

## SAMPLE MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_ (*nonprofit*), with its principal offices at \_\_\_\_\_ (*address*) (hereinafter “\_\_\_\_ (*nonprofit name*)”), and the (*city/borough/township*) \_\_\_\_\_, a municipality within the County of Passaic, State of New Jersey, with offices at \_\_\_\_\_ (*address*) (hereinafter “*the City/Borough/Township*”). Collectively, \_\_\_\_\_ (*nonprofit*) and the *City/Borough/Township* shall be “the Parties”.

**WHEREAS**, the *City/Borough/Township* owns certain real property identified as Block \_\_\_\_\_, Lot \_\_\_\_, commonly known as \_\_\_\_\_ (*physical address and/or name of facility*) (the “Park”) and located in the \_\_\_\_\_ (*city/borough/township*);

**WHEREAS**, \_\_\_\_\_ (*nonprofit*) proposes to address deteriorated site conditions in the Park by making capital improvements, at no cost to the *City/Borough/Township*, according to the expressed needs and interests of the community;

**WHEREAS**, a public hearing has been or will be held to solicit input from the general public in terms of proposed improvements to the Park to improve safety, preserve open space, and provide recreational opportunities for all;

**WHEREAS**, the Municipal Council adopted Resolution No. \_\_\_\_ supporting \_\_\_\_\_ (*nonprofit’s*) grant application and authorizing this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

### 1. DESCRIPTION OF THE PARK

The Park subject to this Agreement is described as Block \_\_\_\_\_, Lot \_\_\_\_, commonly known as \_\_\_\_\_ (*physical address/name of park*), located in the *City/Borough/Township* of \_\_\_\_\_, Passaic County.

### 2. TERM

The initial term of this Agreement shall be for twenty-five (25) years from the date of execution of this Agreement, unless terminated earlier as provided herein.

### 3. USE OF THE PARK

In consideration of \_\_\_\_\_ (*nonprofit’s*) promises under this Agreement, the *City/Borough/Township* hereby gives \_\_\_\_\_ (*nonprofit*) permission, revocable and terminable as provided herein, to make any or all of the proposed capital improvements depicted in Exhibit A, subject to review and approval of the *City/Borough/Township’s* Parks and Recreation and/or Public Works departments, and/or governing body, or other relevant body. Notwithstanding

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\_\_\_\_\_ (*nonprofit's*) planned activities in the Park, the *City/Borough/Township* shall retain all rights and obligations appurtenant to lawful possession and/or ownership, including but not limited to the obligations of maintenance and security, except during periods when \_\_\_\_\_ (*nonprofit*) is undertaking construction activities are underway and until construction is complete.

The revocable license is granted by the *City/Borough/Township* at no cost to \_\_\_\_\_ (*nonprofit*) and without any expectation of payment from \_\_\_\_\_ (*nonprofit*). \_\_\_\_\_ (*nonprofit*) is not responsible for paying any compensation, wages, benefits, or taxes by, or on behalf of the *City/Borough/Township*, its officers, employees, agents, or representatives. \_\_\_\_\_ (*nonprofit*) shall not execute any third-party leases, licenses, use agreements, concession agreements, and/or permits pertaining to the Park without the *City/Borough/Township's* written approval.

The use of the Park shall be limited to outdoor recreation. The management of the Park shall be in accordance with the all applicable Federal, State, and local laws and regulations.

### 4. MANAGEMENT

- A. \_\_\_\_\_ (*nonprofit*) shall, at its own expense:
  - i. plan, manage, and oversee all construction activity contemplated under this Agreement; and
  - ii. secure the Park against trespass and hazard while construction is underway and until construction is complete.
  
- B. The *City/Borough/Township* shall, at its own expense:
  - i. perform routine maintenance of the Park, including mowing of grass, care of all trees and shrubbery, the removal of other vegetation, snow and ice removal of walkways, trash and garbage removal, and the care and upkeep of any and all features and amenities now installed in the Park or installed in the Park in the future, whether by \_\_\_\_\_ (*nonprofit*) or the *City/Borough/Township*; and
  - ii. secure the Park against burglary, fire, loss and trespass at all times, except when the Park is secured by \_\_\_\_\_ (*nonprofit*) under this Agreement.
  
