a Collection, the Grosscup Museum will send the CITY confirmation of deposit. The donations will become the property of the Grosscup Museum once they have been transferred, and the Grosscup Museum has the right to deaccession said items that it receives.

EFFECTIVE DATE AND DURATION

This MOA shall become effective on the date it is signed by all parties and shall continue to remain in effect until terminated.

AMENDMENTS

If the City and/or the Grosscup Museum determines this MOA needs to be amended, either Party may propose such an amendment. The Party proposing to amend this MOA shall notify the other party to this MOA, outlining the reasons for the proposed amendment, and shall provide at least thirty (30) calendar days for the other Party to review and respond.

If both Parties agree to the terms of the proposed amendment, they shall sign the amendment and attach it to this MOA. The amendment will be effective on the date of the final signature.

TERMINATION

If the City and/or the Grosscup Museum determines they cannot implement the terms of this MOA, or if either Party determines that the MOA is not properly implemented, the City or the Grosscup Museum may propose that this MOA be terminated.

The Party proposing to terminate this MOA shall notify the other Party, explain the reasons for the proposed termination, and shall provide at least sixty (60) calendar days for the other Party to

consult and respond. The parties shall then collectively determine whether to amend or terminate the MOA. If the parties cannot agree to an amendment or determine that the best course of action is to terminate the MOA, then both Parties shall sign a document agreeing to said termination.

IN WITNESS WHEREOF, the City and the Grosscup Museum, by and through their duly authorized representatives, have executed this MOA as of the date signed.

WAYNE STATE UNIVERSITY

By: _____
Laurie Lauzon Clabo

Its: Provost and Senior Vice President for Academic
Affairs

Date: _____

Approved as to Form:

By: _____
Office of the General Counsel
Wayne State University

CITY OF DETROIT,
a Michigan municipal corporation

By: _____

Its: _____

Date: _____

APPROVED BY CORPORATION COUNSEL PURSUANT TO SECTION 7.5-206 OF THE
2012 CHARTER OF THE CITY OF DETROIT

By: _____
Corporation Counsel
City of Detroit Law Department