

FUNDING MEMORANDUM OF UNDERSTANDING

THIS FUNDING MEMORANDUM OF UNDERSTANDING (“MOU”) is made and effective this ____ day of January, 2020, by THE CITY OF GEORGETOWN, TEXAS, a Texas home rule municipality (“City”) and _____.

WHEREAS, City operates a public arts program and desires to install a wall mural generally as shown on **Exhibit A** attached hereto (the “Project”) on property owned by _____ and located at _____ (the “Property”); and

WHEREAS, MBGH desires to provide funds to the Project.

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

1. Property Owner Responsibilities.

- (a) _____ agrees to provide funds to the Project in the amount of _____ (\$_____) (the “Funds”) within thirty (30) days of the effective date of this MOU.
- (b) _____ agrees to provide a suggested mural design to City staff for presentation to City’s Arts and Culture Board.
- (c) _____ agrees to coordinate with City staff to review modifications to the Project presented by City’s Arts and Culture Board or City Council.
- (d) _____ agrees to grant a mural easement to City for the installation and maintenance of the Project.

2. City Responsibilities.

- (a) City agrees to use the Funds to contract with an artist to install the Project; the artist will be responsible for purchasing and providing any supplies and materials needed for the Project.
- (b) City agrees to use any remaining Funds to provide ongoing maintenance in the same manner and to the same degree as it does for similar City murals.

3. Approvals and Consents. Approvals or consents required or permitted to be given under this MOU shall be given in writing and must be signed by a person authorized to give such approval or consent on behalf of the party.

4. Address and Notice. Unless otherwise provided in this MOU, any notice to be given under this MOU shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid

telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Georgetown
P.O. Box 409
Georgetown, TX 78627
Attention: City Manager

If to Property Owner, to:

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

5. Project Terminated. If City determines that for any reason the Project cannot be completed as planned, City will advise _____ in writing and _____ will be entitled to a refund of the Funds within thirty (30) days.

6. Reporting Procedures. City and _____ shall act cooperatively in establishing reporting and consultation procedures with respect to receipt of funds for the Project.

7. City's Discretion and Legal Nature of This Instrument. For certainty, nothing herein fetters, limits or restricts City's legislative discretion regarding any approval of the Project or further expenditure of public funds.

- (a) _____ understands that this MOU is not intended to form a binding legal agreement to proceed with the Project. It is intended to set out the intentions of the parties regarding funding so that the Project may proceed.
- (b) Nothing herein is intended to authorize _____ to act as the agent or representative of City and it shall not attempt to bind City in any way or represent that it has authority to bind City.
- (c) Nothing herein is intended to authorize City to act as an agent or representative of MBGH and it shall not attempt to bind _____ in any way or represent that it has authority to bind _____.

_____ acknowledges and agrees that City has not approved or committed to any additional financial contributions towards the Project, other than what has been spent

and what is specifically outlined in this MOU, and if there is any need for additional funds beyond amounts raised or grants received, if any, such expenditures or contributions are subject to approval in City's financial plan.

City acknowledges and agrees that _____ has not approved or committed to any financial contributions towards the Project, other than what is specifically outlined in this MOU.

8. Term of MOU. This MOU shall be in force and effect until substantial completion of installation of the Project or until sooner terminated.

9. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this MOU shall not be construed as a waiver of the future performance of such provision by the other party.

10. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

11. Parties in Interest. This MOU shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

12. Merger. This MOU embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this MOU.

13. Captions. The captions of each section of this MOU are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

14. Interpretations. This MOU and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this MOU.

15. Severability. If any provision of this MOU or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this MOU and the remaining portions of this MOU shall remain in effect.

16. Applicable Law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

17. Dispute Resolution. This MOU is to be performed entirely within Williamson County, Texas. Any claim or cause of action related to this MOU must be brought in a court of appropriate jurisdiction in Williamson County, Texas.

MBGH

CITY

Property Owner

a Texas limited liability company

THE CITY OF GEORGETOWN

a Texas home rule municipality

By: _____

Name

Title

By: _____

Dale Ross

Mayor

Attest:

Robyn Densmore
City Secretary

Approved as to form:

Charlie McNabb
City Attorney

EXHIBIT A – PROJECT