

STATE OF GEORGIA)
COUNTY OF RICHMOND)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Memorandum”) made this _____ day of _____, 2025, by and between **Augusta, Georgia**, a Political Subdivision of the State of Georgia, (hereinafter known as “Augusta”) and **The City Owned Cemeteries Citizens Committee**, (hereinafter known as "The Committee).

WHEREAS, Augusta owns and operates several historic cemeteries, including Cedar Grove, Magnolia and Westview Cemeteries which are significant historical and cultural landmarks within the community;

WHEREAS, these Augusta-owned cemeteries are the final resting places for many notable citizens and reflect the rich history and development of Augusta;

WHEREAS, the Committee is a volunteer organization dedicated to the preservation, beautification, and improvement of these vital historical sites;

WHEREAS, the Committee desires to undertake special projects within Cedar Grove, Magnolia and Westview Cemeteries that require additional funding beyond Augusta's regular budget allocations to ensure their continued historical integrity;

WHEREAS, Augusta recognizes the valuable contributions of the Committee and wishes to facilitate its fundraising efforts for these designated projects, ensuring proper oversight and financial management;

WHEREAS, for accountability and proper financial management, all funds raised by the Committee for special cemetery projects shall be received and managed by Augusta;

WHEREAS Augusta and the Committee desire to and have agreed to enter into this Memorandum as a collaborative agreement setting forth the general and basic terms, conditions, services, rights, duties, and obligations to be provided by respective parties through this Memorandum;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1.0 PURPOSE

The purpose of this MOU is to establish a framework for cooperation between Augusta and the Committee. This MOU specifically authorizes the Committee to raise funds for special cemetery projects, with all checks made payable to Augusta. The funds raised will be used exclusively for the agreed-upon special cemetery projects.

2.0 BACKGROUND

Augusta owns and operates several historic cemeteries, including Cedar Grove, Magnolia and Westview Cemeteries, which are significant historical and cultural landmarks within the community. The Committee desires to undertake special projects within Cedar Grove, Magnolia and Westview Cemeteries that require additional funding beyond Augusta's regular budget allocations to ensure their continued historical integrity. Augusta and the Committee have agreed to enter into this Memorandum as a collaborative agreement.

3.0 UNDERSTANDING

3.1 Roles and Responsibilities: The following explains the agreed upon roles and responsibility of each Party:

a. The Committee agrees to the following:

- i. Fundraising: The Committee is authorized to solicit donations and raise funds for special projects within Cedar Grove, Magnolia and Westview Grove Cemeteries.
- ii. Donations: All checks and/or money orders received as donations for these special projects shall be made payable directly to Augusta.
- iii. Project Identification: The Committee shall identify, propose, and define specific special cemetery projects for which funds are to be raised.
- iv. Reporting: The Committee shall provide regular reports to Augusta, detailing fundraising activities, amounts raised, and proposed allocation of funds for approved projects.

- v. Compliance: The Committee shall conduct all fundraising activities in compliance with applicable federal, state, local laws and regulations, and established Augusta policies.
- b. **Augusta agrees to the following:**
- i. Fund Management: Augusta shall receive, deposit, and manage all funds raised by the Committee, ensuring they are held and accounted for as a fund specifically for approved special cemetery projects.
 - ii. Project Approval: Augusta, by and through its Recreation and Parks Department in conjunction with the Administrator's Office, will review and approve special cemetery projects proposed by the Committee, ensuring alignment with Augusta policies and cemetery needs.
 - iii. Disbursement of Funds: Augusta will disburse available funds for approved projects as requested by the Committee, following standard Augusta financial procedures.
 - iv. Financial Reporting: Augusta shall provide the Committee with regular financial statements detailing the funds received, expenditures, and remaining balances for the special cemetery projects.
 - v. Support: Augusta may provide administrative and logistical support to the Committee's fundraising efforts as deemed appropriate and necessary by Augusta. As deemed appropriate by Augusta, Augusta will provide authorization for the committee to do fundraising for the city owned cemeteries, i.e. use of the Augusta-owned cemetery properties for agreed upon fundraising events.

4.0 PAYMENT PROCEDURES

- a. All funds raised by the Committee for special cemetery projects shall be made payable to Augusta.
- b. Augusta will account for the funds in a separate account or sub-account to ensure transparency and proper allocation.
- c. Expenditures from this account will only be made for projects approved by Augusta, based on proposals from the Committee.

- d. Augusta will provide bi-annual financial reports to the Committee detailing all transactions related to these designated funds.
- e. All seed monies used in advance by the Committee to support fundraising events or approved projects shall be reimbursed upon the Committee provide supporting documents, including, but not limited to receipts for products purchased. The reimbursements shall be in accordance with established and accepted non-profit standards and the Committee shall not seek more than 15% funds expended on said products. The Committee shall not seek reimbursement for payment to its staff or any volunteer.

5.0 TIME/TERMINATION

a. Term: This MOU shall become effective upon the date of the last signature below and shall remain in effect for a period of one (1) year, unless terminated earlier as provided herein.

b. Renewal: This MOU may be renewed for three additional one (1) year terms upon mutual written agreement of the Parties.

c. Termination: Either Party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event of termination, the Parties shall cooperate to ensure a smooth transition and proper accounting of all funds and projects.

6.0 MISCELLANEOUS

- a) This Memorandum shall be executed in duplicate, so that both Augusta and the Committee will each have an original executed Memorandum, either of which may be considered the original.
- b) This Memorandum shall be controlled by and construed in accordance with the laws of the State of Georgia, and venue shall be in Richmond County Georgia.
- c) No Partnership: This MOU does not create a partnership, joint venture, or agency relationship between the Parties.

- d) No Contractual obligations: This MOU is intended to be a statement of mutual understanding and intent, and is not intended to be a legally binding contract. However, the Parties agree to honor the commitments made herein in good faith.
- e) Modification: Any modification or amendment to this MOU must be in writing and signed by authorized representatives of both Parties.
- f) This Memorandum is the entire agreement between the parties, and supersedes all prior discussions, negotiations, and agreements, whether written or oral, and may not be amended, except by a writing executed by both parties.

IN WITNESS WHEREOF, Augusta and the Committee have caused the execution of this Memorandum by and through their respective representative, with their respective seals being affixed hereto, as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

AUGUSTA, GEORGIA

WITNESS

By: _____
PRINTED NAME _____
TITLE: _____

NOTARY PUBLIC
RICHMOND COUNTY, STATE OF GEORGIA

MY COMMISSION EXPIRES: _____

(SEAL)

CITY OWNED CEMETERIES
CITIZENS COMMITTEE

WITNESS

BY: _____
PRINTED NAME _____
COMMITTEE CHAIRPERSON

NOTARY PUBLIC
RICHMOND COUNTY, STATE OF GEORGIA

MY COMMISSION EXPIRES: _____

(SEAL)