

# Memorandum of Understanding

## Between

### **Housing & Community Development/Growing Augusta: Arts, Agriculture, & Agency Partnership Two Year Agreement**

This Memorandum of Understanding (“MOU”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Augusta, GA’s Housing and Community Development Department (HCD), and Growing Augusta: Arts, Agriculture, & Agency, (GA). HCD serves as Augusta, GA’s manager for the Laney Walker Bethlehem Revitalization Program. GA has consistently worked with Farmers and hobby growers to promote agri-tourism, offering their support and advocacy, while providing fresh food and produce to food desert areas. Coupled with live grassroots music in the Greater Augusta River Region since 2004, they developed partnerships with local municipalities, non-profit organizations, small businesses, international interests, and featured home-grown professional musicians and student groups as well as touring groups.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating events with Housing & Community Development that entail preserving the heritage of the Laney Walker Bethlehem Community as well as increasing economic development through local businesses. It is expected that a signed Partnership Agreement will evolve from this MOU.

Whereas, Augusta Housing and Community Development (HCD) is a Department of Augusta with a primary focus on creating positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment. Growing Augusta: Arts, Agriculture, & Agency (GA) is a local organization that supports small farms and hobby growers by making their all-natural, locally and sustainably grown, fresh foods available for sale. GA has also developed a series of pop-up markets in areas with limited access to grocery stores.

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

Working together Augusta Housing and Community Development and Growing Augusta will improve access to fresh, nutritious foods; provide economic opportunities for small farmers and budding entrepreneurs; and increase community engagement between families, area businesses, and organizations.

**NOW, THEREFORE, BE IT RESOLVED** that Augusta Housing and Community Development, and Growing Augusta enter into this Memorandum of Understanding to provide an alternative access to fresh produce in South Augusta.

## **Part II. Augusta Housing and Community Development Responsibilities**

- Provide a secure location for farmer’s market setup
- Provide learning opportunities in conjunction with Growing Augusta and associates for patrons, residents, and local business owners
- Foster partnerships through Augusta Housing and Community Development’s resources that would benefit local residents.

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

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

The parties will have the following responsibilities:

- HCD to provide a total of \$10,000 (Ten Thousand Dollars and 0/100) for marketing and entertainment purposes divided over the two (2) year agreement period
- HCD will work with GA to identify additional event locations for future purposes
- GA will provide live music entertainment for the event
- HCD to work with GA to establish tentative dates for future event
- HCD and GA to agree upon fees for the events that will be paid to GA
- HCD and GA to identify food vendors that will provide produce for event
- HCD and GA will facilitate the setup and clean-up following the event

### **Part V. Public Relations**

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 GA 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.

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

The term of the MOU is twenty-four (24) 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 bi-monthly reports to the participants.

### **Part IX. Additional Provisions**

HCD and GA 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**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Takiyah A. Douse  
As Interim City Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As Director, HCD

Approved as to Form by: \_\_\_\_\_ Date: \_\_\_\_\_  
Augusta, GA Law Department

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk of Commission

**Growing Augusta: Arts, Agriculture & Agency**

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

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

**Title: CEO, Growing Augusta: Arts, Agriculture, & Agency**