- C. Neither \_\_\_\_\_ (*nonprofit*) nor the *City/Borough/Township* shall:
  - i. allow the Park to be used in any way that would: (i) make void or voidable any insurance coverage related to the Park, (ii) cause damage to all or any part of the Park or any adjacent properties, (iii) violate any federal, State, or local statute, ordinance, rule, or order, in effect on or after the date of this Agreement, or (iv) constitute a public or private nuisance;

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ii. violate or allow another to violate any federal, State or local environmental statute, ordinance, rule, or regulation concerning any environmental conditions at, near or from the Park, in effect on or after the date of this Agreement;

iii. place or otherwise allow another to place: (a) soil or other material as landfill in the Park except as approved, in writing, by the *City/Borough/Township* for the improvement and maintenance of the Park; (b) any trash, waste, hazardous waste, or any unsightly or offensive materials in the Park; or (c) park any vehicles or leave any equipment in the Park overnight except as permitted under this Agreement;

iv. use or permit others to use the Park in any manner inconsistent with the express terms of this Agreement; nor

v. allow others to, introduce, remove or consume use of any material, product, or object to or from the Park for purposes including, but not limited to permanent and continuous grazing by domestic animals; clearing or gathering of trees, plants or parts thereof except as needed for ecological reasons; mining or quarrying; and the dumping, burying or spreading of any garbage, trash, or other materials.

D. Both \_\_\_\_\_ (*nonprofit*) and the *City/Borough/Township* shall promote maximum public use of the Park only to the extent and in a manner that will not impair the natural, historic and man-made features of the Park.

E. \_\_\_\_\_ (*nonprofit*) shall not be responsible for the removal of hazardous substances in the Park or any resulting damage therefrom, whether before or after the execution of this Agreement, unless the presence of such hazardous materials, or the resulting damage, is a result of the acts or omissions of \_\_\_\_\_ (*nonprofit*). \_\_\_\_\_ (*nonprofit*) shall not be held liable for any pre-existing environmental contamination on or under the Park, including soil and/or groundwater contamination. Any maintenance or usage that may impact cultural resources at the Park shall be subject to the review and written approval of the *City/Borough/Township*.

### 5. IMPROVEMENTS

A. \_\_\_\_\_ (*nonprofit*) has inspected the Park and accepts them in “as is” condition and without representation or warranty of any kind by *City/Borough/Township* including, without limitation, any representations or warranty of fitness for a particular purpose. The \_\_\_\_\_ (*nonprofit*) agrees that \_\_\_\_\_ (*nonprofit*) shall take good care of the Park, and that the Park shall not be improved without the written consent of the *City/Borough/Township*. The *City/Borough/Township* further agrees that, unless otherwise provided by written agreement, all

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improvements contemplated under this agreement will be done with the written pre-approval of the *City/Borough/Township*, but at the cost of \_\_\_\_\_ (*nonprofit*). Upon expiration or termination of this Agreement, these improvements shall be the property of the *City/Borough/Township* without payment of any compensation therefore to \_\_\_\_\_ (*nonprofit*). Any improvements will remain upon and be surrendered with the Park.

i. For any proposed improvements to \_\_\_\_\_ (*park*), \_\_\_\_\_ (*nonprofit*) shall submit to the *City/Borough/Township* an Improvement Plan. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by *City/Borough/Township*) of each improvement; (b) a schedule for initiation and completion of each improvement; (c) a statement whether each improvement will be performed by \_\_\_\_\_ (*nonprofit*) or a contractor; and (d) such additional information that *City/Borough/Township* may reasonably require to determine whether to approve the proposed improvement.

ii. \_\_\_\_\_ (*nonprofit*) shall be solely responsible to obtain and pay for all necessary permits for the making of improvements at the Park. All construction permits must be obtained through the *City/Borough/Township*.

B. \_\_\_\_\_ (*nonprofit*) shall commit no act of waste. \_\_\_\_\_ (*nonprofit*) shall take good care of the Park. Upon the termination or expiration of this Agreement, \_\_\_\_\_ (*nonprofit*) shall surrender the Park and the improvements thereon to the *City/Borough/Township* in as good condition and repair as reasonable and proper use of the Park thereon will permit, normal wear and tear excepted.

