



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, November 26, 2024

1:20 PM

ADMINISTRATIVE SERVICES

- 1.** Motion to approve Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.
- 2.** Motion to approve the award of bid #24-219, HQ Branch Library – Floor Replacement in the amount of \$63,990.00 to be performed by Merit Flooring.
- 3.** Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2025 at a contract cost of \$3,362,304 and noncontract labor cost of \$33.00 per hour and after hour rate of \$53.00 to Transdev Fleet Services.
- 4.** Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2025.
- 5.** Motion to approve HCD's contract procedural process relative to authorization of Agreements / Contracts / HUD Forms related to HCD's federally funded programs for calendar year 2025.
- 6.** Approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process.
- 7.** Motion to Approve the submission of the FY2024 CoC Application to HUD, and grant the Mayor the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR).
- 8.** Motion to approve the 2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the U.S. Department of Housing and Urban Development (HUD).
- 9.** Motion to approve of the following annual bid items, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision.

Utilities: 25-011 Chemicals.

Engineering and Environmental Svcs: 25-099 Thermoplastic Traffic Marking
and 25-047 Traffic Sign Blanks

Sheriff's Office: 25-095 Inmate Toiletries

- 10.** Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development to continue development in the Sand Hills

Area and support the construction of three (3) single family affordable housing units to be sold to low income homebuyers.

- 11.** Motion to **approve** Proposal for Service, submitted by the University of Georgia Carl Vinson Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft. **(Requested by Mayor Garnett Johnson)**
- 12.** **Mr. Ben Hasan** relative to the debt and maintenance associated with the Trane Contract.
- 13.** Motion to **approve** the minutes of Administrative Services Committee held November 12, 2024.
- 14.** Motion to approve Housing and Community Development Department's (HCD's) request to amend an existing Laney Walker Development Corporation ~ Miller Street Agreement to enable development partner (LWDC/WD Communities) reimbursement ahead of two (2) housing sales using an allowable non-federal source due to several interested buyers being over the HUD total household income limit.
- 15.** Motion to **approve** the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE **(Lack Committee Quorum November 12, 2024) Referred from the November 19, 2024 Commission Meeting)**



Administrative Services Committee Meeting

Meeting Date: 11/26/2024

HCD _ 2024 Accounting Engagement Addendum Approval 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 approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.
Background:	Augusta Housing and Community Development (HCD) has partnered with Cherry Bekaert, a nationally certified public accounting firm, to provide guidance and assistance related to grant management. As of June 2024, we have achieved 90% of the overall first addendum budget approved by the commission on August 29, 2023. HCD Finance team has been presented with the option to extend our agreement to "GASB-as-a-Service," which will provide technical accounting and GASB consulting services on complex accounting and financial reporting matters. It will also allow continual assistance with monthly bank reconciliations, provide guidance with the Schedule of Expenditure for Federal Awards (SEFA), and other accounting advisory services.
Analysis:	The approval of this request will enable us to continue to strengthen our grant-related process and procedures, simplify our reconciliation process, and maintain compliance with the Department's Federal Programs.
Financial Impact:	In summation, this approval will enable HCD to continue its relationship with Cherry Bekaert to provide these accounting services. If approved, the term of the agreement expires on June 30th, 2025.
Alternatives:	Do not approve HCD's request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.

Funds are available in the following accounts: We will use the following General Ledger to pay the additional \$50,000.00
Other Official Admin 221073221-5211119 – CDBG Cares

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission



June 12, 2024

VIA EMAIL:
HWelcher@augustaga.gov

Hawthorne Welcher
510 Fenwick Street
Augusta, Georgia 30901

Dear Mr. Welcher:

This is the Third Addendum to our original Engagement Letter dated August 1, 2022 ("Original Engagement Letter") between Cherry Bekaert Advisory LLC ("Cherry Bekaert", the "Firm", "we", "us") to provide advisory services to the Housing and Community Development Department of Augusta, Georgia (hereafter referred to as the "HCD", "you", "your", or "management") sets forth the nature and scope of the services we will provide in addition to the services set forth in our Original Engagement Letter, the fees we will charge for such additional services, as well as the terms of agreement. Unless otherwise described below, such services will be subject to the same terms and conditions as set forth in our Original Engagement Letter.

Summary of Services

We will provide technical accounting and GASB consulting services on complex accounting and financial reporting matters. Our services may include assistance with monthly bank reconciliations, and annual SEFA reconciliation, and other accounting advisory services requested by HCD, if any.

Fees

The services in this arrangement letter are intended to be performed on a time and materials basis. Estimated level of effort and related fees will not exceed an additional \$50,000 without HCD's written approval. We will work closely with you to make this engagement cost effective. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Rates by level for our consulting and risk management services are shown in our Original Engagement Letter.

Other Matters

Our procedures will not result in the expression of an opinion, or any other form of assurance, on HCD's financial statements or any part thereof; nor an opinion or any other form of assurance on HCD's internal control systems or its compliance with laws, regulations, or other matters. We will not express an opinion or any other form of assurance with respect to management's system of internal control over financial reporting or in safeguarding HCD's assets.

The terms of this agreement expire June 30, 2025.

This Addendum, together with our Original Engagement Letter and Engagement Letter Terms and Conditions and any Exhibits, sets forth the entire understanding between HCD and Cherry Bekaert regarding the additional services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral.

If the foregoing is in accordance with your understanding, please sign a copy of this Addendum in the space provided and return it to us in paper form or by electronic transmission. The parties agree that this Addendum may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures. The terms, fees, and conditions listed herein will expire 60 days from the date of this Addendum if unsigned, unless Cherry Bekaert, at its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this Addendum for your files.

We want to express our appreciation for this opportunity to be of service to you. If you have any questions or concerns regarding this Addendum, please do not hesitate to contact us.

Sincerely,

Cherry Bekaert Advisory LLC

CHERRY BEKAERT ADVISORY LLC

ACCEPTED BY:

Printed Name

Signature

Title / Entity

Date



Administrative Services Committee Meeting

Meeting Date: November 26, 2024

Bid Item #24-219; HQ Branch Library – Floor Replacement

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Motion to approve the award of bid #24-219, HQ Branch Library – Floor Replacement in the amount of \$63,990.00 to be performed by Merit Flooring.
Background:	The project relates to a floor replacement for the Headquarters Library – Children’s Department, located at 823 Telfair in Augusta, GA. Work will be performed in accordance to plans and specifications provided by the City of Augusta.
Analysis:	Central Services recommends award to Merit Flooring as the company submitted a compliant bid.
Financial Impact:	\$63,990.00, Capital 272-06-5110/54.13120
Alternatives:	A -Award bid B -Do not award bid
Recommendation:	Motion to approve the award of bid #24-219, HQ Branch Library – Floor Replacement in the amount of \$63,990.00 to be performed by Merit Flooring.
Funds are available in the following accounts:	\$63,990.00, Capital 272-06-5110/54.13120

REVIEWED AND
APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Thursday, August 8, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **870 3846 6710**; Passcode: **24214** for furnishing:

Bid Item #24-219

**HQ Branch Library – Floor Replacement for Augusta, GA – Central Service Department
Facilities Maintenance Division**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCBid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

A Pre-Bid Conference will be held on Monday, July 22, 2024 @ 11:00 a.m. via Zoom Meeting ID: 896 4810 8109; Passcode: 24219. Optional Site-Visit will be held on Wednesday, July 24, 2024, at the site location. Please contact Maria Rivera-Rivera 24-hours in advance at (706) 821-1629.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, July 24, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 27, 2024 and July 5, 11, 18, 2024
Metro Courier June 27, 2024



Bid Opening Bid Item #24-219
HQ Branch Library-Floor Replacement
for Augusta, GA-Central Services Department
Facilities Maintenance Division
Bid Date: Thursday, August 8, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 344
Georgia Procurement Registry: 607
Total Packages Submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Base Bid
CSS Flooring Tech LLC 232 Sandbar Ferry Rd Ste A Augusta, Ga 30901	YES	1444920	YES	\$64,639.05
Contract Management Inc. 1829 Killingsworth Road Augusta, GA 30904	YES	225306	YES	\$97,720.00
Tyco Construction & Industrial Services, Inc. 6197 Bowen Road Blackshear, GA 31516	YES	482269	YES	\$140,704.20
Hermond N Hazel 1820 Fairview Ave Augusta, GA 30904	YES	1339871	YES	\$115,850.00
LEP Contracting, LLC. 2917 Foxhall Circle Augusta, GA 30907	YES	1512510	YES	\$15,000.00/ Non-Responsive
Merit Flooring 3114 Wrightsboro Rd Augusta, GA 30904	YES	252084	YES	\$63,990.00
ARI-Elite American Resources Inc. 1733 Taylor Rd Augusta, GA 30906	YES	7464076/ Non- Compliant	YES	\$73,350.00
A-Action Facility Services Inc. 6607 Tribble Street Lithonia, GA 30058	YES	2121935	YES	\$171,738.00

LEP Contracting, LLC did not return the complete Exhibit I - Bid Form. All offerors were required to complete and return the form (Exhibit I) with their original submittal. The requirements appeared on pages 20-22 of the specifications. LEP Contracting, LLC is deemed **non-responsive**.



Central Services Department

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

2760 Peach Orchard Road, Augusta GA 30906
(706) 828-7174 Phone (706) 799-5077 Fax

MEMORANDUM

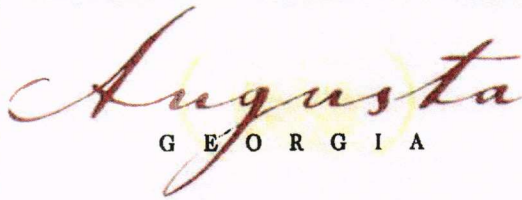
TO: Mr. Darrell White, Interim Director, Procurement Department
FROM: Mr. Ron Lampkin, Interim Director, Central Services Department
DATE: October 28, 2024
SUBJECT: Bid Item #24-219; HQ Branch Library – Floor Replacement

On Thursday, August 8, 2024, the Central Services Department – Facilities Maintenance Division received proposals for bid Item #24-219; HQ Branch Library – Floor Replacement. Merit Flooring submitted the lowest compliant bid for a total of \$63,990.00.

The Central Services Department recommends the award of a contract to Merit Flooring for the floor replacement. This company will perform the required work utilizing the specification provided in the bid scope.

Thank you for your assistance in securing these prices. Please do not hesitate to call if you have any questions or need additional clarification.

cc: Ron Lampkin
Maria Rivera-Rivera



**Bid Opening Bid Item #24-219
 HQ Branch Library-Floor Replacement
 for Augusta, GA-Central Services Department
 Facilities Maintenance Division
 Bid Date: Thursday, August 8, 2024 @ 11:00 a.m.**

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**MASTER CRAFT FLOORING
4189 CROSSTOWNE CT
EVANS, GA 30809**

**SOUTHERN FLOORING
6820 AUGUSTA ROAD
GREENVILLE, SC 29605**

**CONTRACT MANAGEMENT, INC.
1829 KILLINGSWORTH RD.
AUGUSTA, GA 30904**

**AMERICAN CARPET ONE FLOOR
& HOME
1920 NORTH LEG RD
AUGUSTA, GA 30909**

**MASTER CITY FLOORING
3034 MILLEDGEVILLE ROAD
AUGUSTA, GA 30904**

**QUINTECH SOLUTIONS, INC
2550 LITHONIA WEST DRIVE
LITHONIA, GA 30058**

**AUGUSTA FLOORING AND CARPET
202 BOBBY JONES EXPY
MARTINEZ, GA 30907**

**CCS FLOORING TECH, LLC.
232 SANDBAR FERRY RD., SUITE A
AUGUSTA, GA. 30901**

**WEST FLOORING SERVICE, INC
440 BRANDYWINE DRIVE
EVANS, GA 30809**

**BONITZ FLOORING
3719 BENCHMAK DR
AUGUSTA, GA 30909**

**MERIT COMMERCIAL FLOORING
3114 WRIGHTSBORO RD.
AUGUSTA, GA 30909**

**H&H CONCRETE FINISHING
ATTN: HERMAN HAZEL
1820 FAIRVIEW AVE.
AUGUSTA, GA 30904**

**DANIELLE SMITH
QUINTECH SOLUTIONS, INC.
102 SANGAREE PARK COURT, SUITE 4
SUMMERVILLE, SC 29486**

**UGMS GENERAL
31 JAY BOY LANE
GLENNVILLE, GA 30427**

**WBM CONSTRUCTION
P.O. BOX 966
METTER, GA 30439**

**MARIA RIVERIA-RIVERIA
CENTRAL SERVICES**

**RON LAMKIN
CENTRAL SERVICES**

**PHYLLIS JOHNSON
COMPLIANCE OFFICE**

**BID ITEM # 24-219
HQ BRANCH LIBRARY – FLOOR
REPLACEMENT
FOR CENTRAL SERVICES – FACILITIES
MANAGEMENT DIVISION
MAILED: 06/27/2024**

**BID ITEM # 24-219
HQ BRANCH LIBRARY – FLOOR
REPLACEMENT FOR CENTRAL SERVICES –
FACILITIES MANAGEMENT DIVISION
BID DUE: THURS., 08/08/2024 @ 11:00 A.M.**

BIDDERS LIST

Item 2.

BID (☒) RFP (☐) RFQ (☐) ITEM # 24-219

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
7/24/24	JTJ RESOURCES, INC. ATTN. TONYA S. BASS 203 COLUMBIA STREET MCDONOUGH, GA 30253			KM

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, June 27, 2024 4:14 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000065

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000065

Event Title: 24-219 HQ Branch Library - Floor Replacement

Event Type: Non-State Agency

Process Log

2024/06/27 16:09:54 : Log starts for - 14851848 - EVENT_RELEASE_TO_SUPL
2024/06/27 16:09:57 : Email Process Log for the Event#: PE-72155-NONST-2024-000000065
2024/06/27 16:09:57 : Email Batch# 2406271034
2024/06/27 16:09:57 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/06/27 16:10:24 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/27 16:10:25 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/27 16:11:20 : Bad Email not sent to lynda3456bellsouth.net of SOUTHERN FLOORING INC
2024/06/27 16:14:00 : Total No of Contacts found for sending Email: 607
2024/06/27 16:14:00 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000065&sourceSystemType=gpr20>

06/27/2024 04:14:00 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (9)

Supplier 

Download Date

A-Action Janitorial Service Inc.

08/05/2024

ATL Investment Enterprise LLC

07/14/2024

ATL PRIME SERVICES CORP

07/01/2024

Dodge Data

06/27/2024

Elite Elevators, LLC

07/02/2024

H & H Concrete Finishing

07/09/2024

Lunacon Construction Group

07/10/2024

Onvia, Inc. - Content Department

06/27/2024

Riley Contracting Inc

06/27/2024

[Add Supplier](#)

Supplier Details

Supplier Name

A-Action Janitorial Service Inc.

Contact Name

cathy jeanis

Address

6607 TRIBBLE STREET P.O. BOX 1046, Lithonia, GA 30058

Email

cathy@aactioninc.com

Phone Number

678--52-6-7421

[Remove](#)

Documents

Filename

Type

Action

Katie Cornelius

From: Maria Rivera-Rivera
Sent: Thursday, November 14, 2024 9:37 AM
To: Katie Cornelius
Subject: FW: 2024 Capital Projects

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Scarlet Green <SGreen@augustaga.gov>
Sent: Monday, March 18, 2024 3:11 PM
To: Emanuel Mitchell <mitchelle@arcpls.org>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: 2024 Capital Projects

Good afternoon Mr. Mitchell,

Below are the 2024 capital facilities projects for your records. You will have \$23,340 to carryover (2023) for the Appleby Library and \$50,900 to carryover (2023) for the admin building. If you have any questions, please give me a call.

272065110				2024 Capital
Library				
	54.13120			Headquarters Roof Replacemen
	54.13120			Maxwell Roof Library Replacemen
	54.13120			Friedman Library Roof Replacemen
	54.13120			Replace Flooring @ Headquarters Library (Children's Department
272065112	54.13120			Carryover @ Appleb
272065110	54.13120			Carryover for Admin Building
				Total Expense:
				Balance:

Thanks,
 Scarlet

Scarlet Green | Business Analyst

Augusta – Richmond County | Central Services Department

2760 Peach Orchard Rd | Augusta, Georgia 30906

(p) 706-432-5254 | (c) 762-333-4654

sgreen@augustaga.gov | www.augustaga.gov



Item 2.

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



Administrative Services Committee Meeting

Meeting Date:

Central Services - Fleet Vehicle Maintenance Contract Extension

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2025 at a contract cost of \$3,362,304 and noncontract labor cost of \$33.00 per hour and after hour rate of \$53.00 to Transdev Fleet Services.
Background:	<p>Augusta entered a 3-year fleet maintenance contract, 19-225 for vehicles and equipment, excluding Environmental Services, Fire and Transit Departments. This contract supports more than 56 divisions with over 2,500 vehicles and equipment.</p> <p>Per our current fleet maintenance contract, this agreement may be renewed, expanded and extended by mutual agreement in annual increments, provided that the funds for subject agreement are available and an operating budget is approved by the Augusta Commission and that the Contractor has established a satisfactory record of performance. The first one-year extension to the contract was approved by Commission on April 20, 2021, for FY22, second one-year extension was approved by Commission on March 30, 2022, for FY23 and third one-year extension was approved by Commission on January 2, 2024, for FY24. The increase in contract cost from 2024 to 2025 is \$110,559 and the increase in non-contract cost is 3.00 for the hourly rate and after hour rate.</p>
Analysis:	Funds for the continuation of this contract were requested during the 2025 budget process within the operating budget. The Fleet Management Division consists of 4 in-house employees and cannot service Augusta's fleet adequately without the continuation of outsourced services.
Financial Impact:	\$3,362,304 Fleet Management 2025 Operating Budget 626016440/52.23113
Alternatives	(1) Approve (2) Do not approve and rebid
Recommendation:	Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2025 at a contract cost of \$3,362,304 and noncontract labor cost of \$33.00 per hour and after hour rate of \$53.00 to Transdev Fleet Services.

REVIEWED N/A
AND
APPROVED BY:

Contract Costs

Item 3.

Year	Contract Cost
2025	\$ 3,362,304.00
2024	\$ 3,251,745.00
2023	\$ 3,067,684.00
2022	\$ 2,963,946.00
2021	\$ 2,924,960.57
2020	\$ 2,855,996.47
2019	\$ 2,788,787.35
2018	\$ 2,957,662.89
2017	\$ 2,957,662.89
2016	\$ 3,125,056.00
2015	\$ 3,040,540.00
2014	\$ 3,628,822.00
2013	\$ 3,695,238.00
2012	\$ 3,640,628.00
2011	\$ 2,517,973.00
2010	\$ 3,402,780.00
2009	\$ 3,506,498.00



October 17, 2024

Mr. Ron Lampkin
Interim Director Central Services
Augusta GA 30906

Dear Mr. Lampkin

This is the time of year most of our customers are working on their budgets and planning for the upcoming budget year. With that understanding we would request Augusta Richmond GA consider the contract extension option in the contract outlined in Section One Article One below. Therefore, by mutual agreement FVS would like to extend the contract from January 1, 2025, through December 31, 2025.

- 1. AGREEMENT TERM AND TERMINATION:** The duration of the Agreement will be from February 1, 2019, to December 31, 2021, for a period of 35 months. Further this agreement may be renewed, expanded and extended by mutual agreement in annual increments, provided that the funds for subject Agreement are available and an operating budget is approved by the Augusta Commission and that the Contractor has established a satisfactory record of performance.

In addition, Section 13 of the contract allows for a budget increase based on the CPI. The Current 12-month CPI is 4.1%. We are proposing a 3.4% increase on labor, parts, overheads, and fees to help bring us back up to budget with increased labor and parts costs and assist the County's budget as well. Additionally, we would like to increase the N/C labor rate from the current \$30.00 and \$50.00 to \$33.00 and \$53.00 respectfully.

This increase would raise the current budget by \$110,559 for a total of \$3,362,304 annually.

- 13. Annual Adjustments:** The Contract base cost, approved budget, including the Contractors fee may be adjusted for any subsequent years of the Contract in accordance with the Annual Meeting. During the Annual Meeting between the Government and the Contractor, the Contractors performance, will be reviewed. The Government will present a report card that includes the Government's assessment of Contractor performance in the areas of fleet maintenance, operations, cost/performance, Contract incentives, and other issues. The meeting shall also include a review of the Contractors cost of doing business. Escalation of the approved budget for the ensuing year shall not exceed the Bureau of Labor Statistics - Consumer Price Index (CPI) for urban consumers in the Transportation Category for Atlanta, Georgia for the most current year reporting period. Changes to the Contract resulting from the annual meeting shall be documented in an Agreement Amendment, subject to approval by the Augusta Commission.

Thank you for taking this proposal into consideration.

We look forward to continuing our partnership with the City/County Government.



If you have any questions, I can be reached any time at 281-932-5481, or email me at todd.johnson@transdev.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Johnson", with a long horizontal flourish extending to the right.

Todd Johnson

Region Vice President
Transdev Fleet Services

2025 NON CONTRACT VCA BUDGET						
Department	Org. Key	Object Code	2024 Starting Cost	3.4 % increase	Non-Contract Rate w/ 3.4% increase	Non-Contract Estimate (rounded)
MAYOR	101015410	5512111	\$ 520.00	17.68	\$ 537.68	\$ 540.00
Licensing	101015160	5512111	\$ 820.00	27.88	\$ 847.88	\$ 840.00
Procurement	101015170	5512111	\$ 1,030.00	35.02	\$ 1,065.02	\$ 1,070.00
Information Technology	101015410	5512111	\$ 820.00	27.88	\$ 847.88	\$ 850.00
Human Resources	101015510	5512111	\$ 260.00	8.84	\$ 268.84	\$ 270.00
Tax Commissioners	101015610	5512111	\$ 820.00	27.88	\$ 847.88	\$ 850.00
Tax Assessors	101015710	5512111	\$ 1,600.00	54.40	\$ 1,654.40	\$ 1,650.00
Central Services-FM-Construction Shop	101016420	5512111	\$ 44,080.00	1498.72	\$ 45,578.72	\$ 45,580.00
Central Services-FM-Records Retention	101016430	5512111	\$ 410.00	13.94	\$ 423.94	\$ 420.00
District Attorney	101021310	5512111	\$ 4,530.00	154.02	\$ 4,684.02	\$ 4,680.00
Juvenile Court	101022110	5512111	\$ 1,550.00	52.70	\$ 1,602.70	\$ 1,600.00
Marshal	101022610	5512111	\$ 24,150.00	821.10	\$ 24,971.10	\$ 24,970.00
ARCCI	101033211	5512111	\$ 12,360.00	420.24	\$ 12,780.24	\$ 12,780.00
Coroner	101036110	5512111	\$ 3,090.00	105.06	\$ 3,195.06	\$ 3,200.00
Animal Services	101039110	5512111	\$ 15,450.00	525.30	\$ 15,975.30	\$ 15,980.00
Engineering (Hwy&Street Admin)	101041110	5512111	\$ 5,150.00	175.10	\$ 5,325.10	\$ 5,330.00
Engineering-Maintenance (Rds&Walk)	101041260	5512111	\$ 65,410.00	2223.94	\$ 67,633.94	\$ 67,630.00
Engineering-Traffic Engineers	101041710	5512111	\$ 34,250.00	1164.50	\$ 35,414.50	\$ 35,410.00
Recreation-Riverwalk/Augusta Commons	101042260	5512111	\$ 4,940.00	167.96	\$ 5,107.96	\$ 5,100.00
ARCCI Cemeteries	101044950	5512111	\$ 9,270.00	315.18	\$ 9,585.18	\$ 9,590.00
Recreation	101061110	5512111	\$ 69,010.00	2346.34	\$ 71,356.34	\$ 71,360.00
Recreation-Trees & Landscape	101062411	5512111	\$ 41,300.00	1404.20	\$ 42,704.20	\$ 42,700.00
Recreation-Cemeteries	101063110	5512111	\$ 30,900.00	1050.60	\$ 31,950.60	\$ 31,950.00
Extension Services	101071211	5512111	\$ 520.00	17.68	\$ 537.68	\$ 540.00
Code Enforcement	101072910	5512111	\$ 2,880.00	97.92	\$ 2,977.92	\$ 2,980.00
Crime Victim's Assistance	207021511	5512111	\$ 520.00	17.68	\$ 537.68	\$ 540.00
911	216037110	5512111	\$ 5,150.00	175.10	\$ 5,325.10	\$ 5,330.00
Building Inspections	217072210	5512111	\$ 3,910.00	132.94	\$ 4,042.94	\$ 4,042.00
Planning Division	220016309	5512111	\$ 260.00	8.84	\$ 268.84	\$ 270.00
AHCD	221073110	5512111	\$ 2,880.00	97.92	\$ 2,977.92	\$ 2,980.00
RCSO-CID	273031210	5512111	\$ 43,780.00	1488.52	\$ 45,268.52	\$ 45,270.00
RCSO-Champs/Community Service	273031221	5512111	\$ 4,120.00	140.08	\$ 4,260.08	\$ 4,260.00
RCSO-Narcotics	273031222	5512111	\$ 59,740.00	2031.16	\$ 61,771.16	\$ 61,770.00
RCSO-Road Patrol	273031310	5512111	\$ 432,600.00	14708.40	\$ 447,308.40	\$ 447,310.00
RCSO-Training Range	273031410	5512111	\$ 28,840.00	980.56	\$ 29,820.56	\$ 29,820.00
RCSO-Administration	273032110	5512111	\$ 4,330.00	147.22	\$ 4,477.22	\$ 4,480.00
RCSO-Civil & Fugitive	273032310	5512111	\$ 23,230.00	789.82	\$ 24,019.82	\$ 24,020.00
RCSO-Jail	273032511	5512111	\$ 22,660.00	770.44	\$ 23,430.44	\$ 23,430.00
Engineering-Street Lights	276041610	5512111	\$ 15,450.00	525.30	\$ 15,975.30	\$ 15,980.00
Utilities-Administration	506043110	5512111	\$ 12,360.00	420.24	\$ 12,780.24	\$ 12,780.00
Utilities-Customer Service	506043210	5512111	\$ 31,160.00	1059.44	\$ 32,219.44	\$ 32,220.00
Utilities-Construction	506043410	5512111	\$ 309,000.00	10506.00	\$ 319,506.00	\$ 319,510.00
Utilities-Ft. Gordon	506043430	5512111	\$ 23,690.00	805.46	\$ 24,495.46	\$ 24,500.00
Utilities-RWPS	506043510	5512111	\$ 20,030.00	681.02	\$ 20,711.02	\$ 20,710.00
Utilities-Filter Plant	506043520	5512111	\$ 5,970.00	202.98	\$ 6,172.98	\$ 6,170.00
Utilities-Max Hicks Filter Plant	506043540	5512111	\$ 9,060.00	308.04	\$ 9,368.04	\$ 9,670.00
Utilities-Canal Maintenance	506043560	5512111	\$ 6,180.00	210.12	\$ 6,390.12	\$ 6,390.00
Utilities-Water Quality	506043570	5512111	\$ 2,060.00	70.04	\$ 2,130.04	\$ 213.00
Utilities-Facilities Maintenance	506043580	5512111	\$ 37,600.00	1278.40	\$ 38,878.40	\$ 38,880.00
Stormwater utility	581044320	5512111	\$ 422,300.00	14358.20	\$ 436,658.20	\$ 436,660.00
Risk Management	611015210	5512111	\$ 2,580.00	87.72	\$ 2,667.72	\$ 2,670.00
Fleet Management	626016440	5512111	\$ 5,150.00	175.10	\$ 5,325.10	\$ 5,330.00
Contractor Shop 1	626016441	5512111	\$ 2,780.00	94.52	\$ 2,874.52	\$ 2,874.52
Contractor Shop 2	626016442	5512111	\$ 2,780.00	94.52	\$ 2,874.52	\$ 2,874.52
2024 Non Contract VCA			\$ 1,915,290.00		\$ 1,980,409.86	\$ 1,978,110.00

2025 VCA Contract Estimates

Item 3.

