



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, April 11, 2023
1:10 PM

ADMINISTRATIVE SERVICES

- 1.** Motion to approve the minutes of the Administrative Services Committee held on March 14, 2023.
- 2.** Receive as information the emergency request for the replacement of a hot water holding tank at Charles B. Webster Detention Center in the amount of \$28,850.00 by Coleman Construction, Inc.
- 3.** Request to approve submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission.
- 4.** Motion to approve HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area.
- 5.** Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for low to moderate income family.
- 6.** Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc. to develop a single family unit for a low to moderate income homebuyer.
- 7.** Motion to approve quantity (1) Lead Hazard Reduction Projects. RFQ 22-188
- 8.** Approve a change order of purchase order (440254) for the additional coating of shower door frames at Charles B. Webster Detention Center - A, B, C and E Pods in the amount of \$21,600.00 to Tri Solutions, Inc.
- 9.** Approve a change order of purchase order (440253) for monetary deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products Company, Inc.

10. Approve a change order of purchase order (23CSA032) for the change in scope of bollards height and duplex GFI receptacle in the amount of \$17,500.00 to JHC Corporation.
11. Receive as information the emergency procurement of the Emergency Medical Dispatch protocol system for the 911 Emergency Services Department in the amount of \$127,204.00 from Priority Dispatch Corp.
12. Approve the motion for Augusta, Georgia to accept property as recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way to become a public road to be maintained by Augusta, Georgia.
13. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit.
14. Motion to approve HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community.



Administrative Services Committee

April 11, 2023

Minutes

Department: N/A

Presenter: N/A

Caption: Motion to approve the minutes of the Administrative Services Committee held on March 14, 2023.

Background: N/A

Analysis: N/A

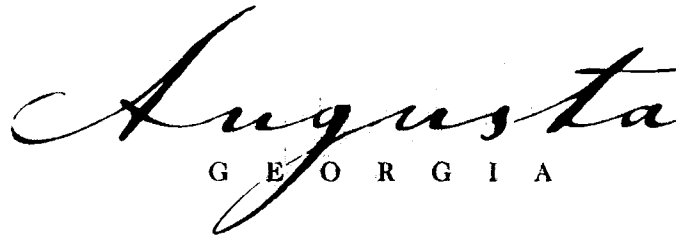
Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A



ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, March 14, 2023
1:10 PM

ADMINISTRATIVE SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Francine Scott
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Jordan Johnson

1. Motion to approve the purchase of two 2023 Dodge Rams, at a total cost of \$85,138 from Thomson Motor Centre of Thomson, GA for the Utilities Department – Engineering Division.
Motion to approve.
Motion made by Frantom, Seconded by Johnson.
Voting Yea: Scott, Lewis, Frantom, Johnson
2. Motion to approve the purchase of one 2023 John Deere 5090E tractor, at a total cost of \$66,200 from Blanchard Equipment Company of Augusta, GA (Bid #22-302) for the Utilities Department – Fort Gordon Division.
Motion to approve.
Motion made by Frantom, Seconded by Johnson.
Voting Yea: Scott, Lewis, Frantom, Johnson
3. Motion to approve the minutes of the Administrative Services Committee held on February 28, 2023.
Motion to approve.
Motion made by Frantom, Seconded by Johnson.
Voting Yea: Scott, Lewis, Frantom, Johnson
4. Motion to approve the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of \$120,000.
Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

5. Receive as information a presentation from Destination Augusta.

Motion to refer this item to the full Commission meeting.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson



Administrative Services Committee

Meeting Date: 4/11/2023

Emergency – Charles B. Webster Detention Center Hot Water Holding Tank

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency request for the replacement of a hot water holding tank at Charles B. Webster Detention Center in the amount of \$28,850.00 by Coleman Construction, Inc.
Background:	The hot water holding tank located in H pod has been identified as needing immediate replacement. The inability to provide hot water to H pod poses as a potential health risk to inmates who reside within the area.
Analysis:	Coleman Construction, Inc. will perform the replacement of the hot water holding tank, as well as re-insulating the water lines.
Financial Impact:	<p>\$28,850.00; SPLOST</p> <p>GL: 329-05-1120 / 54.13120</p> <p>JL: 222-05-9622 / 54.13120</p>
Alternatives:	<p>A – Receive as information</p> <p>B – Do not receive as information</p>
Recommendation:	Receive as information the emergency request for the replacement of a hot water holding tank at Charles B. Webster Detention Center in the amount of \$28,850.00 by Coleman Construction, Inc.
Funds are available in the following accounts:	<p>SPLOST</p> <p>GL: 329-05-1120 / 54.13120</p> <p>JL: 222-05-9622 / 54.13120</p>



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: March 6, 2023

SUBJECT: Emergency Memo – Charles B. Webster Detention Center Hot Water Holding Tank

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at Charles B. Webster Detention Center relating to the replacement of the hot water holding tank.

After a site assessment, the hot water holding tank located in H Pod has been identified as needing immediate replacement. The inability to provide hot water to H Pod poses as a potential health risk to inmates who reside within the area. Therefore, it is imperative that we proceed with the replacement of the hot water holding tank with a new tank, as well as re-insulating any insulation removed to provide hot water to the inmates.

Please process a purchase order to Coleman Construction in the amount of \$28,850.00 for the replacement of the hot water holding tank.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

OK
 3/16/2023
 3/16/2023
 3/16/2023

**AUGUSTA-RICHMOND COUNTY GEORGIA
 PURCHASING DEPARTMENT
 REQUISITION**

REQUISITION:
REQUISITION DATE: 3/6/2023
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPLOST VII, see below
DEPARTMENT HEAD: [Signature]

21038

VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
Coleman Construction		Coleman Construction		Coleman Construction		Coleman Construction	
(706) 556-3400		(706) 556-3400		(706) 556-3400		(706) 556-3400	
QUOTED BY		Tim Coleman		Tim Coleman		Tim Coleman	
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	REPLACEMENT OF THE H POD HOT WATER HOLDING TANK AT THE CHARLES B WEBSTER DETENTION CENTER	1	\$ 28,850.00	\$ 28,850.00			
2							
3							
4							
5							
6	*Emergency						
7	GL: 329-05-1120/54.13120						
8	JL: 222-05-9622/54.13120						
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
TOTAL BID				\$ 28,850.00			
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							

[Handwritten Signature]
 3/16/23
 3/16/23



Coleman Construction, Inc.

www.Coleman-Construction.com

Plumbing & Mechanical Piping Contractors

PROPOSAL

To: Charlie Webster Detention Center
Attn: Timothy Howard

Date: 02/12/2023
Proposal # 8604A
-Revised-

Project: H pod hot water holding tank replacement
Augusta GA.

James,

Thank you for your continued interest in our company and for allowing us the opportunity to provide you with pricing for this project. Our quote is based on our site visit and conversations with Kyle Norton.

Our price includes the labor and material to remove 1 existing holding tank and replace with a new tank of the same size. Our proposal also includes re-insulating, any insulation removed.

Base Bid: \$ 28,850.00

We exclude any of the following from our scope of work:

Electrical wiring, starters, controls, or disconnects.

Equipment pads or vibration isolation.

Seismic restraints or hangers; design or engineering fees for seismic design.

Storm water, irrigation, or fire protection piping.

Gas or water meters, sewer taps, any associated meter or tapping fees.

Patching of any walls, floors or ceilings; Painting of any kind.

Engineering or bonding fees (if bond is required, please add 2%).

Fees for 3D design or coordination drawings.

Any work that requires premium time (after hours or weekends).

Note: This proposal may be withdrawn if not accepted within 30 days.

If you have any questions or comments, or if you need any additional information, please do not hesitate to contact us.

Thank you,
Tim Coleman



CGL Facility Management LLC

January 24, 2023

Regarding: Pod I-Booking/Intake/Transportation, Exterior I, Exterior Mechanical Room I, Storage Tank (FM3617917), Tank Replacement
Work Order #CWB-2917

Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Philinzy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod I-Booking/Intake/Transportation, Exterior I, Exterior Mechanical Room I, Storage Tank (FM3617917), Tank Replacement			
Quote for 3rd Party to replace tank	1	29,572.91	29,572.91
			<u>29,572.91</u>

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!

1903 Phoenix Blvd, Ste 250 Atlanta, GA 30349 | Ph: 770-716-0081 | Fax: 770-716-9081
WWW.CGLCompanies.com

GT Industrial, Inc.

Item 2.

January 31, 2023

Mr. Timothy Howard

Webster detention center

Re: Hot water tank change out revised

Proposal

GT Industrial, Inc. respectfully submits a quote to provide labor, material and equipment to:
Remove existing hot water tank and replace with a new one.

- Disconnect piping from existing damaged tank.
- Remove tank and properly dispose of off-site.
- Supply and install new 534-gallon Raypak tank.
- A boom truck will be furnished for removal of existing tank and placement of new tank on roof area outside of mechanical area.
- Additional temporary steel installation in bar joist to spread load over a wider area.
- Repairs of grassed areas from boom truck damage included if necessary.
- Furnish and install piping as required for tank function.
- Test piping for leaks.
- Insulate tank and associated pipe as needed to minimize heat loss.
- Disposal of debris is included in price.
- All work to be performed in a safe and timely manner.
- Work area to be left in a clean and hazard free condition upon completion.
- Completion time approximately nine 2 -10 hour days for removal/installation of tanks and 2 -10 hour days for insulation of tank and pipe.

Not included: Start up assistance
Permits and fees

Thank you for your consideration on this project. We look forward to working with you on this and future projects. If you have any questions, please do not hesitate to call.

Our total price: \$50,473.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Charles Bates

Authorized Signature

Payment Terms: Net due upon receipt of Invoice.

P.O. BOX 3762 ~ Augusta, GA 30914 ~ Ph. 706-364-4880 ~ Fax 706-364-4881



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_FY2023 Annual Action Plans Submission for HUD Funding Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Request to approve submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission.
Background:	<p>In order to fulfill statutory and regulatory requirements found at 24 CFR 91.15(a)(1) and as mandated by the U.S. Department of Housing and Urban Development, the City of Augusta, Georgia is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness as carried out through its Housing and Community Development Department and represented in the FY2023 Annual Action Plans. The FY2023 Annual Action Plans represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.</p> <p>Further, the City of Augusta is required to make available for public comment the FY2023 Annual Action Plans that provides the jurisdiction an opportunity to review the City's local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness through its Housing and Community Development Department. This submission contains Augusta's actual allocation of \$4,095,358 for FY2023 reflecting Augusta's announced CPD funding allocations from HUD.</p> <p>Below is a listing of the allocations:</p>

Funding Program Allocations for FY2023 - CDBG \$1,779,639, HOME \$1,158,915, HOPWA \$ 1,005,159, ESG -\$151,645. Total FY2023 Allocation - \$4,095,358.

FY2023 Programmatic line item budgets as well as brief project narratives are attached to this Agenda item.

Analysis:

If approved by the Augusta, Georgia Commission, the Housing and Community Development Department will be capable of funding projects in accordance with the submission of the FY2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and continue provision of funding to projects and activities to service the housing, service and economic development needs of low-to-moderate income residents of Augusta, Georgia.

The FY2023 Annual Action Plans represent funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

Financial Impact:

If approved by the Augusta-Richmond County Commission, the FY2023 Annual Action Plans will allow for the Housing and Community Development Department to continue to provide funding of needed services and housing projects for low-moderate-income households throughout the City of Augusta, Georgia with a FY2023 total allocation budget of \$4,095,358.

Alternatives:

Do not approve HCD's request for approval to submit the FY2023 Annual Action Plans to HUD and surrender Augusta's \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta.

Recommendation:

Approve HCD's Request to approve submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents, including but not limited to, the SF-424s and Certifications and Assurances required to be included with this submission.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG) funds, Emergency Solutions Grant (ESG), HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA).

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Clerk of Commission

HCD Annual Action Plan

FY2023

FY2023

Enclosed are the brief narrative descriptions of the Activities and Projects proposed for funding under the City of Augusta's Projected Allocations of HUD Funding for FY2023

Summary of FY23 Activity Funding Recommendations



CDBG Funding Recommendation Process

Augusta Housing and Community Development (AHCD) utilizes a three-tier review process to determine the agencies / entities that are recommended for funding under the Department's Annual Action Plan process for competitively awarded HUD grants under Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA).

Tier I: Eligibility Review (Submission Deadline and Basic Qualifications to Establish an Applicant as Eligible for AHCD's HUD Funding programs)

On-Line Application Submission

- Mandatory Application Workshop
 - Must be present at workshop to move towards Application Phase
- AHCD Application On-Line
 - First Day online (day after Mandatory Application Workshop)
 - 90-Day Timeline for Completion
 - Submission Deadline (5:00 PM)

Tier II: Pre-Qualification Threshold Requirements

1. Copy of IRS 501©(3) Form
 - Must have attained status for at least 12 months,
 - Or Have 12 months experience, operating under another organization or entity that has this designation,
 - Or be a governmental entity proposing to serve Augusta, GA residents.
2. Georgia Secretary of State Certification & License (if applicable)
 - Applicant must be registered/licensed to do business in the State of Georgia at the time of application
3. Audit or Financial Statements
 - Applicant must provide a financial statement covering the past 12-month period
4. Written Financial Management Procedures
 - Applicant must submit copy of written financial management procedures (re: tracking cash/receipts/disbursements, budgeting, purchasing/procurement & program income)

Tier III: Individual Staff Review and Scoring and Team Review and Scoring

The criteria used at both the Individual and Team Review levels for scoring eligible applications are as follows:

Application Evaluation (100 points total)

1. Low Income Emphasis (25 points max.)
 - Extent to which the project proposes to serve a higher percentage of low to moderate-income persons than is required by HUD.
2. High Priority Need(s) in Year 2015-2019 Consolidated Plan (15 points max.)
 - Extent the project addresses needs identified as "High Priority" in the 5-Year Consolidated Plan

3. Leveraging and Quality of Program Design (20 points max.)
 - Extent to which other funds & volunteer labor has been committed to the proposed activity
4. Operational Capability and Experience (20 points max.)
 - Applicant's ability to develop and carry out the proposed project in a reasonable time and successful manner
5. Financial Capability and Experience (20 points max.)
 - Applicant's capability to handle financial resources and follow procedures for effective control

Funding Recommendations – CDBG: Funding is awarded to applicants that passed Tier I and Tier II criteria and achieved a minimum score of 70 (on the 100-point scale described above). Scores then are adjusted so that the highest score of eligible applications is curved to 100% to allow for prorated funding level recommendations (i.e. the highest scoring CDBG application in FY2019 scored 88, so a 12-point curve was applied to all recommended applications). Funding levels are then determined by the following steps:

- The available funding (15% of the total CDBG Allocation of \$1,649,350, or \$265,200) was divided by the number of eligible applicants (11) to derive a baseline allocation (i.e. \$265,200 divided by 11 Applicants is approximately \$24,000 each).
- With this \$24,000 baseline, applicants are then recommended for funding at the % of this baseline that is commiserate with their curved application score (i.e. curved score of 100=\$24,000, curved score of 80 = \$19,200).

Funding Recommendations – ESG: Funds are divided by HUD Regulation into two broad categories, Rapid Rehousing / Homelessness Prevention and Shelter Operations / Street Outreach. The strategic desire of the City of Augusta's Consolidated Plan calls for approximately 50% of our annual ESG allocation to go toward the Rapid Rehousing / Homelessness Prevention category. Based on the applications received, the FY2019 Allocation Recommendations include a proposed 49.7% allocation to Rapid Rehousing / Homelessness Prevention and 42.8% allocation to Shelter Services. Funds within these categories are then divided evenly among the eligible applications recommended for funding. Housing Opportunities for Persons with AIDS (HOPWA) 2019 Application review Process.

Funding Recommendations – HOPWA

- Each application reviewed by 3 individuals (Housing Coordinator, Housing Manager & Deputy Director)
- A score of 70 is required for funding (70=100%)
- All scores averaged and percentage computed based on a score of 70=100%
- Funding recommendation based on application amount x average percentage
- Internal control of no more than \$500,000 for all funding years implemented
- Final funding recommendation based on the full initial funding recommendation or partial funding to meet internal control requirement

(Example shown on next page)

Examples:

	Organization A	Organization B	Organization C
Raw Scores	75 44 72	60 58 34	82 79 27
Average Score = Raw Total/3	63.667	50.6	62.67
Average Percentage = Avg. Score/70	90.95%	72.38%	89.5%
Funding Request	\$244,648.00	\$214,072.00	\$277,858.00
Initial Recommendation = Funding Request x Avg. %	\$222,513.00	\$154,947.00	\$203,897.00
Current Funds Available	\$307,000.00	\$500,000.00	\$125,000.000
Internal Control Difference = 500k – Available Funds	\$193,000.00	\$0.00	\$375,000.00
Final Funding Recommendation	\$193,000.00	\$0.00	\$203,897.00

Community Development Block Grant - Poverty Reduction Programs

Applicant Agency	Funding Request	Funding Recommendation
CSRA EOA, Inc. – Centralized Intake and Assessment (Marion Barnes Resource Center)	\$40,000.00	\$23,640.00
Funding will be used to support family connection services. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources. Funding will cover staff salary, fringe benefits and some program materials and supplies.		
Augusta Mini Theatre	\$40,000.00	\$23,520.00
Funding will be used to support the Artistic Instruction program to include piano, dance, and drama for low income youths and senior citizens. Augusta Mini Theatre reaches low to moderate low-income children and youth starting at age 6 and also to senior citizens. Funding will assist with the salaries for instructors.		
Augusta Partnership for Children	\$50,000.00	\$24,300.00
The purpose of the Family Self-Sufficiency Initiative is to enhance the quality of life of at least 50 participants, with children, from low socioeconomic backgrounds allowing them to become economically stable. Participants will reflect on their life experiences and those experiences to create a plan for achieving not just a better life, but the life they desire. Participants will have access to resources to build self-efficacy and support the growth and development of their children. As they accomplish these milestones, they will be encouraged to develop relationships with their peers and people throughout the community who will support them along the way to economic stability. This will be achieved through Getting Ahead Curriculum Training, Lunch & Learn Sessions, and Mentoring.		
CSRA Business League – Youth Entrepreneur program	\$11,000.00	\$4,600.00
The Youth Entrepreneur program will target low and moderate-income youth in the Laney - Walker and Bethlehem Community, who have the desire and mental attitude to become business owners. The Youth Entrepreneur Program will focus on enhancing the quality of life of those students participating in the program by developing the skills needed to become successful in their endeavors, while either in the program or later in their chosen vocations.		
CSRA Business League – Business Development	\$40,000.00	\$16,720.00
Funding will be used to support business development activities for low and moderate-income business owners. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources. Funding will cover staff salary, fringe benefits and some program materials and supplies.		

MACH Academy	\$40,000.00	\$23,250.00
Stimulation for Your Mind and Body – will provide academic intervention, STEM sessions, technology, recreation and pro-social enrichment in a safe and positive environment. The funding supports cost related to projects that provides afterschool and summer camp through education that include mentoring, tutoring, academic support services, intervention, technology, recreation and pre-social enrichment in a safe and positive environment and tennis instructions. This project's funding will support Materials/Supplies, Insurance Bonding, Audit, Contract Staff.		
The Salvation Army - Augusta Area Command	\$40,000.00	\$23,921.00
The funding will be used to support cost of agency's Center of Hope Job Skills – Provide life skills, employment training program, 3 months free. Funding will cover a portion of program supplies, salaries, utilities and training materials		
JAMP – Youth Music Education Program	\$25,000.00	\$13,500.00
Funding will be used to support youth musical training program for low and moderate-income residents. This grant will cover administrative and management activities. Funding will cover staff salary, fringe benefits and some program materials and supplies. Funding will be used to support family connection services. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources. Funding will cover staff salary, fringe benefits and some program materials and supplies.		
Project Life	\$40,000.00	\$21,840.00
The program will benefit individuals and families of low and moderate income with clothing, shoes, hygiene, diapers, and food. We will provide services to help those seeking employment with resources to advance their goals. Our team will assist patrons in finding employment and prepare them for hire. This entails assistance with job applications, resume writing, interview preparation, and interview attire. We seek to help patrons obtain their GED, provide hot meals and secure employment for our patrons.		
Goodwill Industries	\$40,000.00	\$23,250.00
Goodwill's Career Services will provide mobile community-based career services within the community at locations outside of Job Connection Career Centers including: Job readiness training, Job leads, Hiring events, Resume preparation, Interviewing skills, Financial literacy training, Soft skills training and more.		
Kids ReStart	\$40,000.00	\$22,480.00
Supports Family reunification services including but not limited to: Supervised Visitation Services - This allows the family to continue their family bond while a child is in foster care. Visitations are court ordered, scheduled weekly and monitored by trained Kids Restart staff. Hands on parent coaching is provided to the family if issues arise during the visitation time. An additional important service is Support Groups to provide a supportive community for the families that are referred to the Family Support program, as well as Parenting Classes where Staff will provide Parent Education either during home visits or at the Kids Restart center to the family that was referred by DFCS or the Juvenile Court.		
Project Refresh	\$40,000.00	\$22,080.00
Will provide showers via a mobile shower unit to those experiencing homelessness or housing insecurity in Augusta GA. Partners with other local nonprofits to provide services alongside other organizations meeting a separate need of our demographic, i.e., 2nd Saturday of each month, PR provides showers outside of The Master's Table Soup Kitchen. Services are delivered via an 18ft		

enclosed trailer that houses two stalls, one of which is handicap accessible. Each of these stalls is outfitted with a shower, a toilet, and a sink.

Community Development Block Grant – Special Purpose

CSRA EOA – Sibley Street Permanent Supportive Housing (Support Services)	\$40,000.00	\$23,760.00
Permanent Supportive Housing provides onsite resident services and Shelter Plus Care services to up to 7 Homeless families who reside at Sibley Street residences. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources.		

Community Development Block Grant – Housing Development Programs

HCD's Housing Rehabilitation	\$941,489.00
Provide minor home improvements for income-eligible homeowners to correct health and safety concerns and/or interior deteriorations to meet minimum Housing Quality Standards (HQS) and local Code Compliance.	
Activity Delivery Costs	\$130,000.00
Allocation for City of Augusta (HCD) staffing costs related to the delivery of housing rehabilitation activities in this Action Plan.	

Community Development Block Grant – Economic Development Programs

CDBG Public Facility Project	\$100,000.00
The funding will assist new and existing non-profits with enhancements to their physical space for service delivery improvement.	

Community Development Block Grant – Planning and Grants Administration

Planning and Entitlements Grants Administration	\$335,927.00
The funds are used for the general administration of the Augusta Housing & Community Development Departments of the CDBG Program.	
Fair Housing	\$20,000.00
This funding will be used for educational outreach activities to educate the public about Fair Housing Law and rights of citizens. Fair Housing outreach materials will continue to be disseminated to different entities such as housing counseling agencies throughout the city. Additional funding has been allocated in the FY18 Proposed Allocation Budget to cover the City of Augusta's anticipated costs on the HUD mandated Affirmatively Furthering Fair Housing study that must be completed in advance of the City's next Consolidated Plan submission.	

HOME Investment Partnership

Housing Redevelopment Initiative	\$869,187.00
The funding will be used to support costs related to acquisition, clearance demolition and construction of affordable housing in low income neighborhoods.	
CHDO: Projects	\$173,837.00
The funds are reserved for capacity-building and project development by CHDOs involved in affordable housing development projects. This amount represents a 15% set-aside of HOME funds.	
HOME Administration	\$115,891.00
These funds will be used to pay for general administration of HOME Program.	

Emergency Solutions Grant – Rapid Rehousing and Homelessness Prevention

SAFEHOMES Domestic Violence – Rapid Rehousing	\$25,000.00
Funding will be used for the provision of Rapid Rehousing services to victims of Domestic Violence, both referred through the community's Homeless Resource Center, through law enforcement and self-referral. Program funding will cover case management, supplies, rental and utilities assistance.	
Augusta, GA (HCD) Rapid Rehousing	\$65,108.00
Funding will be used for the provision of Rapid Rehousing services to residents of Augusta experiencing homelessness referred through the community's Homeless Resource Center. Program funding will cover case management, supplies, rental and utilities assistance.	

Emergency Solutions Grant – Emergency Shelter Operations

Salvation Army Augusta Area Command	\$25,000.00
Funds will be used to provide Emergency Shelter for individuals and families experiencing homelessness in Augusta, GA. The program funding will assist with operating costs and essential services associated with providing this emergency shelter service.	
SAFEHOMES Domestic Violence Shelter	\$25,000.00
Funding will be used to provide Emergency Shelter/safe haven for women – victim of domestic violence. The program funding will assist with operating costs and essential services associated with providing this emergency shelter service.	
ESG Administration	\$11,373.00
This funding will be used by AHCDD to administer the ESG program.	

Housing Opportunities for Persons with AIDS

Antioch Ministries, Inc.	\$200,000.00
Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.	
Angelic Community Resource Development	\$100,000.00
Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.	
East Augusta CDC	\$200,000.00
Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.	
Economic Opportunity Authority	\$171,874.00
Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.	
Promise Land CDC	\$200,000.00
Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.	
HOPWA HOUSING	\$103,130.20
Funding to acquire one single family unit to be used for rental to HOPWA eligible household.	
Administration	\$30,154.80
Funding to be used by AHCCD to administer the HOPWA Program.	

2023 One Year Action Plan - Program Allocations Summary		
Community Development Block Grant - Public Service Budget		
Augusta Mini Theatre Youth Arts Education Program	\$23,520.00	
Augusta Partnership for Children	\$24,300.00	
CSRA EOA, Inc. Permanent Supportive Housing	\$23,760.00	
CSRA EOA, Inc. Centralized Intake and Assessment	\$23,640.00	
CSRA Business League - Youth Entrepreneurship Training	\$4,600.00	
CSRA Business League - Small Business Development Program	\$16,720.00	
Goodwill Industries - Job Training	\$22,480.00	
JAMP - Youth Music Education Program	\$13,500.00	
Kids Restart	\$14,900.00	
Salvation Army - Job Skills Training Program	\$23,921.00	
MACH Academy - Computer Coding Program	\$23,250.00	
Project Life - Job and Life Skills Training	\$21,840.00	
Project Refresh	\$22,080.00	
Total Proposed funding for Poverty Reduction Programs		\$258,511.00
Community Development Block Grant - Public Service Budget		
Community Development Block Grant -Housing Development Programs		
Homeowner Housing Rehabilitation	\$941,489.00	
Activity Delivery Costs	\$123,712.00	
Total Proposed Funding for Housing Development Programs		\$1,065,201
Community Development Block Grant -Community Development Programs		
CDBG Public Facility	\$100,000.00	
Total Proposed Funding for Economic Development Activities		\$100,000
Community Development Block Grant - Planning & Grants Administration (20% cap)		
Planning & Entitlement Grants Administration	\$ 335,927.00	
Fair Housing	\$ 20,000.00	
Total Proposed Funding for Planning & Grants Administration		\$ 355,927.00
Total CDBG Funding Proposed for Program Activities		\$ 1,779,639.00
HOME Investment Partnership Grant - Program Administration (10% cap)		
Housing Redevelopment Initiative	\$ 869,187.00	
Community Housing Development Organization - CHDO Set Aside	\$ 173,837.00	
Total Proposed Funding for Housing Development		\$1,043,024
HOME Investment Partnership Grant - Program Administration (10% cap)		
HOME Program Administration	\$ 115,891.00	
Total Proposed Funding for Planning & Grants Administration		\$115,891
Total HOME Funding Proposed for Housing Development		\$1,158,915

Emergency Solutions Grant - Rapid Rehousing and Homelessness Prevention		
SAFEHOMES - Rapid Rehousing	\$ 25,000.00	
Augusta HCD - Rapid Rehousing	\$ 65,108.00	
Total Rapid Rehousing and Homeless Prevention		\$90,108
Emergency Solutions Grant - Shelter Operations		
SAFEHOMES - Emergency Shelter	\$ 25,000.00	
Salvation Army - Augusta Area Command	\$ 25,000.00	
Total Street Outreach/Shelter Operations	\$	50,000.00
Emergency Solutions Grant - Program Administration (7.5% cap)		
HESG Administration	\$ 11,373.00	
Total Proposed Funding for HESG Admin		\$11,373
Total HESG Funding Proposed for Homeless Services		\$151,481
Housing Opportunities for Persons with AIDS Grant - Program Activities		
Anitoch Ministries	\$ 200,000.00	
Angelic Community Resource Development	\$ 100,000.00	
East Augusta CDC	\$ 200,000.00	
CSRA EOA, Inc.	\$ 171,874.00	
Promise Land CDC	\$ 200,000.00	
HOPWA Housing	\$ 103,131.00	
Total HOPWA Proposed for Program Activities		\$975,005
Housing Opportunities for Persons with AIDS Grant - Program Administration (3% cap)		
HOPWA Program Administration	\$ 30,154.00	
Total Proposed Funding for HOPWA Admin	\$	30,154.00
Total HOPWA Funding Proposed for Housing and Services		\$1,005,159
TOTAL PROPOSED 2023 ONE YEAR ACTION PLAN BUDGET		\$4,095,194



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_ MOU in partnership with the American Heart Association (AHA) and Augusta Locally Grown (ALG) to continue the Farmer's Market in the Laney Walker/Bethlehem area approval request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area.
Background:	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

Partnership Responsibilities:

Housing and Community Development will:

- HCD to provide a secure location for farmer's market setup.
- HCD to provide learning opportunities in conjunction with The American Heart Association and Augusta Locally Grown for patrons, residents, and local business owners.
- HCD to foster partnerships through their resources that would benefit the local residents.
- HCD to provide a total of \$10,000.00 (Ten Thousand Dollars and 00/100) for marketing and entertainment purposes.

The American Heart Association will:

- AHA to promote the market and feature foods offered on social media, in the news media, etc.
- AHA to continue to foster partnerships, create a volunteer network, and seek to secure additional funding which will ensure sustainability of the market's growth.

Augusta Locally Grown will:

- ALG to maintain oversight and manage vendors' market insurance documents

- ALG to offer double SNAP/EBT benefits to customers
- ALG to provide staff support and management service to operate market

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
850 Laney Walker Blvd. Augusta, GA 30901	\$10,000	Special Project

Analysis:

Approval of this request will allow for the Laney Walker Farmers' Market to continue in partnership with HCD, ALG, and AHA.

Financial Impact:

HCD utilizes Laney Walker/Bethlehem Revitalization funding.
Contract Amount: \$10,000

Alternatives:

Deny HCDs Request

Recommendation:

Motion to approve HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area.

Funds are available in the following accounts:

Funding: Bond
GL Code: 297-07-5220-5211119

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

Memorandum of Understanding

Between

Augusta Housing & Community Development

American Heart Association & Augusta Locally Grown

Two Year Agreement

This Memorandum of Understanding (“MOU”) is entered into on the ____ day of _____, 2023 by and between the Augusta, GA, (c/o) Housing and Community Development Department (HCD), and American Heart Association, (AHA) & Augusta Locally Grown, (ALG). American Heart Association (AHA) is an active, innovative organization committed to research and dedication to promote healthy lifestyles and longevity throughout the country and locally within the CSRA. Augusta Locally Grown (ALG) is a local organization that promotes small farms and gardens by making their all-natural, locally grown, sustainably-grown fresh foods available for sale in the Augusta-area community.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating mobile markets to address food insecurity. Housing & Community Development’s primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

Part I. Structure and Purpose of Initiative

The local initiative will be known as the Augusta Locally Grown, American Heart Association, and Augusta (c/o HCD) Initiative. This initiative will provide an alternative access to fresh produce and healthy nutritious food, while helping to eradicate the food desert in the Laney Walker/Bethlehem (LWB) area.

Part II. Partnership Goals

The goal of the Initiative is to partner with AHA and ALG to provide a Farmer’s Market in LWB which will:

- Foster partnerships through Augusta Housing and Community Development’s resources that would benefit the local residents,
- Create an experience with the Laney Walker/Bethlehem Farmer’s Market to provide local opportunities,
- Showcase local food vendors, food trucks, etc., and
- Provide access to fresh and healthy produce.

Part III. Responsibilities of the Parties:

It is understood that HCD, AHA, and ALG 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.

- HCD to provide a secure location for farmer’s market setup.
- HCD to provide learning opportunities in conjunction with The American Heart Association and Augusta Locally Grown for patrons, residents, and local business owners.

- HCD to foster partnerships through their resources that would benefit the local residents.
- HCD to provide a total of \$10,000.00 (Ten Thousand Dollars and 00/100) for marketing and entertainment purposes divided over the two (2) year agreement period.
- AHA to promote the market and feature foods offered on social media, in the news media, etc.
- AHA to continue to foster partnerships, create a volunteer network, and seek to secure additional funding which will ensure sustainability of the market's growth.
- ALG to establish and organize the farmer's market vendors
- ALG to maintain oversight and manage vendors' market insurance documents
- ALG to offer double SNAP/EBT benefits to customers
- ALG to provide staff support and management service to operate market

Part IV. Payment & Fees

HCD agrees to commit a total of \$10,000 for the two (2) years for event activities to include (but not limited to) marketing (i.e. radio, billboards, social media, newspapers), entertainment, etc. as a pledge of support.

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, AHA, and ALG 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, AHA, and ALG 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 hereto have caused this Memorandum of Understanding to be executed on the day and year below.

ATTEST: American Heart Association

ATTEST: Augusta Locally Grown

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.
As Director, HCD

Date: _____

Approved as to Form by: _____ Date: _____

SEAL

Lena Bonner
As its Clerk of Commission

American Heart Association

By: _____

Date: _____

Name: _____

Title: _____

Augusta Locally Grown

By: _____

Date: _____

Name: _____

Title: _____



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_ Sand Hills Urban Development HOME Funding Request

Department:	<u>HCD</u>
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for low to moderate income family.
Background:	<p>Housing and Community Development and Sand Hills Urban Development has been working together to promote affordable housing through partnership where SHUD has already constructed eight single family units in South Augusta and three in the Sand Hills area. Sand Hills is requesting that HCD assist in furthering affordable housing through continual partnership of providing HOME funds for the construction of one additional unit. SHUD has acquired Capital Rise as a development partner that brings 50% of construction to all development deals.</p> <p>Sand Hills Urban Development is requesting:</p> <ul style="list-style-type: none"> • <u>2812 Hackle Street</u>, Augusta, GA 30909: Total Construction Cost: \$196,444.00 Total Request \$98,222.00 <p>The funding request is to assist with the cost associated with the construction of a single family unit.</p>
Analysis:	The approval of funding will allow SHUD to construct one (1) single-family unit to be sold to an eligible low income homebuyer.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 98,222.00 to assist in construction cost of a single family units.
Alternatives:	Do not approve HCD's Request.

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for low to moderate income family.

Item 5.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.
HOME Funds: 22107 3212

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 98,222.00**Ninety-Eight Thousand Two Hundred Twenty-Two Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2812 Hackle Street – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of _____, 2023 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Sand Hills Urban Development, Inc. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills Urban Development, Inc. for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Sand Hills has been selected and approved to partner with Capital Rise Construction as development partners to assist in the development of the Hackle Street unit. Sand Hills serves as a developer receiving CHDO set aside funding;

WHEREAS, Sand Hills Urban Development, Inc. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 98,222.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Sand Hills Urban Development, Inc. agrees to utilize approved HOME funds to support project related costs associated with property located at 2812 Hackle Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will serve as a developer and provide CHDO activities*
- iii. Will participate in bi-weekly construction meetings.*

- iv. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- v. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, SHUD must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Sand Hills Urban Development, Inc. for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **92,222.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1) single family unit at 2812 Hackle Street in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 2812 Hackle Street, Augusta, Georgia 30909

b. Soft Cost (Site Work)

- C. An amount not to exceed \$ **6,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for site work to prepare the site for development only

Initial: _____

D. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development, Inc. shall conduct project development activities and related services in its project area known as Hill Terrace that incorporates the following boundaries: Wrightsboro Road on the North, Bobby Jones Expressway to the West, Washington Road on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

E. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills Urban Development, Inc. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Sand Hills Urban Development, Inc. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

SHUD will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Sand Hills Urban Development, Inc. will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Sand Hills Urban Development, Inc. will carry out this project with implementation oversight provided by HCD. Sand Hills Urban Development, Inc. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$98,222.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Sand Hills Urban Development, Inc. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Sand Hills Urban Development, Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Sand Hills Urban Development, Inc. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$98,222.00 of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 98,222.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 2812 Hackle Street sales for \$195,000; SHUD retains \$48,750.00 (25%) and pays HCD \$ 49,472.00)

Initial: _____

C. Timetable for Completion of Project Activities

Sand Hills Urban Development, Inc. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills Urban Development, Inc. will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Sand Hills Urban Development, Inc. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than **\$ 119,250.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. It is also understood by both parties to this contract that the funding provided under this contract for this

specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Sand Hills Urban Development, Inc.

2. Sand Hills Urban Development, Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 92,222.00	
Construction Contingency	6,000.00	
TOTAL HOME PROJECT COST:	\$ 98,222.00	<i>Initial: _____</i>

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Sand Hills Urban Development, Inc. (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Sand Hills Urban Development, Inc. or any contractor/subcontractor hereunder. All payments to Sand Hills Urban Development, Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Sand Hills Urban Development, Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills Urban Development, Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Sand Hills Urban Development, Inc. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Sand Hills Urban Development, Inc. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Sand Hills Urban Development, Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Sand Hills shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]

- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Sand Hills shall maintain records that document all clients served with HOME funds. In addition, Sand Hills shall document each client's race, family size, annual household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Sand Hills, shall provide the information and verification described above.

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings

involving the records have been resolved.

- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

- d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Sand Hills Urban Development, Inc.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Sand Hills Urban Development, Inc. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Sand Hills Urban Development, Inc.. In such instances, Sand Hills Urban Development, Inc. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Sand Hills Urban Development, Inc..
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Sand Hills Urban Development, Inc. agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Sand Hills Urban Development, Inc. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Sand Hills Urban Development, Inc. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Sand Hills Urban Development, Inc. if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Sand Hills Urban Development, Inc. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Sand Hills Urban Development, Inc. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as

determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Sand Hills Urban Development, Inc. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Sand Hills Urban Development, Inc. agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Sand Hills Urban Development, Inc. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Sand Hills Urban Development, Inc. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Sand Hills Urban Development, Inc. will in all solicitations or advertisements for

employees placed by or on behalf of Sand Hills Urban Development, Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Sand Hills Urban Development, Inc. agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Sand Hills Urban Development, Inc. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Sand Hills Urban Development, Inc. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Sand Hills Urban Development, Inc. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Sand Hills Urban Development, Inc. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Sand Hills Urban Development, Inc. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Sand Hills Urban Development, Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Sand Hills Urban Development, Inc. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Sand Hills Urban Development, Inc. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Sand Hills Urban Development, Inc. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Sand Hills Urban Development, Inc. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Sand Hills Urban Development, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Sand Hills Urban Development, Inc. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sand Hills Urban Development, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Sand

Hills Urban Development, Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Sand Hills Urban Development, Inc. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Sand Hills Urban Development, Inc. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Sand Hills Urban Development, Inc. will not discriminate against any person applying for shelter on the basis of religion. Sand Hills Urban Development, Inc. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Sand Hills Urban Development, Inc. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Sand Hills Urban Development, Inc. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Sand Hills Urban Development, Inc. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the

timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Sand Hills Urban Development, Inc. cures any breach of the contract. If Sand Hills Urban Development, Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

- B. Notwithstanding the above, Sand Hills Urban Development, Inc. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Sand Hills Urban Development, Inc. for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Sand Hills Urban Development, Inc. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Sand Hills Urban Development, Inc. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Sand Hills Urban Development, Inc. will receive all notices at the address indicated below:

Sand Hills U Sand Hills Urban Development, Inc.
3062 Damascus Road, Suite 10
Augusta, Georgia 30909

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Sand Hills Urban Development, Inc. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Sand Hills Urban Development, Inc. specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Sand Hills Urban Development, Inc. shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Sand Hills Urban Development, Inc. shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Sand Hills Urban Development, Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. SHUD shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Sand Hills Urban Development, Inc. shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Sand Hills Urban Development, Inc. hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Sand Hills Urban Development, Inc. beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Sand Hills Urban Development, Inc. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Sand Hills Urban Development, Inc. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Sand Hills Urban Development, Inc. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$98,222.00** in Year 2023 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or

negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Sand Hills Urban Development, Inc. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Sand Hills Urban Development, Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Sand Hills Urban Development, Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Sand Hills Urban Development, Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Sand Hills Urban Development, Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

SAND HILLS URBAN DEVELOPMENT, INC. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_ Antioch Ministries, Inc. HOME Funding Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc. to develop a single family unit for a low to moderate income homebuyer.
Background:	<p>Housing and Community Development and Antioch Ministries, Inc. has been working together to promote affordable housing through partnership where AMI has already constructed more than ten single family units in the Holley Street area. Antioch Ministries, Inc, is requesting that HCD assist in furthering affordable housing through continual partnership of providing HOME funds for the construction of one additional unit.</p> <p>Antioch Ministries is requesting:</p> <ul style="list-style-type: none"> • <u>1224 Holley Street</u>, Augusta, GA 30901: Total Construction Cost: \$228,482.00 Total Request \$228,482.00 <p>The funding request is to assist with the cost associated with the construction of a single</p>
Analysis:	<p>The approval of funding will allow AMI to construct one (1) single-family unit to be sold to an eligible low income homebuyer.</p>
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 228,482.00 to assist in construction cost of a single family units.
Alternatives:	Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc., to develop a single family unit for a low to moderate income family.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.
HOME Funds: 22107 3212

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

ANTIOCH MINISTRIES, INC.

