

Memorandum of Understanding between the Fulshear Arts Alliance and the City of Fulshear for a Community Program – Traffic Signal Art Box Project

This Memorandum of Understanding (MOU) is by and between the Fulshear Arts Alliance (Art Alliance), a Texas nonprofit organization and the City of Fulshear (City), a Texas Municipality, and is entered into to be and become effective on the date executed by the last party hereto.

Whereas, the Art Alliance has its stated purpose to strengthen the foundation of community through the development of art within the Fulshear community; and

Whereas, one of the primary ways the Art Alliance accomplishes its stated purpose is by working with communities to develop opportunities for local artists to create artwork for the purpose of displaying in a public setting; and

Whereas the Art Alliance believes that communities are served best when nonprofits work closely with groups of engaged artists who will provide artwork for various public places; and

Whereas the CITY has identified potential locations with Traffic Signal Boxes that are sited within the public right of way that would qualify for placement of public art for a Traffic Signal Art Box Project (Project);

Whereas the CITY has identified a long-term need for public art within the public right of way requiring specific financial and operational planning; and

Whereas, the CITY seeks assurance that it shall have a programmatic decision-making processes for all artwork, financial planning, permitting, and placement of the public art for the Project; and

Whereas the CITY wishes to cooperate with the Art Alliance to pursue the implementation of public art opportunities on Traffic Signal Boxes in the public right of way for the Project.

Therefore, the Art Alliance commits:

That for the duration of the Art Alliance-City cooperation, to maintain a working relationship with the City Staff, City Parks & Recreation Commission, and the City Council towards these efforts.

That there will be a commitment to maintain open communication between the Art Alliance and the CITY regarding the opportunities and efforts that may result in the selection, placement and financing of proposed artwork for the Project.

That the goal is to foster a culture of collaboration and support between the Art Alliance and the CITY.

That the Art Alliance will only consider art that reflects Fulshear history, branding, and placemaking so that the art is relevant to the goals of this cooperative arrangement.

That the Art Alliance will present the artwork to an Ad Hoc Committee made up of at least two members of the City Parks & Recreation Commission, a member of City staff and a member of the Art Alliance.

That the Art Alliance will make every effort to provide fund-raising opportunities and efforts to assist in the funding of the Traffic Signal Art Box Project.

That the Art Alliance will assist the Ad Hoc Committee in preparing a report that details the recommendation to the City Parks & Recreation Commission for consideration of approval. The report shall detail the selection of artwork and outline the locations the artwork are proposed to be placed.

The Art Alliance certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code.

As required by Chapter 2271, Texas Government Code, Art Alliance verifies that it, including, a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same does not boycott Israel and will not boycott Israel while this MOU is in effect. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

Pursuant to Chapter 2252, Texas Government Code, Art Alliance hereby verifies that, at the time of execution of this MOU neither it, nor any subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts or 2252.153 of the Texas Government Code

Therefore, the CITY commits:

To provide continual support to the Art Alliance and this cooperative arrangement in the form of active participation in the selection, permitting, site locations and financial support, and the promotion of the public art or the Project.

To cooperate with the Art Alliance to identify the Ad Hoc Committee.

To cooperate with the Art Alliance to provide a recommendation to City Council that has had the approval of the City's Parks and Recreation Commission each time there is proposed public art for the Project.

To cooperate with the Art Alliance to submit a comprehensive and complete permitting process with the appropriate entities requiring permitting to place the public art on Traffic Signal Boxes.

Either party may terminate this MOU by giving 30 days advance notice to the other party.

Notices given under this agreement may be given to the applicable party at the address set forth below, provided either party may alter its address by giving notice to the other party.

To City:

City of Fulshear
P.O. Box 279
Fulshear, TX 77441-0279

To Art Alliance:

Fulshear Arts Alliance
P.O. Box 392
Fulshear, TX 77441-0392

[SIGNATURE PAGE FOLLOWS]

APPROVED:

Fulshear Arts Alliance

Signed: _____

Date: _____

Name: Evangeline Curbo

Title: President

City of Fulshear

Signed: _____

Date: _____

Name: _____

Title: City Manager