Department	Org. Key	OBJ Code	% Assets in the fleet	1/12th Percentage	Overhead	Billing Total	# of Assets
Mayor's Office	101013110	5512110	0.084%	235.46	50.42	\$285.88	1
Licensing	101015160	5512110	0.336%	941.82	201.68	\$1,143.50	4
Procurement	101015170	5512110	0.252%	706.37	151.26	\$857.63	3
Information Technology	101015410	5512110	0.252%	706.37	151.26	\$857.63	3
Human Resources	101015510	5512110	0.084%	235.46	50.42	\$285.88	1
Tax Commissioners	101015610	5512110	0.252%	706.37	151.26	\$857.63	3
Tax Assessors	101015710	5512110	0.756%	2,119.10	453.78	\$2,572.88	9
Central Services-FM-Construction Shop	101016420	5512110	1.933%	5,415.48	1,159.66	\$6,575.14	23
Central Services-FM-Records Retention	101016430	5512110	0.084%	235.46	50.42	\$285.88	1
District Attorney	101021310	5512110	0.924%	2,590.01	554.62	\$3,144.63	11
Juvenile Courts	101022110	5512110	0.252%	706.37	151.26	\$857.63	3
Marshal	101022610	5512110	4.454%	12,479.14	2,672.27	\$15,151.41	53
ARCCI	101033211	5512110	0.840%	2,354.55	504.20	\$2,858.76	10
Coroner	101036110	5512110	0.588%	1,648.19	352.94	\$2,001.13	7
Animal Services	101039110	5512110	1.176%	3,296.38	705.88	\$4,002.26	14
Engineering	101041110	5512110	1.429%	4,002.74	857.14	\$4,859.89	17
Engineering-Maintenance	101041260	5512110	1.429%	4,002.74	857.14	\$4,859.89	17
Engineering-Traffic Engineers	101041710	5512110	2.017%	5,650.93	1,210.08	\$6,861.02	24
RCCI Cemeteries	101044950	5512110	0.336%	941.82	201.68	\$1,143.50	4
Recreation	101061110	5512110	3.193%	8,947.31	1,915.97	\$10,863.27	38
Recreation-Trees & Landscape	101062411	5512110	0.924%	2,590.01	554.62	\$3,144.63	11
Recreation-Cemeteries	101063110	5512110	0.336%	941.82	201.68	\$1,143.50	4
Extension Services	101071211	5512110	0.168%	470.91	100.84	\$571.75	2
Code Enforcement	101072910	5512110	1.176%	3,296.38	705.88	\$4,002.26	14
Crime Victim's Assistance	207021511	5512110	0.336%	941.82	201.68	\$1,143.50	4
911 Center	216037110	5512110	0.168%	470.91	100.84	\$571.75	2
Building Inspections	217072210	5512110	1.849%	5,180.02	1,109.24	\$6,289.26	22
Planning Division	220016309	5512110	0.084%	235.46	50.42	\$285.88	1
AHCD	221073110	5512110	0.420%	1,177.28	252.10	\$1,429.38	5
RCSO-CID	273031210	5512110	5.882%	16,481.88	3,529.41	\$20,011.29	70
RCSO-Champs/Community Service	273031221	5512110	0.672%	1,883.64	403.36	\$2,287.01	8
RCSO-Narcotics	273031222	5512110	2.017%	5,650.93	1,210.08	\$6,861.02	24
RCSO-Road Patrol	273031310	5512110	23.613%	66,162.98	14,168.07	\$80,331.05	281
RCSO-Training Range	273031410	5512110	3.361%	9,418.22	2,016.81	\$11,435.03	40
RCSO-Administration	273032110	5512110	1.345%	3,767.29	806.72	\$4,574.01	16
RCSO-Civil & Fugitive	273032310	5512110	2.689%	7,534.57	1,613.45	\$9,148.02	32
RCSO-Jail	273032511	5512110	3.025%	8,476.40	1,815.13	\$10,291.52	36
Engineering-Street Lights	276041610	5512110	0.336%	941.82	201.68	\$1,143.50	4
Utilities-Administration	506043110	5512110	1.429%	4,002.74	857.14	\$4,859.89	17
Utilities-Customer Service	506043210	5512110	4.370%	12,243.68	2,621.85	\$14,865.53	52
Utilities-Construction	506043410	5512110	8.739%	24,487.37	5,243.70	\$29,731.07	104
Utilities-Ft. Gordon	506043430	5512110	2.353%	6,592.75	1,411.76	\$8,004.52	28
Utilities-RWPS	506043510	5512110	0.420%	1,177.28	252.10	\$1,429.38	5
Utilities-Filter Plant	506043520	5512110	0.084%	235.46	50.42	\$285.88	1
Utilities-Max Hicks Filter Plant	506043540	5512110	0.588%	1,648.19	352.94	\$2,001.13	7
Utilities-Canal Maintenance	506043560	5512110	0.084%	235.46	50.42	\$285.88	1
Utilities-Water Quality	506043570	5512110	0.504%	1,412.73	302.52	\$1,694.45	6
Utilities-Facilities Maintenance	506043580	5512110	3.025%	8,476.40	1,815.13	\$10,291.52	36
Stormwater utility	581044320	5512110	7.647%	21,426.45	4,588.24	\$26,014.68	91
Risk Management	611015210	5512110	0.336%	941.82	201.68	\$1,143.50	4
Fleet Pool	626016440	5512110	0.840%	2,354.55	504.20	\$2,858.76	10
Shop #1	626016441	5512110	0.168%	470.91	100.84	\$571.75	2
Shop #2	626016442	5512110	0.336%	941.82	201.68	\$1,143.50	4
Totals			100.000%	280,192.00	60,000.00	\$340,192.00	1,190

# of Assets	1/12 Billing	Overhead	Annual
1,190	280,192.00	60,000.00	3,362,304.00



Administrative Services Committee Meeting

Meeting Date: 11/26/2024

HCD_ LW/B 2025 Contract Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2025.
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 homebuyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. To date, HCD (via partnership) continues impactful community developmental activities in seven (7) developmental nodes with continued focus on a Community Economic Development strategy centered around housing, commercial, retail, job creation, and a wraparound supportive service network. To facilitate the execution of our agreements/contract process, we propose the utilization of our attached Agreement/Contract procedural process (see attached).
Analysis:	<p>The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.</p> <p>Approval of the proposed procedural process will enable continued redevelopment within the Laney Walker/Bethlehem neighborhoods.</p>
Financial Impact:	Without Commission Approval of a LW/B Agreement / Contract procedural process for Calendar Year 2025, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.

Alternatives:

Do not approve HCD's LW/B Agreement/Contract procedural process request for the first quarter of Calendar Year 2025.

Item 4.

Recommendation:

Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2025.

Funds are available in the following accounts:

Not Applicable

REVIEWED AND APPROVED BY:

Procurement

Finance

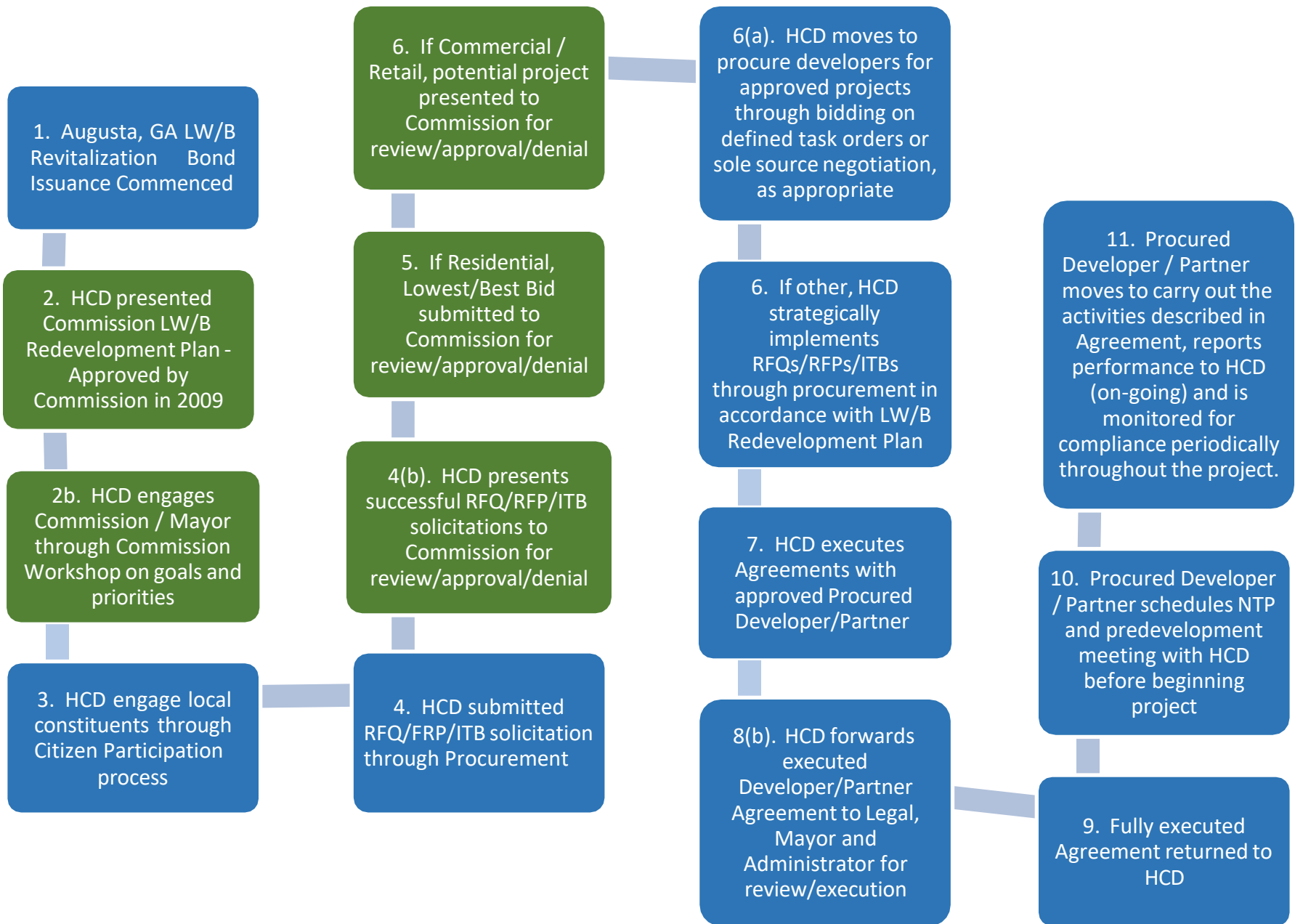
Law

Administrator

Clerk of Commission

HCD LW/B CONTRACT PROCEDURAL PROCESS FLOW CHART

Item 4.



*Green boxes denote ARC Commission Action



Administrative Services Committee Meeting

Meeting Date: 11/26/2024

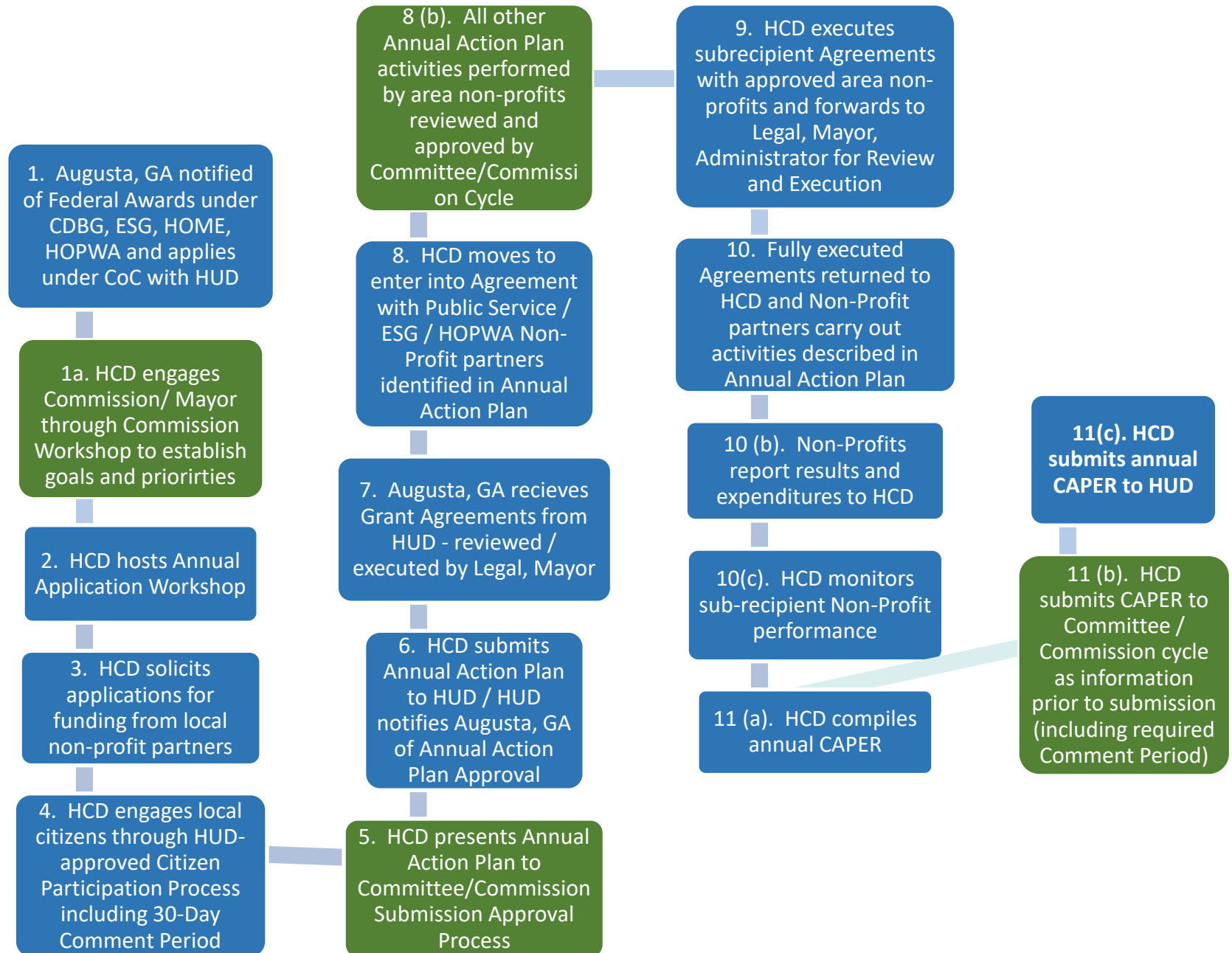
HCD_ Federal Funding Agreement Contract Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's contract procedural process relative to authorization of Agreements / Contracts / HUD Forms related to HCD's federally funded programs for calendar year 2025.
Background:	<p>Each year the Augusta, Georgia receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing & Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan. For Calendar Year 2025, Augusta's Action Plan recommends a set of projects and activities to be carried out through Partnership with local non-profits and for profit partners. To carry out these projects, HUD requires the City of Augusta to have agreements with these Partners carrying out the activities described in the Annual Action Plan. Furthermore, there are a various HUD forms / Banking Documents that only require a single authorized official signature. These documents, specifically but not limited to: a) Forms HUD-7082, and b) HUD-40093 shall be authorized for execution by the Mayor (as Augusta, Georgia's HUD Certifying Official). To facilitate the execution of agreements/contract process, HCD proposes the utilization of our attached Agreement/Contract procedural process (see attachment).</p> <p>This process does not include HCD Homebuyer Subsidy Program requests, Down Payment Assistance Program request and Rehabilitation Program, as these requests, up to \$25,000 are approved by the Administrator (approved by the Augusta Commission on 7 September 2021, Agenda Item #13).</p>

Analysis:	The submitted procedural process provides fluency and keeps the August 2024 GA Commission engaged of Housing and Community Development's (HCDs) progress and projects.
Financial Impact:	The City receives funding from the US Housing and Urban Development Department on an annual basis. Last year's HUD agreements granted the City the use of CDBG funds in the amount of \$1,745,444, HOME Investment Partnership funds in the amount of \$960,968, Emergency Solutions Grant funds in the amount of \$156,412, and Housing Opportunities for Persons with AIDS funds in the amount of \$1,028,226.
Alternatives:	Do not approve HCD's agreement/contract procedural process request.
Recommendation:	Motion to approve HCD's contract procedural process relative to authorization of Agreements / Contracts / HUD Forms related to HCD's federally funded programs for calendar year 2025.
Funds are available in the following accounts:	Not Applicable
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrator Clerk of Commission

HCD CONTRACT PROCEDURAL FLOW CHART – FEDERAL FUNDS

Item 5.



*Green boxes denote Augusta Commission Action

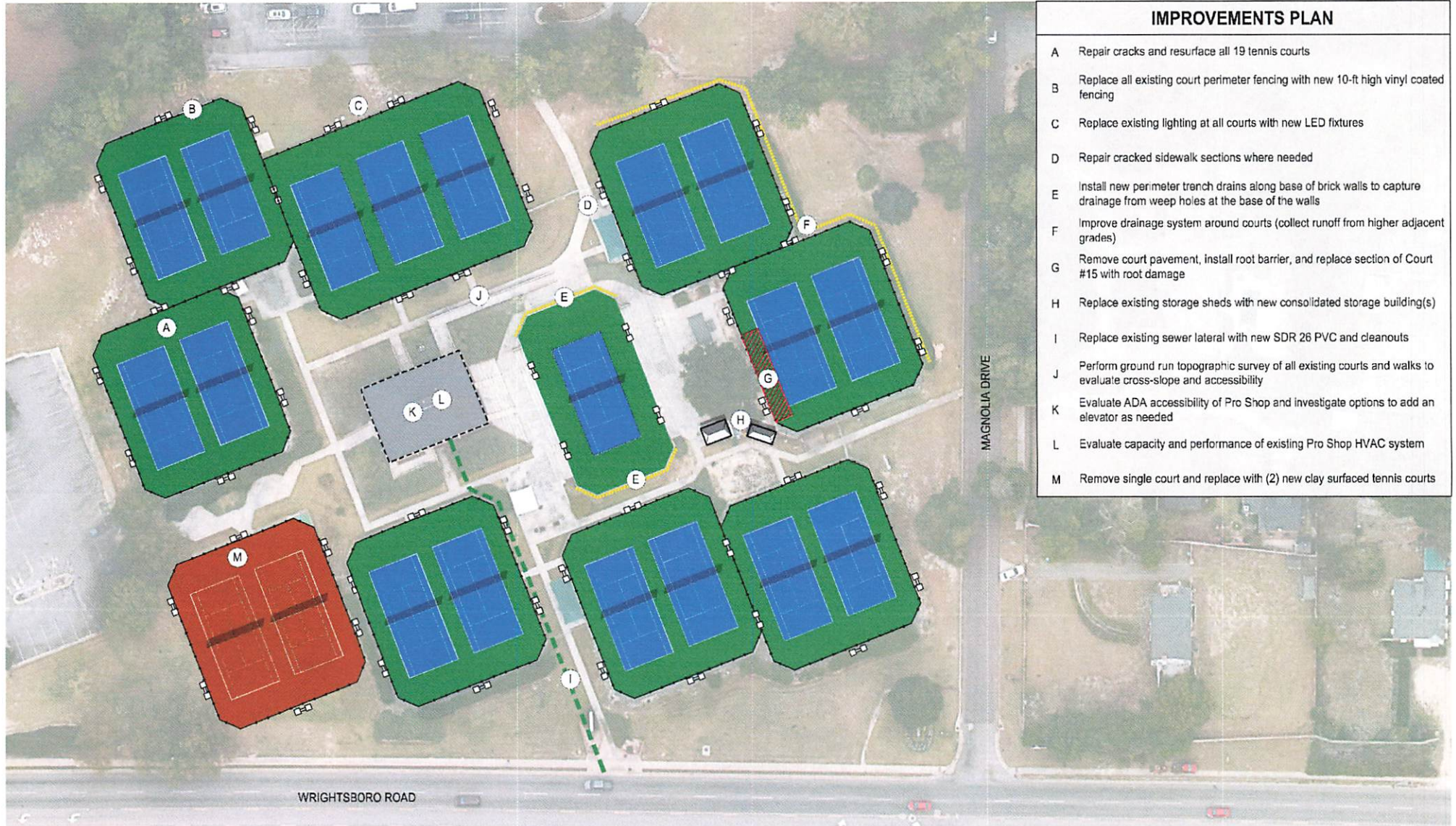


Administrative Services Committee

Meeting Date: Tuesday, November 26, 2024

Newman Tennis Center - Design Concept Plan

Department:	Parks and Recreation Department
Presenter:	Charles Jackson and Ron Lampkin
Caption:	Approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process.
Background:	Newman Tennis Center is an approved SPLOST 8 Improvements Project. Phase I of this project will consist of repairing and resurfacing eighteen (18) existing tennis courts, replacing all perimeter all perimeter fencing with new 10-foot high vinyl coated fencing, repair sidewalks, replace lighting with LED fixtures, improve existing stormwater drainage system, repair court due to root damages, replace existing storage sheds with a new consolidated storage building, improve sanitary sewer lateral(s), improve court cross-slopes, further evaluate ADA accessibility of Pro Shop and investigate options to add an elevator, and evaluate capacity and performance of existing Pro Shop HVAC system.
Analysis:	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Newman Tennis Center was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 6 to 9 months.
Financial Impact:	Adequate funds have been budgeted and available through SPLOST 8 for design and construction. \$4,000,000.00
Alternatives:	Do not approve the Design Concept Plan for Newman Tennis Center, and risk delaying proposed construction schedule for 2024-25.
Recommendation:	Approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process.
Funds are available in the following accounts:	SPLOST VIII - Newman Tennis Center \$4,000,000.00



Augusta Parks and Recreation Newman Tennis Center- Proposed Improvements

Augusta, GA
 January 2024





Administrative Services Committee Meeting

Meeting Date: 11/26/2024

HCD_FY2024 Continuum of Care Application Submission Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to Approve the submission of the FY2024 CoC Application to HUD, and grant the Mayor the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR).
Background:	Each year, the City of Augusta's Housing & Community Development (HCD) Department applies to HUD through an annual Notice of Funding Availability (NOFA) for the Continuum of Care Programs. This application is not an Entitlement Grant but a competitive application process. These funds are used to support the Homeless Information Management System (HMIS), for administrative services, supplies and to provide technical support to the City of Augusta's collaborating homeless service agencies. This grant renews each year for the same time and amount, October 1 to September 30 (HMIS Program - \$184,475). Additionally, HCD will be renewing COC project that was first awarded in the FY2021 NOFO competition (CoC Program - \$135,480) and the CoC Planning Project (\$106,248). There are two (2) additional renewal projects and one (1) New Project Applications from Partner Agencies as a part of the Augusta, Georgia Continuum of Care for local non-profit agencies. These new and renewal partner agency applications and agreements are administered directly between HUD and the respective non-profit agencies and only require execution by the Mayor of a Certification of Consistency with the Consolidated Plan (HUD-2991) to meet submission requirements set forth by HUD. The authority to sign these Certifications of Consistency with Augusta's HUD-approved Consolidated Plan is requested and approved by Commission as part of each year's Annual Action Plan submission approval.

Analysis:

Approval will allow Augusta, GA in partnership with local non-profit community Partner Agencies, to continue providing these comprehensive services to the homeless population of Augusta-Richmond County.

Financial Impact:

These are additional grant funds awarded by HUD through a competitive application process to the City of Augusta, through HCD, for continued operation of the following programs:

1. Homeless Information Management System (HMIS) intake and assessment (\$184,475)
2. Augusta CoC Planning Project (\$106,248)

There are one (1) additional projects funded through this application for renewal by the following Homeless Task Force Partner Agencies:

1. Georgia Housing and Finance Authority, in partnership with CSRA EOA, for Permanent Supportive Housing Program (\$135,480)

Total Funding: \$426,203

Total Cash Match: \$76,563

Alternatives:

Deny HCD's request to submit this application and decline funding for the local Homeless Information Management System (HMIS), Rapid Rehousing and CoC Planning project and four (4) additional Partner Agency projects.

Recommendation:

Motion to Approve the submission of the FY2024 CoC Application to HUD, and grant the Mayor the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR).

Funds are available in the following accounts:

Not Applicable

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

1A. Continuum of Care (CoC) Identification

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1A-1. CoC Name and Number: GA-504 - Augusta-Richmond County CoC

1A-2. Collaborative Applicant Name: Augusta, Georgia

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Augusta, Georgia

Applicant: Augusta CoC

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1B. Coordination and Engagement–Inclusive Structure and Participation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

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- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1B-1.	Inclusive Structure and Participation–Participation in Coordinated Entry.
	NOFO Sections V.B.1.a.(1), V.B.1.e., V.B.1f., and V.B.1.p.
	In the chart below for the period from May 1, 2023 to April 30, 2024:
1.	select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC's coordinated entry system; or
2.	select Nonexistent if the organization does not exist in your CoC's geographic area:

	Organization/Person	Participated In CoC Meetings	Voted, Including Electing CoC Board Members	Participated in CoC's Coordinated Entry System
1.	Affordable Housing Developer(s)	Yes	Yes	No
2.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
3.	Disability Advocates	Yes	Yes	No
4.	Disability Service Organizations	Yes	Yes	No
5.	EMS/Crisis Response Team(s)	Yes	No	No
6.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
7.	Hospital(s)	Yes	No	No
8.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent	No	No
9.	Law Enforcement	Yes	Yes	Yes
10.	Lesbian, Gay, Bisexual, Transgender (LGBTQ+) Advocates	Yes	Yes	Yes
11.	LGBTQ+ Service Organizations	Yes	No	No
12.	Local Government Staff/Officials	Yes	Yes	Yes
13.	Local Jail(s)	No	No	No
14.	Mental Health Service Organizations	Yes	Yes	Yes
15.	Mental Illness Advocates	Yes	Yes	No
16.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	Yes

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17.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	No
18.	Organizations led by and serving people with disabilities	Yes	Yes	No
19.	Other homeless subpopulation advocates	Yes	Yes	Yes
20.	Public Housing Authorities	Yes	Yes	Yes
21.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
22.	Street Outreach Team(s)	Yes	Yes	Yes
23.	Substance Abuse Advocates	Yes	Yes	No
24.	Substance Abuse Service Organizations	Yes	Yes	Yes
25.	Agencies Serving Survivors of Human Trafficking	Nonexistent	No	No
26.	Victim Service Providers	Yes	Yes	Yes
27.	Domestic Violence Advocates	Yes	Yes	Yes
28.	Other Victim Service Organizations	Nonexistent	No	No
29.	State Domestic Violence Coalition	Yes	No	No
30.	State Sexual Assault Coalition	No	No	No
31.	Youth Advocates	Yes	Yes	Yes
32.	Youth Homeless Organizations	Yes	Yes	Yes
33.	Youth Service Providers	Yes	Yes	Yes
	Other: (limit 50 characters)			
34.				
35.				

