

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
AUGUSTA, GEORGIA UTILITIES DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into agreement on the _____ day of _____, 2023, between the Augusta, Georgia Housing and Community Development Department (HCD), as a political subdivision of the State of Georgia; its successor, through the Augusta, Georgia Commission, as the implementer of the Lead Paint Hazard Reduction Grant (LPHRG) and Healthy Homes Supplemental Funding, funded by the Office of Lead Hazard Control and Healthy Homes (OLHCHH), a division of the U.S. Department of Housing and Urban Development (HUD) and the Augusta, Georgia Utilities Department (Partner).

The parties named above in this MOU recognize the importance of HCD's mission to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment. This MOU and the accompanying program policy and procedures set forth the terms and conditions under which the parties express their intent to present and execute a comprehensive approach to achieving this initiative's goals.

ARTICLE I: PURPOSE OF INITIATIVE

Purpose of Initiative

The purpose and mission of the program: is to provide services to families that reside in the Augusta, Georgia-Richmond County area, which may be affected by lead-based paint hazards & other housing-related health issues; assist in the prevention of lead poisoning through education, training, and community outreach; offer technical and financial assistance while providing a safe, and controlled means of lead hazard control & healthy homes remediation in residential dwelling units occupied by low-income households.

Augusta, Georgia-Richmond County, has concluded that it is beneficial to act as a team to:

1. Reduce lead health disparities among low and very low-income residents of Augusta, Georgia-Richmond County.
2. Create a Healthy Home concept and eliminate lead-based paint and housing-related health and safety hazards for Augusta, Georgia-Richmond County area.
3. Ensuring the initiative goals are successfully achieved.

ARTICLE II: PARTNERSHIP GOALS

The goals of the LPHRG program are to continue creating safe, decent, and sanitary housing throughout Augusta, Georgia-Richmond County, which will:

1. Provide safe and decent living conditions.
2. Increase the number of lead-safe and healthy housing units.
3. Increase awareness and understanding of lead poisoning prevention.

4. Increase the number of persons qualified to conduct lead paint remediation.
5. Strengthen the healthy housing network of Augusta, Georgia-Richmond County area.
6. Create a Healthy Home concept and eliminate lead-based paint and housing-related health and safety hazards for Augusta, Georgia-Richmond County area.

ARTICLE III. SCOPE OF COLLABORATION

Areas of collaboration include, but are not limited to:

1. HCD Agrees To:
 - a. Promote the Partner's programs, services, initiatives, etc., via the website, social media, newspaper ads, etc.
 - b. Proactively inform Augusta, Georgia-Richmond County residents to participate in initiatives, events, and other opportunities administered by the Partner.
 - c. Participate in the Partner's outreach and education presentations, as appropriate, and work with HCD to prepare and distribute publications of common interest to the Partner.
2. Partner Agrees To:
 - a. Promote the Partner's programs, services, initiatives, etc., via the website, social media, newspaper ads, etc.
 - b. Proactively inform Augusta, Georgia-Richmond County residents to participate in initiatives, events, and other opportunities administered by the Partner.
 - c. Participate in the Partner's outreach and education presentations, and events, as appropriate, and work with HCD to prepare and distribute publications of common interest to the Partner.
 - d. Assist HCD with conducting outreach, marketing, and education about the LPHRG program to increase HCD's ability to deliver specified lead hazard control services to residents of the Augusta, Georgia-Richmond County area.

ARTICLE IV. PUBLIC RELATIONS

The parties mutually agree, throughout the term of this MOU, to promote and advertise the partnership-related service LPHRG program partnership via the distribution of advertising materials such as flyers, radio advertisements, newspaper ads, website, etc., coordinated among and approved by both HCD and the Partner before public release.

ARTICLE V. 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, in the name of another party, or bind another party in any manner.

ARTICLE VI. TERM; EARLY TERMINATION

This agreement shall remain in full force and effect from the date of execution for the entire period necessary to carry out all activities for the period of [**Insert Date**] through [**Insert Date**].

The participating parties reserve the right to terminate the MOU with 90 days' notice.

ARTICLE VII. SIGNATURE PAGE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia.

(SIGNATURES ON FOLLOWING PAGE)

DRAFT

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

ATTEST: Augusta, GA

By: _____
Garnett L. Johnson
As Mayor, Augusta, GA

Date: _____

By: _____
Takiyah A. Douse
As Interim City Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr.
Housing & Community Development Department

Date: _____

Approved as to Form by: _____
Augusta, GA Law Department

Date: _____

SEAL

Lena Bonner
As its Clerk of Commission

Augusta, Georgia Utilities Department

By: _____

Date: _____

Name: _____

Title: _____