In the amount of

\$ 228,482.00**Two Hundred Twenty-Eight Thousand Four Hundred Eighty-Two Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“1224 Holley Street – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2023 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Antioch Ministries., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*AMT*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Antioch Ministries, Inc., Inc. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Antioch Ministries, Inc., Inc. for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Antioch Ministries, Inc., Inc. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Antioch Ministries, Inc., Inc. has requested, and Augusta has approved a total of \$ 228,482.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Antioch Ministries, Inc., Inc. agrees to utilize approved HOME funds to support project related costs associated with property located at 1224 Holley Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will serve as a developer and provide CHDO activities*
- iii. Will participate in bi-weekly construction meetings.*
- iv. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- v. All projects are to posses the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control

3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
4. If at the time of construction, there is no approved homebuyer, AMI must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Antioch Ministries, Inc., Inc. for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **188,899.00** in a HOME funds shall be expended by Antioch Ministries, Inc., Inc. from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1224 Holley Street in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by AMI. This unit will be constructed by Antioch and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 1224 Holley Street, Augusta, Georgia 30909*

b. Acquisition Cost

An amount not to exceed \$ **28,408.00** in a HOME funds shall be expended by Antioch Ministries, Inc., Inc. from Year 2023 HOME Program funds for the acquisition of 1225 Holley Street. An appraisal will be submitted at the time of request.

c. Soft Cost

An amount not to exceed \$ **11,175.00** in a HOME funds shall be expended by Antioch Ministries, Inc., Inc. from Year 2023 HOME Program funds for soft cost associated with the construction of unit.

Initial: _____

C. Program Location and Specific Goals to be Achieved

D. AMI shall conduct project development activities and related services in its project area (also known as the Florence Street Community) that incorporates the following boundaries: Holley Street on the West; 12th Street on the East; Wrightsboro Road on the South; and Laney Walker Boulevard on the North and its designated geographic boundaries approved by AHCD.

E. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Antioch Ministries, Inc., Inc. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Antioch Ministries, Inc., Inc. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. AMI will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Antioch Ministries, Inc., Inc. will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Antioch Ministries, Inc., Inc. will carry out this project with implementation oversight provided by HCD. Antioch Ministries, Inc., Inc. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Antioch Ministries, Inc., Inc., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$228,482.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Antioch Ministries, Inc., Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Antioch Ministries, Inc., Inc. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Antioch Ministries, Inc., Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Antioch Ministries, Inc., Inc. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$98,222.00 of this single project and seeks to provide Antioch Ministries, Inc., Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 98,222.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow AMI to retain 25% of sales proceeds to further future HOME development. (Example: 1224 Holley Street sales for \$ 188,899.00; AMI retains \$47,225.00 (25%) and pays HCD \$ 141,674.00)

Initial: _____

C. Timetable for Completion of Project Activities

Antioch Ministries, Inc., Inc. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Antioch Ministries, Inc., Inc. will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Antioch Ministries, Inc., Inc. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Antioch Ministries, Inc., Inc. shall be paid a total consideration of no more than **\$ 228,482.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Antioch Ministries, Inc., Inc. It is also understood by both parties to this contract that the funding provided under this contract for this specific

project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Antioch Ministries, Inc., Inc.

2. Antioch Ministries, Inc., Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 188,899.00
Acquisition Cost	28,408.00
Construction Soft Cost	11,175.00
TOTAL HOME PROJECT COST:	\$ 228,482.00

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Antioch Ministries, Inc., Inc. (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Antioch Ministries, Inc., Inc. or any contractor/subcontractor hereunder. All payments to Antioch Ministries, Inc., Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Antioch Ministries, Inc., Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Antioch Ministries, Inc., Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Antioch Ministries, Inc., Inc. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Antioch Ministries, Inc., Inc. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Antioch Ministries, Inc., Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Antioch Ministries, Inc., Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Antioch control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Antioch.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Antioch.
- E. If Antioch is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Antioch shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review

- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Antioch shall maintain records that document all clients served with HOME funds. In addition, Antioch shall document each client's race, family size, annual household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Antioch, shall provide the information and verification described above.

Antioch shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Antioch with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Antioch shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Antioch shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Antioch shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Antioch shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Antioch’s fiscal year. Antioch is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Antioch shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Antioch’ records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia’s Open Records Act (O.C.G.A. §50-18-70). Antioch agrees to comply with the Open Records Act should a request be submitted to it. Further, Antioch agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Antioch will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Antioch will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Antioch’ board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

- d. Antioch shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Antioch Ministries, Inc., Inc. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Antioch Ministries, Inc., Inc.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Antioch Ministries, Inc., Inc. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Antioch Ministries, Inc. In such instances, Antioch Ministries, Inc., Inc. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Antioch Ministries, Inc.
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Antioch Ministries, Inc., Inc. agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Antioch Ministries, Inc., Inc. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Antioch Ministries, Inc., Inc. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Antioch Ministries, Inc., Inc. if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Antioch Ministries, Inc., Inc. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Antioch Ministries, Inc., Inc. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics

working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Antioch Ministries, Inc., Inc. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Antioch Ministries, Inc., Inc. agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Antioch Ministries, Inc., Inc. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Antioch Ministries, Inc., Inc. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Antioch Ministries, Inc., Inc. will in all solicitations or advertisements for employees

placed by or on behalf of Antioch Ministries, Inc., Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Antioch Ministries, Inc., Inc. agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Antioch Ministries, Inc., Inc. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Antioch Ministries, Inc., Inc. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Antioch Ministries, Inc., Inc. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Antioch Ministries, Inc., Inc. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Antioch Ministries, Inc., Inc. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Antioch Ministries, Inc., Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Antioch Ministries, Inc., Inc. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Antioch Ministries, Inc., Inc. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Antioch Ministries, Inc., Inc. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Antioch Ministries, Inc., Inc. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Antioch Ministries, Inc., Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Antioch Ministries, Inc., Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Antioch Ministries, Inc., Inc. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Antioch Ministries, Inc., Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Antioch Ministries, Inc., Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Antioch Ministries, Inc., Inc. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Antioch Ministries, Inc., Inc. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Antioch Ministries, Inc., Inc. will not discriminate against any person applying for shelter on the basis of religion. Antioch Ministries, Inc., Inc. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Antioch Ministries, Inc., Inc. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Antioch Ministries, Inc., Inc. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Antioch Ministries, Inc., Inc. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Antioch Ministries, Inc., Inc. cures any breach of the contract. If Antioch

Ministries, Inc., Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

- B. Notwithstanding the above, Antioch Ministries, Inc., Inc. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Antioch Ministries, Inc., Inc. for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Antioch Ministries, Inc., Inc. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Antioch Ministries, Inc., Inc. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Antioch Ministries, Inc., Inc. will receive all notices at the address indicated below:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

Antioch Ministries, Inc.
1378 Laney Walker Blvd.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Antioch Ministries, Inc., Inc. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Antioch Ministries, Inc., Inc. specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Antioch Ministries, Inc., Inc. shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Antioch Ministries, Inc., Inc. shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Antioch Ministries, Inc., Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. AMI shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Antioch Ministries, Inc., Inc. shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Antioch Ministries, Inc., Inc. hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of

this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Antioch Ministries, Inc., Inc. beyond the term of this Contract.

ARTICLE XV.

LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI.

ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Antioch Ministries, Inc., Inc.
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Antioch Ministries, Inc., Inc. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Antioch Ministries, Inc., Inc. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Antioch Ministries, Inc., Inc. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$228,482.00** in Year 2023 HOME Investment Partnerships Funds to Antioch Ministries, Inc., Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Antioch Ministries, Inc., Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Antioch Ministries, Inc., Inc. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or

negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Antioch Ministries, Inc., Inc. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Antioch Ministries, Inc., Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Antioch Ministries, Inc., Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Antioch Ministries, Inc., Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Antioch Ministries, Inc., Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

ANTIOCH MINISTRIES, INC., INC. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_ Lead Hazard Reduction Program - RFQ 22-188

Department:

HCD

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

Motion to approve quantity (1) Lead Hazard Reduction Projects. RFQ 22-188

Background:

On November 21, 2019, HUD awarded \$3.3 million, to the State of Georgia as part of the record investment of \$314 million nationwide: to 77 state and local government agencies that will help protect Augusta, Georgia's children and families from lead-based paint and home health hazards.

The Lead-Based Paint Hazard Reduction Program (LBP) grants include \$3,000,000 in LBP funding and \$300,000 in HUD's Healthy Homes Supplemental funding. The LBP grants include \$30 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.

Address: 1114 Miller St. August Ga. 30901, Contractor: Clean & Green, Budget: \$29,000, Project Type: Lead Hazard Reduction

Lead Hazard Reduction

This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the unit meets the minimum program requirements. These requirements include, but are not limited to: the unit must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard activity; and registered with the **Georgia Department of the Environment Lead Poisoning Prevention Program**.

Analysis:

Commission approved the pre-qualified vendors to participate in the program as RFQ 22-188. 2 vendors were pre-qualified. Only one bid was received for the 1114 Miller St. property. Approval of this request will allow the homeowner to participate in the City of Augusta Lead Safe Housing Initiative.

Financial Impact:

Augusta, Georgia receives funding from HUD annually.

Alternatives: Deny HCD's Request

Recommendation: Motion to approve HCD's request to address lead hazards. Quantity (1) Lead Hazard Rehabilitation Project.

Funds are available in the following accounts: Lead Grant: Total Amount Requested: \$29,000
221073227- 5211120 Contractional Services

REVIEWED AND
APPROVED BY: Procurement
Finance
Law
Administrator
Clerk of Commission

AHCDD Form 508
(Rev. 05/04)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
REPAIR PROJECT**

Date:

3/20/2022

This agreement is between (Contractor):

**Clean and Green Environmental Property Solutions Group Inc.
3245 Peachtree Pkwy, Suite D-468
Suwanee, GA 30024**

**And: Augusta Housing & Community Development Department
510 Fenwick St.
Augusta, Georgia 30901**

**Project : Augusta Homeowner
1114 Miller St.
Augusta Ga, 30901**

Project # Lead Hazard Reduction

The Contractor agrees to furnish all labor and materials to complete in good, workmanlike manner repairs to the property shown above, for the total sum of **TWENTY NINE THOUSAND DOLLARS - \$29,000.00.** All work will be accomplished in accordance with the attached Work Write-Up, and Housing and Urban Development Lead Hazard and Healthy Homes Guidelines.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **10** working days of the date of this contract.

The undersigned, having reviewed and understood this contract, agrees to the terms as specified above and in the attached contract documents.

**Hawthorne Welcher, Director
Housing & Community
Development Department**

Contractor, Clean and Green

Witness: _____

SWORN TO AND SUBSCRIBED BEFORE ME, THIS

_____ DAY OF _____, 20____.

Notary Public, State of Georgia

(SEAL)

AHCDD Form 508
(Rev. 05/04)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
REPAIR PROJECT**

Date:

3/20/2022

Approved as to Form:

By: _____
Takiyah A Douse
As its Interim Administrator

Date: _____

By _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date _____



Housing and Community Development Department

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

January 11, 2023

INVITATION TO BID, DELIVERED VIA EMAIL AND MAIL

Re: Lead Hazard Remediation

To Whom It May Concern,

The Augusta Housing and Community Development Department (HCD) is seeking bids for the following (4) addresses, a walk through will be held on 1/20/2023 beginning at **9:30am** at **1317 Holden St. Augusta GA 30901**. We will move to the following addresses below:

1. **1317 Holden St. Augusta, GA 30904**
2. **1114 Miller St. Augusta, GA 30901**
3. **1313 Emmett St. Augusta Ga 30901**
4. **1651 Douglas St. Augusta, Ga 30904**

Please submit all bids to the address: by email or 510 Fenwick St Augusta, Ga 30901 on 1/25/2023 by 12:00 pm

Housing and Community Development Department
Attn: Lead Hazard Reduction Program
510 Fenwick Street
Augusta, GA. 30901

If you have any questions or need additional information, please feel free to call me at **706-726-6828** or Lead Hazard Environmental Control Specialist, at **706-564-8726**.

Regards,


Darrell Grant
Supervising Manager

Housing and Community Development
510 Fenwick Street, Augusta, GA 30901
(706) 821-1797 – Fax (706) 821-1784
www.augustaga.gov



Time: 11:00 AM

	PROJECT: 1114 MILLER ST KANTRESE RUFFIN			
CONTRACTOR				
National Environmental Solutions Inc.	NO SHOW			
Clean & Green	\$29,000			
<i>Upper Bid Limit</i>	\$31,895			
AHCDD Estimate	\$28,995			
<i>Lower Bid Limit</i>	\$26,095			
NOTES:	¹ Bid is outside acceptable range.			
	² Excessive bid errors.			
	³ Already awarded maximum number of projects.			

