

# **Memorandum of Understanding**

## **Between**

### **Augusta Housing & Community Development & Greater Augusta Arts Council Early Action Activities Proposal**

This Memorandum of Understanding (“MOU”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Augusta, GA, (c/o) Housing and Community Development Department (HCD) & Greater Augusta Arts Council, (GAAC) for the purpose of planning, executing, and managing of a temporary mural installation as part of the Choice Neighborhood Project at Allen Homes, located at 526 Hines Street, Augusta, GA. 30901.

The Greater Augusta Arts Council (GAAC) serves as a resource for Augusta’s arts community, helping connect arts lovers to the events and programs they are passionate about.

Augusta’s Choice Neighborhood (CN) Early Action Activities (EAAs) are designed to respond to issues brought forward by residents during the planning process with physical neighborhood improvements that demonstrate the commitment to change and help build momentum for the planning process.

Additionally, neighborhood beautification and placemaking initiatives were identified as necessary to address the issues of blight and social isolation that residents of Allen Homes expressed. Opportunities for youth residing in the neighborhood to engage in educational and recreational activities is also a top priority identified by residents that the EAA’s seek to address.

The above-named parties to this Memorandum of Understanding recognize the need that additional efforts be spent on the development and establishment of public art projects within the geographic area of Augusta to engage in cultural enrichment activities, including traditionally underserved areas. Housing & Community Development’s primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

## **Part I. Structure and Purpose of Initiative**

The local initiative will be known as the Greater Augusta Arts Council (GAAC) and Augusta (c/o HCD) Choice Neighborhood (CN) Early Action Activities Initiative. This initiative will provide temporary mural installations following the call for art, selection process, creation and installation of two (2) temporary murals, which includes the commission of one or more artists to design and paint murals on MDF panels, to be installed at Allen Homes. Murals that will later be de-installed and moved to a new, permanent location.

## **Part II. Partnership Goals**

The goal of the Initiative is to partner with GAAC within the Allen Homes community is to:

- Foster partnerships through Augusta Housing and Community Development’s resources that would benefit the local residents
- Provide the installation of two (2) temporary art murals

- Showcase the murals on selected structures located in Allen Homes
- Provide access to fresh and healthy produce.

### **Part III. Responsibilities of the Parties:**

It is understood that HCD and GAAC will work together as a team to effectively meet the community's needs within the Allen Homes community. This level of collaboration will require thorough and timely communication between all parties.

#### **HCD's Responsibilities:**

- HCD to provide learning opportunities in conjunction with GAAC for patrons and residents
- HCD to foster partnerships through their resources that would benefit the Allen Home residents.
- **Final Approval** - HCD will, based on and in consideration of recommendations made by the Arts Council, decide on final design and/or mural plans, as well as locations of art pieces and/or installations before implementation.
- **Site Preparation** - Once approved by HCD, the Arts Council, along with Allen Homes and/or City Maintenance workers and the select artists, will arrange for the installation of the MDF murals on the pre-approved brick walls.

#### **GAAC's Responsibilities:**

- GAAC to provide learning opportunities in conjunction with HCD for patrons and residents
- GAAC to provide a secure location for the community mural locations & set-up
- GAAC to utilize \$20,000 for two (2) temporary murals in the Choice Neighborhood Project budget. HCD will consider funding requests for future projects through the regular budgeting process and allocate funding as deemed appropriate.
  - I. **Call for Artwork** - The Arts Council will plan, create, execute and manage the local call for Artwork. Artwork designs are not to exceed 8' x 8', and shall not exceed the capacities of the brick wall to safely house the mural in cases of extreme weather.
  - II. **Site Planning** - The Arts Council will draft, develop and formalize criteria for what constitutes an appropriate site for the murals. If sites are deemed appropriate through aforementioned process, the Arts Council will secure potential locations, pending final approval through the HCD.
  - III. **Installation** - The Arts Council will coordinate the installation and de-installation of all temporary murals. The Arts Council will be responsible for any associated permitting required to safely install the murals. The Arts Council will coordinate any access to nearby power, including any associated fees. The Arts Council will be responsible for ensuring the structural integrity of the murals for the duration of two years. The City will not be responsible for any damage to the artwork during installation or decommission. The City has the right to refuse, repair, or remove any artwork deemed unsafe or unacceptable. The Arts Council will

communicate to the artist any need for repair or removal. The murals will be in place for up to two years. The Arts Council will ensure muralists incorporate necessary project information within their designs.

- IV. **Marketing** - The Arts Council will create appropriate marketing channels to promote the murals, the Choice Neighborhood Mural Project, and all associated mural events. This includes but is not limited to the design, implementation and management of featured mural profiles on the Arts Councils public art website, the promotion of events highlighting the Choice Neighborhood Mural Project, and retains the right to include the murals in any marketing related to the Choice Neighborhood Mural Project.
- V. **Artist Management** - The Arts Council will select artists suitable to participate in the Choice Neighborhood Mural Project, and manage the contracts with the selected artists and all payments to the artists. The selection process will follow and be in compliance with the Public Art Policy, approved by the Commission on November 15, 2016.
- VI. **Public Arts Advisory Panel** - The Public Arts Advisory Panel, through and with assistance of the Augusta Recreation and Parks Department will ensure timely communication between the Parties. Out of the selected artists, the Public Arts Advisory Panel, along with the HCD, will prepare a ranked list of the artists from 1 to 10, based on the Public Arts Advisory Panel's expertise as well as public feedback and opinion.
- VII. **Recommendation** - Once the Public Arts Advisory Panel and HCD has prepared a ranked list of the artists, the Arts Council will submit the approved list of artists to the HCD for final approval. Included in the recommendation will be written instructions for the care and maintenance of the artwork.
- VIII. **Communication and Cooperation** - The Arts Council will work closely with the HCD, Public Art Advisory Panel and Recreation and Parks Department to ensure good communication and cooperative efforts in providing a two new murals for the public to enjoy.

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#### **Part IV. Payment & Fees**

HCD agrees to appropriate \$20,000.00 to the Arts Council for the purpose of the implementation of two (2) temporary mural installations, including all services identified in Section 3b above

##### **Choice Neighborhood Mural Installation Project Budget**

<b>Description</b>		<b>Quantity</b>		<b>Amount</b>	<b>Total</b>
Mural Installation		2		\$500	\$1,000
Mural Commission		2		\$7,250	\$14,500
Arts Council Admin		1		\$3,000	\$3,000
Mural Supplies		2		\$750	\$1,500
<b>Total</b>					<b>\$20,000</b>

#### **Final Approval-**

HCD will, based on and in consideration of recommendations made by GAAC, decide on final design and/or mural plans, as well as locations of art pieces and/or installations before implementation.

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and GAAC prior to public release.

#### **Part VI. Relationship of Parties**

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Each party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employee, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities under this MOU. For liability purposes, neither party shall be considered the agent of the other party.

## **Part VII. Term; Early Termination**

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

## **Part VIII. Administration and Reports**

HCD will facilitate monitoring the Initiative and providing monthly reports to the participants.

## **Part IX. Additional Provisions**

HCD and GAAC shall each identify a primary contact and an alternative contact.

## **Part X. Acknowledgements**

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan, and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

**ATTEST: AUGUSTA, GEORGIA**  
(The City)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Jackson  
Interim Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Augusta Locally Grown

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk