

Memorandum of Understanding
Between (PROPERTY OWNER) and (CLG COMMUNITY)
Regarding
Certified Local Government Grant For [Name of Project]

Purpose

[Party 1] (the “Property Owner”) and [Party 2] (the “CLG Community”)(each, a “Party” and, collectively, the “Parties”) voluntarily agree to enter into a cooperative arrangement as described in this Memorandum of Understanding (the “MOU”) with regard to the application for a grant (the “Grant”) from the Michigan State Historic Preservation Office (the “SHPO”) 202X Certified Local Government grant program (the “CLG Program”) for the rehabilitation of [description of project] (the “Project”) located at [Property Address]. This MOU is intended by the Parties to assist them in the coordination of mutually beneficial activities and to serve as a written record of the intentions and responsibilities of each Party at the time of signing the MOU, stated in good faith and with as much accuracy as possible. This MOU is not intended to confer contractual rights on any Party or serve as the basis for any legal claim.

Property Owner is the legal owner of the Property and hereby designates the CLG Community as the Grant administrator. As Grant administrator, the CLG Community is authorized and directed to file a joint application with the Property Owner for the Grant in the amount of [TYPED AMOUNT] dollars (\$00,000). The total cost of the Project is [TYPED AMOUNT] dollars (\$00,000) (the “Project Cost”). **DELETE IF NO MATCH IS BEING PROVIDED**: The CLG Program does not require a local match (the “Local Match”) from the CLG Community’s own funds towards the Project Cost, but the CLG Community wishes to make a Local Match in the amount of [TYPED AMOUNT] dollars (\$00,000) towards the Project Cost.

All Grant administration requirements as outlined in the Michigan State Historic Preservation Office Certified Local Government Grant Program manual (the “Grant Manual”) must be followed by the designated parties.

Responsibilities of the Parties

The CLG Community shall:

1. File a joint Grant application with the Property Owner with the SHPO for the Project.
2. Consult with the Property Owner on an ongoing basis to facilitate the administration of the grant agreement.
2. Participate in the initial site visit with SHPO staff and the Property Owner.
3. Prepare and submit quarterly progress reports to the SHPO describing the project work completed and accounting for any deviation from the approved performance schedule and budget.

4. Execute the bidding process including, but not limited to: writing Request for Proposals (“RFPs”), organizing public bid openings, and creating a selection committee comprised of representatives from the Property Owner to evaluate bids and select a contractor.
5. Submit documentation of bidding process and contractor contracts, and recommend contractor selection to the SHPO.
6. Execute the contract agreement with the selected contractor for the performance of work necessary to complete the Project. Submit a copy of the contractor contract to the SHPO.
7. Set up regular meetings to ensure that the work is proceeding according to the project scope and timetable.
8. Provide approval of pay requests from the contractor.
9. Pay all invoices and project expenses and submit copies to the Property Owner for their records.
10. Keep the Property Owner informed of the progress of the Project. Notify or seek approval from the SHPO of any proposed changes in the scope of work or budget prior to implementing the change.
11. Prepare and submit final reimbursement request to the SHPO.
12. Prepare and submit final completion report to the SHPO.
13. Indemnify the Property Owner by requiring all selected contractors to indemnify the Property Owner as well as list the Property Owner as additional insured.

The Property Owner shall:

1. File a joint Grant application with the CLG Community with the SHPO for the Project.
2. Supply ownership documentation to the CLG Community as outlined in the Grant Manual.
3. Ensure that the contact person below will attend regularly scheduled meetings and provide site observation.
4. Provide access, as required to complete the Project, to the buildings and surrounding grounds.
5. Provide assistance with issuing of RFPs, advertising for bids, and participating in a selection committee to evaluate bids and select a contractor.
6. Indemnify the CLG Community by requiring all selected contractors to indemnify CLG Community as well as list CLG Community as additional insured.
7. Upon request by the SHPO, execute a Historic Preservation Easement (the “Easement”) on the Property in favor of the SHPO and record with appropriate Register of Deeds. For clarification, any filing fees or transfer taxes relating to the recording of the Easement are the responsibility of the Property Owner.
8. Provide the SHPO with the original filed copy of the Easement.

Administration of the MOU

The Parties' points of contact for the MOU are as follows:

(Property Owner Contact)

[Name]
[Address]
[Address]
[City], [State] [Zip]
[Phone]
[Email]
[Fax]

(CLG Community Contact)

[Name]
[Address]
[Address]
[City], [State] [Zip]
[Phone]
[Email]
[Fax]

Term of the MOU

The MOU shall be effective beginning on the date of execution by both Parties through September 30, 202X (the "End Date").

Amendments

Prior to the End Date, the MOU may be amended when such amendment is agreed to in writing by the Parties. The amendment will be effective on the date it is signed by both Parties.

REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK

The Parties by their duly authorized representatives, have executed this MOU as of the date of execution by all Parties.

[Property Owner Name]

_____ Date: _____

By: ***

Its: ***

[CLG Community Name]

_____ Date: _____

By: ***

Its: ***