By selecting "other" you must identify what "other" is.

1B-1a.	Experience Promoting Racial Equity.	
	NOFO Section III.B.3.c.	

Describe in the field below your CoC's experience in effectively addressing the needs of underserved communities, particularly Black and Brown communities, who are substantially overrepresented in the homeless population.

(limit 2,500 characters)

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The GA-504 CoC is dedicated to addressing the needs of underserved Black and Brown communities disproportionately impacted by homelessness.

Through targeted outreach, data-driven strategies, and culturally competent service delivery, the CoC works to reduce racial disparities and increase equitable access to housing and support services.

Outreach and Community Engagement: The GA-504 CoC conducts focused outreach in areas with high Black and Brown populations, forming partnerships with local organizations, faith groups, and cultural centers trusted within these communities. These partnerships allow outreach teams, often including peer advocates, to connect with underserved individuals and ensure they are aware of available resources.

Data-Driven Needs Assessment: The CoC uses annual Point-in-Time counts and demographic analyses to identify and address racial disparities in homelessness. By conducting racial equity studies and focusing on neighborhoods with the greatest need, the GA-504 CoC aligns its resources to support Black and Brown populations more effectively.

Culturally Competent Services: To reduce service barriers, the GA-504 CoC emphasizes cultural competence in its programs, incorporating cultural awareness training for staff and tailoring services to meet diverse needs.

Collaborating with organizations well-known in Black and Brown communities, the CoC ensures that its services are accessible, respectful, and inclusive.

Housing-Focused Interventions: The GA-504 CoC prioritizes rapid rehousing, permanent supportive housing, and transitional housing programs, particularly for Black and Brown residents experiencing homelessness. By focusing on stable housing options, the CoC supports long-term housing security and mitigates the overrepresentation of these groups in homelessness.

Employment and Economic Empowerment: The CoC provides job training, education, and workforce programs aimed at addressing employment barriers and promoting financial stability for Black and Brown communities. Working alongside local workforce development agencies, the CoC connects participants with job opportunities critical for maintaining housing stability.

Health and Behavioral Health Support: Recognizing the health disparities that impact Black and Brown homeless populations, the GA-504 CoC partners with local clinics and nonprofits to provide mental health and substance abuse services that are culturally sensitive and responsive to community needs.

1B-2. Open Invitation for New Members.

NOFO Section V.B.1.a.(2)

Describe in the field below how your CoC:

1. communicated a transparent invitation process annually (e.g., communicated to the public on the CoC's website) to solicit new members to join the CoC;
2. ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats; and
3. invited organizations serving culturally specific communities experiencing homelessness in your CoC's geographic area to address equity (e.g., Black, Latino, Indigenous, LGBTQ+, and persons with disabilities).

(limit 2,500 characters)

Applicant: Augusta CoC

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The CoC solicits and considers opinions from a broad array of organizations and individuals by conducting open, public meetings for general membership, and all subcommittees and work groups. Notice of general meetings is emailed in advance to over 200 individuals and organizations with knowledge, capacity and a dedicated mission to reduce homelessness in the community. These open meetings encourage the free flow of ideas for improvements and new approaches to prevent and end homelessness in Richmond County. Our meetings are forums where we receive input from agencies and share information regarding policy and advocacy/action updates from committees. This allows the CoC to actively engage partners in the work of the committee level of the CoC. During CoC meetings, information is shared and received from partner agencies and community resources via the planned agenda and open call for information before adjourning. The CoC also hosts at least one public meeting for the City of Augusta's Annual AP/CP engagement process. Using these forums, information is regularly obtained to identify any service gaps experienced in the community as well as providing open dialogue on identifying available resources that can be leveraged to benefit the homeless populations of our service area. The CoC works to ensure information is available to everyone, regardless of disability. Most communications are made electronically and in PDF format if presented as an attachment. Coordinated Entry contact includes TTY accessibility or the hearing impaired or those who have difficulty speaking. We utilize online formats for communication through a landing page on the City of Augusta website and utilize and continue to improve communication via social media, most recently upgrading the CoC's Facebook presence from a group to an organizational page.

1B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness.	
	NOFO Section V.B.1.a.(3)	

	Describe in the field below how your CoC:
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness, or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information;
3.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats; and
4.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

(limit 2,500 characters)

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1B-4.	Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding.	
	NOFO Section V.B.1.a.(4)	
	Describe in the field below how your CoC notified the public:	
	1. that your CoC will consider project applications from organizations that have not previously received CoC Program funding;	
	2. about how project applicants must submit their project applications—the process;	
	3. about how your CoC would determine which project applications it would submit to HUD for funding; and	
	4. ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats.	

(limit 2,500 characters)

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Any organization that is a participating member of the CoC as defined in the charter may apply for CoC funding, including entities that haven't previously received CoC funds. Partner agencies wishing to submit an application proposal must submit by the noted deadline in eSnaps and must participate in the completion of the Community application. As part of the FY2024/2025 CoC Competition, the funding opportunity was communicated to the public through publication in Augusta's recognized legal organ, the Augusta Chronicle referencing the subsequent NOFA information session for prospective applicants held at the monthly Homeless Task Force Meeting. The CA then announced the opportunity during the July quarterly CoC meeting and subsequent Augusta, GA Con Plan public meeting on July 28, 2024. Additional notifications were made through distribution list mailings, social media and online posts. Prospective applicants were briefed on eligibility as it related to new projects, priorities, performance expectations and submission requirements at the information session at the HTF Monthly meeting.

The GA-504 CoC makes every effort to ensure information is made available to everyone, regardless of disability. Most communications are made electronically and in PDF format if presented as an attached document. We utilize online formats for communication through a landing page on the City of Augusta website and utilize and continue to improve communication via social media, most recently upgrading the CoC's Facebook presence from a group to an organizational page.

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1C. Coordination and Engagement

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- Frequently Asked Questions

1C-1.	Coordination with Federal, State, Local, Private, and Other Organizations.	
	NOFO Section V.B.1.b.	
	In the chart below:	
	1. select yes or no for entities listed that are included in your CoC's coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or	
	2. select Nonexistent if the organization does not exist within your CoC's geographic area.	

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with the Planning or Operations of Projects?
1.	Funding Collaboratives	Yes
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Yes
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes
12.	Organizations led by and serving LGBTQ+ persons	Yes
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	Yes
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	No
	Other:(limit 50 characters)	
18.		

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1C-2.	CoC Consultation with ESG Program Recipients.	
	NOFO Section V.B.1.b.	

In the chart below select yes or no to indicate whether your CoC:

1.	Consulted with ESG Program recipients in planning and allocating ESG Program funds?	Yes
2.	Provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area?	Yes
3.	Ensured local homelessness information is communicated and addressed in the Consolidated Plan updates?	Yes
4.	Coordinated with ESG recipients in evaluating and reporting performance of ESG Program recipients and subrecipients?	Yes

1C-3.	Ensuring Families are not Separated.	
	NOFO Section V.B.1.c.	

Select yes or no in the chart below to indicate how your CoC ensures emergency shelter, transitional housing, and permanent housing (PSH and RRH) do not deny admission or separate family members regardless of each family member's self-reported sexual orientation and gender identity:

1.	Conducted mandatory training for all CoC- and ESG-funded service providers to ensure families are not separated?	No
2.	Conducted optional training for all CoC- and ESG-funded service providers to ensure family members are not separated?	Yes
3.	Worked with CoC and ESG recipient(s) to adopt uniform anti-discrimination policies for all subrecipients?	Yes
4.	Worked with ESG recipient(s) to identify both CoC- and ESG-funded facilities within your CoC's geographic area that might be out of compliance and took steps to work directly with those facilities to bring them into compliance?	Yes
5.	Sought assistance from HUD by submitting questions or requesting technical assistance to resolve noncompliance by service providers?	Yes

1C-4.	CoC Collaboration Related to Children and Youth—SEAs, LEAs, School Districts.	
	NOFO Section V.B.1.d.	

Select yes or no in the chart below to indicate the entities your CoC collaborates with:

1.	Youth Education Provider	Yes
2.	State Education Agency (SEA)	No
3.	Local Education Agency (LEA)	Yes
4.	School Districts	Yes

1C-4a.	Formal Partnerships with Youth Education Providers, SEAs, LEAs, School Districts.	
	NOFO Section V.B.1.d.	

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Describe in the field below the formal partnerships your CoC has with at least one of the entities where you responded yes in question 1C-4.

(limit 2,500 characters)

1C-4b. Informing Individuals and Families Who Have Recently Begun Experiencing Homelessness about Eligibility for Educational Services.

NOFO Section V.B.1.d.

Describe in the field below written policies and procedures your CoC uses to inform individuals and families who have recently begun experiencing homelessness of their eligibility for educational services.

(limit 2,500 characters)

To inform households who become homeless of eligibility for education services, the CoC developed and adopted policies and procedures noted within the written standards. Many individual CoC agencies have their own policies and programs for linking clients with educational services. These ensure all households are informed of their rights to access educational services and are supported in accessing these services. CoC policy requires providers to 1) designate a specialized staff person to provide direct educational supports to families who move into permanent housing from shelter as well as 2) designate staff to support families in shelter with ensuring there is no disruption in current education services. The staff person is expected to connect and work with both the families and the school system to ensure the most appropriate services are made available to households and that they are able to overcome any barriers to accessing educational services, including issues with transportation. For example, local shelter staff and supportive housing case managers are required to coordinate with local McKinney-Vento Liaisons in the families' existing school district to coordinate transportation services and ongoing enrollment for children in households experiencing homelessness.

1C-4c. Written/Formal Agreements or Partnerships with Early Childhood Services Providers.

NOFO Section V.B.1.d.

Select yes or no in the chart below to indicate whether your CoC has written formal agreements or partnerships with the listed providers of early childhood services:

	MOU/MOA	Other Formal Agreement
1. Birth to 3 years	No	No
2. Child Care and Development Fund	No	No
3. Early Childhood Providers	No	Yes
4. Early Head Start	No	Yes
5. Federal Home Visiting Program—(including Maternal, Infant and Early Childhood Home and Visiting or MIECHV)	No	No
6. Head Start	Yes	Yes
7. Healthy Start	No	No

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8.	Public Pre-K	No	No
9.	Tribal Home Visiting Program	No	No
	Other (limit 150 characters)		
10.			

1C-5.	Addressing Needs of Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking—Collaboration with Federally Funded Programs and Victim Service Providers.
	NOFO Section V.B.1.e.

In the chart below select yes or no for the organizations your CoC collaborates with:

	Organizations	
1.	State Domestic Violence Coalitions	Yes
2.	State Sexual Assault Coalitions	Yes
3.	Anti-trafficking Service Providers	No
	Other Organizations that Help this Population (limit 500 characters)	
4.		

1C-5a.	Collaborating with Federally Funded Programs and Victim Service Providers to Address Needs of Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	

Describe in the field below how your CoC regularly collaborates with organizations that you selected yes to in Question 1C-5 to:

1.	update CoC-wide policies; and
2.	ensure all housing and services provided in the CoC's geographic area are trauma-informed and can meet the needs of survivors.

(limit 2,500 characters)

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Local CoC partners with subject matter expertise on victim services, SafeHomes of Augusta; Rape Crisis and Sexual Assault Services; and Intimate Partner Violence, strive to conduct partner training at least annually at regular, quarterly, full body CoC meetings. To ensure adherence to best practices, the focus of the training is partly to raise awareness of the impact of trauma on survivors of domestic violence, their functioning, and their ability to engage with services. Moreover, the CoC area project staff is educated about the principles of trauma-informed care with an emphasis on their implementation in the safety and planning protocols in order to enhance effectiveness of programs and facilitate a victim-centered approach to both program planning and service provision. Additionally, annual training is conducted with CE staff to ensure that interactions with clients experiencing domestic violence reflect trauma-informed philosophy, prevent re-traumatization, foster sense of safety, and empower clients to move toward engagement with community resources while establishing autonomy and independence. Consequently, the training's trauma informed focus aids in identifying domestic violence victims, developing effective safety plans, and connecting them to the local domestic violence provider where they are able to gain access to further services, such as legal advocacy, financial assistance, counseling, and case management. The information of the identified clients is not entered into HMIS for safety reasons. The CoC's DV provider uses an HMIS comparable database for data collection and client service record retention. Particular importance is placed on early involvement of domestic violence advocates and service providers with domestic violence victims to ensure continuum of care and immediate access to safety and wellness enhancing services.

1C-5b.	Implemented Safety Planning, Confidentiality Protocols in Your CoC's Coordinated Entry to Address the Needs of Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
NOFO Section V.B.1.e.		
Describe in the field below how your CoC's coordinated entry addresses the needs of DV survivors by including:		
1.	safety planning protocols; and	
2.	confidentiality protocols.	

(limit 2,500 characters)

1C-5c.	Coordinated Annual Training on Best Practices to Address the Needs of Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
NOFO Section V.B.1.e.		
In the chart below, indicate how your CoC facilitates training for project staff and coordinated entry staff that addresses best practices on safety planning and confidentiality protocols:		

	Project Staff	Coordinated Entry Staff
1. Training Occurs at least annually?	Yes	Yes
2. Incorporates Trauma Informed best practices?	Yes	Yes
3. Incorporates Survivor-Centered best practices?	Yes	Yes

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4.	Identifies and assesses survivors' individual safety needs?	Yes	Yes
5.	Enhances and supports collaboration with DV organizations?	Yes	Yes
6.	Ensures survivors' rights, voices, and perspectives are incorporated?	Yes	Yes
	Other? (limit 500 characters)		
7.			

&nbsp;

1C-5d.	Implemented VAWA-Required Written Emergency Transfer Plan Policies and Procedures for Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	

Describe in the field below:

1.	whether your CoC's written policies and procedures include an emergency transfer plan;
2.	how your CoC informs all households seeking or receiving CoC Program assistance about their rights to an emergency transfer;
3.	what your CoC requires households to do to request emergency transfers; and
4.	what your CoC does in response to households requesting emergency transfers.

(limit 2,500 characters)

While the GA-504 CoC's CE implementation is designed to meet the needs of victims of violence accessing services through both victim service providers and providers with services that are not specific to victims, it is the policy of the GA-504 CoC to communicate to all clients, irrespective of acknowledged survivor status, the emergency transfer plan policy and procedure for requesting an emergency transfer. The plan is in compliance with and explanatory of the requirements of VAWA and explains who is eligible for an emergency transfer, documentation needed to request an emergency transfer, privacy and confidentiality protections and how an emergency transfer may occur and guidance to clients on safety and security. The CE process is designed to ensure both safety and confidentiality by the decision of the CoC to appoint SafeHomes of Augusta as CE Lead for DV clients. Assessments conducted by CE staff will explore every possibility of a participant attempting to flee domestic violence, concerned for their safety, victim of stalking and any related violence. In such cases, the following will occur:

- Assessor will ensure that there is not an immediate threat to a participant's safety. If one exists, law enforcement will be contacted
- Participants are offered an immediate referral to DV-specific resources
- Households may choose to complete an assessment and receive services via the CE project or can receive an immediate referral to a DV specific agency
- If being assessed by a DV specific agency, participant information will not be entered into HMIS. De-identified information (DV comparable database, client key, VI-SPDAT score, family size, veteran status, and chronicity) will be added to the supplemental prioritization list. Lead agency will follow the standard assessment, prioritization, and referral process. CE staff are responsible for ensuring that participants are not denied access to the CE process on the basis that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

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1C-5e.	Facilitating Safe Access to Housing and Services for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	

Describe in the field below how your CoC ensures households experiencing trauma or a lack of safety related to fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking have safe access to all of the housing and services available within your CoC's geographic area.

(limit 2,500 characters)

The CoC DV Lead agency, SafeHomes of Augusta, operates an emergency shelter to immediately house victims/survivors. While in shelter, all necessities are made available to assist clients such as clothing, toiletries and food. During the sheltering process, once immediate needs are addressed, the CoC DV Lead Agency works through the CE referral process to ensure that survivors of violence have access to all the housing & services available w/in the CoC's geographic area. All household referrals to CE, regardless of who is making the referral, are automatically placed on the prioritization list for each project type w/in the CoC, including RRH, PSH and other program placements, as available. The GA-504 CoC's HMIS Lead also invested funds to create a comparable non-HMIS database for referral & prioritization list for those fleeing/attempting to flee DV. The Non-HMIS system allows agencies to create unique id for referrals & the id of the client belongs only to the referring agency. The highest prioritized by project type is offered to the client for program enrollment, regardless of which list they were on. While being a survivor of DV may create additional opps for certain housing & services only available to that subpopulation (such as DV RRH), it will never prevent a client from accessing all the other available housing & services they are eligible for & wish to pursue. All CE participating agencies work to achieve responsive & streamlined access to services; cooperate to use available resources to achieve the best possible housing outcomes; & work diligently to match interventions w/household needs, strengths & wishes. Compliance w/CE is required for all ESG/CoC funded agencies & many others chose to use the system.

Shelter advocates are specially trained to assist clients on a daily basis and encourage them along their journey through case management, parenting classes, job skills training and more. For up to 30 days in shelter, the DV Lead works to help clients obtain permanent, safe and affordable housing, including a means of financial support as well as to help identify and overcome any other barriers faced upon exit. After exiting to permanent housing, clients receive quarterly follow up and support for up to one year to ensure continued safety and success, with continued encouragement to attend support group, counseling or life skills classes as needed.

1C-5f.	Identifying and Removing Barriers for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC ensures survivors receive safe housing and services by:	
	1. Identifying barriers specific to survivors; and	
	2. working to remove those barriers.	

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(limit 2,500 characters)

The CoC DV Lead agency, SafeHomes of Augusta, operates an emergency shelter to immediately house victims/survivors. While in shelter, all necessities are made available to assist clients such as clothing, toiletries and food. During the sheltering process, once immediate needs are addressed, the CoC DV Lead Agency works through the CE referral process to ensure that survivors of violence have access to all the housing & services available w/in the CoC's geographic area.

All household referrals to CE, regardless of who is making the referral, are automatically placed on the prioritization list for each project type w/in the CoC, including RRH, PSH and other program placements, as available. The GA-504 CoC's HMIS Lead also invested funds to create a comparable non- HMIS database for referral & prioritization list for those fleeing/attempting to flee DV. The Non-HMIS system allows agencies to create unique id for referrals & the id of the client belongs only to the referring agency. The highest prioritized by project type is offered to the client for program enrollment, regardless of which list they were on. While being a survivor of DV may create additional opps for certain housing & services only available to that subpopulation (such as DV RRH), it will never prevent a client from accessing all the other available housing & services they are eligible for & wish to pursue. All CE participating agencies work to achieve responsive & streamlined access to services; cooperate to use available resources to achieve the best possible housing outcomes; & work diligently to match interventions w/household needs, strengths & wishes. Compliance w/CE is required for all ESG/CoC funded agencies & many others chose to use the system.

Shelter advocates are specially trained to assist clients on a daily basis and encourage them along their journey through case management, parenting classes, job skills training and more. For up to 30 days in shelter, the DV Lead works to help clients obtain permanent, safe and affordable housing, including a means of financial support as well as to help identify and overcome any other barriers faced upon exit. After exiting to permanent housing, clients receive quarterly follow up and support for up to one year to ensure continued safety and success, with continued encouragement to attend support group, counseling or life skills classes as needed.

1C-6.	Addressing the Needs of Lesbian, Gay, Bisexual, Transgender and Queer+—Anti-Discrimination Policy and Equal Access Trainings.	
	NOFO Section V.B.1.f.	

1.	Did your CoC implement a written CoC-wide anti-discrimination policy ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination?	Yes
2.	Did your CoC conduct annual CoC-wide training with providers on how to effectively implement the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Final Rule)?	No
3.	Did your CoC conduct annual CoC-wide training with providers on how to effectively implement Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs (Gender Identity Final Rule)?	No

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1C-6a.	Anti-Discrimination Policy—Updating Policies—Assisting Providers—Evaluating Compliance—Addressing Noncompliance.	
	NOFO Section V.B.1.f.	
	Describe in the field below:	
	1. how your CoC regularly collaborates with LGBTQ+ and other organizations to update its CoC-wide anti-discrimination policy, as necessary to ensure all housing and services provided in the CoC are trauma-informed and able to meet the needs of LGBTQ+ individuals and families;	
	2. how your CoC assisted housing and services providers in developing project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy;	
	3. your CoC's process for evaluating compliance with your CoC's anti-discrimination policies; and	
	4. your CoC's process for addressing noncompliance with your CoC's anti-discrimination policies.	

(limit 2,500 characters)

The GA-504 CoC updates its CoC-wide anti-discrimination policies, as necessary, based on stakeholder feedback. Additionally, all CoC policies will be reviewed in the next 6 mo by the new Executive Board, with a specific lens focused on DEI and anti-discrimination. Each CoC Committee is asked for feedback, input & recommendations. In 2020, the CoC approved 2 CoC-wide project-level anti-discrimination policies that mirror fed policy: involuntary Family Separation & Non-Discrimination and Equal Access & Gender Identity Rule, in line with HUD expectation. Complimentary verbiage was added to the CoC's Governance Charter, Written Standards and CE Policy & Procedures Manual as well. All HUD funded agencies are required to comply w/project-level policies & CE requirements and processes. Access to services, shelter & housing shall be free from discrimination including protections against splitting households based on composition; denying based on gender, age or familial status; & asking for proof or inquiries. Agencies must use appropriate, inclusive language in materials & other policy docs; ensure all clients understand their right to equal access, including privacy rights; be serviced in accordance with their gender identity; implement an anti-harassment policy, ensure a private space for intake/data collection; & include confidentiality practices to keep transgender status confidential. Agencies must create a formal grievance process that is rapid, thorough and openly transparent. The CoC assists partnering agencies with creating anti-discrimination policies consistent w/CoC-wide policies by requiring agencies to adopt the CoC-wide policies into their program procedures; hosting trainings on fair housing, adherence to the equal access & gender identity final rules and anti-discrimination and offer TA to address compliance concerns. The CoC evaluates compliance w/CoC's antidiscrimination policies & CE verbiage by conducting desk & in person monitoring of project every other year. Monitoring includes reviewing policies, procedure manuals, client files & interviewing program staff. The CoC addresses noncompliance w/CoC's anti-discrimination policy by issuing findings & required corrective action, which can include training & oversight. Failure to correct or repetitive noncompliance can result in loss of funding, removal of good standing status w/CoC & notification to other funders and interested parties.

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1C-7.	Public Housing Agencies within Your CoC's Geographic Area—New Admissions—General/Limited Preference—Moving On Strategy.	
	NOFO Section V.B.1.g.	

You must upload the PHA Homeless Preference/PHA Moving On Preference attachment(s) to the 4B. Attachments Screen.

Enter information in the chart below for the two largest PHAs highlighted in gray on the current CoC-PHA Crosswalk Report or the two PHAs your CoC has a working relationship with—if there is only one PHA in your CoC's geographic area, provide information on the one:

Public Housing Agency Name	Enter the Percent of New Admissions into Public Housing or Housing Choice Voucher Program During FY 2023 who were experiencing homelessness at entry	Does the PHA have a General or Limited Homeless Preference?	Does the PHA have a Preference for current PSH program participants no longer needing intensive supportive services, e.g., Moving On?
		Yes-Both	Yes

You must enter information for at least 1 row in question 1C-7.

1C-7a.	Written Policies on Homeless Admission Preferences with PHAs.	
	NOFO Section V.B.1.g.	

Describe in the field below:

1.	steps your CoC has taken, with the two largest PHAs within your CoC's geographic area or the two PHAs your CoC has working relationships with, to adopt a homeless admission preference—if your CoC only has one PHA within its geographic area, you may respond for the one; or
2.	state that your CoC has not worked with the PHAs in its geographic area to adopt a homeless admission preference.

(limit 2,500 characters)

In years past, CoC partner agencies and CA staff struggled to develop a relationship with the local PHA. Numerous invitations to participate often went unanswered and there was not a referral relationship between CoC providers and the local PHA. CE staff worked to continue to assist clients with completing the application process for open waiting lists. The GA-504 CoC has made great strides recently with collaborating with the Augusta Housing Authority (AHA). AHA has committed to a dedicated staff person that will regularly attend CoC meetings and is working to become a member of the CoC. Collaboration with AHA has also resulted in identification of homeless or previously homeless households who ultimately receive benefits through public housing or the HCV program and the development of preference policies that are more aligned with the needs of persons experiencing housing instability in the local community through the coordinated entry process. In addition, the AHA has committed resources, both personnel and financial, to the annual PIT count and is actively working on development of a formal relationship with the GA-504 CoC.

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1C-7b.	Moving On Strategy with Affordable Housing Providers.	
	Not Scored--For Information Only	

Select yes or no in the chart below to indicate affordable housing providers in your CoC's jurisdiction that your recipients use to move program participants to other subsidized housing:

1.	Multifamily assisted housing owners	No
2.	PHA	Yes
3.	Low Income Housing Tax Credit (LIHTC) developments	Yes
4.	Local low-income housing programs	No
	Other (limit 150 characters)	
5.		

1C-7c.	Include Units from PHA Administered Programs in Your CoC's Coordinated Entry.	
	NOFO Section V.B.1.g.	

In the chart below, indicate if your CoC includes units from the following PHA programs in your CoC's coordinated entry process:

1.	Emergency Housing Vouchers (EHV)	Yes
2.	Family Unification Program (FUP)	No
3.	Housing Choice Voucher (HCV)	Yes
4.	HUD-Veterans Affairs Supportive Housing (HUD-VASH)	Yes
5.	Mainstream Vouchers	Yes
6.	Non-Elderly Disabled (NED) Vouchers	Yes
7.	Public Housing	Yes
8.	Other Units from PHAs:	

1C-7d.	Submitting CoC and PHA Joint Applications for Funding for People Experiencing Homelessness.	
	NOFO Section V.B.1.g.	

1.	Did your CoC coordinate with a PHA(s) to submit a competitive joint application(s) for funding or jointly implement a competitive project serving individuals or families experiencing homelessness (e.g., applications for mainstream vouchers, Family Unification Program (FUP), other programs)?	No
		Program Funding Source
2.	Enter the type of competitive project your CoC coordinated with a PHA(s) to submit a joint application for or jointly implement.	

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1C-7e.	Coordinating with PHA(s) to Apply for or Implement HCV Dedicated to Homelessness Including Emergency Housing Voucher (EHV).	
	NOFO Section V.B.1.g.	
	Did your CoC coordinate with any PHA to apply for or implement funding provided for Housing Choice Vouchers dedicated to homelessness, including vouchers provided through the American Rescue Plan?	Yes

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1D. Coordination and Engagement Cont'd

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1D-1.	Preventing People Transitioning from Public Systems from Experiencing Homelessness.	
	NOFO Section V.B.1.h.	

Select yes or no in the chart below to indicate whether your CoC actively coordinates with the public systems listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.

1.	Prisons/Jails?	Yes
2.	Health Care Facilities?	Yes
3.	Residential Care Facilities?	No
4.	Foster Care?	Yes

1D-2.	Housing First—Lowering Barriers to Entry.	
	NOFO Section V.B.1.i.	

1.	Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe Haven, and Transitional Housing projects your CoC is applying for in FY 2024 CoC Program Competition.	2
2.	Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe Haven, and Transitional Housing projects your CoC is applying for in FY 2024 CoC Program Competition that have adopted the Housing First approach.	2
3.	This number is a calculation of the percentage of new and renewal PSH, RRH, SSO non-Coordinated Entry, Safe Haven, and Transitional Housing projects the CoC has ranked in its CoC Priority Listing in the FY 2024 CoC Program Competition that reported that they are lowering barriers to entry and prioritizing rapid placement and stabilization to permanent housing.	100%

1D-2a.	Project Evaluation for Housing First Compliance.	
	NOFO Section V.B.1.i.	

You must upload the Housing First Evaluation attachment to the 4B. Attachments Screen.

Describe in the field below:

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1.	how your CoC evaluates every project—where the applicant checks Housing First on their project application—to determine if they are using a Housing First approach;
2.	the list of factors and performance indicators your CoC uses during its evaluation;
3.	how your CoC regularly evaluates projects outside of your local CoC competition to ensure the projects are using a Housing First approach; and
4.	what your CoC has done to improve fidelity to Housing First.

(limit 2,500 characters)

In the CoC competition, the GA-504 CoC required all renewal & new projects to fully commit to the HF approach & check HF related boxes in the project app. These apps are reviewed for consistency & commitment to Housing First. To ensure compliance, Housing 1st practices are reviewed during the regular on-site or desk monitoring the CoC conducts throughout the year using a CoC Board approved HF checklist. External to the CoC competition, CoC staff conduct monitoring visits w/all direct CoC recipients at least once every 2 years. Each project is assessed & scored on compliance with HF specific factors. Interviews are conducted w/staff & clients; written documents & program forms are reviewed, and outcomes & data are analyzed. Findings & corrections are issued on HF outside of the NOFO Competition process. CoC staff provide TA & training on HF-related topics. For the Competition, the CoC Board has begun using the results of the monitoring process to impact the scoring tool. Agencies w/out a recent assessment are sent a questionnaire to self-assess certain elements of their policies & procedures as it relates to HF. The purpose of the assessment is to ensure those committing to a HF approach are using it, prioritizing rapid placement & stabilization in PH, & removing any unnecessary barriers to services. The specific list of factors the CoC uses during the evaluation are: (1) access to housing-project must have low barriers to entry & ensure households have access despite no income, or criminal or eviction histories; (2) client input-client must be educated on housing search/placement, tenant rights & responsibilities, services offered & principles of Housing 1st, (3) Leasing/rental assistance-clients must have a choice in unit selection & be part of the process. Housing must be permanent w/clients signing lease/sublease & ensuring understanding of tenant rights & how to avoid evictions; (4) Services-clients must have a choice in services including type/intensity. Case plans must be client centered w/staff trained in strategies such as motivational interviewing & harm reduction.

1D-3.	Street Outreach—Data—Reaching People Least Likely to Request Assistance.	
	NOFO Section V.B.1.J.	
	Describe in the field below how your CoC tailored its street outreach to people experiencing homelessness who are least likely to request assistance.	

(limit 2,500 characters)

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The GA-504 CoC has adopted a coordinated Street Outreach effort leveraging participation from several key partner agencies (PATH, SSVF, etc.) led by the staff of the CoC's CE Team. These Street Outreach events occur twice a month and are targeted to locations within the community that have been identified by Partners, law enforcement and community members as "high-density" areas for the congregation of residents experiencing homelessness. The CE Lead coordinates with existing street outreach programs as well as private and public agencies, social service organizations, etc. for referrals so that individuals sleeping on the streets are prioritized for assistance in the same manner as any other person that is assessed. CE project staff performs outreach at soup kitchens and other areas where the homeless are known to congregate.

1D-4.	Strategies to Prevent Criminalization of Homelessness.	
	NOFO Section V.B.1.k.	

Select yes or no in the chart below to indicate your CoC's strategies to prevent the criminalization of homelessness in your CoC's geographic area:

Your CoC's Strategies	Engaged/Educated Legislators and Policymakers	Implemented Laws/Policies/Practices that Prevent Criminalization of Homelessness
1. Increase utilization of co-responder responses or social services-led responses over law enforcement responses to people experiencing homelessness?	Yes	No
2. Minimize use of law enforcement to enforce bans on public sleeping, public camping, or carrying out basic life functions in public places?	Yes	No
3. Avoid imposing criminal sanctions, including fines, fees, and incarceration for public sleeping, public camping, and carrying out basic life functions in public places?	Yes	No
4. Other:(limit 500 characters)		

1D-5.	Rapid Rehousing—RRH Beds as Reported in the Housing Inventory Count (HIC) or Longitudinal Data from HMIS.	
	NOFO Section V.B.1.i.	

		HIC Longitudinal HMIS Data	2023	2024
	Enter the total number of RRH beds available to serve all populations as reported in the HIC or the number of households served per longitudinal HMIS data, e.g., APR.	Longitudinal HMIS Data		

You must enter a value for both years in question 1D-5.

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1D-6.	Mainstream Benefits—CoC Annual Training of Project Staff.	
	NOFO Section V.B.1.m.	

Indicate in the chart below whether your CoC trains program staff annually on the following mainstream benefits available for program participants within your CoC's geographic area:

	Mainstream Benefits	CoC Provides Annual Training?
1.	Food Stamps	Yes
2.	SSI—Supplemental Security Income	Yes
3.	SSDI—Social Security Disability Insurance	Yes
4.	TANF—Temporary Assistance for Needy Families	Yes
5.	Substance Use Disorder Programs	Yes
6.	Employment Assistance Programs	Yes
7.	Other (limit 150 characters)	

1D-6a.	Information and Training on Mainstream Benefits and Other Assistance.	
	NOFO Section V.B.1.m	

Describe in the field below how your CoC:

1.	works with projects to collaborate with healthcare organizations, including those that provide substance use disorder treatment and mental health treatment, to assist program participants with receiving healthcare services, including Medicaid; and
2.	promotes SSI/SSDI Outreach, Access, and Recovery (SOAR) certification of program staff.

(limit 2,500 characters)

To keep program staff up-to-date on mainstream resources, information and availability of resources are disseminated through quarterly CoC and monthly committee meetings, a CoC newsletter, and ongoing training where new information is shared and peer learning is facilitated. The CoC works with mainstream programs that assist persons experiencing homelessness by coordinating with agencies who assist with mainstream benefit applications through the CE sponsor, as well as additional collaboration and coordination with DFCS and other benefit programs. The annual Homeless Stand Down event and other similar Resource Fairs targeted towards local homeless populations, includes healthcare providers who provide clients with onsite medical care and resources. Presenters come to partner agencies and clients to educate on available benefits, eligibility, enrollment and utilization; partner agency staff also assist with these applications on a case management level. 5)The CoC CE Sponsor at CSRA EOA is responsible for the CoC's strategy for mainstream benefits. CoC partner agency, Golden Harvest has a dedicated caseworker on staff that goes into shelters and other locations with the sole purpose of helping individuals to access benefits. Through the local Health Department, WIC program coordinators also perform this service at various locations throughout the CoC service area to include shelters.

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ID-7.	Partnerships with Public Health Agencies—Collaborating to Respond to and Prevent the Spread of Infectious Diseases.	
	NOFO Section V.B.1.n.	
	Describe in the field below how your CoC effectively collaborates with state and local public health agencies to develop CoC-wide policies and procedures that:	
	1. respond to infectious disease outbreaks; and	
	2. prevent infectious disease outbreaks among people experiencing homelessness.	

(limit 2,500 characters)

The GA-504 CoC effectively collaborated with state & local public health agencies to develop CoC-wide policies & procedures to respond to infectious disease outbreaks. CoC Lead Agency staff attended monthly inter-governmental meetings to address barriers w/in government services w/the response to COVID & other health outbreaks; bi-weekly DPH / EMA COVID emergency response strategy meetings that included local and state Health Dept. staff. CoC Lead Agency staff organized weekly local homeless forums w/local officials & CoC partners to support education & awareness of various programs & resources.

As part of the DPH/EMA COVID response meetings, the CoC Lead Agency worked w/the other 3 CoC leaders, state & local partners to create policy & procedure recommendations using lessons learned during COVID to improve a response to infectious or healthcare crisis w/the goal to add to the local plan to end homelessness previously approved by the local CoC. Specific to the CoC, the CE Team established a process to adjust priorities & policy to address the pandemic when necessary. This policy is codified in the CoC's CE P&P. The CoC amended program standards to address program needs associated w/COVID, and incorporate HUD-issued waiver provisions, as applicable, to program services. The CoC works to prevent infectious disease outbreaks among people experiencing homelessness by working w/DPH, hospital systems, local clinics & EMA. The CoC Coordinator advocated at the local level for homeless vaccine priority, more PPE, support for shelters & the need for more non-political basic info on COVID, testing & vaccines. CoC Lead staff met with CE and outreach staff, provided education & talk about CE; created lines of communication w/key DPH staff to help address local challenges & hospitals to find space for those in quarantine. The CoC Lead Agency worked public health and local shelter staff to expand access & availability of testing, vaccines & supplies for those at risk, vulnerable, or staying in congregate or unsheltered settings.

ID-7a.	Collaboration With Public Health Agencies on Infectious Diseases.	
	NOFO Section V.B.1.n.	
	Describe in the field below how your CoC:	
	1. effectively shared information related to public health measures and homelessness; and	
	2. facilitated communication between public health agencies and homeless service providers to ensure street outreach providers and shelter and housing providers are equipped to prevent or limit infectious disease outbreaks among program participants.	

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(limit 2,500 characters)

The GA-504 CoC aimed to equip providers to prevent or limit infectious disease outbreaks among clients by sharing info related to public health measures & homelessness on a consistent basis. At the onset of the pandemic, the CoC Lead organized weekly virtual meetings with all shelter staff and CoC/ESG providers to coordinate efforts and support the mitigation of risk to clients, especially those in congregate settings. The CoC Coordinator intentionally participated in several local, regional and statewide COVID policy groups, met w/elected officials, attended weekly emergency response meetings, joined weekly EMA meetings with local officials & other local, regional and statewide initiatives to ensure the obstacles faced by those experience homelessness were represented. During these meetings, the CoC Coordinator advocated for more partnerships between providers and Public Health and local Emergency Management. The CoC Coordinator shared info w/Partners on safety, evolving guidance & restrictions, need for advocacy, PPE, training opportunities, testing & vaccine rollout by posting on social media and sending weekly mass emails. The City of Augusta created an entire website page dedicated to COVID info, state & fed guidance, funding opportunities, best practices & approach to reduce the spread of COVID & improve system collaboration-especially between homeless services & public health. The page was updated weekly. The CoC facilitated communication btw public health agencies & homeless service providers to ensure street outreach, shelter & housing staff were equipped to prevent or limit outbreaks. Coalition partnership w/public health varied across the CoC. Some created active partnerships to prevent outbreaks & increase vaccines by ensuring coordination of benefits & services, developing policies & safety protocols, providing testing onsite @ shelters, help w/quarantine options, & creating educational material. It was a team approach to addressing false info about COVID & vaccinations which included virtual team meetings, check-ins & updates; & worked w/outreach teams to make sure they had PPE, and access to screening & testing resources.

1D-8.	Coordinated Entry Standard Processes.	
	NOFO Section V.B.1.o.	
	Describe in the field below how your CoC's coordinated entry system:	
	1. can serve everybody regardless of where they are located within your CoC's geographic area;	
	2. uses a standardized assessment process to achieve fair, equitable, and equal access to housing and services within your CoC;	
	3. collects personal information in a trauma-informed way; and	
	4. is updated at least annually using feedback received from participating projects and households that participated in coordinated entry.	

(limit 2,500 characters)

Homeless individuals are provided access to services from multiple locations throughout the entire CoC geographic area, managed by a Centralized Intake and Assessment (CIA) center to ensure a fair and consistent process. Presentation at the CIA access point is not a prerequisite for service rendering as CE project staff can complete remote and, in some cases, on-site intake and assessment. Assessment can be completed in person, by phone or email, or with homeless outreach teams across the CoC. VI-SPDAT info is used to determine which housing intervention is the most appropriate. Referrals are completed through the CE workflow process in the HMIS system and are available to all HMIS CE Workflow participating programs. Households receive a score and are placed on the prioritization list with the most vulnerable at the top. The HMIS CE workflow process automatically compiles this list daily. The HMIS CE Workflow is completed and the household is enrolled within 24 hours of eligibility determination. CE staff or case managers provide the household with a list of available rental units that meet the needs of the household and assist as necessary with the goal of housing within 30 days. Once households have found appropriate housing and completed documentation, program staff will request financial assistance through the funding source referred by the CE project staff. Homeless households access the system through referrals from a wide variety of programs including, but not limited to, 211, school districts, domestic violence service providers and all members of the CoC. The CE Lead coordinates with existing street outreach programs as well as private and public agencies, social service organizations, etc. for referrals so that individuals sleeping on the streets are prioritized for assistance in the same manner as any other person that is assessed. CE project staff performs outreach at soup kitchens and other areas where the homeless are known to congregate.

1D-8a.	Coordinated Entry—Program Participant-Centered Approach.	
	NOFO Section V.B.1.o.	
	Describe in the field below how your CoC's coordinated entry system:	
1.	reaches people who are least likely to apply for homeless assistance in the absence of special outreach;	
2.	prioritizes people most in need of assistance;	
3.	ensures people most in need of assistance receive permanent housing in a timely manner, consistent with their needs and preferences; and	
4.	takes steps to reduce burdens on people seeking assistance.	

(limit 2,500 characters)

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Homeless individuals are provided access to services from multiple locations throughout the entire CoC geographic area, managed by a Centralized Intake and Assessment (CIA) center to ensure a fair and consistent process. Presentation at the CIA access point is not a prerequisite for service rendering as CE project staff can complete remote and, in some cases, on-site intake and assessment. Assessment can be completed in person, by phone or email, or with homeless outreach teams across the CoC. VI-SPDAT info is used to determine which housing intervention is the most appropriate. Referrals are completed through the CE workflow process in the HMIS system and are available to all HMIS CE Workflow participating programs. Households receive a score and are placed on the prioritization list with the most vulnerable at the top. The HMIS CE workflow process automatically compiles this list daily. The HMIS CE Workflow is completed, and the household is enrolled within 24 hours of eligibility determination. CE staff or case managers provide the household with a list of available rental units that meet the needs of the household and assist as necessary with the goal of housing within 30 days. Once households have found appropriate housing and completed documentation, program staff will request financial assistance through the funding source referred by the CE project staff. Homeless households access the system through referrals from a wide variety of programs including, but not limited to, 211, school districts, domestic violence service providers and all members of the CoC. The CE Lead coordinates with existing street outreach programs as well as private and public agencies, social service organizations, etc. for referrals so that individuals sleeping on the streets are prioritized for assistance in the same manner as any other person that is assessed. CE project staff performs outreach at soup kitchens and other areas where the homeless are known to congregate.

1D-8b.	Coordinated Entry—Informing Program Participants about Their Rights and Remedies—Reporting Violations.	
	NOFO Section V.B.1.o.	
	Describe in the field below how your CoC through its coordinated entry:	
	1. affirmatively markets housing and services provided within the CoC's geographic area and ensures it reaches all persons experiencing homelessness;	
	2. informs program participants of their rights and remedies available under federal, state, and local fair housing and civil rights laws; and	
	3. reports any conditions or actions that impede fair housing choice for current or prospective program participants to the jurisdiction(s) responsible for certifying consistency with the Consolidated Plan.	

(limit 2,500 characters)

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1. Upon each client's request for assistance, intake, and office visit a copy of reputable and affordable housing options are provided to client via email or hard copy. The housing options is compiled of landlords who have previously worked with those in our community experiencing hardship to include but not limited those clients who are identified as homeless. These landlords have in the past made exceptions for previous evictions, low to no credit score, and lack of income to meet threshold for 3 times rent requirement. 2. During intake clients are provided with CSRA EOA's Clients Rights and Obligations, CIA Grievance Policy and HMIS Privacy Policy along with a copy of the Georgia tenant handbook and HUD website information printouts regarding Fair Housing. Any client experiencing an unjust eviction is provided contact information for Georgia Legal Services to address the legality of their eviction. 3. In addition to reporting to the Collaborative Applicant, Augusta Housing and Community Development (which is responsible for certifying consistency with the local Consolidated Plan), GA-504 CE Staff reports any unsafe living conditions to Augusta 3-1-1 or a formal report is made to Code Enforcement. Clients are also encouraged to self-report the aforementioned entities if they decline to provide all information required for report from Coordinated Entry staff.

1D-9.	Advancing Racial Equity In Homelessness—Conducting Assessment.	
	NOFO Section V.B.1.p.	

1.	Has your CoC conducted a racial disparities assessment in the last 3 years?	No
2.	Enter the date your CoC conducted its latest assessment for racial disparities.	10/01/2021

1D-9a.	Using Data to Determine if Racial Disparities Exist in Your CoC's Provision or Outcomes of CoC Program-Funded Homeless Assistance.	
	NOFO Section V.B.1.p.	

Describe in the field below:

1.	the data your CoC used to analyze whether any racial disparities are present in your CoC's provision or outcomes of CoC Program-funded homeless assistance; and
2.	how your CoC analyzed the data to determine whether any racial disparities are present in your CoC's provision or outcomes of CoC Program-funded homeless assistance.

(limit 2,500 characters)

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The GA-504 CoC's process for analyzing whether any racial disparities are present in the provision or outcomes of homeless assistance includes data analysis, client surveys & participant input during monitoring visits. Data includes a HMIS reporting, PIT & CE demographic info. Client surveys include the annual gaps & needs survey, CoC Board approved questions for participants of CoC funded programs, & feedback provided by CoC Partner staff. In comparing the overall rate of homelessness w/the rate by race & ethnicity, the CoC can determine whether there is a disparity. If there is no disparity, the rates will be within reasonable equilibrium of one another. In these assessments, the total population is derived from the US Census Bureau Decennial 2020 count & the count of clients comes from HMIS service data. Using the analysis described, the GA-504 CoC identified that while there are racial disparities in the data relative to the % of the total population experiencing homelessness that Black/African-American and Hispanic, the provision or outcomes of homeless assistance do not evidence a disparity in the provision of assistance. When looking at who experiences homelessness by race, people who are Black are significantly more likely as to experience homelessness in 20-21 compared to White; Multi-race, Am Indian, Native Hawaiian, & Asian. Hispanic/Latino are as likely as non-Hispanic/Latino. The data includes those identified by CE or served in shelter, outreach, , & transitional housing projects. Looking at who entered into CoC-funded RRH or PSH during the same reporting period: showed no statistically significant variance from the trend lines established by those experiencing homelessness. Looking at those exiting successfully to permanent destinations from CoC-funded RRH or PSH in the same reporting period, the overall success rate is higher among racial minorities than whites. By race, success rates for Black, Multi-racial, Asian, Hispanic/Latino are greater than for whites. In summary, those identifying as Black, Am Indian & Native Hawaiian are more likely to experience homelessness than people who are white. Yet, they are also more likely to enter CoC-funded RRH or PSH projects as well.

1D-9b. Implemented Strategies to Prevent or Eliminate Racial Disparities.

NOFO Section V.B.1.p

Select yes or no in the chart below to indicate the strategies your CoC is using to prevent or eliminate racial disparities.

1. Are your CoC's board and decisionmaking bodies representative of the population served in the CoC?	Yes
2. Did your CoC identify steps it will take to help the CoC board and decisionmaking bodies better reflect the population served in the CoC?	Yes
3. Is your CoC expanding outreach in your CoC's geographic areas with higher concentrations of underrepresented groups?	Yes
4. Does your CoC have communication, such as flyers, websites, or other materials, inclusive of underrepresented groups?	No
5. Is your CoC training staff working in the homeless services sector to better understand racism and the intersection of racism and homelessness?	No
6. Is your CoC establishing professional development opportunities to identify and invest in emerging leaders of different races and ethnicities in the homelessness sector?	No
7. Does your CoC have staff, committees, or other resources charged with analyzing and addressing racial disparities related to homelessness?	No

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8.	Is your CoC educating organizations, stakeholders, boards of directors for local and national nonprofit organizations working on homelessness on the topic of creating greater racial and ethnic diversity?	No
9.	Did your CoC review its coordinated entry processes to understand their impact on people of different races and ethnicities experiencing homelessness?	No
10.	Is your CoC collecting data to better understand the pattern of program use for people of different races and ethnicities in its homeless services system?	No
11.	Is your CoC conducting additional research to understand the scope and needs of different races or ethnicities experiencing homelessness?	No
	Other:(limit 500 characters)	
12.		

1D-9c.	Plan for Ongoing Evaluation of System-level Processes, Policies, and Procedures for Racial Equity.	
	NOFO Section V.B.1.p.	

Describe in the field below your CoC's plan for ongoing evaluation of system-level processes, policies, and procedures for racial equity.

(limit 2,500 characters)

Applicant: Augusta CoC

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The GA-504 CoC has a structured plan for ongoing evaluation of its processes, policies, and procedures to promote racial equity across its service system. Key components include:

- 1.Data Collection and Analysis: The GA-504 CoC regularly collects and analyzes demographic data through Point-in-Time counts, the HMIS, and Coordinated Entry. Data is disaggregated by race to identify disparities in service access and housing outcomes, allowing the CoC to target resources and address any trends that indicate racial inequities.
- 2.Racial Equity Metrics: The CoC has established performance metrics that focus on equity, tracking service access, shelter entry rates, housing stability, and recidivism by race. This evaluation helps ensure that all groups have equitable access and outcomes.
- 3.Annual Equity Audits: The CoC conducts yearly equity audits to identify systemic biases within policies and eligibility criteria. Findings from these audits guide adjustments to remove barriers that may disproportionately impact Black and Brown individuals.
- 4.Stakeholder Engagement: Engaging individuals with lived experience, especially from Black and Brown communities, is a priority. The CoC uses focus groups, surveys, and advisory panels to gather feedback, which informs policy and program adjustments.
- 5.Training and Capacity Building: The GA-504 CoC provides ongoing training on racial equity, implicit bias, and cultural competence for staff, partners, and service providers. These sessions help build an awareness of racial equity issues and promote consistent, inclusive practices.
- 6.Racial Equity Workgroup: A dedicated Racial Equity Workgroup meets regularly to review data, assess policy effectiveness, and recommend changes. Comprising diverse CoC members, this workgroup drives accountability and helps identify new strategies to address disparities.
- 7.Transparency and Reporting: The CoC publishes an annual racial equity report detailing progress on performance metrics, audit findings, and stakeholder feedback. By making these reports public, the CoC fosters transparency and accountability.
- 8.External Partnerships: Collaborating with universities, research groups, and advocacy organizations enhances the CoC's racial equity evaluation. These partnerships provide expertise and help integrate evidence-based practices into CoC policies.
- 9.Adaptive Policies and Long-Term Goals: Evaluation findings directly inform policy changes and program adaptations.

1D-9d.	Plan for Using Data to Track Progress on Preventing or Eliminating Racial Disparities.	
	NOFO Section V.B.1.p.	
	Describe in the field below:	
	1. the measures your CoC plans to use to continuously track progress on preventing or eliminating racial disparities in the provision or outcomes of homeless assistance; and	
	2. the tools your CoC plans to use to continuously track progress on preventing or eliminating racial disparities in the provision or outcomes of homeless assistance.	

(limit 2,500 characters)

Applicant: Augusta CoC

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The GA-504 CoC has established various measures to track progress on prevention or eliminating disparities in the provision or outcome of homeless assistance. At the CoC level, CoC staff will continue to refine and utilize the customized Racial Disparity HMIS report created by the HMIS lead. Run annually, this data will help the CoC review the overall rate of homelessness by race & ethnicity, program entry and successful exits. Tracking progress CoC-wide year-to-year provides the ability for projects and collaborators to make changes that can impact the data. It is the goal of the GA-504 CoC to see no difference by race in who is experiencing homelessness, that the percentage of those getting into programs matches w/the percentage that is homeless, & that there is no disparity related to race when looking at successful outcomes. This report will be used to educate & inform local CoC partners on their data & continue to use it to assess local progress. CoC staff will continue to use the PIT count demographics to measure change among those sheltered & unsheltered w/in the GA-504 CoC & drilling down to Project level data. PIT data also compartmentalizes fleeing/attempting to flee DV, veterans & youth which can be additional subpopulations to analyze for disparities in service provision. CoC staff will continue to use CE Priority List data to measure change among those experiencing homelessness & those prioritized for interventions. By analyzing these data elements, the CoC can track progress w/the goal to eliminate disparities both in homelessness, access to programs/services & outcomes. The CoC is working on identifying additional complimentary measures or elements that should be collected to analyze progress. The GA-504 CoC has measures in place in the recently approved Strategic Plan to end homelessness including enhancing the way we identify, prevent & eliminate disparities. There has also been an expressed interest in expanding the review to include other types of inequities including gender, LBGTQ & disability status.

1D-10.	Involving Individuals with Lived Experience of Homelessness in Service Delivery and Decisionmaking—CoC's Outreach Efforts.	
	NOFO Section V.B.1.q.	
	Describe in the field below your CoC's outreach efforts (e.g., social media announcements, targeted outreach) to engage those with lived experience of homelessness in leadership roles and decisionmaking processes.	

(limit 2,500 characters)

Potential CoC members are identified and invited on a rolling basis throughout the year. The CoC has at least one formerly homeless member of the Executive Committee at all times. Through progressive outreach through Partner Agencies, community networking and CE Outreach efforts, new members with lived experience of homelessness are recruited to join and participate in Continuum activities, including participation in Committees and Workgroups, including the CoC's Executive Committee. Participation in the CoC's Executive Committee provides opportunity for local residents with lived experience of homelessness to assume leadership roles and contribute to the decision-making processes of Continuum activities.

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1D-10a.	Active CoC Participation of Individuals with Lived Experience of Homelessness.	
	NOFO Section V.B.1.q.	

You must upload the Lived Experience Support Letter attachment to the 4B. Attachments Screen.

Enter in the chart below the number of people with lived experience who currently participate in your CoC under the four categories listed:

	Level of Active Participation	Number of People with Lived Experience Within the Last 7 Years or Current Program Participant	Number of People with Lived Experience Coming from Unsheltered Situations
1.	Routinely included in the decisionmaking processes related to addressing homelessness.	3	
2.	Participate on CoC committees, subcommittees, or workgroups.		
3.	Included in the development or revision of your CoC's local competition rating factors.		
4.	Included in the development or revision of your CoC's coordinated entry process.		

You must enter a value of '0' or more for elements 1 through 4 in both columns in question 1D-10a.

1D-10b.	Professional Development and Employment Opportunities for Individuals with Lived Experience of Homelessness.	
	NOFO Section V.B.1.q.	

Describe in the field below how your CoC or CoC membership organizations provide professional development and employment opportunities to individuals with lived experience of homelessness.