C. \_\_\_\_\_ (*nonprofit*) shall promptly make all necessary repairs to the Park at \_\_\_\_\_ (*nonprofit's*) expense. All repairs of damage to the Park shall restore the affected property(ies) to the appearance, condition, and utility of said property(ies) immediately prior to the damage.

D. \_\_\_\_\_ (*nonprofit*) shall, in the use of the Park, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the Park and the *City/Borough/Township's* use of the Park.

E. The sidewalk entrances, vestibules, stairways, corridors and halls shall not be obstructed or encumbered by \_\_\_\_\_ (*nonprofit*) or used for any purpose other than ingress and egress to and from the Park.

F. \_\_\_\_\_ (*nonprofit*) may install such equipment as \_\_\_\_\_ (*nonprofit*) needs to maximize the \_\_\_\_\_ (*nonprofit's*) use of the Park, with the *City/Borough/Township's* approval, in writing. The *City/Borough/Township* shall not be responsible for any damage to said equipment while being moved in or out of the Park or while in use at the Park. All damage done to the buildings by moving or maintaining any equipment or large or heavy supplies shall be repaired at the expense of \_\_\_\_\_ (*nonprofit*).

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### 6. HAZARDOUS SUBSTANCES

The *City/Borough/Township* shall not generate, store or dispose of any hazardous materials or oil, including, without limitation, any materials which are toxic, explosive, corrosive, flammable, or otherwise hazardous to health in the Park. \_\_\_\_\_ (*nonprofit*), or any of \_\_\_\_\_ (*nonprofit's*) subcontractors, may use such hazardous substances as necessary to maintain the Park and with the *City/Borough/Township's* written approval.

### 7. REGULATORY COMPLIANCE

A. \_\_\_\_\_ (*nonprofit*) shall use the Park in compliance with all laws, orders and regulations of each governmental department, commission, board or agency having jurisdiction over the Park, in effect on or after the date of this Agreement, whether or not expressly referenced herein. The *City/Borough/Township* shall follow the Department of Treasury's bidding procedures, policies and guidelines and Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) for any proposed procurement of goods and/or services.

B. Nothing in this Agreement shall be construed as a waiver by the *City/Borough/Township* of its right to enforce the laws and/or regulations of the State of New Jersey with regard to the Park.

### 8. THE CITY/BOROUGH/TOWNSHIP OF \_\_\_\_\_

A. The *City/Borough/Township* retains all rights of ownership to the Park and may enter upon the Park to use, inspect and/or undertake any and all activities in the Park as determined in the *City/Borough/Township's* sole discretion.

B. Any approval from the *City/Borough/Township* required prior to \_\_\_\_\_ (*nonprofit*) taking action under this Agreement shall not be unreasonably withheld. The *City/Borough/Township* shall make every attempt to provide its approval within ninety (90) days of the date \_\_\_\_\_ (*nonprofit*) has provided all of the information requested by the *City/Borough/Township*.

### 9. ASSIGNMENT

This Agreement shall not be assigned by a Party hereto without the prior written consent of the other Party.

### 10. INDEMNIFICATION

A. To the fullest extent allowable by law, \_\_\_\_\_ (*nonprofit*) assumes, for itself, its successors, and assigns, all risks and liabilities arising out of the \_\_\_\_\_ (*nonprofit's*) use and improvement of the Park. \_\_\_\_\_ (*nonprofit*) shall, for itself, its successors, and assigns, hold harmless, indemnify, defend, protect, and release the *City/Borough/Township* and their members,

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directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, causes of action, demands, complaints, liabilities, penalties, costs, losses, damages, judgments, expenses or claims, including, without limitation, reasonable attorney's fees, in any form, arising from or in any way connected with \_\_\_\_\_ (*nonprofit's*) performance, attempted performance or failure to perform regardless of whether such action was undertaken by \_\_\_\_\_ (*nonprofit*), its officers, its directors, its agents, its servants, its employees, its contractors, or any person at its request, subject to its direction, or on its behalf in connection with this Agreement or other activities at the Park, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other matter related to the Park or this Agreement, regardless of cause, but only in proportion to the extent caused by or resulting from the negligent acts or omissions or intentional misconduct of the indemnifying party, including, but not limited to:

- ii. Violation of any agreement or condition of this Agreement by \_\_\_\_\_ (*nonprofit*), its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the \_\_\_\_\_ (*nonprofit*);
- iii. Violation by \_\_\_\_\_ (*nonprofit*) of any contracts, agreements, or restrictions of record concerning the Park or any federal, State, or local law, ordinance, or regulation affecting the Park and/or the \_\_\_\_\_ (*nonprofit's*) use and management thereof;
- iv. Failure or omission to comply with any insurance policy required under this Agreement or any federal, State, or local law, ordinance, rule, regulation or order affecting the Park and/or the \_\_\_\_\_ (*nonprofit's*) use and maintenance thereof; and
- v. Any act, error or omission by \_\_\_\_\_ (*nonprofit*), its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through \_\_\_\_\_ (*nonprofit*) in the performance of this Agreement.

B. \_\_\_\_\_ (*nonprofit*) agrees that any contract with contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless the *City/Borough/Township* and release the \_\_\_\_\_ (*nonprofit*) and the *City/Borough/Township* and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Park.

C. \_\_\_\_\_ (*nonprofit*) (1) shall immediately notify the *City/Borough/Township* of any damages for \_\_\_\_\_ (*nonprofit*) or the *City/Borough/Township* might be liable and (2) shall, at its sole expense, (a) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (b) promptly satisfy and discharge any judgment rendered against the *City/Borough/Township* or their agents, or any settlement entered into by the State, for any damage. \_\_\_\_\_ (*nonprofit*) shall not assert any defense that would be available to the *City/Borough/Township*, but not to \_\_\_\_\_ (*nonprofit*), whether arising pursuant to the New Jersey Tort Claims Act or otherwise.

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D. The *City/Borough/Township* and \_\_\_\_\_ (*nonprofit*) shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against \_\_\_\_\_ (*nonprofit*), the *City/Borough/Township*, or any of their agents, servants, or employees, each shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.

E. It is expressly agreed and understood that any approval by the *City/Borough/Township* of the work performed or reports, plans, and specifications provided by \_\_\_\_\_ (*nonprofit*) shall not operate to limit the obligations of the \_\_\_\_\_ (*nonprofit*) assumed pursuant to this Agreement.

F. \_\_\_\_\_ (*nonprofit's*) liability pursuant to this paragraph shall continue after the termination or expiration of this Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of \_\_\_\_\_ (*nonprofit*) under this Agreement that survive such termination or expiration.

G. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Agreement.

H. The provisions of this indemnification clause shall in no way limit the obligations assumed by \_\_\_\_\_ (*nonprofit*) under this Agreement, nor shall they be construed to relieve \_\_\_\_\_ (*nonprofit*) from any liability or to preclude the *City/Borough/Township* from taking any other actions available to it under any provisions of this Agreement or at law or in equity.

I. All claims asserted against the *City/Borough/Township* by \_\_\_\_\_ (*nonprofit*) shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. Nothing in this Agreement shall be construed as a waiver by the *City/Borough/Township* of any warranty, express or implied, or of any remedy at law or in equity.

### 11. INSURANCE

A. At all times during the term of this Agreement, \_\_\_\_\_ (*nonprofit*) shall, at its sole cost and expense, obtain and maintain in full force for the term of this Agreement the following insurance coverage, naming the *City/Borough/Township* as additional insureds, in the types and in the minimum amounts provided herein:

- i. Commercial General Liability policy as broad as the standard basic, unamended and unendorsed occurrence coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of

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liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars per occurrence as a combined single limit for bodily injury and property damage liability;

ii. Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on structures, if any, in the Park and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by the City/Borough/Township and located in or in the Park. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by the *City/Borough/Township* using whatever procedures the *City/Borough/Township* considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against \_\_\_\_\_ (*nonprofit*) in connection with any loss or damage covered by the policy;

iii. Worker's Compensation, if applicable, in compliance with the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and

v. Such other insurance and in such amounts as may from time to time be reasonably required by the *City/Borough/Township*.

B. A copy of all certificates of insurance required by this Agreement shall be provided to the *City/Borough/Township* within thirty days of the date of this Agreement.

C. \_\_\_\_\_ (*nonprofit*) shall require the same types of insurance coverage in the same amounts for any and all subcontractors and shall provide proof of same to the *City/Borough/Township* within thirty (30) days of the execution of a subcontractor agreement. The *City/Borough/Township* shall be named as additional insured by any subcontractor.

