

Memorandum of Understanding (MOU)

Between the Town of Boonsboro and the Boonsboro Town Alliance

This Memorandum of Understanding (“MOU”) is entered into as of **February 23, 2026**, by and between:

Town of Boonsboro, a municipal corporation organized under the laws of the State of Maryland, with offices at 21 North Main Street, Boonsboro, MD 21713 (“Local Government”), and

Boonsboro Town Alliance, a nonprofit corporation organized under the laws of the State of Maryland, with offices at 20626 Wilderness Run Road, Boonsboro, MD 21713 (“Main Street Organization”).

Together referred to as the “Parties.”

I. Purpose

The purpose of this MOU is to establish a collaborative partnership to support the revitalization, economic development, and promotion of the **Town of Boonsboro** district using the Main Street Approach (or similar framework).

This MOU outlines roles, responsibilities, and expectations for coordination and resource support.

II. Term

This MOU shall be effective from **February 23, 2026** through **February 23, 2028**, unless terminated earlier in accordance with Section IX.

The MOU may be renewed upon mutual written agreement.

III. Roles and Responsibilities

A. Main Street Organization Responsibilities

The Main Street Organization agrees to:

1. Implement a comprehensive downtown/commercial district revitalization strategy aligned with the Main Street Approach.
2. Maintain nonprofit status and good standing with the state and IRS.

3. Employ a qualified Main Street Manager.
4. Develop and adopt annual work plans and budgets.
5. Coordinate programming, events, business outreach, and promotions.
6. Track and report performance metrics (investment, business openings/closures, volunteer hours, etc.).
7. Maintain appropriate insurance coverage.
8. Comply with any reporting requirements tied to public funding.
9. Communicate requests for Town assistance (i.e. Public Works staff time, supplies for events, etc.) with the Town Manager directly and with a minimum of 30 days' advance notice.

B. Local Government Responsibilities

The Local Government agrees to:

1. Recognize the Main Street Organization as a key partner in downtown/commercial district revitalization.
2. Designate an Economic Development Commission liaison to coordinate with the Main Street Organization.
3. Support revitalization efforts through planning, zoning, public works, and economic development coordination where feasible.
4. Consider the district's needs in capital improvements and infrastructure planning.
5. Provide in-kind services for events and/or activities that are held in the Town of Boonsboro and open to the general public.

IV. Funding and Financial Accountability

- The Main Street Organization is responsible for funding Main Street events and activities.
- The Local Government will provide in-kind services for events as scheduling and budgeting allows.
- Execution of this MOU does not constitute any guarantee of financial contribution from the Local Government to the Main Street Organization.

- The Main Street Organization shall maintain accurate financial records.
- Upon request, the Main Street Organization shall provide financial reports to the Local Government.

V. Communication and Coordination

The Parties agree to:

- Meet at least quarterly to review progress.
- Share relevant plans, reports, and data.
- Collaborate on strategic priorities affecting the district.

The Local Government reserves the right to limit staff time contributed to Main Street events and/or activities if there are scheduling conflicts or personnel limitations.

VI. Branding and Public Communications

Both Parties may reference the partnership in public communications. Use of logos or official branding shall require prior approval.

VII. Independent Entities

The Parties are independent entities. Nothing in this MOU creates an employment relationship, joint venture, or agency relationship.

VIII. Liability and Indemnification

Each Party shall be responsible for its own acts and omissions. Nothing in this MOU shall be construed as a waiver of governmental immunity.

IX. Termination

Either Party may terminate this MOU with 30 days' written notice. Any unspent public funds shall be handled in accordance with funding agreements or returned if required.

X. Amendments

This MOU may be amended only by written agreement signed by both Parties.

XI. Signatures

Town of Boonsboro

By: _____

Name/Title: _____

Date: _____

Boonsboro Town Alliance

By: _____

Name/Title: _____

Date: _____