 RFQ Opening - RFQ Item #22-188 Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development Date: Wednesday, April 20, 2022 @ 11:00 a.m.						
Total Number Specifications Mailed Out: 23 Total Number Specifications Download (Demandstar): 4 Total Electronic Notifications (Demandstar): 123 Georgia Procurement Registry: 208 Total packages submitted: 6 Total Noncompliant: 0						
VENDORS	* Pre-Qualified Areas	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
G & P Construction, Hauling and Environmental, LLC 317 Reynold Street Augusta, SC 30901	2	Yes	877166	Yes	Yes	Yes
Clean And Green Environmental 3245 Peachtree Pkwy. Suite D-468 Suwanee, GA 30024	1, 2, 3 and 4	Yes	1817653	Yes	Yes	Yes
GLE Associates, Inc. 1100 Spring Street NW Suite 820 Atlanta, GA 30309	4	Yes	267171	Yes	Yes	Yes
Blounts Complete Home Services, Inc. 2907C Tobacco Rd Hephzibah, GA 30815	2	Yes	209640	Yes	Yes	Yes
National Environmental Solutions Inc. PO Box 220 Santee, GA 30571	1, 2, 3, and 4	Yes	1367349	Yes	Yes	Yes
Enviro Masters Inc. 2790 US-27 Carrollton, GA 30117	No Response Submittal					
*Pre-Qualified Lead Service Areas: 1 - Certified Lead Abate Contractor 2 - Certified Lead RRP Contractor 3 - Certified Lead Inspector/Risk Assessor 4 - Clearance Inspector						



Administrative Services Committee

April 11, 2023

Charles B. Webster Detention Center – Change Order for Shower Replacement

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve a change order of purchase order (440254) for the additional coating of shower door frames at Charles B. Webster Detention Center - A, B, C and E Pods in the amount of \$21,600.00 to Tri Solutions, Inc.
Background:	<p>The original scope of work for PO 440254 included the removal of the existing shower floors and wall materials, and the application of new Epoxy on the previously mentioned areas.</p> <p>A second, independent, project was scheduled for the replacement of shower doors, partitions, and frames. The scope related to the second project was modified. Due to this change the door frames would require to the application of Epoxy, therefore it is being included as part of PO 440254.</p>
Analysis:	Tri Solutions Inc. will remove the existing shower flooring and base material and proceed with the application of new Epoxy on shower walls, floors, and shower door frames at the Charles B. Webster Detention Center.
Financial Impact:	<p>Original Purchase Order Amount: \$265,160.00</p> <p>Revised Purchase order Amount: \$286,760.00</p> <p>\$21,600.00</p> <p>329-05-1120 / 54.13120</p> <p>222-05-9622 / 54.13120</p>
Alternatives:	A – Approve the request; B – Do not approve the request
Recommendation:	Approve a change order of purchase order (440254) for the additional coating of the shower door frames at Charles B. Webster Detention Center A, B, C and E Pods in the amount of \$21,600.00.
Funds are available in the following accounts:	<p>\$21,600.00</p> <p>329-05-1120 / 54.13120</p> <p>222-05-9622 / 54.13120</p>

AUGUSTA-RICHMOND COUNTY GEORGIA

DEPARTMENT NAME Central Services Department
 DEPARTMENT NUMBER Account Number Below
 DEPARTMENT HEAD 

PURCHASING DEPARTMENT
 REQUISITION

REQUISITION
 REQUISITION DATE 3/1/2023
 PURCHASE ORDER NUMBER
 PURCHASE ORDER DATE

ITEM NO	DESCRIPTION	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
		VENDOR PHONE NUMBER	QUOTED BY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Change Order #1 to Purchase Order (440254)	1			21,600.00		
2	Due to the additional coating to the shower door						
3	frames at Charles B. Webster Detentions Center						
4							
5							
6	329051120/5413120						
7	222059622/5413120						
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
TOTAL BID				\$21,600.00			
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera Rivera, Deputy Director

Central Services Department
2760 Peach Orchard Rd.
Augusta GA 30906
Phone: (706) 821-7174

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
DATE: March 1, 2023
SUBJECT: Change Order Request

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order P440254 amended.

Purchase order P440254 needs to be amended in the amount of \$21,600.00 due to the addition coating to the shower door frames at Charles B. Webster Detention Center A, B, C, and E Pods.

- Original Purchase Order Amount \$265,160.00
- Revised Purchase Order Amount \$286,760.00

Your assistance would be greatly appreciated.

Attachments: Purchase Order P440254
Propose Change Order – Tri Solutions

Cc: Ron Lampkin
Maria Rivera Rivera

PURCHASE ORDER

AUGUSTA, GEORGIA
 SUITE 808, PROCUREMENT DEPARTMENT
 835 TELFAIR STREET, MUNICIPAL BUILDING 1000
 AUGUSTA, GEORGIA 30801-2377
 PHONE: (706) 821-2422

Page 1 of 1

DATE 10/06/22	DEPARTMENT 051120	VENDOR PHONE # (803) 528-3454 ext:	PURCHASE ORDER NO. P440254
VENDOR # 25569	E-VERIFY# 1371892	EMAIL JOHNU@TILERESTORATIONINC.COM	REQUISITION/QUOTE NO. R366735
VENDOR TRI SOLUTIONS INC. 712 SUMMIT AVE KINSTON, NC 28501			PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES. SHIPPING PAPERS, AND PACKAGES.

ATTN:
BID NUMBER:

CONTRACT #:
BUYER:

SHIP TO:
CENTRAL SERVICES ADMIN
2760 PEACH ORCHARD RD.
BUILDING A
AUGUSTA, GA 30906

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
835 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30801-2379
(706) 821-2336

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO
ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
APPROVED BY AUGUSTA, GA COMMISSION, 9/6/2022, ITEMS #23.						
0001	1			LABOR & MATERIALS FOR SOYSTEP EPOXY FLOORING & WALLS INSTALLATION IN A, B, C. & E POD SHOWERS (TOTAL OF 51 SHOWERS) 329-05-1120/54-13120	265,160.00	265,160.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 265,160.00

APPROVED FOR ISSUE

G.A. Smith
 PROCUREMENT DIRECTOR

VENDOR COPY



Corporate Office: 712 Summit Ave, Kinston, NC 28501
 South Carolina Office: 7001 St Andrews Road, #370, Columbia, SC 29212
 Phone: 1-866-327-4600 Fax: 1-252-376-1452

Maria Rivera-Rivera Augusta-Richmond County 2760 Peach Orchard Rd Augusta SC 30906	Phone: 706-821-1629 Fax: Email: MRivera-Rivera@augustaga.gov	Date: 02/08/2023 Rep: John Upchurch Cell: 803-528-3454 Email: johnu@tilerestorationinc.com
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Quote for - Augusta-Richmond County WDC Pods A, B, C & E Shower Door Frames

Units	Process	Description of Area	Price Per Unit	Price
1	180 ChromaGLAZE	Labor and Material for Installation of SaniGLAZE ChromaGLAZE Tinted Coating on Shower Door Frames in: Pod A Blocks A, B, C, D, E, F Pod B Blocks A, B, C, D, E, F Pod C Blocks A, B, C, D, E, F Pod E Blocks A, B, C, D, E Pricing Includes: -Prep to Shower Door Frames -Application of SaniGLAZE Primer -Application of ChromaGLAZE Tinted Sealer	\$21,600.00	\$21,600.00

****Pricing Based on Completing all the Door Frames during the Same Mobilizations as the SoySTEP Installation****

*****Excludes Floor Protection*****

*****Excludes Temporary barriers or Barricades*****

50% of Proposal Due Before Work is Scheduled

Deposit Due:
Sales and Use Tax: \$0.00

Terms: Net 20 Days

Total: \$21,600.00

A fee of 3% will be added for all all Credit Card transactions

Please Remit All Contracts, PO's and Payments To:
 TRI Solutions, Inc. 712 Summit Avenue, Kinston, NC 28501

By signing this proposal; I acknowledge that I have read and accepted the terms and conditions contained herein.

Name _____ DATE _____

Proposal Valid for 30 Days Delivery to Job and Installation is included.

You have three (3) days from the date of our agreement to cancel this order.

If you wish to cancel after the 3 days you will be responsible to pay some or all of the total price.

Materials are specific to each job application. A deposit is required prior to the scheduling of each project.

Standard warranty offers a full (1) year warranty on materials and labor from date of purchase according to Terms and Conditions. Warranty will provide replacement of material and needed labor in the event that TRI Solutions Inc materials prove defective and provided materials are installed in strict compliance by Certified TRI Solutions Inc installation technicians. Samples are only representative of what will be installed in your project. Improperly cured or prepared sub floor

which is specified in your new construction along with the sub floor being level, structurally sound, free of residual solvent(s), moisture free and fully cured is the responsibility of the General Contractor, Construction Company or the Project Superintendent. All services guaranteed as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from this proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Evidence of Insurance will be provided upon request. Any special requirements or endorsements may incur additional charges. We do not waive any rights of subjugation against contractor or owner for any loss covered by insurance of any type. Notwithstanding the foregoing, in no event will TRI Solutions Inc be responsible for damages due to delays beyond TRI Solutions Inc reasonable control.

TRI Solutions Inc warrants and guarantees that all Materials and equipment furnished shall be new unless otherwise specified, and that all Work will be of the specified quality, free from faults or defects in Materials or workmanship, and in accordance with requirements.

All TRI Solutions Inc services require a minimum of 72 of cure time before they can be exposed to moisture. If this timeline is not adhered to the customer takes full responsibility for any damage or performance issues that may result. Epoxies chalk and yellow with age, extended exposure to UV and artificial lighting. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause amine blush, possibly affecting adhesion of subsequent topcoats.

TRI Solutions Inc will take all precaution to protect adjoining flooring, walls, materials etcetera from exposure to water and/or chemicals. Any damage that may occur from contact from water and/or chemical is not the responsibility of TRI Solutions Inc. or its staff.

TRI Solutions Inc marketing will send periodic email communication informing you of various service offerings. At any time you wish to stop receiving this information you may opt out from within the email received or contact our office.

I hereby give Tile Solutions Inc. authorization to do the work specified and payment will be made as outlined above.

Suspending Services for Non Payment. If the client, other than as allowed by the Contract or other than due to the fault of TRI Solutions Inc, fails to pay TRI Solutions Inc undisputed amounts due within thirty (30) days after the time that such amounts are due to be paid, TRI Solutions Inc may, upon seven (7) additional days' written notice to the client, stop the Work until payment of such undisputed amount is paid. The Contract Time and Contract Sum shall be extended appropriately to reflect TRI Solutions Inc reasonable costs of shut-down, delay, and start-up.

Standard of Care. It is agreed that TRI Solutions Inc expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether TRI Solutions Inc performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care")

Limitation of Damages. Neither party shall be liable to the other party for lost revenues, lost profits or other incidental, indirect, special, consequential, or exemplary damages in connection with this Agreement or performance here-under, whether or not a party has been advised by the other party of the probability of such damage or loss, whether such damage or loss arises in contract, tort, including negligence, strict liability or otherwise. The Contractor, Owner, or End users sole remedy under this Agreement for any Products, Services, or Labor that fail to conform to the applicable Specifications or otherwise for TRI Solutions breach of this Agreement shall be the repair or replacement of the Products, Services or a refund of the amount actually paid to TRI Solutions by Contractor, Owner, or End User for specific Product or Services provided. Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of contract disbursed as of the time the dispute arises.

SaniGLAZE Restoration Service are warranted against material defects and workmanship and extends indefinitely as long as the EverGLAZE Program as prescribed is incorporated in the ongoing maintenance. Glazing Compound colors on color chart represent actual Glazing Compound material. Once applied, colors may vary depending on original grout color, porosity, and other factors.

SaniMAX and SaniMAX - C Polymer Coating Provides a 36 Month (3 year) wear warranty. Product is warranted against defects and excessive surface wear (loss of more than 10%) of coating based on the entire area installed. In support of this warranty TRI Solutions Inc will repair or resurface areas at its sole discretion.

Property must remain in the possession of the original customer.

Coating has not been subject to accident, misuse or abuse (i.e. rolling chairs, or equipment on metal castors which grind through system surface.) This warranty does not cover a coating that has been modified, altered, defaced, or had repairs made or attempted by others. TRI Solutions must be immediately notified in writing within ten (10) days of first knowledge of defect by owner or his agent. Under no circumstances shall manufacturer be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of construction defect.