(limit 2,500 characters)

Applicant: Augusta CoC

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The GA-504 CoC & partner agencies have not historically intentionally provided professional development & employment opportunities to people w/lived exp. This is a component of GA-504's local strategy that is a high-priority for systemic change in 2023. At CoC Board and Committee level, people w/lived experience that participate on the Board, and in CoC Committees in both leadership and non-leadership roles, are provided onboarding support on policy, past practice, homeless service funding & priorities. All are encouraged to join CoC hosted training on housing issues (fair housing, ADA); sub-population specific (LGBTBQ, HIV/AIDS, DV, Vets, etc.) subjects; & outreach / engagement strategies. There is never a cost to participate in any trainings for CoC members w/lived exp. Consideration has been given to the hiring process for CoC staff to potentially adjusting recruitment strategies, language in ad & requirements for higher education to actively seek someone w/lived experience for the Homeless Coordinator position tasked w/overseeing the CoC's approved Strategic Plan. In next hiring process for additional positions, efforts to prioritize those w/lived experience & actively seeking people w/direct knowledge of the homeless service system services from a participant perspective. Former clients & others w/lived experience are recruited and encouraged to apply for the CoC Board, CoC leadership positions & join the CoC and CoC committee where they feel that they can make impact. Within partner agencies, staff seek recommendations for people w/lived experience to serve on boards & other policy making entities. Supervisors seek to hire people w/lived experience as CM and/or peer specialists to work alongside clients in housing & shelter programs. Shelters seek volunteers to help w/daily upkeep; operate groups; & provide service feedback & suggestions. Agencies provide staff dev training, volunteer support & onboarding activities to help adjust to the role, provide background knowledge & create a culture of communication & support.

1D-10c.	Routinely Gathering Feedback and Addressing Challenges of Individuals with Lived Experience of Homelessness.	
	NOFO Section V.B.1.q.	
	Describe in the field below:	
	1. how your CoC gathers feedback from people experiencing homelessness;	
	2. how often your CoC gathers feedback from people experiencing homelessness;	
	3. how your CoC gathers feedback from people who received assistance through the CoC Program or ESG Program;	
	4. how often your CoC gathers feedback from people who have received assistance through the CoC Program or ESG Program; and	
	5. steps your CoC has taken to address challenges raised by people with lived experience of homelessness.	

(limit 2,500 characters)

Applicant: Augusta CoC

GA-504

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1. The GA504 CoC has incorporated entry and exit surveys to better determine the risk factors that contribute to persons experiencing homelessness, including those experiencing homelessness for the first time. 2. The CoC routinely gathers feedback from participants in CoC and ESG funded programs to better understand barriers they experience and how program services can better address those barriers. 3. The GA504 CoC is implementing diversion strategies to avoid first time homelessness including collaboration with the faith-based community to provide assistance where Federally funded programs cannot assist. Identifying the clients' obstacles, available personal and community resources and utilizing case management to ensure maintenance of housing stability and reduce the potential of experiencing continued or repetitive episodes of homelessness. Identifying and working with housing subsidy providers and linking eligible households to providers affords the opportunity to have the strongest effect on lowering rates of homelessness. The GA504 CoC also places a strong emphasis on supportive services coupled with permanent housing opportunities for persons with disabling conditions, including addiction. The GA504 CoC also works with the local Legal Aid organization to provide representation and services for families facing eviction.

1D-11.	Increasing Affordable Housing Supply.	
	NOFO Section V.B.1.s.	
	Describe in the field below at least two steps your CoC has taken in the past 12 months to engage city, county, or state governments that represent your CoC's geographic area regarding the following:	
	1. reforming zoning and land use policies to permit more housing development; and	
	2. reducing regulatory barriers to housing development.	

(limit 2,500 characters)

Through the GA504 CoC's Homeless Task Force Strategic Plan, as Approved by the Augusta, GA Commission in May 2022, the CoC has incorporated through special exemption the opportunity to develop "tiny-home villages" intended specifically for the use of serving the housing needs of residents experiencing homelessness. With the adoption of the Code Amendment in July of 2022, Augusta now has the ability to add this housing and land use type to the community's inventory of available residences for clients served by CoC Partner Agencies. Further, additional actions have been presented and are under consideration for Commission adoption to further modify existing Code and Land Use policies to allow for the incorporation of "Accessory Dwelling Units" to further diversify and add to the inventory of affordable housing in Augusta, Georgia.

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

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1E. Project Capacity, Review, and Ranking—Local Competition

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1E-1.	Web Posting of Advance Public Notice of Your CoC's Local Competition Deadline, Scoring and Rating Criteria.	
	NOFO Section V.B.2.a. and 2.g.	

1.	Enter the date your CoC published its submission deadline and scoring and rating criteria for New Project applicants to submit their project applications for your CoC's local competition.	
2.	Enter the date your CoC published its submission deadline and scoring and rating criteria for Renewal Project applicants to submit their project applications for your CoC's local competition.	

You must enter a date in elements 1 and 2 in question 1E-1.

1E-2.	Project Review and Ranking Process Your CoC Used In Its Local Competition. We use the response to this question and the response in Question 1E-2a along with the required attachments from both questions as a factor when determining your CoC's eligibility for bonus funds and for other NOFO criteria below.	
	NOFO Section V.B.2.a., 2.b., 2.c., 2.d., and 2.e.	

You must upload the Local Competition Scoring Tool attachment to the 4B. Attachments Screen.

Select yes or no in the chart below to indicate how your CoC ranked and selected project applications during your local competition:

1.	Established total points available for each project application type.	
2.	At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).	
3.	At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).	
4.	Provided points for projects that addressed specific severe barriers to housing and services.	

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5.	Used data from comparable databases to score projects submitted by victim service providers.	
6.	Provided points for projects based on the degree the projects identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and has taken or will take steps to eliminate the identified barriers.	

You must select a response for elements 1 through 6 in question 1E-2.

1E-2a.	Scored Project Forms for One Project from Your CoC's Local Competition. We use the response to this question and Question 1E-2, along with the required attachments from both questions as a factor when determining your CoC's eligibility for bonus funds and for other NOFO criteria below.	
	NOFO Section V.B.2.a., 2.b., 2.c., and 2.d.	

You must upload the Scored Forms for One Project attachment to the 4B. Attachments Screen.

Complete the chart below to provide details of your CoC's local competition:

1.	What were the maximum number of points available for the renewal project form(s)?	
2.	How many renewal projects did your CoC submit?	
3.	What renewal project type did most applicants use?	

You must provide a response for elements 1 through 3 in question 1E-2a.

1E-2b.	Addressing Severe Barriers in the Local Project Review and Ranking Process.	
	NOFO Section V.B.2.d.	

Describe in the field below:

1.	how your CoC analyzed data regarding each project that has successfully housed program participants in permanent housing;
2.	how your CoC analyzed data regarding how long it takes to house people in permanent housing;
3.	how your CoC considered the specific severity of needs and vulnerabilities experienced by program participants preventing rapid placement in permanent housing or the ability to maintain permanent housing when your CoC ranked and selected projects; and
4.	the severe barriers your CoC considered.

(limit 2,500 characters)

Applicant: Augusta CoC

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The GA-504 CoC revises the process for scoring & selecting project annually by collecting & analyzing data, past comp results & getting feedback. PIT, CE & SPM project & CoC level data & trends are reviewed & shared @ CoC mtgs. Scoring Tool criteria includes project performance & outcomes, CE, Housing 1st compliance, SPM & CoC-level action steps. Data sources include project APRs, CE data, monitoring results, customized HMIS reports on project-level SPM & other population & vulnerability metrics. Scoring criteria changes for each housing type (PSH/RRH) given the specific needs of the target population. The CoC collected & analyzed data relative to each project that successfully housed clients in PH by reviewing APR data on housing stability-calculating exits to PH & those retaining PH.

The CoC analyzed data on how long it takes to house people in PH by reviewing CoC APRs & a customized HMIS report that shows LOT btw client entry & move in date. These can be reviewed by project type provider. The CoC also considered specific severity of needs & vulnerabilities experienced by those with difficulties locating, attaining and maintaining PH by awarding pts to those projects serving higher % of clients w/disabilities (including mental health, substance abuse and co-occurring disorders); chronic homeless; no income @ entry; & from unsheltered living situations. Data comes from project APRs & custom HMIS reports to show new entries during Program year. Projects serving those w/the highest barriers may have lower outcome data scores (% exits to PH, increase income, reoccurrence) but have higher scores because of client characteristics (chronicity, disability, no income, coming from unsheltered situation). For new projects, the GA-504 CoC considers proposals to provide housing & services to the hardest to serve populations, particularly in an underserved area. Need based on data is requested & scored in review process. In CE, the assessment score is based on vulnerability and high needs.

1E-3.	Advancing Racial Equity through Participation of Over-Represented Populations in the Local Competition Review and Ranking Process.	
	NOFO Section V.B.2.e.	
	Describe in the field below:	
	1. how your CoC used input from persons of different races and ethnicities, particularly those over-represented in the local homelessness population, to determine the rating factors used to review project applications;	
	2. how your CoC included persons of different races and ethnicities, particularly those over-represented in the local homelessness population in the review, selection, and ranking process; and	
	3. how your CoC rated and ranked projects based on the degree that proposed projects identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and steps the projects took or will take to eliminate the identified barriers.	

(limit 2,500 characters)

Applicant: Augusta CoC

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The GA-504 CoC obtained input & included people of different races, particularly those overrepresented in our local homeless population by sending out the request for feedback & comments on the scoring tool used to score & rank projects to all local CoC/ESG-funded partners, posting on website, intentional outreach to those working w/BIPOC, LGBTQ & people w/disabilities. All feedback is encouraged & welcome to ensure a strong tool reflective of diverse opinions, experiences & backgrounds is used. The GA-504 CoC used input received to determine the rating factors & scoring metrics used to review project applications. As a result of input, no new factors were added or changes made to the FY22 tool. The CoC included people of different races in review, selection & ranking process to approve all review, selection & ranking policies for renewal & new projects, including scoring & selection criteria; the final CoC app & priority listing w/final rank of all projects. The GA-504 CoC Board includes a representative w/lived experience. Several Board members & CoC Lead staff review each project applications using the approved rubric, scoring & ranking for renewal projects. The CoC rated & ranked projects based on how well they identified barriers to participation faced by people of different races & ethnicities & the steps the project has taken or will take to eliminate those barriers by scoring action plans (which include work on racial disparity & addressing barriers) & CE review. The CE review of demographics includes race & is done w/in the local CoC-level annually. Specifically looking at the difference between race, ethnic and gender disparities. CoC Lead staff reviews data annually & present to local stakeholders and CoC members a snapshot of reoccurrence data & demographics -including whether 1 group is more/less likely to reoccur into homelessness. CoC project monitoring will start including an evaluation on whether projects identified barriers to participation & what steps were taken to address & eliminated those barriers.

1E-4.	Reallocation—Reviewing Performance of Existing Projects.	
	NOFO Section V.B.2.f.	
	Describe in the field below:	
	1. your CoC's reallocation process, including how your CoC determined which projects are candidates for reallocation because they are low performing or less needed;	
	2. whether your CoC identified any low performing or less needed projects through the process described in element 1 of this question during your CoC's local competition this year;	
	3. whether your CoC reallocated any low performing or less needed projects during its local competition this year; and	
	4. why your CoC did not reallocate low performing or less needed projects during its local competition this year, if applicable.	

(limit 2,500 characters)

Applicant: Augusta CoC

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The CoC conducts an annual ranking and review process for all CoC-funded projects to determine continuation based on objective criteria, population vulnerability, and the system's capacity to reduce homelessness and promote housing stability. This year, the HUD Project Ranking and Rating tool, with 12 performance measures, was used to prioritize projects serving the most vulnerable populations, particularly those eligible for Permanent Supportive Housing (PSH). Priority is also given to 100% Dedicated projects serving chronically homeless individuals and families. Additional criteria include performance in serving highly vulnerable individuals, especially those with multiple conditions or a history of domestic violence, abuse, trafficking, or exploitation. Low-performing projects or those with unsatisfactory measures like occupancy rate and costs face reallocation or replacement by higher-scoring projects.

The GA-504 CoC Board annually approves the scoring tool and reallocation policy, with materials posted online and shared with CoC members. The reallocation process includes voluntary reallocation, voluntary relinquishment, and involuntary reallocation. Voluntary reallocation allows projects to transition to PSH; two projects applied this year. Involuntary reallocation occurs due to unresolved monitoring issues or poor performance identified in the Scoring Tool. Projects scoring 70% or higher are automatically eligible for renewal. Projects below this threshold must choose to relinquish, reallocate, or request reconsideration by explaining performance issues and corrective steps. Two projects fell below the 70% threshold this year, one of which also had less than 80%-unit utilization or spent less than 75% of their funds. All requested reconsideration, outlining plans for improvement. As this was their first time below threshold, no involuntary reallocations were made, but two low-performing projects voluntarily reallocated to PSH to better meet community needs. The CoC staff will monitor these projects, provide technical assistance, and ensure corrective actions are completed.

1E-4a.	Reallocation Between FY 2019 and FY 2024.	
	NOFO Section V.B.2.f.	

	Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2019 and FY 2024?	No
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1E-5.	Projects Rejected/Reduced—Notification Outside of e-snaps.	
	NOFO Section V.B.2.g.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4B. Attachments Screen.	

1.	Did your CoC reject any project application(s) submitted for funding during its local competition?	No
2.	Did your CoC reduce funding for any project application(s) submitted for funding during its local competition?	No
3.	Did your CoC inform applicants why your CoC rejected or reduced their project application(s) submitted for funding during its local competition?	Yes

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4.	If you selected Yes for element 1 or element 2 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2024, 06/27/2024, and 06/28/2024, then you must enter 06/28/2024.	10/14/2024
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1E-5a.	Projects Accepted–Notification Outside of e-snaps.	
	NOFO Section V.B.2.g.	
	You must upload the Notification of Projects Accepted attachment to the 4B. Attachments Screen.	

	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New and Renewal Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2024, 06/27/2024, and 06/28/2024, then you must enter 06/28/2024.	10/14/2024
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1E-5b.	Local Competition Selection Results for All Projects.	
	NOFO Section V.B.2.g.	
	You must upload the Local Competition Selection Results attachment to the 4B. Attachments Screen.	

	Does your attachment include: 1. Project Names; 2. Project Scores; 3. Project Status–Accepted, Rejected, Reduced Reallocated, Fully Reallocated; 4. Project Rank; 5. Amount Requested from HUD; and 6. Reallocated Funds +/-.	Yes
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1E-5c.	Web Posting of CoC-Approved Consolidated Application 2 Days Before CoC Program Competition Application Submission Deadline.	
	NOFO Section V.B.2.g. and 24 CFR 578.95.	
	You must upload the Web Posting–CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen.	

	Enter the date your CoC posted the CoC-approved Consolidated Application on the CoC's website or partner's website which included: 1. the CoC Application; and 2. Priority Listings for Reallocation forms and all New, Renewal, and Replacement Project Listings.	
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You must enter a date in question 1E-5c.

1E-5d.	Notification to Community Members and Key Stakeholders by Email that the CoC-Approved Consolidated Application is Posted on Website.	
	NOFO Section V.B.2.g.	
	You must upload the Notification of CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen.	

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	Enter the date your CoC notified community members and key stakeholders that the CoC-approved Consolidated Application was posted on your CoC's website or partner's website.	
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You must enter a date in question 1E-5d.

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2A. Homeless Management Information System (HMIS) Implementation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2A-1.	HMIS Vendor.	
	Not Scored—For Information Only	

	Enter the name of the HMIS Vendor your CoC is currently using.	Eccovia
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2A-2.	HMIS Implementation Coverage Area.	
	Not Scored—For Information Only	

	Select from dropdown menu your CoC's HMIS coverage area.	Single CoC
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2A-3.	HIC Data Submission in HDX.	
	NOFO Section V.B.3.a.	

	Enter the date your CoC submitted its 2024 HIC data into HDX.	
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You must enter a date in question 2A-3.

2A-4.	Comparable Databases for DV Providers—CoC and HMIS Lead Supporting Data Collection and Data Submission by Victim Service Providers.	
	NOFO Section V.B.3.b.	

	In the field below:
1.	describe actions your CoC and HMIS Lead have taken to ensure DV housing and service providers in your CoC collect data in HMIS comparable databases; and

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2. state whether DV housing and service providers in your CoC are using a HUD-compliant comparable database—compliant with the FY 2024 HMIS Data Standards.

(limit 2,500 characters)

The CoC and HMIS Lead for GA504 coordinates with the Statewide GAHMIS Steering Committee to ensure access to and participation in an HMIS comparable database for Augusta's DV Providers. This HMIS-comparable database is developed and maintained, in compliance with HUD HMIS Data Standards, by the GAHMIS Implementation's HMIS vendor, Eccovia Solutions. Through consultation, oversight and engagement with the GAHMIS Steering Committee, GA504 is able to ensure that the GA504 CoC is in compliance with HUD's 2022 HMIS Data Standards.

2A-5. Bed Coverage Rate—Using HIC, HMIS Data—CoC Merger Bonus Points.

NOFO Section V.B.3.c. and V.B.7.

Using the 2024 HDX Competition Report we issued your CoC, enter data in the chart below by project type:

Project Type	Adjusted Total Year-Round, Current Non-VSP Beds [Column F of HDX Report]	Adjusted Total Year-Round, Current VSP Beds [Column K of HDX Report]	Total Year-Round, Current, HMIS Beds and VSP Beds in an HMIS Comparable Database [Column M of HDX Report]	HMIS and Comparable Database Coverage Rate [Column O of HDX Report]
1. Emergency Shelter (ES) beds				
2. Safe Haven (SH) beds				
3. Transitional Housing (TH) beds				
4. Rapid Re-Housing (RRH) beds				
5. Permanent Supportive Housing (PSH) beds				
6. Other Permanent Housing (OPH) beds				

You must enter a value for elements 1 through 6 in all four columns. If the project type does not exist in your CoC, enter '0' in all three columns for that project type.

2A-5a. Partial Credit for Bed Coverage Rates at or Below 84.99 for Any Project Type in Question 2A-5.

NOFO Section V.B.3.c.

For each project type with a bed coverage rate that is at or below 84.99 percent in question 2A-5, describe:

- steps your CoC will take over the next 12 months to increase the bed coverage rate to at least 85 percent for that project type; and
- how your CoC will implement the steps described to increase bed coverage to at least 85 percent.

(limit 2,500 characters)

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GA-504's biggest deficits have been in having operating RRH Beds on-line due to provider staffing issues and funding delays. Additionally, the CoC has not been successful thus far in integrating HUD VASH inventory on to HMIS, which is indicative of the 159 OPH beds listed not in HMIS. Continued conversation with local VA Leadership is being pursued to better align this program with the CoC's efforts to consolidate efforts and data. Also, GA-504 continues to work to bring our faith-based missions that provide emergency shelter into our HMIS database, but continued efforts to incentivize their participation have failed to gain their support. The CoC intends to further these efforts through new initiatives conducted by Coordinated Entry staff performing direct outreach to clients served by these providers, with hopes that they will bring their programs online in the coming program year.

2A-6.	Longitudinal System Analysis (LSA) Submission In HDX 2.0.	
	NOFO Section V.B.3.d.	
	You must upload your CoC's FY 2024 HDX Competition Report to the 4B. Attachments Screen.	
	Did your CoC submit at least two usable LSA data files to HUD in HDX 2.0 by January 24, 2024, 11:59 p.m. EST?	Yes

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2B. Continuum of Care (CoC) Point-in-Time (PIT) Count

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2B-1. PIT Count Date.	
NOFO Section V.B.4.a	

Enter the date your CoC conducted its 2024 PIT count.	
---	--

You must enter a date in question 2B-1.

2B-2. PIT Count Data—HDX Submission Date.	
NOFO Section V.B.4.a	

Enter the date your CoC submitted its 2024 PIT count data in HDX.	
---	--

You must enter a date in question 2B-2.

2B-3. PIT Count—Effectively Counting Youth In Your CoC's Most Recent Unsheltered PIT Count.	
NOFO Section V.B.4.b.	

Describe in the field below how your CoC:	
1.	engaged unaccompanied youth and youth serving organizations in your CoC's most recent PIT count planning process;
2.	worked with unaccompanied youth and youth serving organizations to select locations where homeless youth are most likely to be identified during your CoC's most recent PIT count planning process; and
3.	included youth experiencing homelessness as counters during your CoC's most recent unsheltered PIT count.

(limit 2,500 characters)

The GA-504 CoC implemented several changes to improve its 2022 count to better represent the following sub-populations (1) persons experiencing CH; (2) families w/children and (3) homeless Veterans, (4) homeless youth. Changes included increased coordination with partner agencies and improved HMIS data analysis. The GA-504 PIT count sub-committee held meetings starting in summer of 2021 with agencies that specifically serve each of these populations to identify any potential they may have been unrepresented in the 2020 count and to formulate an improved process for this year. For all populations, including youth, GA-504 improved sheltered data integrity by having the HMIS admin analyze shelter PIT reports and engage in direct TA to ensure data quality, validity and integrity related to CH designation, especially in local emergency shelters. In an effort to improve the sheltered PIT count for homeless families, the HMIS admin provided training to partner agencies who are the main provider of ES services for families within the CoC. Training focused on ensuring accurate intake dates and family composition. To better count homeless youth, PIT Count Coordinators worked with other members of PIT Count Committee to engage youth peer volunteers to identify locations where homeless youth are known to frequent and to participate in the count. The PIT Count Coordinators will continue to work w/stakeholders, community members, business owners & people w/lived experience to review past locations & identify new locations during each PIT planning period. Specifically for youth, the CoC will continue to work w/youth providers & local youth to revamp the night of the count process to select locations where homeless youth would most likely be identified. Feedback was also requested on partners, locations & approaches to use during the post-PIT count (up to 7 days after count). Emphasis is placed on using non-traditional partners, other systems of care, and other "touch points" to help engage w/anyone that may have been missed on the night of the count. In a large geography, the post-blitz PIT service-based count provides more opportunity to reach eligible respondents, especially ones that are harder to identify, such as homeless youth. The CoC will continue to increase coordination with community partners and improve HMIS data quality again to ensure and accurate reflection of sub-populations in future counts.

2B-4.	PIT Count–Methodology Change–CoC Merger Bonus Points.	
	NOFO Section V.B.5.a and V.B.7.c.	
	In the field below:	
1.	describe any changes your CoC made to your sheltered PIT count implementation, including methodology or data quality changes between 2023 and 2024, if applicable;	
2.	describe any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2023 and 2024, if applicable;	
3.	describe whether your CoC's PIT count was affected by people displaced either from a natural disaster or seeking short-term shelter or housing assistance who recently arrived in your CoCs' geographic; and	
4.	describe how the changes affected your CoC's PIT count results; or	
5.	state "Not Applicable" if there were no changes or if you did not conduct an unsheltered PIT count in 2024.	

(limit 2,500 characters)

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Going into PIT 2023, GA-504 instituted data quality protocol changes to improve the validity of the unsheltered PIT data. There was a heavier focus on providing one-on-one technical assistance with non-HMIS agencies and providing through HMIS data quality training with HMIS-participating agencies these data quality changes improved the validity and reliability of the data. The CoC facilitated increased training opportunities for the community on PIT requirements and specifically worked with the DV shelters and non-HUD-funded transitional housing programs to ensure a complete census on the night of the count. Training focused on ensuring the numbers reported reflect timely data entry and data accuracy from each contributing partner agency. In addition, improved data quality training with HMIS-participating agencies lead to better data collection, resulting in an increase of persons reported from 2022. The CoC lead, organized and analyzed PIT data reports from HMIS and had individual communication with each contributing partner agency to ensure timely data entry and data accuracy. Review of intake dates noted within HMIS ensured a proper count of those utilizing shelter services on the night of the count. The result of this review and subsequent data correction by agencies was a reported increase of persons utilizing emergency shelter on the night of the count.

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2C. System Performance

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2C-1.	Reducing the Number of First Time Homeless–Risk Factors Your CoC Uses.	
	NOFO Section V.B.5.b.	
	In the field below:	
1.	describe how your CoC determined the risk factors to identify persons experiencing homelessness for the first time;	
2.	describe your CoC's strategies to address individuals and families at risk of becoming homeless; and	
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time	

(limit 2,500 characters)

(1) The CoC has incorporated entry and exit surveys to better determine the risk factors that contribute to persons experiencing homelessness including those experiencing homelessness for the first time. The GA-504 also analyzes the supply of permanent housing units for persons with low income throughout the community compared to the number of individuals receiving services through CoC partners annually and the number of days/nights that temporary shelter options are being utilized. (2) Implementing diversion strategies to avoid first time homelessness including collaboration with the faith-based community to provide assistance where federally funded program and service dollars cannot; identifying the clients' obstacles, available personal and community resources and utilizing case management to ensure maintenance of housing stability and reduce the potential of experiencing homelessness. Identifying and working with housing subsidy providers and linking eligible households to providers affords the opportunity to have the strongest effect on lowering homelessness rates. The GA-504 also places a strong emphasis on supportive services coupled with permanent housing opportunities for persons with disabling conditions, including addiction. The CoC also works closely with the local Legal Aid organization to provide representation and services for families facing eviction. (3) Coordinated entry through CSRA Economic Opportunity Authority's Centralized Intake and Assessment/Resource Center for the Homeless.

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2C-1a.	Impact of Displaced Persons on Number of First Time Homeless.	
	NOFO Section V.B.5.b	

Was your CoC's Number of First Time Homeless [metric 5.2] affected by the number of persons seeking short-term shelter or housing assistance displaced due to:

1.	natural disasters?	No
2.	having recently arrived in your CoC's geographic area?	No

2C-2.	Reducing Length of Time Homeless—CoC's Strategy.	
	NOFO Section V.B.5.c.	

In the field below:

1.	describe your CoC's strategy to reduce the length of time individuals and persons in families remain homeless;
2.	describe how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the length of time individuals and families remain homeless.

(limit 2,500 characters)

Applicant: Augusta CoC

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(1) Strategy to Reduce the Length of Time Individuals and Families Remain Homeless: The GA-504 CoC implements a multi-faceted strategy to reduce the length of time individuals and families remain homeless by focusing on rapid rehousing, Housing First principles, and coordinated entry (CE). The CoC prioritizes quickly moving individuals into permanent housing without preconditions, such as sobriety or employment, and provides tailored support services to help individuals stabilize. The CoC works to streamline the process by removing barriers to accessing housing and reducing time spent in emergency shelters or transitional housing. Additionally, the CoC engages with landlords to increase the availability of housing units for rapid rehousing and permanent supportive housing, while leveraging local, state, and federal resources to expand housing opportunities and maintain affordability. (2) Identification and Housing of Individuals with the Longest Lengths of Time Homeless:

The GA-504 CoC uses its coordinated entry system to track and identify individuals and families experiencing the longest periods of homelessness. Through the Homeless Management Information System (HMIS), the CoC collects data on each client's length of time homeless and other vulnerability factors, such as chronic homelessness status and disabling conditions. Clients with the longest homelessness durations are prioritized for housing interventions, including permanent supportive housing (PSH) and rapid rehousing programs. The CoC also uses a standardized assessment tool to rank individuals based on their vulnerability, housing needs, and length of homelessness, ensuring that those with the greatest need are prioritized for immediate housing placements. (3) The organization responsible for overseeing the GA-504 CoC's strategy to reduce the length of time individuals and families remain homeless is the Lead Agency, which coordinates the CoC's efforts and ensures that data-driven decisions are made. This role is often filled by the CoC Coordinator or Director of Homeless Services within the Lead Agency. This position is responsible for implementing and monitoring the strategies, ensuring compliance with federal guidelines, and reporting progress to the GA-504 CoC Board. They also work closely with service providers, housing authorities, and community stakeholders to reduce homelessness durations across the region.

