

Memorandum of Understanding

Michigan Heritage Restoration Program (MHRP) Application

Date

Approval _____ *501(c)(3) Signature (Party 1)* _____ Date: _____

Approval _____ *Private Property Owner Signature (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 2014 Michigan Heritage Restoration Program (MHRP) 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 2* will designate *Party 1* as the administrative agent to act as fiduciary for the Grant. As the administrator, *Party 1* will be authorized and directed to file an application with *Party 2* for the Grant, with additional responsibilities assumed by each of the parties, including *Party 2* which owns *Project X*, noted in this MOU.

The Michigan State Housing Development Authority (MSHDA), through its State Historic Preservation Office (SHPO) will provide a 2014 MHRP Grant award for the *Project X* of \$\$\$ dollars (\$\$\$). The grant requires a 40% matching share which will be provided by _____. The matching share amounts to \$\$\$ dollars (\$\$\$). The TOTAL PROJECT COST from the grant award and the matching share totals \$\$\$ dollars (\$\$\$).

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, 2016, 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 1 will:

1. Consult with *Party 2* on an ongoing basis to facilitate the administration of the grant agreement.
2. Participate in initial site visit with MSHDA/SHPO staff and *Party 2*.
3. Prepare and submit quarterly progress reports to MSHDA/SHPO describing the project work completed and accounting for any deviation from the approved performance schedule and budget.
4. Execute the construction bidding process including, but not limited to: writing RFPs, organizing public bid openings, and creating a selection committee comprised of representatives from *Party 2* to evaluate bids and select a contractor.
5. Submit documentation of bidding process and consultant contracts, and recommend contractor selection to MSHDA/SHPO.
6. Execute contract agreement between *Party 2* and the selected contractors for the performance of work necessary to complete the Grant Project. Submit copy of contractor agreement to MSHDA/SHPO.
7. Ensure that the project sign required by the MHRP Grant is erected prior to the commencement of construction work.
8. Set up regular meetings to ensure that the work is proceeding according to the project scope and timetable.
9. Provide weekly site observation.
10. Provide approval of pay requests.
11. Pay all invoices and project expenses and submit copies to *Party 2*.
12. Keep *Party 2* informed of the progress of the Grant Project. Notify or seek approval from MSHDA/SHPO of any proposed changes in the scope of work or budget prior to implementing the change.
13. Prepare and submit final reimbursement request to MSHDA/SHPO.
14. Prepare and submit final completion report to MSHDA/SHPO.
15. Indemnification of the *Party 2* by requiring all contractors' consultants to indemnify *Party 2* as well as list *Party 2* as additional insured.

Party 2 will:

1. File a joint grant application with *Party 1* and submit to MSHDA/SHPO for the Grant Project.
2. Provide financial information with support documentation to verify project financing.
3. Supply ownership documentation to *Party 1* as outlined in the MHRP grant manual.
4. Provide contact person(s) for the Grant Project who will attend regularly scheduled meetings and provide site observation.
5. Participate in initial site visit with MSHDA/SHPO staff and *Party 1*.
6. Provide access, as required to complete the Grant Project, to the buildings and surrounding grounds.
7. Approve all final plans prior to construction.
8. Provide assistance with issuing of RFPs, advertising for bids, and participating in a selection committee to evaluate bids and select a contractor.

9. Prepare and submit quarterly progress reports to MSHDA/SHPO describing the project work completed and accounting for any deviation from the approved performance schedule and budget.
10. Execute the Grant required easement, record the easement with the Register of Deeds and return the original to MSDHA/SHPO.
11. Indemnification of the *Party 2* by requiring all contractors' consultants to indemnify *Party 2* as well as list *Party 2* as additional insured.

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