**SAMPLE MEMORANDUM OF UNDERSTANDING BETWEEN NON-PROFIT AND CITY**

The following **is an example** of a Memorandum of Understanding between the local government and downtown revitalization nonprofit.

**County of Insert County Name**

**State of North Carolina Agreement**

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_, by and between the following parties (the “Parties”):

The Parties are the City of Insert Name of City, hereinafter referred to as “City”, Insert Address and the Insert Name of the Downtown Nonprofit, hereinafter referred to as “Nonprofit”.

PURPOSE OF THE MOU

The Purposes of this Memorandum of Understanding are the following:

1. Express the Parties’ mutual understanding regarding roles and responsibilities of managing the Main Street program.
2. Express the Parties’ mutual understanding regarding priority activities, tasks, and decisions to be achieved in managing the Main Street program.
3. Express the Parties’ mutual intention to work in good faith to further the redevelopment of downtown, to spur economic development in the context of historic preservation, in accordance with Main Street America™ as administered by NC Department of Commerce, NC Main Street & Rural Planning Center.

PRIORITY GOALS AND TASKS

The Parties have identified the following as priority goals and tasks for the redevelopment of downtown through the management of their Main Street program:

* 1. Develop a strategic economic development plan to guide redevelopment.
  2. Implement the strategic plan through the Main Street America™ Four-Point Approach to downtown revitalization.
  3. Create a positive image for downtown that spurs investment, business and residential development, jobs and volunteerism.
  4. Identify and convey practical, valuable, and implemental tools for downtown economic development.

WITNESSETH

Each party will appoint a person to serve as the official contact and coordinate the activities of each party in carrying out this MOU. The initial appointees are:

*List contact persons with address, telephone and email information*:

That for and in consideration of the mutual promises and conditions set forth below, the City and the Nonprofit agree to the following roles and responsibilities:

1. Duties of the City: The City agrees to:
   1. Partner with the Nonprofit and provide resources and information that may be pertinent in carrying out its charge.
   2. Monetarily donate to the non-profit a sum of which is fair for the organization to carry out organizational duties or specific projects. A monetary donation is required by Main Street America™ in order to be considered for National Main Street accreditation.
   3. Provide a quarterly/bi-monthly/monthly (**select time frame**) report to the Nonprofit on the City’s downtown revitalization activities.
   4. Utilize the Main Street® philosophy to partner with the Nonprofit in the development of a strategic economic development plan for downtown and an implementation workplan based on the Main Street America™ Four Point Approach® to Downtown Revitalization that includes: Economic Vitality, Design, Promotion and Organization, for downtown (**INSERT name of town/city**), in order to enhance and preserve its status as a North Carolina Main Street community.
      1. Economic Vitality
         1. Examine and correct as necessary current zoning, codes, licensing and any other applicable municipal regulatory requirements or processes in order to facilitate economic development in the downtown business district in accordance with best practices for historic preservation.
         2. Partner with the Nonprofit to develop and implement incentives to spur investment, business and residential development and to create jobs.
         3. Provide mapping, market and demographic data to develop a market driven economic development plan.
         4. In collaboration with the county, provide tax base and tax records information for downtown.
         5. In partnership with the Nonprofit, measure the impact of the Main Street program.
      2. Design
         1. Plan, contract for and oversee in partnership with the Nonprofit, the public physical improvements along Main Street, such as sidewalks, streetscape, parking, beautification projects.
         2. Enforce state and local ordinances in downtown.
         3. In partnership with the Nonprofit, develop design guidelines for downtown.
         4. In partnership with the Nonprofit, establish or manage a National Register District of Historic Places and historic resources with best practices.
         5. Maintain and improve the public property and public space of downtown to promote a *Clean and Safe* environment.
      3. Promotion
         1. Assist with and facilitate the logistics of basic city services. (permits, street closings, police protection, garbage collection, etc.) as they relate to the events held in downtown.
         2. Be supportive and/or partner with the Nonprofit to establish a brand for downtown.
      4. Organization
2. The city will be support of the non-profit’s selection for Director
3. The city will appoint representation to the non-profit’s board as per bylaws
4. Duties of the Nonprofit: The Nonprofit agrees to:
5. Bring the resources of the city, the Nonprofit and the downtown community together, with the understanding that the Nonprofit’s role is to **Insert Downtown Mission Statement Here**.
6. Meet the annual requirements as outlined in the NC Main Street Annual Agreement.
7. Partner with the City and provide resources and information that may be pertinent in carrying out its charge.
8. Provide a quarterly/bi-monthly/monthly (select time frame) report to the city on the Nonprofit’s downtown revitalization activities.
9. Utilize the Main Street® philosophy to partner with the city in the development of a strategic economic development plan for downtown and an implementation workplan based on the Main Street America™ Four Point Approach® to Downtown Revitalization that includes: Economic Vitality, Design, Promotion and Organization, for downtown (**INSERT name of town/city**), in order to enhance and preserve its status as a North Carolina Main Street community.
10. NC Main Street and Main Street America artwork/logo must appear on the Main Street website and can be used in other media as well as stipulated in the brand guidelines. Artwork will be provided by NC Main Street.
    1. Economic Vitality
       1. Create and maintain a comprehensive **downtown property** inventory database including building images, owner contact information, building condition, past-current-potential uses, etc.
       2. Create and maintain a comprehensive **downtown business** and use inventory database including business owner contact information, goods and services and hours of operation, etc.
       3. Partner with the City to develop and implement incentives to spur investment, business and residential development and to create jobs.
       4. Partner with the City to develop and conduct survey of downtown stakeholders to determine what would better facilitate business development in downtown.
       5. Create a business retention, expansion and recruitment program.
       6. In partnership with the City, measure the impact of the Main Street program and maintain impact and tax base data to demonstrate benchmarks.
    2. Design
       1. In partnership with the City, develop design guidelines for downtown, and promote the value of, and educate property owners on, appropriate design improvements for a historic downtown business district.
       2. Provide aid and resources to business and property owners during any type of business disruptions.
       3. Assist City as needed with public physical improvement projects.
       4. Provide façade improvement assistance to downtown business and property owners through the NC Main Street & Rural Planning Center.
    3. Promotion
       1. Work with downtown stakeholders to develop and implement retail promotion activities.
       2. Develop and manage downtown events (attach a schedule of events) to take place in downtown **Insert Name of City**.
       3. Develop and maintain a comprehensive marketing campaign for downtown.
       4. Promote downtown as a mixed-use center of activity.
    4. Organization
       1. Maintain a viable Nonprofit in accordance with the organization’s articles of incorporation as filed with the Secretary of State.
       2. Maintain a viable organization composed of the main stakeholders for the downtown community or if the district has a Municipal Service District (MSD) an organization composed of stakeholders within the MSD (see NOTE below in iii).
       3. Maintain a Board of Directors in accordance with the Nonprofit bylaws.
       4. Complete the annual program assessment in accordance with the NC Main Street Annual Agreement.
       5. Complete the annual program statistics in accordance with the NC Main Street Annual Agreement.
       6. Develop and coordinate opportunities to spur volunteerism for downtown and to become involved in the downtown revitalization efforts.
       7. Attend NC Main Street trainings in accordance with the NC Main Street Annual Agreement.
11. Invoices: The City shall pay the Nonprofit within 30 days of receipt of a valid invoice. Invoice includes funds from the Municipal Service District that the Nonprofit uses for operations and programming or as agreed upon by the City and the Nonprofit. (Applicable if there is a MSD)
12. Amendments: This Agreement may be amended, in writing, by mutual agreement of the city and the Nonprofit.
13. Termination: The term of this MOU is for a period of (**insert length of MOU, usually 1-5 years**) from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least (insert how often, usually annually) to ensure that it is fulfilling its purpose and to make any necessary revisions. Either organization may terminate this MOU upon ninety (90) days written notice without penalties or liabilities.
14. Non-Discrimination: In matters of employment, provision of services and contracting, the Nonprofit agrees to act without regard to race, color, sex, religion, age, national origin, sexual orientation or handicapped status.
15. IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

**NONPROFIT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST TITLE

**CITY OF \_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ASSISTANT/DEPUTY/CITY MANAGER

ATTEST BY CITY CLERK:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TOWN SEAL

CITY CLERK

CITY CLERK attests date this the \_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Approved as to Form and Authorization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY ATTORNEY

This instrument as been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FINANCE DIRECTOR