2C-3.	Successful Permanent Housing Placement or Retention –CoC's Strategy.	
	NOFO Section V.B.5.d.	
	In the field below:	
	1. describe your CoC's strategy to increase the rate that individuals and persons in families residing in emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations;	
	2. describe your CoC's strategy to increase the rate that individuals and persons in families residing in permanent housing projects retain their permanent housing or exit to permanent housing destinations; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to increase the rate that individuals and families exit to or retain permanent housing.	

(limit 2,500 characters)

Applicant: Augusta CoC

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GA-504 has developed strategies to increase the rate at which households in ES, TH and RRH exit to permanent destinations. Current strategies are: (1) connect the most vulnerable households to RRH and PSH through an efficient and effective CE system (2) build relationships with local landlords to increase access to affordable housing units (3) connect households to mainstream housing subsidies (4) connect households to support services and mainstream benefits (5) connect households to education/employment training opportunities to improve their self-sufficiency. In unison, these strategies ensure households are linked to affordable housing options, have the necessary income to afford access and sustain that housing and have services available that are appropriate to ensure ongoing housing stability. Strategies to increase the rate at which households in permanent housing projects, other than RRH, retain their permanent housing or exit to permanent housing destinations have been more successful with a rate of 97% in FY22. Current strategies are (1) engage with consumers to ensure they are meeting their individualized service goals and are stable within housing (2) implement the CoC Move On Strategy, which includes providing pre-transition services such as basic living skills training, employment and community integration supports – as well as strong aftercare supports to ensure a successful transition over the long-term and (3) partner with affordable housing providers and cultivate relationships with local landlords to maintain an ongoing list of affordable housing vacancies. These strategies ensure clients in PSH programs are supported in maintaining housing, while fostering opportunities for greater housing self-sufficiency within the community. The position in charge of overseeing all of those strategies is the housing and services committee who reports to the GA-504 Executive Committee.

2C-4.	Reducing Returns to Homelessness–CoC's Strategy.	
	NOFO Section V.B.5.e.	
	In the field below:	
1.	describe your CoC's strategy to identify individuals and families who return to homelessness;	
2.	describe your CoC's strategy to reduce the rate that individuals and families return to homelessness; and	
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the rate individuals and persons in families return to homelessness.	

(limit 2,500 characters)

Applicant: Augusta CoC

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The Ga-504 CoC has implemented the utilization of entry/exit surveys to identify the risk factors clients experience allowing for analysis of the impact of these factors on the outcomes the clients experience. The CoC has designated the management of this responsibility to the HMIS admin. Partner RRH/PSH agencies offer wrap around services and intensive case managements to address the barriers that made or kept clients homeless so as to prevent a return. Partner RRH/PSH agencies continue support of clients upon program exit for approximately six months to ensure housing stability and/or provide resources as needed to maintain housing status. Prevention and shelter diversion are key interventions in the CoC's fight to reduce returns to homelessness. Immediate screening for these possibilities at entry preserves emergency beds for those who truly have nowhere else to go. Access to rental subsidies and CM at entry is often enough to ensure formerly homeless households successfully maintain stable housing. The CoC utilizes these tactics interchangeably in its strategy. Prevention targets those at imminent risk of homelessness and diversion targets people as they are applying for entry into shelter. Once a household enters in the system, it is assessed to determine needs through a series of questions during assessment.

Diversion activities include:

- Financial assistance;
- Mediation;
- Legal assistance;
- Exploration of other short-term housing options;
- Referral for mainstream resources;
- Other emergency assistance

The determining factor that CE staff will weigh when considering diversion assistance is "but for" the assistance be requested; the household would return to homelessness. This ensures that diversion assistance will be provided to the households in most need.

2C-5.	Increasing Employment Cash Income—CoC's Strategy.	
	NOFO Section V.B.5.f.	
	In the field below:	
1.	describe your CoC's strategy to access employment cash sources;	
2.	describe how your CoC works with mainstream employment organizations to help individuals and families experiencing homelessness increase their employment cash income; and	
3.	provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase income from employment.	

(limit 2,500 characters)

Applicant: Augusta CoC

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(1) The CoC's strategy to increase access to employment income is through collaboration with employment agencies and implementing and strengthening supported employment programs. This process begins at the Coordinated Entry project, our CoC's Centralized Intake and Assessment resource center. When families and individuals are assessed at the point of entry, they will be connected with local agencies who provide the necessary services that are appropriate for addressing their specific barriers to self-sufficiency. Some examples of employment resources are: Salvation Army Job Skills Training Program, Walton Options for Independent Living for those with disabilities, Vocational Rehabilitation through the GA DOL for those living with disabilities. (2) To increase access to employment, the CoC continues collaborations with providers like Goodwill to help clients gain work skills and employment opportunities. CoC agencies also collaborate on hosting job fairs to help bring employers to clients. CoC Partners work to identify and utilize additional employment opportunities through referrals to local apprenticeship, job training and soft-skills training programs such as Second Chances, RPM, and the EOA High Demand Career Initiative. (3) The CoC's Executive Committee is responsible for overseeing the CoC's strategy to increase jobs and income from employment.

2C-5a.	Increasing Non-employment Cash Income-CoC's Strategy	
	NOFO Section V.B.5.f.	
	In the field below:	
	1. describe your CoC's strategy to access non-employment cash income; and	
	2. provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase non-employment cash income.	

(limit 2,500 characters)

(1) The CoC's strategy to increase non-employment cash income is to coordinate training and outreach and strengthen partnerships with agencies that assist with benefits. The CoC has a SOAR trained staff who act as liaisons with the social security office. The SOAR process can be started even before a client gets into housing to help get clients income sooner. These specialists work with clients to help them in the process of obtaining SSI/SSDI benefits to increase non-employment income. The CoC strategy for increasing access to non-employment cash income is to increase non-employment resources the CoC assists clients in connecting with resources through our local Dept. of Human Service programs (TANF, WIC, EBT, etc.) through a partnership agreement between our CE project and the local DFCS office. Multiple CoC agencies work to provide clients with access to agencies that assist with SSI/SSDI, VA disability compensation, and retirement income to ensure clients are able to access benefits or begin the process as soon as possible. For Veteran clients, CoC veteran service providers utilize the VA's Homeless Providers Assistance Program to determine benefits client can access. (2) The CoC Executive Committee is responsible for overseeing the CoC's strategy to increase non-employment cash income.

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3A. Coordination with Housing and Healthcare

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3A-1.	New PH-PSH/PH-RRH Project–Leveraging Housing Resources.	
	NOFO Section V.B.6.a.	
	You must upload the Housing Leveraging Commitment attachment to the 4B. Attachments Screen.	

Is your CoC applying for a new PH-PSH or PH-RRH project that uses housing subsidies or subsidized housing units which are not funded through the CoC or ESG Programs to help individuals and families experiencing homelessness?	No
--	----

3A-2.	New PH-PSH/PH-RRH Project–Leveraging Healthcare Resources.	
	NOFO Section V.B.6.b.	
	You must upload the Healthcare Formal Agreements attachment to the 4B. Attachments Screen.	

Is your CoC applying for a new PH-PSH or PH-RRH project that uses healthcare resources to help individuals and families experiencing homelessness?	No
--	----

3A-3.	Leveraging Housing/Healthcare Resources–List of Projects.	
	NOFO Sections V.B.6.a. and V.B.6.b.	

If you selected yes to questions 3A-1. or 3A-2., use the list feature icon to enter information about each project application you intend for HUD to evaluate to determine if they meet the criteria.

Project Name	Project Type	Rank Number	Leverage Type
This list contains no items			

Applicant: Augusta CoC

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3B. New Projects With Rehabilitation/New Construction Costs

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3B-1.	Rehabilitation/New Construction Costs–New Projects.	
	NOFO Section V.B.1.r.	

Is your CoC requesting funding for any new project application requesting \$200,000 or more in funding for housing rehabilitation or new construction?	No
--	----

3B-2.	Rehabilitation/New Construction Costs–New Projects.	
	NOFO Section V.B.1.r.	

If you answered yes to question 3B-1, describe in the field below actions CoC Program-funded project applicants will take to comply with:

1.	Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); and
2.	HUD's implementing rules at 24 CFR part 75 to provide employment and training opportunities for low- and very-low-income persons, as well as contracting and other economic opportunities for businesses that provide economic opportunities to low- and very-low-income persons.

(limit 2,500 characters)

N/A

Applicant: Augusta CoC

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3C. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3C-1.	Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serve Persons Experiencing Homelessness as Defined by Other Federal Statutes.	
	NOFO Section V.F.	

	Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?	No
--	--	----

3C-2.	Cost Effectiveness of Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes.	
	NOFO Section V.F.	

You must upload the Project List for Other Federal Statutes attachment to the 4B. Attachments Screen.

If you answered yes to question 3C-1, describe in the field below:

1.	how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and
2.	how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act.

(limit 2,500 characters)

N/A

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4A. DV Bonus Project Applicants for New DV Bonus Funding

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2024 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

4A-1.	New DV Bonus Project Applicants.	
	NOFO Section I.B.3.J.	

	Did your CoC submit one or more new project applications for DV Bonus Funding?	No
Applicant Name		
This list contains no items		

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Before Starting the Project Listings for the CoC Priority Listing

The CoC Consolidated Application requires TWO submissions. Both this Project Priority Listing AND the CoC Application MUST be completed and submitted prior to the CoC Program Competition submission deadline stated in the NOFO.

The CoC Priority Listing includes:

- Reallocation forms – must be completed if the CoC is reallocating eligible renewal projects to create new projects or if a project applicant will transition from an existing component to an eligible new component.

- Project Listings:

- New;
- Renewal;
- UFA Costs;
- CoC Planning;
- YHDP Renewal; and
- YHDP Replacement and Reallocation.
- Attachment Requirement

- HUD-2991, Certification of Consistency with the Consolidated Plan – Collaborative Applicants must attach an accurately completed, signed, and dated HUD-2991.

Things to Remember:

- New and Renewal Project Listings – all CoC project applications must be reviewed, approved and ranked, or rejected based on the local CoC competition process.
- Project applications on the following Project Listings must be approved and are not ranked per the FY 2024 - FY 2025 CoC Program Competition NOFO:

- UFA Costs Project Listing;
- CoC planning Project Listing;
- YHDP Renewal Project Listing (All Rounds); and
- YHDP Replacement and Reallocation Project Listing.
- Collaborative Applicants are responsible for ensuring all project applications accurately appear on the Project Listings and there are no project applications missing from one or more Project Listings.
- For each project application rejected by the CoC the Collaborative Applicant must select the reason for the rejection from the dropdown provided.
- If the Collaborative Applicant needs to amend a project application for any reason, the Collaborative Applicant MUST ensure the amended project is returned to the applicable Project Listing AND ranked or approved BEFORE submitting the CoC Priority Listing to HUD in e-snaps.

Additional training resources are available online on HUD's website.
https://www.hud.gov/program_offices/comm_planning/coc/competition

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

1A. Continuum of Care (CoC) Identification

Instructions:

For guidance on completing the CoC Priority listing, please reference the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide on HUD's website.
https://www.hud.gov/program_offices/comm_planning/coc/competition.

Collaborative Applicant Name: Augusta, Georgia

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

2. Reallocation

Instructions:

For guidance on completing the CoC Priority listing, please reference the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide on HUD's website.
https://www.hud.gov/program_offices/comm_planning/coc/competition

2-1 Is the CoC reallocating funds from one or more eligible renewal grant(s) that will expire in Calendar Year 2025 into one or more new projects? No

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Continuum of Care (CoC) New Project Listing

Instructions:

Prior to starting the New Project Listing, review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide available on HUD's website.

To upload all new project applications submitted to this Project Listing, click the "Update List" button. This process may take a few minutes based upon the number of new projects submitted by project applicant(s) to your CoC in the e-snaps system. You may update each of the Project Listings simultaneously. To review a project on the New Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If you identify errors in the project application(s), you can send the application back to the project applicant to make the necessary changes by clicking the amend icon. It is your sole responsibility for ensuring all amended projects are resubmitted, approved and ranked or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps. https://www.hud.gov/program_offices/comm_planning/coc/competition.

WARNING: If you amend project applications back to project applicants to make changes or corrections in e-snaps, you must approve the resubmitted project applications. If you do not approve the resubmitted project applications, they will not be included on your CoC's Priority Listings, which could result in your CoC losing funding. HUD lacks the authority to fund projects unless they are included on the Priority Listings, which informs HUD which projects your CoC is prioritizing.

Project Name	Date Submitted	Comp Type	Applicant Name	Budget Amount	Grant Term	PH/Reallocation	Rank	PSH/RRH	Expansion
This list contains no items									

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Continuum of Care (CoC) Renewal Project Listing

Instructions:

Prior to starting the Renewal Project Listing, review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide available on HUD's website.

To upload all renewal project applications submitted to this Project Listing, click the "Update List" button. This process may take a few minutes based upon the number of renewal projects submitted by project applicant(s) to your CoC in the e-snaps system. You may update each of the Project Listings simultaneously. To review a project on the Renewal Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If you identify errors in the project application(s), you can send the application back to the project applicant to make necessary changes by clicking the amend icon. It is your sole responsibility for ensuring all amended projects are resubmitted, approved and ranked or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps.

https://www.hud.gov/program_offices/comm_planning/coc/competition.

The Collaborative Applicant certifies that there is a demonstrated need for all renewal permanent supportive housing and rapid re-housing projects listed on the Renewal Project Listing.

X

The Collaborative Applicant certifies all renewal permanent supportive housing and rapid rehousing projects listed on the Renewal Project Listing comply with program requirements and appropriate standards of quality and habitability.

X

The Collaborative Applicant does not have any renewal permanent supportive housing or rapid re-housing renewal projects.

WARNING: If you amend project applications back to project applicants to make changes or corrections in e-snaps, you must approve the resubmitted project applications. If you do not approve the resubmitted project applications, they will not be included on your CoC's Priority Listings, which could result in your CoC losing funding. HUD lacks the authority to fund projects unless they are included on the Priority Listings, which informs HUD which projects your CoC is prioritizing.

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Project Name	Date Submitted	Grant Term	Applicant Name	Budget Amount	Rank	PSH/RRH	Comp Type	Consolidation Type	Expansion Type
CSRA S+CR_T	2024-09-26 15:19:...	1 Year	Georgia Housing &...	\$135,480	1	PSH	PH		
Intake and Referr...	2024-11-13 13:30:...	1 Year	Augusta, Georgia	\$184,475	2		HMIS		

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Continuum of Care (CoC) Planning Project Listing

Instructions:

Prior to starting the CoC Planning Project Listing, review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide available on HUD's website.

To upload the CoC planning project application submitted to this Project Listing, click the "Update List" button. This process may take a few minutes while the project is located in the e-snaps system. You may update each of the Project Listings simultaneously. To review the CoC Planning Project Listing, click on the magnifying glass next to view the project details. To view the actual project application, click on the orange folder. If you identify errors in the project application, you can send the application back to the project applicant to make necessary changes by clicking the amend icon. It is your sole responsibility for ensuring all amended projects are resubmitted, approved and ranked or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps.

Only one CoC planning project application can be submitted and only by the Collaborative Applicant designated by the CoC which must match the Collaborative Applicant information on the CoC Applicant Profile.

https://www.hud.gov/program_offices/comm_planning/coc/competition.

WARNING: If you amend project applications back to project applicants to make changes or corrections in e-snaps, you must approve the resubmitted project applications. If you do not approve the resubmitted project applications, they will not be included on your CoC's Priority Listings, which could result in your CoC losing funding. HUD lacks the authority to fund projects unless they are included on the Priority Listings, which informs HUD which projects your CoC is accepting.

Project Name	Date Submitted	Grant Term	Applicant Name	Budget Amount	Accepted?
Augusta, GA 504 C...	2024-11-13 13:28:...	1 Year	Augusta, Georgia	\$106,248	Yes

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Continuum of Care (CoC) YHDP Renewal Project Listing

Instructions:

Prior to starting the YHDP Renewal Project Listing, review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide available on HUD's website.

To upload all YHDP Renewal project applications submitted to this Project Listing, click the "Update List" button. This process may take a few minutes based upon the number of YHDP Renewal projects submitted by project applicant(s) to your CoC in the e-snaps system.

You may update each of the Project simultaneously. To review a project on the YHDP Renewal Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If you identify errors in the project application(s), you can send the application back to the project applicant to make necessary changes by clicking the amend icon. It is your sole responsibility for ensuring all amended projects are resubmitted, approved and ranked (if applicable) or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps. .

As stated in the FY 2024 - FY 2025 NOFO, YHDP Renewal and YHDP Replacement applications must not be ranked.
https://www.hud.gov/program_offices/comm_planning/coc/competition.

The Collaborative Applicant certifies that there is a demonstrated need for all renewal permanent supportive housing and rapid rehousing projects listed on the YHDP Renewal Project Listing.

☐

The Collaborative Applicant certifies all renewal permanent supportive housing and rapid rehousing projects listed on the YHDP Renewal Project Listing comply with program requirements and appropriate standards of quality and habitability.

☐

The Collaborative Applicant does not have any renewal permanent supportive housing or rapid rehousing YHDP renewal projects.

☒

The CoC Project Listing is currently being updated by e-snaps. Due to the complexity of this process, the system may take several minutes. It will take longer based upon the number of projects that have been submitted to the CoC. You can either work on another parts of the CoC Project Listing or log out of e-snaps and come back later to view the updated list.

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

WARNING: If you amend project applications back to project applicants to make changes or corrections in e-snaps, you must approve the resubmitted project applications. If you do not approve the resubmitted project applications, they will not be included on your CoC's Priority Listings, which could result in your CoC losing funding. HUD lacks the authority to fund projects unless they are included on the Priority Listings, which informs HUD which projects your CoC is accepting.

Project Name	Date Submitted	Applicant Name	Budget Amount	Comp Type	Grant Term	Accepted?	PSH/RRH	Consolidation Type
This list contains no items								

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Continuum of Care (CoC) YHDP Replacement and YHDP Reallocation Listing

Instructions:

Prior to starting the YHDP Replacement and YHDP Reallocation Project Listing, review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide available on HUD's website.

To upload all YHDP Replacement project and YHDP Reallocation project applications, submitted to this Project Listing, click the "Update List" button. This process may take a few minutes based upon the number of YHDP renewal projects submitted by project applicant(s) to your CoC in the e-snaps system.

You may update each of the projects simultaneously. To review a project on the YHDP Replacement and YHDP Reallocation Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If you identify errors in the project application(s), you can send the application back to the project applicant to make necessary changes by clicking the amend icon. It is your sole responsibility for ensuring all amended projects are resubmitted, approved and ranked (if applicable) or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps.

As stated in the FY 2024 - FY 2025 NOFO, YHDP Renewal, YHDP Reallocation and YHDP Replacement applications must not be ranked.
https://www.hud.gov/program_offices/comm_planning/coc/competition.

WARNING: If you amend project applications back to project applicants to make changes or corrections in e-snaps, you must approve the resubmitted project applications. If you do not approve the resubmitted project applications, they will not be included on your CoC's Priority Listings, which could result in your CoC losing funding. HUD lacks the authority to fund projects unless they are included on the Priority Listings, which informs HUD which projects your CoC is accepting.

Project Name	Date Submitted	Applicant Name	Budget Amount	Comp Type	Grant Term	Funding Type	Accepted?
This list contains no items							

Project Priority List FY2024	Page 10	11/13/2024
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Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Funding Summary

Instructions

This page provides the total budget summaries for each of the project listings after you approved and ranked or rejected new and renewal project applications. You must review this page to ensure the totals for each of the categories is accurate.

The "Total CoC Request" indicates the total funding request amount your CoC will submit to HUD for funding consideration. As stated previously, only 1 UFA Cost project application (for UFA designated Collaborative Applicants only) and only 1 CoC Planning project application can be submitted and only the Collaborative Applicant designated by the CoC is eligible to request these funds.

Title	Total Amount
CoC Renewal Amount	\$319,955
New CoC Bonus and CoC Reallocation Amount	\$0
New DV Bonus Amount	\$0
New DV Reallocation Amount	\$0
CoC Planning Amount	\$106,248
YHDP Renewal and Replacement Amount	\$0
YHDP Reallocation Amount	
Rejected Amount	\$0
TOTAL CoC REQUEST	\$426,203

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Attachments

Document Type	Required?	Document Description	Date Attached
Certification of Consistency with the Consolidated Plan (HUD-2991)	Yes	GA504 Certs of Co...	11/13/2024
Other	No		
Other	No		
Project Rating and Ranking Tool (optional)	No		

Attachment Details

Document Description: GA504 Certs of Consistency

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

Submission Summary

WARNING: The FY 2024 - FY 2025 CoC Consolidated Application requires submissions of CoC Priority Listings AND the CoC Application.

As stated in the FY 2024 - FY 2025 CoC and YHDP Program NOFO, for FY 2024 funding, CoCs must submit the FY 2024 - 2025 CoC Application and the FY 2024 Priority Listing by the FY 2024 Application Submission Deadline.

WARNING: The FY 2024 - FY 2025 CoC Consolidated Application requires submissions of CoC Priority Listings AND the CoC Application.

As stated in the FY 2024 - FY 2025 CoC and YHDP Program NOFO, for FY 2024 funding, CoCs must submit the FY 2024 - 2025 CoC Application and the FY 2024 Priority Listing by the FY 2024 Application Submission Deadline.

Page	Last Updated
Before Starting	No Input Required
1A. Identification	11/13/2024
2. Reallocation	11/13/2024
5A. CoC New Project Listing	No Input Required
5B. CoC Renewal Project Listing	11/13/2024
5D. CoC Planning Project Listing	11/13/2024
5E. YHDP Renewal Project Listing	No Input Required

Project Priority List FY2024	Page 14	11/13/2024
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Applicant: Augusta CoC

GA-504

Project: GA-504 CoC Registration and Application FY2024

COC_REG_2024_215196

**5F. YHDP Replacement and YHDP Reallocation
Project Listing**

No Input Required

Funding Summary

No Input Required

Attachments

11/13/2024

Submission Summary

No Input Required

**U.S. Department of Housing
and Urban Development**

**Certification of Consistency Plan
with the Consolidated Plan
for the Continuum of Care
Program Competition**

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Augusta Housing and Community Development

Project Name: Augusta CoC Planning Grant

Location of the Project: 510 Fenwick Street Augusta, Georgia 30901

Name of

Certifying Jurisdiction: Augusta, Georgia

Certifying Official

of the Jurisdiction Name: Hawthorne E. Welcher, Jr.

Title: Director, Augusta Housing and Community Development

Signature: 

Date: 11/7/24

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).

HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Exp. 7/31/2022)

**U.S. Department of Housing
and Urban Development**

**Certification of Consistency Plan
with the Consolidated Plan
for the Continuum of Care
Program Competition**

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Augusta Housing and Community Development

Project Name: Intake and Referral Services Coordination HMIS

Location of the Project: 510 Fenwick Street Augusta, Georgia 30901

Name of

Certifying Jurisdiction: Augusta, Georgia

Certifying Official

of the Jurisdiction Name: Hawthorne E. Welcher, Jr.

Title: Director, Augusta Housing and Community Development

Signature: 

Date: 11/7/24

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

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HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Exp. 7/31/2022)

**U.S. Department of Housing
and Urban Development**

**Certification of Consistency Plan
with the Consolidated Plan
for the Continuum of Care
Program Competition**

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Georgia Housing and Finance Authority

Project Name: CSRA S+CR_T

Location of the Project: 1261 Greene Street, Augusta, Georgia 30901

Name of
Certifying Jurisdiction: Augusta, Georgia

Certifying Official
of the Jurisdiction Name: Hawthorne E. Welcher, Jr.

Title: Director, Augusta Housing and Community Development

Signature: 

Date: 11/7/24

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).

HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Exp. 7/31/2022)

**U.S. Department of Housing
and Urban Development**

**Certification of Consistency Plan
with the Consolidated Plan
for the Continuum of Care
Program Competition**

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: CSRA Economic Opportunity Authority, Inc.

Project Name: Centralized Intake and Assessment

Location of the Project: 1261 Greene Street Augusta, Georgia 30903

Name of

Certifying Jurisdiction: Augusta, Georgia

Certifying Official

of the Jurisdiction Name: Hawthorne E. Welcher, Jr.

Title: Director, Augusta Housing and Community Development

Signature: 

Date: 11/7/24

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).

HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Exp. 7/31/2022)

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 7.

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000550 AHCD Continuum of Care Program FY2025

Requesting Grant Funding offered by the U.S Department of Housing and Urban Development for Continuum of Care. Cash Match:/NO Funding Source 221073219/3313121EEO Required: NO EEO Department Notified: NO

Start Date: 01/01/2025

End Date: 12/31/2025

Submit Date: 11/15/2024

Department: 024

HCD

Cash Match?

N

Total Budgeted Amount: 426,203.00

Total Funding Agency:

426,203.00

Total Cash Match:

0.00

\$761,563.00
(DSE)

Sponsor: GM0001
Sponsor Type: F
Purpose: 13

HUD
Federal
Community

Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GM1054			

Type	By	Date	Approvals
FA	H.WELCHER	11/15/2024	

Dept. Signature:

Grant Coordinator Signature: MA @ 11/20/2024

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

11/20/2024

2.) I have reviewed the Grant application and enclosed materials and:

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

11/20/2024

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Administrative Services Committee Meeting

Meeting Date: 11/26/2024

HCD __ 2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve the 2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the U.S. Department of Housing and Urban Development (HUD).
Background:	<p>To fulfill statutory and regulatory requirements mandated by the U.S. Department of Housing and Urban Development with regard to the 2020-2024 Consolidated Plan, Augusta, GA must submit the 2023 Consolidated Annual Performance and Evaluation Report (CAPER). This report provides the jurisdiction an opportunity to evaluate its overall progress in carrying out priorities and specific objectives identified in its Consolidated Plan and its 2023 Annual Action Plan. The 2023 Consolidated Annual Performance and Evaluation Report (CAPER) summarizes the results of activities that have taken place during Program Year 2023. The performance report must include a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic demographics of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the Consolidated Plan and the Action Plan. The importance of timely and accurate performance reports cannot be overstated.</p> <p>Performance reporting meets three basic purposes:</p> <ul style="list-style-type: none"> • Provides HUD with necessary information to meet its statutory requirement to assess each grantee's ability to carry out relevant CPD programs in compliance with all applicable rules and regulations. • Provides information necessary for HUD's Annual Report to Congress, also statutorily mandated; and • Provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated neighborhoods and meeting objectives stipulated in their Consolidated Plan.

Utilizing Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with Aids (HOPWA) and HOME Investment Partnership (HOME) funds; Augusta - Richmond County, its sub-recipients and Partner Agencies utilize the CAPER to substantiate progress in accomplishing the goals outlined in this fifth year of the 2020-2024-Year Consolidated Plan.

Analysis:

The City received the following four (4) entitlement grants from HUD during 2023:

1. Community Development Block Grant (CDBG) is a formula-based program designed to develop viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities for persons of low and moderate income.
2. Emergency Solutions Grant (ESG) is a formula-based program targeted at improving the lives and safety of persons who are homeless or at-risk of becoming homeless.
3. HOME Investment Partnerships Program (HOME) is a formula-based program designed to expand and improve the supply of decent, safe and affordable housing and access to homeownership for very low and low-income persons.
4. Housing Opportunities for Persons with AIDS (HOPWA) Program is a formula-based program designed to provide housing and supportive services to low-income persons living with HIV/AIDS and their families.

