

AGREEMENT ADDENDUM

(Supplemental Funding, Scope of Work Change, or Time Extension)

THIS AGREEMENT ADDENDUM, made this _____ day of _____, 2011, by and between the CITY OF _____, MICHIGAN, a municipal corporation, hereinafter referred to as the "City", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department."

WHEREAS, on _____, an agreement was entered into between the Department and City, to (add brief sow from appropriations request and original agreement) at the City of _____ facility, under provisions of the State's Waterways Grant-in-Aid Program; and

WHEREAS,

_____, in conjunction with the original agreement project work, has been requested;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is mutually agreed as follows:

- 1. The Department agrees:
 - (a) To _____ grant _____ to _____ the _____ City

Said total grant-in-aid for the project shall not exceed _____ dollars (\$_____.00). These monies shall be used only for the project work outlined in the Agreement and this Addendum and related engineering costs.

- (b) To provide for the routine inspection of the premises, including all equipment and buildings.

- 2. The City agrees:
 - (a)

_____ Said total match from the City is _____ dollars (\$_____.00). This sum represents 50 percent of the total cost of the project work. Any additional funds needed to complete the project work shall be provided by the City. The City must have the prior written approval of the Department for any change orders to the contract(s) in cost, plans or specifications.

- (b) To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations pertaining to both employee and public safety. The City shall submit a written report to the Department annually, in which any safety issues, identified through inspections, are listed and compliance procedures are outlined. If the Department determines the City

has failed to correct any safety issues, the Department will have the necessary work completed, and the City shall pay 105% of the cost of such work.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and date first above written.

WITNESSES:

CITY OF _____

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon Motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the City of _____, _____ County, Michigan does hereby accept the terms of the Agreement Addendum as received from the Michigan Department of Natural Resources, and the City does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of _____ dollars (\$_____.00), to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.
3. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Agreement Addendum.
4. To insure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.
5. To comply with any and all terms of the said Agreement Addendum including all terms not specifically set forth in the foregoing portions of the Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) §
COUNTY OF)

I, _____, Clerk of the City of _____, _____ County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Council at a meeting held _____, 2011.

City Clerk

Dated:_____