

# Memorandum of Understanding

## Certified Local Government (CLG) Application

### *Date*

Approval \_\_\_\_\_ (*Party 1*) \_\_\_\_\_ Date: \_\_\_\_\_

Approval \_\_\_\_\_ (*Party 2*) \_\_\_\_\_ Date: \_\_\_\_\_

### **Agreement Scope**

The *Party 1* and *Party 2* voluntarily agree to enter into a cooperative arrangement as described in the balance of this Memorandum of Understanding (MOU) with regard to the 202X Certified Local Government (CLG) grant program for the rehabilitation of *Project X*. 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. It is not intended that this document should confer contractual rights on any party or serve as the basis for any legal claim.

The *Party 1* will designate *Party 2* as the administrative agent to act as fiduciary for the Grant. As the administrator, *Party 2* will be authorized and directed to file an application with *Party 1* for the Grant, with additional responsibilities assumed by each of the parties, including *Party 1* which owns *Property Name and address*, noted in this MOU.

The Michigan State Historic Preservation Office (SHPO) will provide a 202X CLG Grant award for the *Project X* of *TYPED AMOUNT* dollars (*\$00,000*). The TOTAL PROJECT COST from the grant award totals *TYPED AMOUNT* dollars (*\$00,000*).

All grant administration requirements as outlined in the grant manual must be followed by the designated parties.

### **Agreement Period**

This MOU is effective *start date*, until September 30, 202X, by and between *Party 1*, having its principle place of business at *address 1*, and *Party 2*, having its principle place of business at *address 2*.

This MOU may be modified or amended in writing upon agreement of both parties to this MOU.

## **Agreement Components**

As a partner of *Project X*

*Party 2* will:

1. Consult with *Party 1* on an ongoing basis to facilitate the administration of the grant agreement.
2. Participate in initial site visit with SHPO staff and *Party 1*.
3. Prepare and submit quarterly progress reports to 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 RFPs, organizing public bid openings, and creating a selection committee comprised of representatives from *Party 1* to evaluate bids and select a consultant.
5. Submit documentation of bidding process and consultant contracts, and recommend consultant selection to SHPO.
6. Execute contract agreement between *Party 2* and the selected consultant for the performance of work necessary to complete the Grant Project. Submit copy of consultant contract to 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.
9. Pay all invoices and project expenses and submit copies to *Party 1* for their records.
10. Keep *Party 1* informed of the progress of the Grant Project. Notify or seek approval from 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 SHPO.
12. Prepare and submit final completion report to SHPO.
  
13. Indemnification of the *Party 1* by requiring all selected consultants to indemnify *Party 1* as well as list *Party 1* as additional insured.

*Party 1* will:

1. File a joint grant application with *Party 2* and submit to SHPO for the Grant Project.
2. Supply ownership documentation to *Party 2* as outlined in the CLG grant manual.
3. Provide contact person(s) for the Grant Project who will attend regularly scheduled meetings and provide site observation.
4. Provide access, as required to complete the Grant 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. Indemnification of the *Party 2* by requiring all selected consultants to indemnify *Party 2* as well as list *Party 2* as additional insured.