

## Memorandum of Understanding

SAMPLE

ABC Center  
and  
XYZ Township

SAMPLE

This agreement has been entered into as of December 1, 2006 between ABC Center (“Center”), whose address is 123 State Street, Small Town, MI 49600 and XYZ Township (“Township”), whose address is 987 Main Street, Small Township, MI 49600.

### Recitals

#### The parties to this MOU agree that:

1. Both organizations have significant missions toward maintaining and improving the quality of life in the five-county region (hereafter referred to as “region”) encompassing Grand Traverse, Leelanau, Benzie, Antrim and Kalkaska counties.
2. Center and Township intend to work cooperatively together and with the Village of Small Township and others to institute an education Program that will provide training and support to new low-income homebuyers in the region, with the objective of lowering the current default rate (10%) to less than 5% by December 2009.
3. Center and Township intend, where feasible, to identify the social needs of the residents in the region, and, where available, to secure resources and assistance from external providers to address those needs.
4. Center and Township intend that all plans, projects and procedures undertaken in furtherance of the Program will be conducted in a manner that will compliment the efforts of other groups, organizations and/or individuals who are working to create a stronger housing community in the region.
5. Center and Township understand that the Village and Township have approved the Program for support by other relevant Village and Township agencies.

#### Responsibilities of the Center

1. Solicit funds from the private and public sectors to finance the Program; secure volunteers to assist with administration and implementation of the Program.
2. Actively participate in the Program development process and appoint representatives to work with Township in assuring the Program’s success.
3. Coordinate the Center community involvement in the development process and serve as the communication link to the residents, businesses and institutions in the region.
4. Provide a full curriculum of programs to regional low-income homebuyers that will educate them about responsible and proactive budgeting, home repair and maintenance, savings and financing.
5. Provide proper staffing and resources for the operation of the Program.

6. Act as fiscal agent for the Program, including gift receipt and acknowledgement, budget creation and oversight, and following proper accounting procedures.
7. Assist each Program participant with the creation of a personal action plan that is appropriate to their specific situation and needs.
8. When appropriate, coordinate with Township on governmental barriers to achieving the Program's goals.
9. Maintain regular communication with Township about Program participants' progress, as it relates to providing home ownership educational services to regional homebuyers.

**Township agrees to:**

1. Provide meeting and classroom space for all Program activities in the Township Community Hall.
2. Provide one half-time support staff person for the Program coordinator and volunteers, not to exceed 15 hours per week.
3. Assist Center with the identification and acquisition of high-quality Program instructors.
4. Provide referrals of self-identified homebuyers to the Center for Program registration.
5. Direct any contributions made for the Program to the Center.

**Term**

Center and Township propose that this joint venture will be for three years, from December 2006 until December 2009, subject to extension by the mutual consent of the parties.

**Modification and Termination:**

The parties may modify this MOU as may be reasonable and necessary, in keeping with policies, procedures and practices of the parties' individual organizations. Any party may terminate this MOU at any time upon 30 days written notice of termination from the terminating party to the other parties.

**Signed by:**

Center  
Title  
Date

Township  
Title  
Date