This report ensures that Augusta, like other communities that receive CDBG, ESG, HOME, and HOPWA funds directly from HUD, incorporate all activity information in IDIS and that it is up to date as of the last day of the program year. This process is called end-of-year reporting, fulfilling three purposes by the grantee:

1. Meeting CAPER and program requirements.
2. Producing accurate IDIS reports, some of which must be made available to the public.
3. Ensuring that HUD will have the most current information during its annual assessment of a grantee's performance

Financial Impact:

Augusta, GA receives funding from the U.S. Department of Housing and Urban Development Department (HUD) on an annual basis. This information will have a net effect of \$0.00.

Alternatives:

Do not approve HCDs Request

Recommendation:

Motion to approve the 2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the U.S. Department of Housing and Urban Development (HUD).

**Funds are available in
the following accounts:**

Not Applicable

**REVIEWED AND
APPROVED BY:**

Procurement

Finance

Law

Administrator

Clerk of Commission

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Rental units rehabilitated	Household Housing Unit	0	43		30	159	97.60%

Affordable Housing	Affordable Housing	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Homeowner Housing Added	Household Housing Unit	75	8	10.67%	45	10	30.00%
Affordable Housing	Affordable Housing	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Homeowner Housing Rehabilitated	Household Housing Unit	125	100	80.20%	55	19	45.55%

Affordable Housing	Affordable Housing	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Direct Financial Assistance to Homebuyers	Households Assisted	50	17	75.00%	17	0	60.00%
Community Development Strategy	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	1	50.00%			

Community Development Strategy	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7500	0	0.00%			
Community Economic Development Strategy	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Facade treatment/business building rehabilitation	Business	2	1		7	0	10.00%

Community Economic Development Strategy	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Jobs created/retained	Jobs	250	140	0.00%	5	7	140.00%
Community Economic Development Strategy	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Businesses assisted	Businesses Assisted	240	170	0.00%	25	0	100.00%

Fair Housing	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	500	100.00%			
Fair Housing	Non-Housing Community Development	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Other	Other	0	0		2	2	0.00%

Planning and Entitlement Grant Administration	Planning and Entitlement Grant Administration	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Other	Other	1	1	100.00%	1	1	100.00%
Strategies for Persons with HIV	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1400	40	10.00%			

Strategies for Persons with HIV	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	200		275	180	70.00%
Strategies for Persons with HIV	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	1700	0	0.00%	80	0	0.00%

Strategies for Persons with HIV	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Homelessness Prevention	Persons Assisted	0	158		225	158	70.00%
Strategies for Persons with HIV	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA-CV: \$ / Lead Paint Hazard Reduction Program: \$	Housing for People with HIV/AIDS added	Household Housing Unit	28	9	100.00%			

Strategies to Address Homelessness	Homeless	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%			
Strategies to Address Homelessness	Homeless	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		75	37	50.00%

Strategies to Address Homelessness	Homeless	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Homeless Person Overnight Shelter	Persons Assisted	150	1085	730.00%	1000	1085	100.00%
Strategies to Address Homelessness	Homeless	CDBG: \$ / HOPWA: \$ / HOME: \$ / ESG: \$ / CDBG-CV: \$ / ESG-CV: \$ / HOPWA- CV: \$ / Lead Paint Hazard Reduction Program: \$	Homelessness Prevention	Persons Assisted	150	0	100.00%	140	236	200.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

Augusta - Richmond County identified several priority strategic goals in the FY2022-24 5-Year Consolidated Plan. The following highlights some of Augusta-Richmond County's progress in meeting those goals.

1. Goal: Homeownership Assistance: ___ persons were provided Down Payment Assistance utilizing HOME funding in support of home purchases in program year 2022.
2. Goal: Housing Rehab: Housing Rehabilitation services through Augusta-Richmond County's Homeowner Rehab Program, administered by AHCD, remained an effective means of sustaining affordable home ownership in program year 2022. Utilizing available funding, ___ homeowner's properties were rehabilitated under this program in program year 2022.
3. Goal: Increase Housing Opportunities for PLWHA: Utilizing HOPWA funding, ___ persons with HIV were provided with rental assistance through the Short-Term Rent, Mortgage, and Utility Assistance (STRMU) program in program year 2022. Additionally, ___ persons with HIV were provided with tenant based rental assistance (TBRA) through projects supported by HOPWA funding in program year 2022.
4. Goal: Increase Provision of Case Management Services: Augusta-Richmond County, through AHCD and in partnership with members of the local Continuum of Care (CoC), have continued to increase engagement efforts with persons experiencing or at-risk of homelessness through increased quantity and quality of case management services offered to those persons.
5. Goal: Increase Rapid Re-housing and Homeless Prevention: Augusta - Richmond County, through AHCD, has increased its provision of rental assistance to local residents experiencing housing instability. During the 2022 program year, it was anticipated that approximately ___ households would be able to be assisted through both Rapid Re-housing and Homeless prevention; performance far exceeded expectation as more than ___ persons were able to be assisted during the program year.

CR-10 - Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)**

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

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CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,825,408	1,587,194.21
HOME	public - federal	1,318,350	909,190.80
HOPWA	public - federal	910,893	272,870.62
ESG	public - federal	152,110	117,865.54
Other	public - federal	1,250,265.10	1,399,765.70

Table 3 - Resources Made Available**Narrative****Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Eligible Area	55		
Citywide	30		
LANEY-WALKER/BETHLEHEM NRS	15		

Table 4 – Identify the geographic distribution and location of investments**Narrative**

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	8,453,704.48
2. Match contributed during current Federal fiscal year	25,600.00
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	8,479,304.48
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	8,479,304.48

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	100	0
Number of Non-Homeless households to be provided affordable housing units	50	0
Number of Special-Needs households to be provided affordable housing units	200	0
Total	350	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	100	0
Number of households supported through The Production of New Units	10	0
Number of households supported through Rehab of Existing Units	30	61
Number of households supported through Acquisition of Existing Units	4	3
Total	144	64

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons

served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	6	0
Low-income	56	12
Moderate-income	5	5
Total	67	17

Table 13 – Number of Households Served

Narrative Information

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Actions taken to provide assistance to troubled PHAs

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

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CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

CR-55 - HOPWA 91.520(e)**Identify the number of individuals assisted and the types of assistance provided**

Table for report on the one-year goals for the number of households provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance payments to prevent homelessness of the individual or family; tenant-based rental assistance; and units provided in housing facilities developed, leased, or operated with HOPWA funds.

Number of Households Served Through:	One-year Goal	Actual
Short-term rent, mortgage, and utility assistance payments		114
Tenant-based rental assistance		25
Units provided in transitional housing facilities developed, leased, or operated with HOPWA funds		0
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds		0
Total		139

Table 14 – HOPWA Number of Households Served

Narrative

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 15 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.

Table 16 – Qualitative Efforts - Number of Activities by Program

Narrative

CR-60 - ESG 91.520(g) (ESG Recipients only)**ESG Supplement to the CAPER in *e-snaps*****For Paperwork Reduction Act****1. Recipient Information—All Recipients Complete****Basic Grant Information**

Recipient Name AUGUSTA
Organizational DUNS Number 073438418
UEI
EIN/TIN Number 582204274
Identify the Field Office ATLANTA
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance

ESG Contact Name

Prefix Mr
First Name Hawthorne
Middle Name E
Last Name Welcher
Suffix Jr
Title Director

ESG Contact Address

Street Address 1 510 Fenwick Street
Street Address 2
City Augusta
State GA
ZIP Code 30901-
Phone Number 7068211797
Extension 3084
Fax Number
Email Address hwelcher@augustaga.gov

ESG Secondary Contact

CAPER

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Prefix	Mr
First Name	Juan
Last Name	Mobley
Suffix	
Title	Community Development Manager
Phone Number	7068261359
Extension	
Email Address	jmobley@augustaga.gov

2. Reporting Period—All Recipients Complete

Program Year Start Date	01/01/2023
Program Year End Date	12/31/2023

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a visting services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	524
Children	342
Don't Know/Refused/Other	0
Missing Information	0
Total	866

Table 16 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	845
Children	425
Don't Know/Refused/Other	0
Missing Information	0
Total	2,115

Table 17 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	801
Children	198
Don't Know/Refused/Other	0
Missing Information	0
Total	999

Table 18 – Shelter Information

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4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 19 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	2,440
Children	1,329
Don't Know/Refused/Other	0
Missing Information	0
Total	3,789

Table 20 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	1,652
Female	2,023
Transgender	4
Don't Know/Refused/Other	0
Missing Information	110
Total	3,789

Table 21 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	1326
18-24	220
25 and over	2,223
Don't Know/Refused/Other	0
Missing Information	20
Total	3,789

Table 22 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	120	9	62	20
Victims of Domestic Violence	31	0	6	22
Elderly	250	30	115	120
HIV/AIDS	109	109	0	0
Chronically Homeless	54	0	25	15
Persons with Disabilities:				
Severely Mentally Ill	205	0	30	0
Chronic Substance Abuse	115	0	8	0
Other Disability	198	0	41	0
Total (unduplicated if possible)	289	0	0	0

Table 23 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	0
Total Number of bed-nights provided	0
Capacity Utilization	0.00%

Table 24 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2021	2022	2023
Expenditures for Rental Assistance	6,552	110,867.08	
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			48,020
Subtotal Homelessness Prevention	6,552	110,867.08	48,020

Table 25 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2021	2022	2023
Expenditures for Rental Assistance	36,122	672,158.73	72,991.15
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing	36,122	672,158.73	72,991.15

Table 26 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2021	2022	2023
Essential Services	703,494	713,622	709,542
Operations			
Renovation			
Major Rehab	49,553		
Conversion			
Subtotal	753,047	713,622	709,542

Table 27 – ESG Expenditures for Emergency Shelter**11d. Other Grant Expenditures**

	Dollar Amount of Expenditures in Program Year		
	2021	2022	2023
Street Outreach			50,000
HMIS			
Administration			

Table 28 - Other Grant Expenditures**11e. Total ESG Grant Funds**

Total ESG Funds Expended	2021	2022	2023
	92,227		

Table 29 - Total ESG Funds Expended

11f. Match Source

	2021	2022	2023
Other Non-ESG HUD Funds			
Other Federal Funds	72,754		
State Government			
Local Government	35,000		
Private Funds			
Other	32,789		
Fees			
Program Income			
Total Match Amount	140,543		

Table 30 - Other Funds Expended on Eligible ESG Activities**11g. Total**

Total Amount of Funds Expended on ESG Activities	2021	2022	2023
	232,770	1,496,647	121,011.15

Table 31 - Total Amount of Funds Expended on ESG Activities



Administrative Services Committee

Meeting Date: November 26, 2024

2025 Annual Bid Award – Procurement Department

Department: Procurement

Presenter: Darrell White

Caption: Motion to approve of the following annual bid items, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision.

Utilities: 25-011 Chemicals.

Engineering and Environmental Svcs: 25-099 Thermoplastic Traffic Marking
and 25-047 Traffic Sign Blanks

Sheriff's Office: 25-095 Inmate Toiletries

Background:

Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code.

2025 BUDGET

Utilities Department:

25-011 Chemicals	\$2,300,000
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Engineering and Environmental Svcs. Department

25-047 Traffic Sign Blanks	\$ 50,000
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25-099 Thermoplastic Traffic Marking	\$ 75,000
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Sheriff's Office

25-095 Inmate Toiletries	\$ 80,000
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The recommendation for the award is for a one-year term with the option to extend additional year upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award.

The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effort is the attached recommendation, which reflects a balanced consideration of factors such as cost-effectiveness, quality, and compliance with our procurement guidelines.

Enclosed herewith, please find the detailed recommendation of award for your review and approval. We believe that the selected vendors not only meet but exceed the specified requirements, and their proposals align with the principles of fairness, competitiveness, and transparency upheld by the Augusta Procurement Code.

Analysis:

The reason for seeking your approval is rooted in the fact that the User Department may need to submit requisitions for the purchase of items that exceed the \$25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54.

Section 1-10-54, under the "Authority of Administrator to make small purchases," clearly outlines that the Administrator is vested with the authority to make purchases, approve annual bids, and enter into professional services agreements without Commission approval for products, services, and annual bids not exceeding \$25,000.

In alignment with this provision, we seek approval for the bids, as they fall within the Administrator's purview for small purchases. The bid has undergone a meticulous review process by both the Procurement Department and the User Department, ensuring compliance with all relevant guidelines and standards.

Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.

Financial Impact:

User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility.

Importantly, the payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.

Alternatives:

Deny and require the user departments to follow the Procurement for acquiring quotes for the services needed.

Recommendation:

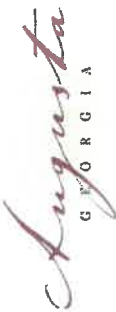
The Procurement Department recommendation is to approve as submitted by the Department and award the Annual Bid(s) as recommended per the Augusta Code.

Funds are available in the following accounts:

User Department are responsible for the procurement of items within their approved 2025 Budget.

REVIEWED AND APPROVED BY:

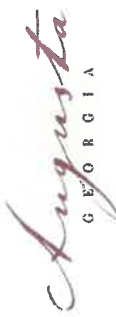
N/A

<div> <div>  </div> <div> <p>Bid Opening Bid Item #25-011 Chemicals – Annual Contract for Augusta, Georgia - Utilities Department Bid Due: Wednesday, September 18, 2024 1:00 p.m</p> </div> <div> <p>Pg. 1 of 2</p> </div> </div>									
<p>Total Number Specifications Mailed Out: 52 Total packages submitted: 17 Total Noncompliant: 0</p>									
VENDORS	Allied Universal Corp. 3901 N.W. 115 Avenue Miami, FL 33178	Aqua Smart, Inc. 3710 Atlanta Industrial Parkway, NW Suite 200-B Atlanta, GA 3031	Arq Purification, LLC 8051 E. Maplewood Ave., Suite 210	Brenntag Mid-South, Inc. 4200 Azalea Drive Charleston, SC, 29405	Burnett Lime Company 7095 Highway 11 Campobello, SC 29322	Carbon Activated, Corp. 2250 S. Central Ave. Compton, CA 90220	Carbonix, Inc. 3951 NW Terrace, Suite 111 Gainesville, FL 32606	Carus Chemical Company 315 Fifth Street Peru, IL 61354	Catalynt Solutions, Inc. 22817 102nd Place West Edmonds, WA 98020
Attachment B	YES	YES	YES	YES	YES	YES	YES	YES	YES
E-Verify	122833	368582	972943	305365	164016	972568	817879	300330	Except
Save Form	YES	YES	Yes	YES	YES	YES	YES	YES	YES
Addendum NO.1	YES	YES	Yes	YES	YES	YES	YES	YES	YES
1) Liquid Orthophosphate									
Proposed Dose(ppm)	N/B	0.5 ppm as actives	N/B	N/B	N/B	N/B	N/B	4.76mg/L 39.72 lbs per million gals of water	N/B
Product Cost per: Pound (\$)	N/B	\$1.244/liquid pound	N/B	N/B	N/B	N/B	N/B	0.63/lb	N/B
Annual Cost - See Note Above (\$)	N/B	\$205,773.00	N/B	N/B	N/B	N/B	N/B	\$342,510.53	N/B
2) ANTHRACITE									
Cost per Pound: (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Cost per 52 lb. Bag (\$):	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Cost per 2000 lb. Supersack	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Minimum Delivery Quantity	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks
3) Cationic Polymer C339									
Cost per Gallon (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4) Hydrofluoroisilic Acid								N/B	
Cost per Pound/Gallon (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

Pg. 1 of 2										
Bid Opening Bid Item #25-011 Chemicals – Annual Contract for Augusta, Georgia - Utilities Department Bid Due: Wednesday, September 18, 2024 1:00 p.m										
Cost for Tote per Gallon (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5) Liquid Lime (30% Ca (OH)2)										
Proposed Dose (ppm)	N/B	N/B	N/B	N/B	As needed per plant application	N/B	N/B	N/B	N/B	N/B
Cost per Gallon (\$)	N/B	N/B	N/B	N/B	\$.82/gal	N/B	N/B	N/B	N/B	N/B
6) Liquid Alum (A/2(SO4)3 .14H2O)										
Cost per Gallon (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1.07
7) Powdered Activated Carbon (PAC)										
Cost per Ton (\$)	N/B	N/B	N/B	N/B	\$1,860.00/ton (Bulk 10 ton min. delivery) \$1,720.00/ton (min order 15-ton) \$1,640.00/ton (min order 20-ton)	N/B	N/B	\$2080 per ton	\$2,100/ton	N/B
8) Potassium Permanganate										
Cost per 55 lb. Pail (\$):	N/B	N/B	N/B	N/B	\$137.25/each	N/B	N/B	N/B	N/B	N/B
Cost per 330 lb. Drum (\$):	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9) Sodium Hypochlorite 12.5%										
Cost per Gallon (700-800 Gal Per Delivery) (\$):	2.67/gal	N/B	N/B	N/B	\$3.49/gal	N/B	N/B	N/B	N/B	N/B
Cost per Gallon (700-1500 Gal Split Delivery) (\$)	2.17/gal	N/B	N/B	N/B	\$3.18/gal	N/B	N/B	N/B	N/B	N/B
Cost per Gallon (Full Tank – 5000 Gal Split Delivery (\$)	1.81/gal	N/B	N/B	N/B	\$2.42/gal	N/B	N/B	N/B	N/B	N/B
10) Solar Salt (Sodium Chloride)										
Cost per Pound (\$):	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.2455
Cost per 50 lb. Bag (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

Augusta
GEORGIA

Augusta G E O R G I A											Pg 2 of 2	
Bid Opening Bid Item #25-011 Chemicals – Annual Contract for Augusta, Georgia - Utilities Department Bid Due: Wednesday, September 18, 2024 1:00 p.m												
Total Number Specifications Mailed Out: 52 Total packages submitted: 17 Total Noncompliant:												
VENDORS	Chemrite, Inc. 5202 Bellewood Court, Ste. 104 Buford, GA 30518 Exceptions	Chemtrade 90 East Hasley Road Parsippany, NJ 07054	C & S Chemical 936 Holcomb Bridge Rd. Roswell, GA 30076	North Americas, Inc. 3200 University Ave. Marshall, TX 75670	Penco, Inc. P. O. Box 600 San Felipe, 77473	Polydyne Inc. 1 Chemical Plant Rd. Riceboro, GA 31323	Shannon Chemicals Corporation P.O. Box 376 Mahan, PA 19355	Unifit Corp. PO Box 614 Elwood City, PA 16117	Univar Solutions, USA 8201 S. 212th St Kent, WA 98032	USALCO, LLC 2601 Canney Ave. Baltimore, MD 21226		
Attachment B	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
E-Verify	101238	759558	862083	386498	183453	385743	342560	169321	176511	506330		
Save Form	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Addendum NO.1	YES	YES	YES	NO	YES	NO	YES	YES	NO	YES		
1) Liquid Orthophosphate												
Proposed Dose(ppm)	1.0ppm	N/B	N/B	N/B	N/B	N/B	1.0ppm	N/B	N/B	N/B		
Product Cost per: Pound (\$)	0.8752/lb	N/B	N/B	N/B	N/B	N/B	\$0.872/#	N/B	N/B	N/B		
Annual Cost - See Note Above (\$)	99,918.66	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		
2) ANTHRACITE												
Cost per Pound: (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$0.3615/lbs	\$.44/lbs	N/B		
Cost per 52 lb. Bag (\$):	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.7974/bag	\$22.88/bag	N/B		
Cost per 2000 lb. Supersack	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$701.6649/sack	N/B	N/B		
Minimum Delivery Quantity	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks	22/supersaks		
3) Cationic Polymer C339												
Cost per Gallon (\$)	N/B	N/B	N/B	N/B	N/B	\$13.538/gal (\$1.40/Lb/ \$9.67 Lbs/Gal.)	N/B	N/B	N/B	N/B		
4) Hydrofluoroosilic Acid												
Cost per Pound/Gallon (\$)	N/B	N/B	N/B	N/B	\$0.34/lb and \$3.10/gal	N/B	N/B	N/B	\$2.80/gal	N/B		

<div>  <div> <div>Bid Opening Bid Item #25-011 Chemicals – Annual Contract</div> <div>for Augusta, Georgia – Utilities Department</div> <div>Bid Due: Wednesday, September 18, 2024 1:00 p.m</div> </div> <div>Pg 2 of 2</div> </div>											
Cost for Tote per Gallon (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5) Liquid Lime (30% Ca (OH)2)											
Proposed Dose (ppm)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Cost per Gallon (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6) Liquid Alum (A/2(SO4)3..14H2O)											
Cost per Gallon (\$)	N/B	0.8888/gal \$329.20/dry ton	1.37/gal	N/B	N/B	N/B	N/B	N/B	N/B	1.02/gal	\$1.6196/liquid gal (\$612.20/dry ton)
7) Powdered Activated Carbon (PAC)											
Cost per Ton (\$)	\$2,580/ton 10/ton min order	N/B	N/B	\$1,660/ton HYDRODARCO B Bulk 40,000lb/ 20 ton min order	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8) Potassium Permanganate											
Cost per 55 lb. Pail (\$):	\$128.45	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$3.20	N/B
Cost per 330 lb. Drum (\$):	\$740.74	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$3.20	N/B
9) Sodium Hypochlorite 12.5%											
Cost per Gallon (700-800 Gal Per Delivery) (\$):	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Cost per Gallon (700-1500 Gal Split Delivery) (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Cost per Gallon (Full Tank – 5000 Gal Split Delivery (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
10) Solar Salt (Sodium Chloride)											
Cost per Pound (\$):	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1320/ Truck Load	N/B
Cost per 50 lb. Bag (\$)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	17.245 (\$0.3449/lb/bag)	N/B
	Exceptions									Exceptions	

UTILITIES DEPARTMENT



WES BYNE, PE
Director

MEMORANDUM

TO: Darrell White, Interim Procurement Director
Nancy Williams– Contract Compliance Administrator
Tywanna Scott – Procurement Assurance Analyst
April Payne – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Steve Little, Assistant Director – Finance and Admin.
Debra Beazley, Manager, W/WW Treatment System

SUBJECT: Chemical Supplies (Bid Item #25-011) Recommendation of Award (2025)

DATE: October 21, 2024

The 2025 tabulation worksheet for Bid# 25-011 listing the compliant bidders is attached.

It is our recommendation that the following Chemical Items be awarded to the following vendors:

CHEMICAL ITEM NO.	CHEMICAL DESCRIPTION	VENDOR NAME
1	LIQUID ORTHOPHOSPHATE (SEAQUEST BRAND)	AQUA SMART, INC.
2	ANTHRACITE	UNIFILT CORP.
3	CATIONIC POLYMER (C339)	POLYDYNE, INC.
4	HYDROFLUOROSILICIC ACID	UNIVAR SOLUTIONS, USA
5	LIQUID LIME (30% Ca (OH)2)	BURNETT LIME COMPANY
6	LIQUID ALUM (A/2(SO4)3, .14H20)	CHEMTRADE
7	POWDERED ACTIVATED CARBON (PAC)	ARQ PURIFICATION, LLC.
8	POTASSIUM PERMANGANATE	UNIVAR SOLUTIONS, USA
9	SODIUM HYPOCHLORITE 12.5%	ALLIED UNIVERSAL CORP.
10	SOLAR SALT (SODIUM CHLORIDE)	UNIVAR SOLUTIONS, USA

Thank you very much for your kind assistance regarding this matter.

Wes Byne, Director, Utilities Department

210x24

Date

CC: Allen Flanagan, Treatment Plant Manager- Hicks Plant
Robert Mobley, Treatment Plant Manager-Highland Ave. Plant
Shara Yarbough, Assistant Treatment Plant Manager-Highland Ave. Plant

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Invitation To Bid

Sealed bids will be received at this office until **Wednesday, September 18, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 966 517 3229; Passcode: 620177** for furnishing:

BID ITEM UTILITIES DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE (Bid Items may have more parent codes)
1	25-011 Chemicals	001-998-24; 015-190-00

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to annualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 6, 2024 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.


Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: annualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish: Augusta Chronicle August 15, 22, 29, 2024 & September 5, 2024
 Metro Courier August 15, 2024



Bid Item #25-047
Traffic Sign Blanks - Annual Contract
for Augusta, GA - Engineering Department - Traffic Engineering Division
Bid Due: Wednesday, October 16, 2024 @ at 11:00 a.m.