Administrative Services Committee

April 11, 2023

Charles B. Webster Detention Center – Change Order for Locks

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve a change order of purchase order (440253) for monetary deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products Company, Inc.
Background:	<p>The original scope of work for PO 440253 included the removal of current block and cell locks inside pods C and D, and replacement with the Willo Wedge locking system.</p> <p>The scope of work was reviewed by Charles B. Webster Detention Center administration. The scope was modified to replace only the inmate cells. Block locks will remain with the current locking system.</p>
Analysis:	Willo Products Company, Inc. will replace all the inmate cell locks with the Willo Wedge locking system at Charles B. Webster Detention Center - C and D Pods.
Financial Impact:	<p>Original Purchase Order Amount \$534,288.00</p> <p>Revised Purchase Order Amount \$498,293.00</p> <p>-\$35,995.00; 329-05-1120 / 54.13120</p> <p>222-05-9622 / 54.13120</p>
Alternatives:	A – Approve the request; B – Do not approve the request
Recommendation:	Approve a change order of purchase order (440253) for monetary deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products Company, Inc.
Funds are available in the following accounts:	<p>-\$35,995.00; 329-05-1120 / 54.13120</p> <p>222-05-9622 / 54.13120</p>

AUGUSTA-RICHMOND COUNTY GEORGIA

DEPARTMENT NAME Central Services Department

PURCHASING DEPARTMENT

REQUISITION

DEPARTMENT NUMBER Account Number Below

REQUISITION

REQUISITION DATE 3/1/2023

DEPARTMENT HEAD 

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

ITEM NO	DESCRIPTION	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
		VENDOR	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Change Order # 1 Monetary Deduction to Purchase	Willow Products Company,	1				
2	Order # P440253 due to the removal of material and						
3	labor for eighteen (18) units of the Willo Wedge						
4	Locking System at the Webster Detention Center						
5							
6							
7	329051120/5413120						
8	222059622/5413120						
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
TOTAL BID							
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera Rivera, Deputy Director

Central Services Department
2760 Peach Orchard Rd.
Augusta GA 30906
Phone: (706) 821-7174

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
DATE: March 1, 2023
SUBJECT: Change Order Request

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order P440253 amended.

Purchase order P440253 needs to be amended in the amount of (\$35,995.00) due to the removal of material and labor for eighteen (18) units of the Willo Wedge locking system.

- Original Purchase Order Amount \$534,288.00
- Revised Purchase Order Amount \$498,293.00

Your assistance would be greatly appreciated.

Attachments: Purchase Order P440253
Propose Change Order Number One – Willo Products Company Inc.

Cc: Ron Lampkin
Maria Rivera Rivera

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 608, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.

P440253

REQUISITION/QUOTE NO.

R366726

PURCHASE ORDER NUMBER ABOVE
MUST APPEAR ON ALL INVOICES,
SHIPPING PAPERS, AND PACKAGES.

DATE 10/06/22	DEPARTMENT 51120	VENDOR PHONE # (256) 353-7161 ext:
VENDOR # 25532	E-VERIFY # 204528	EMAIL dwood@willoproducts.com
VENDOR WILLO PRODUCTS COMPANY INC. 714 WILLO INDUSTRIAL DRIVE S.E. DECATUR, AL 35601		ATTN: BID NUMBER: CONTRACT #: BUYER:
SHIP TO: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2336 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001				REMOVAL OF THE CURRENT DETENTION LOCKS & SECURITY SYSTEM TO NEW WEDGE LOCKING & SECURITY SYSTEMS ON THE C & D PODS AT THE CHARLES B. WEBSTER DETENTION 329-05-1120/54-13120	534,288.00	534,288.00

APPROVED BY AUGUSTA, GA
COMMISSION, 9/6/2022, ITEM #23

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment: Net 30 or according to contract.

NET TOTAL.....

534,288.00

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

VENDOR COPY



Proposed Change Order Number One

2-14-2023

Maria Rivera-Rivera, Facilities Maintenance Manager
Charles B. Webster Detention Center
1940 Phinizy Road
Augusta, GA 30906
Phone: 706.821.1629
Email: MRivera-Rivera@augustaga.gov

Reference: Purchase Order Number P440253, dated 10/6/2022
Proposed Change Order Number One – The removal of 18 wedge units from our scope of work.

Mrs. Rivera-Rivera,

Willo Products offers Augusta, GA Procurement Department a *monetary deduction* to purchase order number P440253. This deduction will remove material and labor for eight-teen units of the Willo Wedge locking system. We offer a deduction in the amount of **\$35,995.00**. If accepted the value of purchase order P440253 will be adjusted to **\$498,293.00**. *We have placed materials on hold until we receive acceptance or rejection of this proposed change.*

If you have any questions, please give me a call.

Sincerely,

Ryan Childers
Sales Estimator
256.353.7161 X 234
256.580.0166
rchilders@willoproducts.com



Administrative Services Committee

April 11, 2023

Saturday Market Electrical Improvements – Change Order for Bollards

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve a change order of purchase order (23CSA032) for the change in scope of bollards height and duplex GFI receptacle in the amount of \$17,500.00 to JHC Corporation.
Background:	The original scope of work for PO 23CSA032 was reviewed to increase the height of the bollards from 42” to 46” to accommodate the lighting components and the addition of low-profile duplex GFI receptacles with cover.
Analysis:	JHC Corporation will install the new bollards as per the revised scope.
Financial Impact:	Original Purchase Order Amount: \$305,000.00 Revised Purchase order Amount: \$322,500.00 ARP Riverwalk Improvements - \$17,500.00; 230-06-1495 / 54.12110
Alternatives:	A – Approve the request; B – Do not approve the request
Recommendation:	Approve a change order of purchase order (23CSA032) for the change in scope of bollards height and duplex GFI receptacle in the amount of \$17,500.00 to JHC Corporation.
Funds are available in the following accounts:	ARP Riverwalk Improvements - \$17,500.00; 230-06-1495 / 54.12110

AUGUSTA-RICHMOND COUNTY GEORGIA

DEPARTMENT NAME Central Services Department
 DEPARTMENT NUMBER See Account Numbers Below
 DEPARTMENT HEAD 

PURCHASING DEPARTMENT
 REQUISITION
 REQUISITION DATE 3/8/2023
 PURCHASE ORDER NUMBER
 PURCHASE ORDER DATE

ITEM NO	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			VENDOR	PHONE NUMBER	QUOTED BY	JHC Corporation	Bid Item #22-189	
1	Change Order#1 to Purchase Order (23CSA032)	1						
2	Due to the change in scope of the bollard height to							
3	accommodate the lighting components.							
4								
5								
6								
7	Charge:							
8	272061490/5412110 - \$8,750.00							
9	272061495/5412110 - \$8,750.00							
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
TOTAL BID						\$17,500.00		
PPING CHARGES								
EVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Item 10.




Central Services Department

Ron Lampkin, Interim Director
Maria Rivera Rivera, Deputy Director

Central Services Department
2760 Peach Orchard Rd.
Augusta GA 30906
Phone: (706) 821-7174

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
DATE: 
March 1, 2023
SUBJECT: Change Order Request

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order 23CSA032 amended.

Purchase order 23CSA032 needs to be amended in the amount of \$17,500.00 due to the change in scope of the bollard height from 42" to 46" to accommodate the lighting components and the addition of low profile duplex GFI receptacle with cover.

- Original Purchase Order Amount \$305,000.00
- Revised Purchase Order Amount \$322,500.00

Your assistance would be greatly appreciated.

Attachments: Purchase Order 23CSA032
Propose Change Order – JHC Corporation

Cc: Ron Lampkin
Maria Rivera Rivera

AUGUSTA, GEORGIA

Item 10.

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.
23CSA032

DATE 03/06/23	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO. R372001
VENDOR # 22260	E-VERIFY # 413897	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR JHC CORPORATION 1029 PEACHTREE PKWY N, SUITE 359 PEACHTREE CITY, GA 30269	ATTN: BID NUMBER: 22-189 CONTRACT #: 23CSA032 BUYER: NANCY
SHIP TO: CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		AUGUSTA SATURDAY MARKET ELECTRICAL IMPROVEMENTS - LOCATED AT THE INTERSECTION OF EIGHTH AND REYNOLDS STREET APPROVED BY COMMISSION 9/22/22, ITEM #26 272-06-1490/54-12110 272-06-1495/54-12110	305,000.00	305,000.00

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL..... 305,000.00

APPROVED FOR ISSUE

PROCUREMENT DIRECTOR

114

REQUISITIONER

JHC Corporation

15 Fresh Bru Dr
Newnan, GA 30263
Phone: (770) 487-3258
Fax: (770) 487-4254

Request for Change Order

To: CITY OF AUGUSTA
535 TELFAIR ST
AUGUSTA, GA 30901
Project: AUGUSTA SATURDAY MARKET

RFC No: 1
Date: 1/11/2023
Description: MATERIAL COST INCREASES:

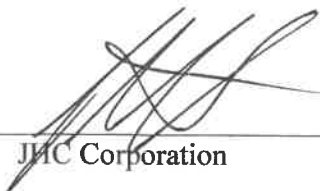
\$17,500.00 - TOTAL RFC 1

84 days to be added to contract time for bollard lead time.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$17,500.00 will be added to the contract price.

Original Contract	\$305,000.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$305,000.00
This Request	\$17,500.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$322,500.00

Authorized Signature:  Date: 1/11/23
JHC Corporation

Authorized Signature: _____ Date: _____
CITY OF AUGUSTA



Administrative Services

Meeting Date: 04/11/2023

E911 EMD Emergency Procurement

Department:	911 Emergency Services Department
Presenter:	Daniel R. Dunlap, 911 Director
Caption:	Receive as information the emergency procurement of the Emergency Medical Dispatch protocol system for the 911 Emergency Services Department in the amount of \$127,204.00 from Priority Dispatch Corp.
Background:	<p>With the decision by the State of Georgia to award the Emergency Medical Systems (EMS) Ambulance Emergency Response Zone (ERZ) to Central EMS, the Augusta 911 Center is faced with an urgent need to begin processing 911 calls for ambulance requests by using the Emergency Medical Dispatch (EMD) protocol system. These protocols are a computer-based system to interrogate 911 callers regarding the medical emergency, prioritize the response level for the ambulance units to respond to these emergencies, and to allow the 911 call takers to provide life-saving instructions over the telephone prior to the arrival of responders. The previously assigned ERZ provider performed this function for the citizens of Richmond County and with their intention to terminate the month-to-month contract, the Augusta 911 Center must be prepared to provide the citizens and visitors the same level of expected services for 911 callers. With the City of Augusta losing an essential public service that will potentially causes a public health emergency, the urgency to obtain this equipment and software became evident.</p>
Analysis:	<p>All current Augusta 911 Center personnel are EMD certified to handle emergency medical incidents over the telephone. While the 911 Center does have the capability to process 911 calls for medical needs in the short term - the capability is limited to printed instructions and questions to follow - which is an inefficient manner in which to handle emergency situations. The primary reason the 911 Center staff were trained and had the printed instructions to utilize was only in the event the previous ERZ entity was not able to answer a transferred 911 call or the need for the Augusta 911 Center to provide life-saving instructions in the event an issue was occurring at the ERZ entity dispatch enter.</p> <p>There was not a need for the City of Augusta to previously have this protocol software in place, as this function was provided by the previous ERZ agency. This emergency procurement involves the computer-based software, training,</p>

quality assurance and licensing to effectively and consistently provide a level of prehospital care for medical emergency incidents.

Financial Impact: This purchase utilizes available 911 fund balance reserve funds that are restricted by the State of Georgia to only be used for certain instances. This purchase is consistent with a system enhancement program – thus it is an allowable expenditure. The overall cost for the program is \$127,204.00, as reflected in the quote for services.

Alternatives: N/A

Recommendation: Receive as information the emergency procurement of the Emergency Medical Dispatch protocol system for the 911 Emergency Services Department in the amount of \$127,204.00 from Priority Dispatch Corp.

Funds are available in the following accounts: 216000000-1111410 – 911 Fund Balance (to be distributed to various/specific operating accounts)

REVIEWED AND APPROVED BY: N/A

**AUGUSTA 9-1-1 CENTER****Daniel R. Dunlap**
Director**Sanita Cheatham**
Assistant Director**MEMORANDUM**

Date: March 22, 2023

To: Geri Sams, Procurement Director

From: Daniel R. Dunlap, 911 Director *DRD*

Subject: Emergency Medical Dispatch Protocol Emergency Purchase Request

Please accept this memorandum as justification for the emergency purchase for Emergency Medical Dispatch (EMD) call taking protocol software and equipment suite to be utilized at the 911 Center.

With the impending assignment of Central EMS to begin as the state appointed EMS zone provider, the Augusta 911 Center will begin to receive and process emergency medical calls and dispatch ambulance resources. Timing is a concern, as it appears, the beginning of May will be the official launch for Central EMS in Augusta.

Best practices for emergency call handling involve a scripted protocol system for 911 personnel to follow, to consistently obtain information from individuals reporting emergency incidents. Additionally, scripted pre-arrival instructions allow the 911 staff to guide callers through potential lifesaving steps before responders arrive on the scene. Utilization of protocol systems provide established quality improvement procedures and reduces the exposure to liability.

This request is to purchase the Emergency Medical Dispatch (EMD) protocol system through Priority Dispatch. This product will provide the protocols and guidelines to ensure the 911 staff is asking the proper questions and providing the necessary pre-arrival instructions for a wide array of medical emergencies. Also, there is a quality assurance portion within the quote, which is necessary to provide positive reinforcement or corrective feedback to staff. This purchase includes protocol system, the software program, training courses for staff education, a quality assurance tool, quality assurance services and support and maintenance. Currently, the 911 Center maintains the flipchart protocol system through Priority Dispatch for EMD and all 911 staff are EMD certified. This product will integrate with our Computer Aided Dispatch (CAD) system on the same interface utilized with the Emergency Medical Dispatch (EMD) program, thus additional cost savings should be noted.

This purchase would provide standardization with our protocol systems; this is evident by the Augusta 911 Center's utilization of the Emergency Fire Dispatch protocol system to be recognized as an Accredited Center of Excellence (ACE) through Priority Dispatch.

**AUGUSTA 9-1-1 CENTER**

Daniel R. Dunlap
Director

Sanita Cheatham
Assistant Director

To utilize a separate vendor, we would be required to enter into an additional maintenance agreement, we would be utilizing an additional/different protocol structure from the current utilized vendor, we would incur costs for additional interfaces into our Computer Aided Dispatch (CAD) system, and all staff would need to be retrained and recertified on a different platform. Additionally, we were able to secure discounted pricing from the vendor due to our ACE status and current use of fire protocols.