D. All policies of insurance shall provide that the proceeds thereof shall be payable to the *City/Borough/Township* and \_\_\_\_\_ (*nonprofit*) as their respective interests may appear.

E. Failure of \_\_\_\_\_ (*nonprofit*) to obtain and maintain insurance of the types and amounts listed above shall be cause for immediate termination of this Agreement.

F. When \_\_\_\_\_ (*nonprofit*) returns this Agreement, signed by the \_\_\_\_\_ (*nonprofit*), to the *City/Borough/Township* for signature, \_\_\_\_\_ (*nonprofit*) shall provide the *City/Borough/Township* with certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this Agreement, evidencing that \_\_\_\_\_ (*nonprofit*) has obtained all insurance coverage in accordance with this Agreement. A copy of the certificates of insurance and/or documentation of self-insurance shall be attached to this Agreement. Failure to provide certificates of insurance at the time of \_\_\_\_\_ (*nonprofit's*) execution of this Agreement shall render this Agreement null and void. The certificates of insurance and/or documentation of self-



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insurance shall provide for thirty (30) days' notice, in writing, to the *City/Borough/Township* prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Agreement. \_\_\_\_\_ (*nonprofit*) also shall provide the *City/Borough/Township* with valid certificates of renewal of the insurance upon the expiration of the policies so that the *City/Borough/Township* is continuously in possession of current documentation that the *City/Borough/Township* has obtained and is maintaining in full force and effect all insurance required under this Agreement. \_\_\_\_\_ (*nonprofit*) also shall, upon request, provide the *City/Borough/Township* with copies of each policy required under this Agreement certified by the agency or underwriter to be true copies of the policies provided by \_\_\_\_\_ (*nonprofit*). \_\_\_\_\_ (*nonprofit*) shall not allow any contractor or subcontractor to engage in any activity in the Park without first submitting to the *City/Borough/Township* a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Agreement.

G. \_\_\_\_\_ (*nonprofit*) expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit \_\_\_\_\_ (*nonprofit's*) indemnification obligations assumed in this Agreement and shall not be construed to relieve \_\_\_\_\_ (*nonprofit*) from liability in excess of such coverage, nor shall it preclude the *City/Borough/Township* from taking such other actions as are available to it under any provision of this Agreement and as otherwise provided for at law or in equity.

H. In the event that (i) \_\_\_\_\_ (*nonprofit*) fails or refuses to renew any of its insurance policies or to provide the *City/Borough/Township* with timely certificates of insurance showing that \_\_\_\_\_ (*nonprofit*) is maintaining insurance coverage in full force and effect to the extent required by this Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, this Agreement shall terminate immediately.

I. The limits of insurance policies described in this Paragraph shall be reviewed by the *City/Borough/Township* and \_\_\_\_\_ (*nonprofit*) every two (2) years. \_\_\_\_\_ (*nonprofit*) shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

## 12. NOTICE

All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a Party has been notified of a change of address:

To the *City/Borough/Township*:

Municipal Building/Town/City Hall  
(address)  
Municipality, NJ zip

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To (nonprofit):

c/o \_\_\_\_\_

(address)

municipality, NJ zip

Email: \_\_\_\_\_

Phone: (XXX) XXX-XXXX

### **13. BINDING EFFECT**

All of the terms, conditions, and covenants to be observed and performed by the Parties shall be applicable to and binding upon their several successors and assigns, as the case may be.

### **14. SEVERABILITY/WAIVER**

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either Party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving Party to or of any subsequent similar act by the other Party.

### **15. CHOICE OF LAW**

This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

### **16. NOT A PARTNERSHIP**

This Agreement is not intended to create, and shall not be construed as creating, a legal form of partnership between the Parties to the Agreement.

### **17. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.

### **18. AMENDMENTS AND MODIFICATIONS**

This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein.

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### **19. AUTHORITY**

By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

(The rest of this page is intentionally left blank.)

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IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

**NONPROFIT**

**MUNICIPALITY**

\_\_\_\_\_  
\_\_\_\_\_, CEO

\_\_\_\_\_  
**MAYOR** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ATTESTED TO AND RECORDED BY:**

\_\_\_\_\_  
\_\_\_\_\_, CITY CLERK

**DATED:** \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
\_\_\_\_\_, ESQ.

**DATED:** \_\_\_\_\_