We have enclosed the quote for the purchase - \$127,204.00. Funding is available in 911 fund balance and this purchase meets the allowable expenditure qualifications in O.C.G.A 46-5-134 for enhancing the 911 system.

Thank you for the assistance and consideration.

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the “Agreement”) is made on **March 20, 2023** (“Effective Date”) and entered by and between Medical Priority Consultants, Inc. dba **Priority Dispatch Corp.** (“PDC”), a Utah corporation, and **Augusta 911 Center** (“Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

- A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency medical dispatch system for its residents and transient population.
- B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC’s products and services, altogether the Medical Priority Dispatch System (“MPDS”).

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer’s pricing, including annual support fees.
2. **Statement of Work.** The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the MPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”).
 - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we’re also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTrainingorTaskChangeRe/formperma/nvPtUq7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAmU
3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”).
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the MPDS software (ProQA®) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for three (3) years. After 3 years, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices,

and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

- a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
 - b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
 - c. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
 - d. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
 7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement.
 8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
 9. **Conflict of Interest.** During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.
 10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.
 11. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
 12. **Assignment.** Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.
 13. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.
15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.
16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Utah, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Salt Lake County in the State of Utah. Each Party hereby agrees to submit to the personal jurisdiction of these courts.
17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:

Priority Dispatch Corp.
 110 South Regent Street, Suite 500
 Salt Lake City, Utah 84111
 Attention: Legal Department
 Email: legaldepartment@prioritydispatch.net
 Phone: 800.363.9127

To Customer:

Augusta 911 Center
 911 4th St.
 Augusta, Georgia 30901-24-6
 Attention: Daniel R. Dunlap-911 Director
 Email: DDunlap@augustaga.gov
 Phone: (706) 821-1209

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Independent Contractor Services Agreement to be executed by their duly authorized representative.

PDC**CUSTOMER**

Signature: _____

Signature: _____

Print Name: Simón Cantarero

Print Name: _____

Title: General Counsel & Corp. Secretary

Title: _____

Attachment A

SEE ATTACHED SALES QUOTE #64839

INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **\$127,204.00** (see attached Sales Quote #Q-64839). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

Payment Schedule: Please see attached Payment Schedule for the initial MPDS Implementation.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-3)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	\$40,760.00
Year 3:	\$40,760.00

Payment Schedule: Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Gessie Schechinger
Phone: (800) 363-9127
Direct: +1 8015203648
Email: gessie.schechinger@prioritydispatch.net

Agency:
Agency ID#: Augusta 911 Center
Quote #: 4809
Date: Q-64839
Offer Valid Through: 3/20/2023
Payment Terms: 5/25/2023
Net 30
Currency: USD

Bill To:
Augusta 911 Center
911 4TH ST
Augusta, Georgia 30901-2406
United States

Ship To:
Augusta 911 Center
911 4TH ST
Augusta, Georgia 30901-2406
United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	15	USD 63,750.00
XLerator Client Server Suite Client server software application suite	1	USD 2,500.00
Advanced SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	USD 50.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	2	USD 1,100.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	50	USD 7,450.00
Remote AQUA Software Training - M Per person cost for six hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00
Remote ProQA & AQUA Reports Training Per person cost for 4 hours of training on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	2	USD 298.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00
Remote Software Installation/Update - M Software installation or update completed remotely by Priority Dispatch	1	USD 500.00
Implementation Support Package for Cardset Upgrade to ProQA Implementation support and quality management program development	1	USD 10,000.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	15	USD 21,000.00
ACE Discount Incentive for achieving ACE in a reasonable timeframe	1	USD -2,250.00
Q Plus for EMD (12 Months) Quality Performance Review - EMD Expert case review and reporting for 108 cases per month for 1 year. Subscription auto-renews without written cancellation	1	USD 19,760.00
Year 1 & Implementation TOTAL:		USD 127,204.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	15	USD 21,000.00
Q Plus for EMD (12 Months) Quality Performance Review - EMD Expert case review and reporting for 108 cases per month for 1 year. Subscription auto-renews without written cancellation	1	USD 19,760.00
Year 2 TOTAL:		USD 40,760.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	15	USD 21,000.00
Q Plus for EMD (12 Months) Quality Performance Review - EMD Expert case review and reporting for 108 cases per month for 1 year. Subscription auto-renews without written cancellation	1	USD 19,760.00
Year 3 TOTAL:		USD 40,760.00

Subtotal	USD 127,204.00
Estimated Tax	
Total	USD 127,204.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

"To lead the creation of meaningful change in public safety and health."

Attachment B

STATEMENT OF WORK



STATEMENT OF WORK

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS

The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the MPDS

INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)

The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering
- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.
- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training

- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.





PHASE 3 Software Installation and Configuration

- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

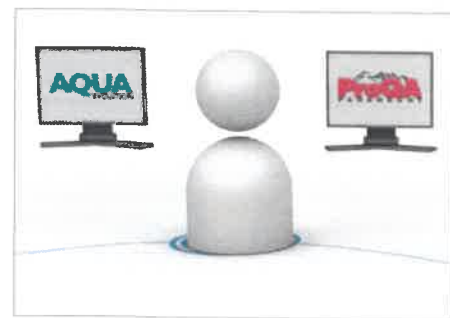


PHASE 4 System Implementation

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.
- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 Quality Assurance Phase (30 days post on-line)

- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.
- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.
- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.
- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.





- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.
- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.





Administrative Services

Meeting Date: 04/11/2023

AEDA Row Valencia

Department:	Administrator's Office
Presenter:	Cal Wray
Caption:	Approve the motion for Augusta, Georgia to accept property as recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way to become a public road to be maintained by Augusta, Georgia.
Background:	Valencia Way serves the 1,794 acre Augusta Corporate Park and is the sole entrance to the park. It is accessed by Mike Padgett Highway. A portion of the road was originally constructed to serve the Starbucks facility and the balance of the roadway, both existing and future, will serve 3 major industries planned and/or under construction within the Augusta Corporate Park. Aurubis has \$690 million of construction underway currently, with Den kai and PCT to follow by the end of 2023. The original road construction was directed by the AEDA to Augusta, Georgia standards with their consultation and approval.
Analysis:	The Augusta Corporate Park is currently home to Starbucks, Aurubis Richmond, and is the future home of Den kai America and PureCycle Technologies. Other parcels within the park are still marketed for future industrial suitors looking to expand into Richmond County. In total, an additional 200+ acres will be developed for industrial facilities. Currently, Water, Sewer, Natural Gas, Fiber, and Electrical infrastructure are being expanded in the ROW as recorded on Book 17 Page 159 in defined utility corridors. We are also planning a road expansion and have applied for \$6.8 million of funding to add two additional lanes to Valencia Way which are accounted for in the proposed ROW.
Financial Impact:	<p>Augusta, Georgia will not be responsible for any initial construction costs and the only financial obligation to the city will be for routine maintenance of the roadway and associated right-of-way.</p> <p>After Construction of Phase I and II for Aurubis their tax payments over the next 30 years are estimated at \$42,767,161.73. Den kai, PCT, and future tenants will only add to this tax base.</p>
Alternatives:	N/A
Recommendation:	Approve the motion for Augusta, Georgia to accept property as recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia

and used as public right of way and for the road described as Valencia
to become a public road to be maintained by Augusta, Georgia.

Item 12.

Funds are available in N/A
the following accounts:

REVIEWED AND N/A
APPROVED BY:

FOR CLERK OF COURT'S USE ONLY

FLOOD NOTE:

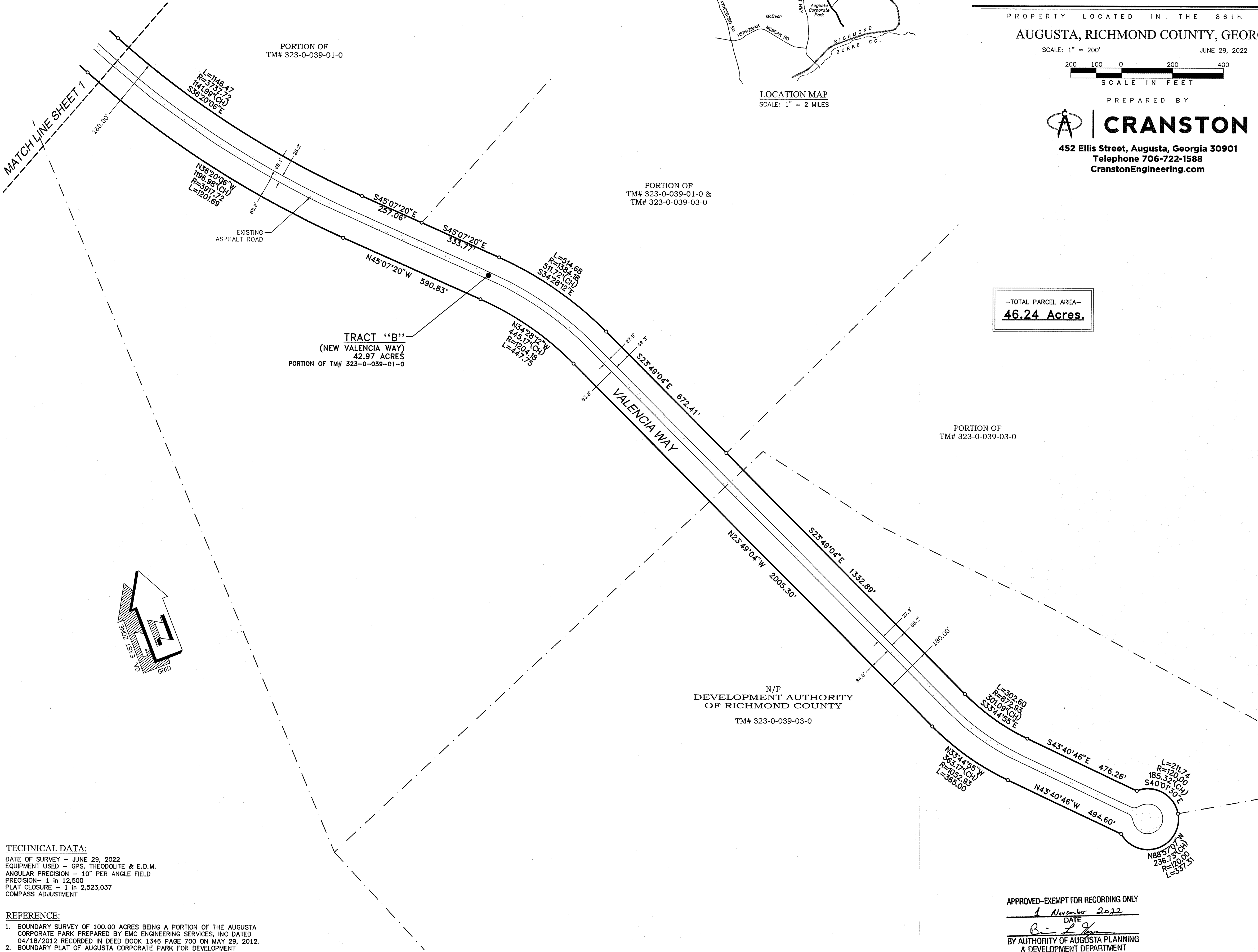
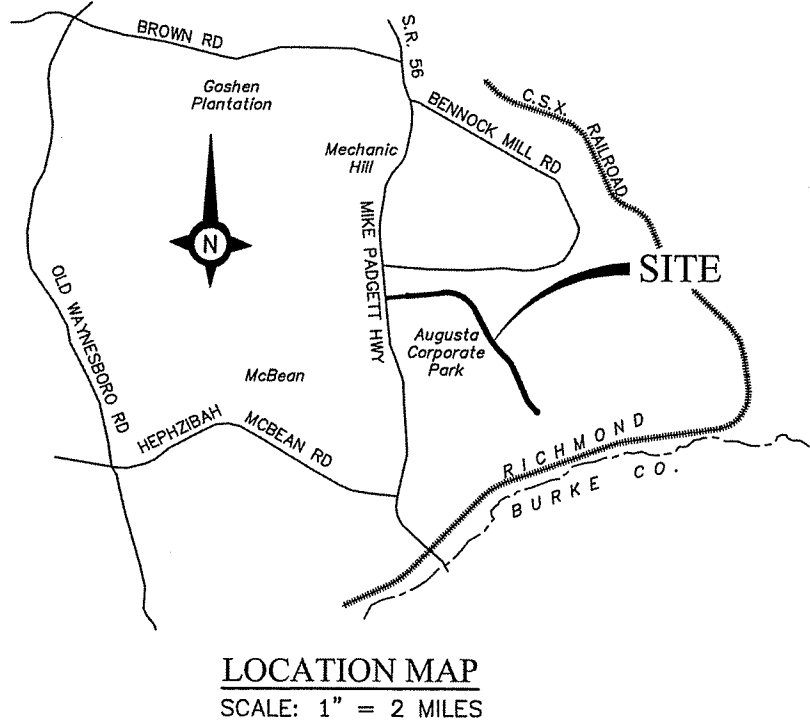
ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP, FIRM PANELS 13245C0240G AND 13245C0245G
EFFECTIVE NOVEMBER 15, 2019, THIS LOT IS NOT LOCATED IN A DESIGNATED 100 YEAR FLOOD PLAIN.

RIGHT-OF-WAY PLAT
OF
VALENCIA WAY
PREPARED FOR
**DEVELOPMENT AUTHORITY OF
RICHMOND COUNTY**

PROPERTY LOCATED IN THE 86th G. M. D.
AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 200' JUNE 29, 2022
200 100 0 200 400
SCALE IN FEET
REV. 10/20/2022

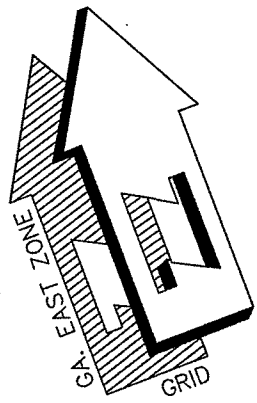
PREPARED BY
CRANSTON
452 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1588
CranstonEngineering.com



NOTE:
1. ALL CORNERS ARE #4 REBAR & CAP SET UNLESS OTHERWISE SHOWN.
2. TAX MAP PARCEL LINES SHOWN ARE APPROXIMATE.

LEGEND

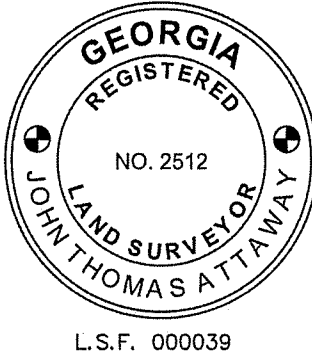
---	EXISTING PROPERTY LINE
- . - . -	ADJOINER PROPERTY LINE
RBF	REBAR FOUND
RBCF	REBAR & CAP FOUND
CMF	CONCRETE MONUMENT FOUND
OTF	OPEN TOP IRON FOUND
CRN	CORNER NOT RECOVERED
TM#	TAX PARCEL NUMBER



SURVEYOR CERTIFICATION:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN
PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS
FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR
STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE
APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO
INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES
THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS
IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN
O.C.G.A. SECTION 15-6-67.

John Thomas Attaway 10/20/2022
JOHN THOMAS ATTAWAY DATE
GEORGIA REGISTERED LAND SURVEYOR 2512



TECHNICAL DATA:

DATE OF SURVEY - JUNE 29, 2022
EQUIPMENT USED - GPS, THEODOLITE & E.D.M.
ANGULAR PRECISION - 10" PER ANGLE FIELD
PRECISION - 1 in 12,500
PLAT CLOSURE - 1 in 2,523,037
COMPASS ADJUSTMENT

REFERENCE:

- BOUNDARY SURVEY OF 100.00 ACRES BEING A PORTION OF THE AUGUSTA CORPORATE PARK PREPARED BY EMC ENGINEERING SERVICES, INC DATED 04/18/2012 RECORDED IN DEED BOOK 1346 PAGE 700 ON MAY 29, 2012.
- BOUNDARY PLAT OF AUGUSTA CORPORATE PARK FOR DEVELOPMENT AUTHORITY OF RICHMOND COUNTY PREPARED BY JAMES G. SWIFT & ASSOCIATES DATED APRIL 22, 1994 LAST REVISION JUNE 14, 2012 FILED IN PLAT CABINET "D", SLIDE 161, PLAT "D".
- ALTA/NSPS LAND TITLE SURVEY FOR AUGUSTA CORPORATE PARK PREPARED BY CRANSTON ENGINEERING DATED JANUARY 24, 2022.

APPROVED-EXEMPT FOR RECORDING ONLY
1 November 2022
DATE
B. L. L.
BY AUTHORITY OF AUGUSTA PLANNING
& DEVELOPMENT DEPARTMENT



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_ Laney Walker Development Corporation Funding Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit.
Background:	<p>Housing and Community Development and Laney Walker Development Corporation has a long history of working together to promote affordable housing within the Laney Walker Community. Laney Walker Development Corporation has a proven track record of single family development within the community. HCD along with WD Communities has agreed to partner to fund 50/50 on the development of five units on Miller Street. HCD is requesting to provide HOME funds to assist in construction of five (5) units. HCD will provide 50% of total development cost and a developer's fee of three units while allowing LWDC to maintain the proceeds to construct the remaining two units.</p> <p>Laney Walker is requesting for three (3) of five (5):</p> <ul style="list-style-type: none"> • <u>1227 Miller Street</u>, Augusta, GA 30901: Total Construction Cost: \$230,000.00 Total Request \$240,000.00 - \$ 125,000.00 HOME Funds in which \$10,000 per unit in Developers Fee and \$ 115,000.00 WD Communities Funds • <u>1231 Miller Street</u>, Augusta, GA 30901: Total Construction Cost: \$230,000.00 Total Request \$240,000.00 - \$ 125,000.00 HOME Funds in which \$10,000 per unit in Developers Fee and \$ 115,000.00 WD Communities Funds • <u>1233 Miller Street</u>, Augusta, GA 30901: Total Construction Cost: \$230,000.00 Total Request \$240,000.00 - \$ 125,000.00 HOME Funds in which \$10,000 per unit in Developers Fee and \$ 115,000.00 WD Communities Funds <p>The funding request is to assist with the cost associated with the construction of five (5) single family unit.</p>

Analysis:	Approval of the contract will allow the partnership to construct (5) single family units in the Laney Walker Community on Miller Street area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$ 375,000.00 to assist in the construction of three (3) single family affordable housing units.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrator Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

LANEY WALKER DEVELOPMENT CORPORATION**In Partnership with****WARRICK DUNN COMMUNITIES**

In the amount of

\$ 240,000.00**Two Hundred Forty Thousand Dollars & 00/100**For Fiscal Year **2020**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“1227 Miller Street – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2020 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Laney Walker Development Corporation, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*LWDC*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Laney Walker Development Corporation will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through

eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2020 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Laney Walker Development Corporation for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Laney Walker Development Corporation has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Laney Walker Development Corporation has been selected and approved to partner with Warrick Dunn Communities as development partners to assist in the development of the Miller Street area.

WHEREAS, Warrick Dunn Communities has agreed to match HOME funds 50% of total construction cost in form of reimbursement.

WHEREAS, Laney Walker Development Corporation has requested, and Augusta has approved a total of \$ 240,000.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Laney Walker Development Corporation agrees to utilize approved HOME funds to support project related costs associated with property located at 1227 Miller Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta*
- v. All projects are to possess the following components:*
 - 1. Evidence of Site Control
 - 2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 3. If at the time of construction, there is no approved homebuyer, LWDC must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Laney Walker Development Corporation for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ **115,000.00** in a HOME funds and \$ **115,000.00** in WD Communities funding shall be expended by Laney Walker Development Corporation from Year 2020 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1227 Miller Street in the Laney Walker Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees.

The address for this project is:

- i. 1227 Miller Street, Augusta, Georgia 30901*

b. Developer's Fee

An amount not to exceed \$ **10,000.00** in a HOME funds shall be provided to Laney Walker Development Corporation from Year 2020 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Laney Walker Community. Developer's Fee will be dispersed when construction is 100% completed and a certificate of occupancy is received.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Laney-Walker shall conduct project development activities and related services in its project area that incorporates the following boundaries: James Brown Blvd. on the West; 12th Street on the East; Wrightsboro Road on the South; and Laney Walker Blvd on the North and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Laney Walker Development Corporation will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Laney Walker Development Corporation shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Laney Walker Development Corporation will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Laney Walker Development Corporation will carry out this project with implementation oversight provided by HCD. Laney Walker Development Corporation agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Laney Walker Development Corporation, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$125,000.00** HOME funds & **\$115,000.00** WD Communities funding under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Laney Walker Development Corporation compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Laney Walker Development Corporation will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
- b. HCD will monitor the progress of the project and Laney Walker Development Corporation performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Laney Walker Development Corporation and procured contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) and WD Communities will provide fifty percent (50) of the total construction costs of this single project and seeks to provide Laney Walker Development Corporation with the necessary Agreement.

Augusta Housing and Community Development will fund LWDC fifty percent (50%) of construction on three units (1227 Miller Street, 1231 Miller Street, and 1233 Miller Street). As LWDC agrees to work in sole partnership with HCD and WD Communities in the development of units.

LWDC agrees to utilize proceeds from sale of the three properties to further the construction of five additional HOME eligible units on Miller Street. At the sale of the final unit on Miller Street, Laney Walker will provide HCD with 50% of the sales proceeds.

The Augusta Housing and Community Development Department (AHCD) and WD Communities will fund no more than **\$ 240,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Laney Walker Development Corporation shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Laney Walker Development Corporation will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Laney Walker Development Corporation shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Laney Walker Development Corporation shall be paid a total consideration of no more than **\$ 240,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Laney Walker Development Corporation. It is also

understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Laney Walker Development Corporation.

2. Laney Walker Development Corporation shall adhere to the following budget in the performance of this contract:

Construction	\$ 230,000.00 (50% HOME & 50% WD Communities)
Developer's Fee	10,000.00
TOTAL HOME PROJECT COST:	\$ 240,000.00

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Laney Walker Development Corporation (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Laney Walker Development Corporation or any contractor/subcontractor hereunder. All

payments to Laney Walker Development Corporation by Augusta will be made on a per performance request through the AIA Document.

- B. Laney Walker Development Corporation shall maintain a separate account and accounting process for HOME funding sources.
- C. Laney Walker Development Corporation shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Laney Walker Development Corporation compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Laney Walker Development Corporation for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Laney Walker Development Corporation shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Laney Walker Development Corporation.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Laney Walker Development Corporation agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Laney Walker Development Corporation. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Laney Walker Development Corporation in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Laney Walker Development Corporation. In such instances, Laney Walker Development Corporation shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Laney Walker Development Corporation.
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Laney Walker Development Corporation agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Laney Walker Development Corporation publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Laney Walker Development Corporation agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.

2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Laney Walker Development Corporation if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Laney Walker Development Corporation agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Laney Walker Development Corporation will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Laney Walker Development Corporation agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Laney Walker Development Corporation agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Laney Walker Development Corporation agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with

HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Laney Walker Development Corporation agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Laney Walker Development Corporation will in all solicitations or advertisements for employees placed by or on behalf of Laney Walker Development Corporation; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Laney Walker Development Corporation agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Laney Walker Development Corporation agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Laney Walker Development Corporation agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Laney Walker Development Corporation agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Laney Walker Development Corporation for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The

words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Laney Walker Development Corporation fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Laney Walker Development Corporation shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Laney Walker Development Corporation shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Laney Walker Development Corporation agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Laney Walker Development Corporation shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Laney Walker Development Corporation agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Laney Walker Development Corporation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Laney Walker Development Corporation will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Laney Walker Development Corporation social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Laney Walker Development Corporation agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Laney Walker Development Corporation agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Laney Walker Development Corporation and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Laney Walker Development Corporation will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Laney Walker Development Corporation will not discriminate against any person applying for shelter on the basis of religion. Laney Walker Development Corporation will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Laney Walker Development Corporation has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Laney Walker Development Corporation shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Laney Walker Development Corporation materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Laney Walker Development Corporation cures any breach of the contract. If Laney Walker Development Corporation fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.
- B. Notwithstanding the above, Laney Walker Development Corporation shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition,

to any other remedies it may have at law or equity, Augusta may withhold any payments to Laney Walker Development Corporation for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Laney Walker Development Corporation breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Laney Walker Development Corporation shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Laney Walker Development Corporation will receive all notices at the address indicated below:

Laney Walker Development Corporation
851 Laney Walker Blvd.
Augusta, Georgia 30901

WD Communities will receive all notices at the address indicated below:

Warrick Dunn Communities
ATTN: Warrick Dunn
229 Peachtree Street, NE, Suite 675
Atlanta, GA 30303

ARTICLE XII. INDEMNIFICATION

Laney Walker Development Corporation will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Laney Walker Development Corporation specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Laney Walker Development Corporation shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Laney Walker Development Corporation shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Laney Walker Development Corporation handling or charged with the responsibility for handling funds and property pursuant to this contract. LWDC shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Laney Walker Development Corporation shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Laney Walker Development Corporation hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not

obligated to provide funding of any kind to Laney Walker Development Corporation beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

LANEY WALKER DEVELOPMENT CORPORATION

BY: _____

Its: _____ Date

ATTEST:

WD COMMUNITIES

BY: _____

Its: _____ Date

Plain Witness

Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Laney Walker Development Corporation shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Laney Walker Development Corporation shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Laney Walker Development Corporation shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.
4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$125,000.00** in Year 2020 HOME Investment Partnerships Funds and **\$ 115,000.00** in WD Communities funds to Laney Walker Development Corporation. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Laney Walker Development Corporation in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Laney Walker Development Corporation may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
6. Construction Costs and Requirements
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
 - b. Laney Walker Development Corporation will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
 - c. Laney Walker Development Corporation must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Laney Walker Development Corporation must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
 - d. Laney Walker Development Corporation must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

LANEY WALKER DEVELOPMENT CORPORATION MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



Administrative Services Committee Meeting

Meeting Date: 04/11/2023

HCD_MOU in partnership with Growing Augusta Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community.
Background:	<p><u>Growing Augusta: Arts, Agriculture, & Agency</u></p> <p>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.</p> <p>This objective involves continuing a Farmers' Market in South Augusta which will provide fresh food and produce to the community with an emphasis on food desert areas, coupled with providing culture and the arts via live grassroots music.</p>

Partnership 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 (2023-2024)
- 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 will secure the initial location in South Augusta
- HCD and GA will facilitate the setup and clean-up following the event

Address**Budget****Project Type**

Location, South Augusta

\$10,000

Special Projects

Analysis:

Approval of this request will allow the South Augusta Farmers' Market to continue in partnership with HCD and GA

Financial Impact:

Funding: General Funds

Org Key: 221073110-5212119

Contract amount: \$10,000

Alternatives:

Deny

Recommendation:

Motion to approve HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community

Funds are available in the following accounts:

Funding: General Funds

Org Key: 221073110-5212119

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

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 will secure the initial location for the event at the Henry Brigham Center via the Parks and Recreation Dept
- 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