Total Number Specifications Mailed Out: 16
Total Packages Submitted: 5
Total Noncompliant: 0

VENDORS		Georgia Correction 2984 Clifton Springs Rd. Decatur, GA 30034	Light Enterprises of Ohio 22 E Springfield St. Frankfort, OH 45628	US Standard Sign 11400 Addison Ave. Franklin, Park, IL 60131	Osburn Associates 11931 SR 93 North Logan, OH 43138	Vulcan Signs PO Box 1850 Foley, AL 36536
Attachment "B"		YES	YES	YES	YES	YES
E-Verify Number		407892	957710	1453560	796331	259974
SAVE Form		YES	YES	YES	YES	YES
ADDENDUM 1		YES	YES	YES	YES	YES
Item #	Description	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	6" x 12"	\$2.60	\$1.90	\$2.10	\$1.50	\$2.61
2	6" x 18"	\$3.91	\$2.80	\$2.86	\$2.25	\$2.71
3	6" x 30"	\$6.57	\$4.56	\$3.92	\$3.73	\$4.06
4	8" x 24"	\$6.43	\$4.89	\$4.84	\$3.98	\$4.13
5	10" x 24"	\$10.49	\$6.10	\$6.05	\$4.97	\$4.95
6	12" x 12"	\$4.96	\$3.65	\$3.47	\$2.98	\$2.76
7	12" x 18"	\$7.83	\$5.48	\$4.62	\$4.47	\$3.92
8	12" x 24"	\$10.44	\$7.30	\$5.91	\$5.96	\$5.14
9	12" x 30"	\$12.50	\$9.13	\$7.39	\$7.45	\$6.62
10	12" x 36"	\$15.65	\$10.95	\$8.88	\$8.94	\$8.42
11	12" x 48"	\$20.49	\$14.60	\$11.85	\$11.92	\$10.77
12	12" x 60"	\$25.50	\$18.25	\$18.17	\$14.90	\$13.75
13	18" x 18"	\$11.35	\$8.21	\$6.65	\$6.71	\$5.88
14	18" x 24"	\$15.65	\$10.95	\$8.88	\$8.94	\$7.70
15	18" x 60"	\$38.30	\$27.37	\$25.56	\$22.43	\$19.71
16	18" x 72"	\$46.20	\$32.85	\$30.68	\$26.94	\$23.49
17	18" x 84"	\$53.90	\$38.32	\$35.78	\$31.40	\$27.27
18	18" x 96"	\$61.60	\$43.80	\$39.56	\$35.98	\$31.05
19	24" x 24"	\$20.49	\$14.60	\$11.85	\$11.92	\$10.27
20	24" x 30"	\$26.10	\$18.25	\$14.81	\$14.90	\$13.23
21	24" x 36"	\$28.90	\$21.90	\$17.76	\$17.88	\$15.98



Bid Item #25-047
Traffic Sign Blanks - Annual Contract
for Augusta, GA - Engineering Department - Traffic Engineering Division
Bid Due: Wednesday, October 16, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 16

Total Packages Submitted: 5

Total Noncompliant: 0

VENDORS		Georgia Correction 2984 Clifton Springs Rd. Decatur, GA 30034	Light Enterprises of Ohio 22 E Springfield St. Frankfort, OH 45628	US Standard Sign 11400 Addison Ave. Franklin, Park, IL 60131	Osburn Associates 11931 SR 93 North Logan, OH 43138	Vulcan Signs PO Box 1850 Foley, AL 36536
22	24" x 48"	\$40.95	\$13.32	\$23.69	\$23.84	\$20.67
23	24" x 60"	\$52.20	\$36.50	\$31.28	\$29.83	\$25.59
24	30" x 30" oct	\$32.62	\$22.40	\$17.60	\$18.63	\$16.06
25	30" x 30" sq	\$32.62	\$22.81	\$18.50	\$18.63	\$16.53
26	30" x 36"	\$39.17	\$27.37	\$22.21	\$22.35	\$19.75
27	30" x 48"	\$47.85	\$36.50	\$29.60	\$29.80	\$25.63
28	30" x 60"	\$75.68	\$45.62	\$37.02	\$37.25	\$32.80
29	36" x 36" sq	\$46.99	\$32.85	\$26.66	\$26.82	\$23.53
30	36" x 36" rd	\$46.57	\$32.85	\$27.65	\$26.94	\$22.66
31	36" x 48"	\$76.76	\$43.80	\$35.54	\$35.76	\$30.58
32	42" x 42"	\$95.00	\$44.71	\$44.49	\$36.64	\$34.74
33	48" x 48"	\$104.97	\$58.40	\$47.38	\$47.68	\$40.48
34	9" x 12"	\$3.71	\$2.80	\$2.86	\$2.25	\$3.23
35	30" x 30" pen	\$17.96	\$22.40	\$18.25	\$18.63	\$16.75
Extruded Blanks						
36	36" x 36" pen	\$24.89	\$32.50	\$25.80	\$26.82	\$23.13
37	9" x 18"	\$6.08	\$7.00	\$7.08	\$5.48	\$7.07
38	9" x 24"	\$6.76	\$9.34	\$8.94	\$7.30	\$8.78
39	9" x 30"	\$8.39	\$11.68	\$11.18	\$9.13	\$11.14
40	9" x 36"	\$9.99	\$14.00	\$13.42	\$10.95	\$12.91
41	9" x 42"	\$11.86	\$16.34	\$15.66	\$12.78	\$15.18
42	9" x 48"	\$13.20	\$18.68	\$17.87	\$14.60	\$17.22
Total		\$1,224.08	\$824.88	\$754.27	\$712.26	\$648.85



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

To: Darrell White, Interim Director Procurement
From: John Ussery, PE, Assistant Director of Traffic, AED
Date: November 4, 2024
Subject: 2025 Annual Bid – Traffic Sign Blanks Item #25-047

The chart below reflects Traffic Engineering recommendation for Bid Items stated. Please contact John Ussery at 706-821-1710 for additional information.

BID#	DESCRIPTION	AWARD TO:
25-047	Traffic Sign Blanks – Annual Contract	Vulcan Signs

Thank You.

cc: John Ussery, Assistant Director Traffic Engineering, AED
Guy Shepherd, Manager Streetlight Maintenance, Signs & Striping
Rodrique Sterling, Sign Supervisor
File

Invitation To Bid

Sealed bids will be received at this office until **Wednesday, October 2, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 966 517 3229; Passcode: 620177** for furnishing:

BID ITEM ENGINEERING AND ENVIRONMENTAL SERVICES DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE (Bid Items may have more parent codes)
1	25-001 Hand Tools	012-445-00; 012-445-39
2	25-016 Rock Various Sizes	013-745-77
3	25-047 Traffic Sign Blanks	014-085-85; 022-988-14
4	25-058 Erosion & Sedimentation Control	012-460-10; 028-659-00
5	25-099 Thermoplastic Traffic Marking	018-962-53; 024-550-36

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 20, 2024 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish: Augusta Chronicle August 29, 2024 and September 5, 12, 19, 2024
Metro Courier August 29, 2024



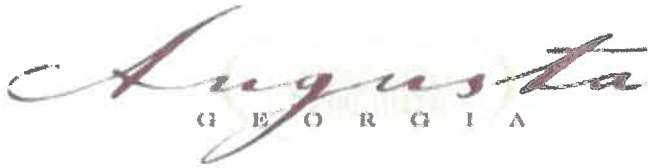
Bid Item #25-099 Thermoplastic Traffic Marking - Annual Contract

Augusta, Georgia - Engineering Department - Traffic Engineering

Bid Date: Wednesday, October 17, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 5
Total packages submitted: 2
Total Noncompliant: 0

Vendors		ENNIS-FLINT INC. 4161 PIEDMONT PARKWAY SUITE 370 GREENSBORO, NC 27410	Crown USA Inc. 6867 Mountainbrook Dr. Columbus, GA 31904	
Attachment B		YES	YES	
E-Verify Number		2180633	1784235	
SAVE Form		YES	YES	
Addendum 1		YES	YES	
Exceptions				
No.	Item Code	Description	Unit	Unit Price
1.	653-6004	White Thermoplastic (Crown Tech. Tuffline White Alkyd)	TON	\$1,600.00
2.	653-6006	Yellow Thermoplastic (Crown Tech. Ecotherm Yellow)	TON	\$1,500.00
3.	653-6006	White Acrylic Safety Paint (Aexcel 72W-A042)	5 GAL	\$85.00
4	653-6006	Yellow Acrylic Safety Paint (Aexcel 72Y-A056)	5 GAL	\$85.00
TOTAL				\$3,270.00
				\$2,944.25



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

To: Darrell White, Interim Director Procurement
From: John Ussery, PE, Assistant Director of Traffic, AED
Date: November 4, 2024
Subject: 2025 Annual Bid – Thermoplastic Item #25-099

The chart below reflects Traffic Engineering recommendation for Bid Items stated. The recommended bidder has the lowest line-item total of the acceptable bids received. Please contact John Ussery at 706-821-1710 for additional information.

BID#	DESCRIPTION	AWARD TO:
25-099	Thermoplastic – Annual Contract	Crown USA Inc.

Thank You.

/:sr

cc: John Ussery, Assistant Director Traffic Engineering, AED
Guy Shepherd, Manager Streetlight Maintenance, Signs & Striping
File

Invitation To Bid

Sealed bids will be received at this office until **Wednesday, October 2, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 966 517 3229; Passcode: 620177** for furnishing:

BID ITEM ENGINEERING AND ENVIRONMENTAL SERVICES DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE (Bid Items may have more parent codes)
1	25-001 Hand Tools	012-445-00; 012-445-39
2	25-016 Rock Various Sizes	013-745-77
3	25-047 Traffic Sign Blanks	014-085-85; 022-988-14
4	25-058 Erosion & Sedimentation Control	012-460-10; 028-659-00
5	25-099 Thermoplastic Traffic Marking	018-962-53; 024-550-36

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All questions must be submitted in writing by fax to 706 821-2811 or email to procannualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 20, 2024 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish: Augusta Chronicle August 29, 2024 and September 5, 12, 19, 2024
Metro Courier August 29, 2024



25-095 Inmate Toiletries - Annual Bid
for Augusta, Georgia - Sheriff's Office
Bid Opening: Wednesday, September 11, 2024 @ 1:00 p.m.

Total Number Specifications Mailed Out: 12

Total packages submitted: 6

Total Non-Compliant: 0

VENDORS			Charm-Tex 1618 Coney Island Ave. Brooklyn, NY 11230		Victory Supply, LLC 7025 Industrial Park Rd. Mount Pleasant, TN 38474		GCI 2984 Clifton Springs Rd. Decatur, GA 30034		Pyramid School Products 6510 North 54th Street Tampa, FL 33610		Bob Barker Company, Inc. 7925 Purfoy Rd. Fuquay Varina, NC 27526		ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702	
Attachment B			YES		YES		YES		YES		YES		YES	
E-Verify #			267678		468942		407892		238899		168473		302122	
SAVE Form			YES		YES		YES		YES		YES		YES	
ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	150 CS	Golden Shampoo 4 oz.	\$27.36	\$4,104.00	\$32.25	\$4,837.50	NB		NB		\$38.48	\$5,772.00	\$33.39	\$5,008.50
2	100 CS	Fresh Scent, Alcohol Free Stick Deodorant .5 oz.	\$35.90	\$3,590.00	\$42.14	\$4,213.75	NB		NB		\$55,369.00	\$5,369.00	\$46.15	\$4,615.00
3	150 CS	Colgate Toothpaste 1.5 oz size	\$25.90	\$3,885.00	NB		NB		NB		\$17.17	\$2,575.50	\$35.29	\$5,293.50
4	100 CS	Mennen Speedstick .5 oz.	NB		NB		NB		NB		\$33.96	\$3,396.00	\$34.62	\$3,462.00
5	20 CS	Toothbrushes, 1,440 case	\$72.90	\$1,458.00	\$98.58	\$1,971.50	NB		NB		\$55.70	\$1,114.00	\$80.34	\$1,606.80
6	50 CS	Bic Single Blade Razors, 1000 per case	\$146.90	\$7,345.00	NB		NB		NB		\$147.84	\$7,392.00	\$65.85	\$3,292.50
7	150 CS	Feminine Napkins Individually wrapped/boxed 250 case	\$23.90	\$3,585.00	NB		NB		\$26.99	\$4,048.50	\$13.49	\$2,023.50	\$26.34	\$3,951.00
8	25 CS	Dial Soap, 1.5 oz. size 500 per case	\$131.90	\$3,297.50	NB		NB		NB		\$119.58	\$2,989.50	\$71.28	\$1,782.00
9	25 CS	Dial Soap Pump 8 oz., Golden Antibacterial	NB		NB		NB		\$48.98	\$1,224.50	\$40.34	\$1,008.50	\$42.31	\$1,057.15
10	300 CS	Gloves: LATEX Powder free disp exam; white; non-sterile; 100 per box. Size Med-X-Large	\$43.90	\$13,170.00	\$52.81	\$15,843.75	NB		\$39.98	\$11,970.00	\$6.38	\$1,914.00	\$52.95	\$15,885.00

Item 9.

VENDORS	Gloves: NITRILE Powder free disp exam; white; non-sterile; 100 per box, Size Med- X Large	Charm-Tex 1618 Coney Island Ave. Brooklyn, NY 11230		Victory Supply, LLC 7025 Industrial Park Rd. Mount Pleasant, TN 38474		GCI 2984 Clifton Springs Rd. Decatur, GA 30034		Pyramid School Products 6510 North 54th Street Tampa, FL 33610		Bob Barker Company, Inc. 7925 Purfoy Rd. Fuquay Varina, NC 27526		ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	300 CS	\$51.90	\$15,570.00	\$59.98	\$17,994.00	NB		\$42.90	\$12,870.00	\$23.78	\$7,134.00	\$58.49	\$17,547.00
BOBS Velcro Sneaker/Tennis Shoe Size 7-13 Color: White													
12	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
	100 PR	Size 7	NB		\$5.49	\$549.00	NB		NB		\$5.98	\$598.00	\$9.75
	100 PR	Size 8	NB		\$5.49	\$549.00	NB		NB		\$5.98	\$598.00	\$9.75
	240 PR	Size 9	NB		\$5.49	\$1,317.60	NB		NB		\$5.98	\$598.00	\$9.75
	240 PR	Size 10	NB		\$5.49	\$1,317.60	NB		NB		\$5.98	\$1,435.20	\$9.75
	240 PR	Size 11	NB		\$5.49	\$1,317.60	NB		NB		\$5.98	\$1,435.20	\$9.75
13	240 PR	Size 12	NB		\$5.49	\$1,317.60	NB		NB		\$5.98	\$1,435.20	\$9.75
	240 PR	Size 13	NB		\$5.49	\$1,317.60	NB		NB		\$5.98	\$1,435.20	\$9.75
	SEVA Shower Sandals												
	Made with 100% EVA (Ethyl Vinyl Acetate), slip-resistant, stress tear resistant and waterproof. Orange with side size markings. Lightweight												
	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
	200 PR	Size Medium	\$3.39	\$678.00	\$2.69	\$538.67	NB		NB		\$2.94	\$588.00	\$3.90
14	250 PR	Size Large	\$3.39	\$847.50	\$2.69	\$673.33	NB		NB		\$2.94	\$735.00	\$3.90
	250 PR	Size X-Large	\$3.39	\$847.50	\$2.69	\$673.33	NB		NB		\$2.94	\$735.00	\$3.90
	250 PR	Size 2 X-Large	\$3.39	\$847.50	\$2.69	\$673.33	NB		NB		\$2.94	\$735.00	\$3.90
	Boxers, Sizes Med - 10 XL, Fly Front, Color=White 60 Cotton/40 Poly or hemmed leg, patch fly												
	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
	300 DZ	Medium	\$13.79	\$4,137.00	\$11.56	\$3,469.23	\$3.24	\$11,664.00	NB		\$13.48	\$4,044.00	\$12.97

Item 9.

VENDORS			Charm-Tex 1618 Coney Island Ave. Brooklyn, NY 11230		Victory Supply, LLC 7025 Industrial Park Rd. Mount Pleasant, TN 38474		GCI 2984 Clifton Springs Rd. Decatur, GA 30034		Pyramid School Products 6510 North 54th Street Tampa, FL 33610		Bob Barker Company, Inc. 7925 Purfoy Rd. Fuquay Varina, NC 27526		ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702	
700 DZ	Large	\$13.79	\$9,653.00	\$11.56	\$8,094.87	\$3.24	\$27,216.00	NB	\$13.48	\$9,436.00	\$12.97	\$9,079.00		
700 DZ	X Large	\$13.79	\$9,653.00	\$11.56	\$8,094.87	\$3.24	\$27,216.00	NB	\$13.48	\$9,436.00	\$12.97	\$9,079.00		
400 DZ	2X Large	\$13.79	\$5,516.00	\$11.56	\$4,625.64	\$3.24	\$15,552.00	NB	\$13.48	\$5,392.00	\$12.35	\$4,940.00		
150 DZ	3X Large	\$13.79	\$2,068.50	\$12.26	\$1,838.46	\$3.24	\$5,832.00	NB	\$15.98	\$2,397.00	\$14.72	\$2,208.00		
100 DZ	4X Large	\$14.79	\$1,479.00	\$12.26	\$1,838.46	\$3.24	\$3,888.00	NB	\$15.98	\$1,598.00	\$15.74	\$1,574.00		
100 DZ	5X Large	\$15.79	\$1,579.00	\$12.26	\$1,226.00	\$3.24	\$3,888.00	NB	\$15.98	\$1,598.00	\$16.38	\$1,638.00		
100 DZ	6X Large	\$16.79	\$1,679.00	\$12.26	\$1,226.00	\$3.24	\$3,888.00	NB	\$15.98	\$1,598.00	\$17.02	\$1,702.00		
100 DZ	7X Large	\$16.79	\$1,679.00	\$12.26	\$1,226.00	\$3.24	\$3,888.00	NB	\$15.98	\$1,598.00	\$18.30	\$1,830.00		
Socks, tube, Color=White 85 Acrylic/15 Poly														
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE		
700 DZ	Size one size fits all,	\$5.18	\$3,626.00	\$5.09	\$3,563.00	NB		\$23.16	\$16,212.00	\$4.77	\$3,339.00	\$5,551.00		
Undershirts, Sz:Med – 10XL, Crew Neck, Color=White, 100% Cotton														
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE		
100 DZ	Medium	NB		\$25.28	\$2,528.05	\$3.23	\$3,876.00	NB		\$20.58	\$2,058.00	\$2,746.00		
400 DZ	Large	NB		\$25.28	\$10,112.20	\$3.23	\$15,504.00	NB		\$20.98	\$8,392.00	\$10,984.00		
400 DZ	X Large	NB		\$25.28	\$10,112.20	\$3.23	\$15,504.00	NB		\$21.48	\$8,592.00	\$10,984.00		
350 DZ	2 X Large	NB		\$34.79	\$12,177.44	\$3.23	\$13,566.00	NB		\$24.48	\$8,568.00	\$11,441.50		
250 DZ	3 X Large	NB		\$34.79	\$8,698.17	\$3.23	\$9,690.00	NB		\$26.18	\$6,545.00	\$10,580.00		
150 DZ	4 X Large	NB		\$38.45	\$5,767.68	\$3.23	\$5,814.00	NB		\$27.18	\$4,077.00	\$6,732.00		

Item 9.

VENDORS		Charm-Tex 1618 Coney Island Ave. Brooklyn, NY 11230		Victory Supply, LLC 7025 Industrial Park Rd. Mount Pleasant, TN 38474		GCI 2984 Clifton Springs Rd. Decatur, GA 30034		Pyramid School Products 6510 North 54th Street Tampa, FL 33610		Bob Barker Company, Inc. 7925 Purfoy Rd. Fuquay Varina, NC 27526		ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702	
150 DZ	5 X Large	NB		\$38.45	\$5,767.68	\$3.23	\$5,814.00	NB		\$31.38	\$4,707.00	\$45.13	\$6,769.50
150 DZ	6 X Large	NB		\$43.57	\$6,535.50	\$4.00	\$7,200.00	NB		\$32.38	\$4,857.00	\$48.98	\$7,347.00
150 DZ	7 X Large	NB		\$43.57	\$6,535.50	\$4.00	\$7,200.00	NB		\$37.88	\$5,682.00	\$51.68	\$7,752.00
150 DZ	8 X Large	NB		\$43.57	\$6,535.50	\$4.00	\$7,200.00	NB		\$54.38	\$8,157.00	\$55.53	\$8,329.50
150 DZ	9 X Large	NB		\$43.57	\$6,535.50	\$4.00	\$7,200.00	NB		\$57.18	\$8,577.00	\$59.37	\$8,905.50
150 DZ	10 X Large	NB		\$43.57	\$6,535.50	\$4.00	\$7,200.00	NB		\$62.18	\$9,327.00	\$63.22	\$9,483.00
Panties, Color= Sz 5 - 14 White, 100% Cotton													
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
25 DZ	Size 5	\$8.98	\$224.50	\$7.29	\$182.37	\$21.63	\$6,489.00	NB		\$7.12	\$178.00	\$10.70	\$267.50
25 DZ	Size 6	\$8.98	\$224.50	\$7.29	\$182.37	\$21.63	\$6,489.00	NB		\$7.12	\$178.00	\$10.70	\$267.50
25 DZ	Size 7	\$8.98	\$224.50	\$7.29	\$182.37	\$21.63	\$6,489.00	NB		\$7.12	\$178.00	\$10.70	\$267.50
25 DZ	Size 8	\$8.98	\$224.50	\$7.29	\$182.37	\$21.63	\$6,489.00	NB		\$7.12	\$178.00	\$10.70	\$267.50
25 DZ	Size 9	\$10.79	\$269.75	\$8.06	\$201.60	\$21.63	\$6,489.00	NB		\$8.72	\$218.00	\$12.53	\$313.25
25 DZ	Size 10	\$10.79	\$269.75	\$8.06	\$201.60	\$21.63	\$6,489.00	NB		\$8.72	\$218.00	\$12.53	\$313.25
25 DZ	Size 11	\$11.79	\$294.75	\$8.31	\$207.69	\$21.63	\$6,489.00	NB		\$8.72	\$218.00	\$14.23	\$355.75
15 DZ	Size 12	\$11.79	\$176.85	\$8.31	\$124.62	\$21.63	\$3,893.40	NB		\$8.72	\$130.80	\$14.23	\$213.45
15 DZ	Size 13	\$12.79	\$191.85	\$8.31	\$124.62	\$21.63	\$3,893.40	NB		\$10.16	\$152.40	\$14.96	\$224.40
15 DZ	Size 14	\$12.79	\$191.85	\$8.31	\$124.62	\$21.63	\$3,893.40	NB		\$10.16	\$152.40	\$14.96	\$224.40
Sweatshirts Sz: Lg - 10XLg Color=Gray 50/50 Cotton Fleece													

VENDORS		Charm-Tex 1618 Coney Island Ave. Brooklyn, NY 11230		Victory Supply, LLC 7025 Industrial Park Rd. Mount Pleasant, TN 38474		GCI 2984 Clifton Springs Rd. Decatur, GA 30034		Pyramid School Products 6510 North 54th Street Tampa, FL 33610		Bob Barker Company, Inc. 7925 Purfoy Rd. Fuquay Varina, NC 27526		ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
10 DZ	Large	\$68.72	\$687.20	\$74.39	\$743.90	\$15.00	\$1,800.00	NB		\$63.48	\$634.80	\$110.16	\$1,101.60
8 DZ	X Large	\$68,372.00	\$687.20	\$74.39	\$595.12	\$15.00	\$1,448.00	NB		\$64.68	\$517.44	\$110.16	\$881.28
8 DZ	2 X Large	\$72.90	\$583.20	\$79.51	\$636.10	\$15.00	\$1,448.00	NB		\$70.68	\$565.44	\$114.36	\$914.88
8 DZ	3 X Large	\$78.90	\$631.20	\$83.90	\$671.22	\$15.00	\$1,448.00	NB		\$74.28	\$594.24	\$123.36	\$986.88
8 DZ	4 X Large	\$84.90	\$679.20	\$87.56	\$700.49	\$15.00	\$1,448.00	NB		\$74.28	\$594.24	\$136.20	\$1,089.60
8 DZ	5 X Large	\$88.90	\$711.20	\$87.56	\$700.49	\$15.25	\$1,464.00	NB		\$82.68	\$661.44	\$150.96	\$1,207.68
TOTAL BID PRICE:			\$106,566.50		\$183,910.20		\$172,030.52		\$46,235.00		\$177,197.20		\$233,298.47

18



RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Darrell White, Procurement

FROM: Capt. Sheila B. White

DATE: November 15, 2024

RE: 25-095 Inmate Toiletries Award Letter

Please award Bid Item# 25-095 in reference to Inmate Toiletries for the Richmond County Sheriff's Office for the year 2025 to the following Vendor from the tabulation sheet. They were the lowest bidder meeting specifications.

CHARM-TEX – Line Items 1, and 2

BOB BARKER – Line Items 3, 4, 5, 7, 9, 10, 11, 15, 16, 18

ICS Jail Supplies, Inc. – Line Items 6 and 8

VICTORY SUPPLY – Line Items 12, 13, 14, 17

Thanking you in advance

Invitation To Bid

Sealed bids will be received at this office until **Wednesday, September 11, 2024 @ 1:00 p.m. via ZOOM Meeting ID: 966 517 3229; Passcode: 620177** for furnishing:

BID ITEM SHERIFF DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE (Bid Items may have more parent codes)
1	25-095 Inmate Toiletries	OFF-485-86; OFF-652-57; OFF 652-42
2	25-098 Inmate Linens	CLO-850-00; CLO-850-01

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to annualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, August 30, 2024 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

The local bidder preference program is applicable to this project No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: annualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 8, 15, 22, and 29, 2024
Metro Courier August 8, 2024



Administrative Services Committee Meeting

Meeting Date: 11/26/2024

HCD_ Sand Hills Urban Development Funding Approval 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 funding to Sand Hills Urban Development to continue development in the Sand Hills Area and support the construction of three (3) single family affordable housing units to be sold to low income homebuyers.
Background:	<p>Housing and Community Development is assisting Sand Hills Urban Development by providing guidance and techniques of development via utilizing HOME funds. Sand Hills Urban Development has completed one single family unit and continues to show interest in developing affordable housing in the Sand Hills area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing three single family units:</p> <p>Sand Hills Urban Development is requesting:</p> <ul style="list-style-type: none"> • 517 First Avenue, Augusta, GA 30909: Funding Request: \$ 99,799.00 • 2742 Magnolia Avenue, Augusta, GA 30909: Funding Request: \$ 119,515.00 • 2744 Magnolia Avenue, Augusta, GA 30909: Funding Request: \$ 122,325.00 <p>Note 1: The funding request is to assist with the cost associated with the construction of three (3) single family affordable units.</p> <p>Note 2: All three (3) houses are Pre Sales.</p>
Analysis:	Approval of the contract will allow the partnership to construct (3) single family affordable housing units in the Turpin Hills 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 \$ 341,639.00 to assist in the construction of three 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 funding to Sand Hills Urban Development to continue development in the Sand Hills Area and support the construction of three (3) single family affordable housing units to be sold to low income homebuyers.
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

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 99,799.00**Ninety-Nine Thousand Seven Hundred Ninety-Nine Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“517 First Avenue– 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 First Avenue 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 \$ 99,799.00 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 517 First Avenue, 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 \$ **99,799.00** in HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 517 First Avenue 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. 517 First Avenue, Augusta, Georgia 30909

Initial: _____

C. 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 Peach Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. 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: **\$99,799.00** 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 \$ **99,799.00** 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 \$ **99,799.00** of the total development costs of a single project, and seeks to provide potential homebuyers 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 20% of sales proceeds to further future HOME development. (Example: 517 First Avenue sales for \$225,000; SHUD retains \$45,000.00 (20%) and pays HCD \$ 54,799.00)

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 **\$ 99,799.00** 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 **\$ 99,799.00**

TOTAL HOME PROJECT COST: \$ 99,799.00 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 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: _____
Tameka Allen
As its City 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 **\$99,799.00** 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.

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 119,515.00**One Hundred Nineteen Thousand Five Hundred Fifteen Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2742 Magnolia Avenue– Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2024 (“*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 First Avenue 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 \$ **119,515.00** 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 2742 Magnolia Avenue, 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 \$ **119,515.00** in HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 2742 Magnolia Avenue 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. 2742 Magnolia Avenue, Augusta, Georgia 30909

Initial: _____

C. 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 Peach Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. 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: **\$119,515.00** 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 **\$ 119,515.00** 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 **\$ 119,515.00** of the total development costs of a single project, and seeks to provide potential homebuyers 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 20% of sales proceeds to further future HOME development. (Example: 2742 Magnolia Avenue sales for \$249,500; SHUD retains \$49,900.00 (20%) and pays HCD \$ 69,615.00)

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 **\$ 119,515.00** 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 **\$ 119,515.00**

TOTAL HOME PROJECT COST: \$ 119,515.00 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 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 contrite 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: _____
Tameka Allen
As its City 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 **\$99,799.00** 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.

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 122,325.00**One Hundred Twenty-Two Thousand Three Hundred Twenty-Five Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2744 Magnolia Avenue– Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2024 (“*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 First Avenue unit. Sand Hills serves as a developer;

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 \$ 122,325.00 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 2744 Magnolia Avenue, one (1) single family unit to be constructed 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 \$ **122,325.00** in HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 2744 Magnolia Avenue 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. 2744 Magnolia Avenue, Augusta, Georgia 30909

Initial: _____

C. 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 Peach Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. 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: **\$122,325.00** 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 **\$ 122,325.00** 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 **\$ 122,325.00** of the total development costs of a single project, and seeks to provide potential homebuyers 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 20% of sales proceeds to further future HOME development. (Example: 2744 Magnolia Avenue sales for \$249,500; SHUD retains \$49,900.00 (20%) and pays HCD \$ 72,425.00)

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 **\$ 122,325.00** 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 **\$ 122,325.00**

TOTAL HOME PROJECT COST: **\$ 122,325.00** 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 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: _____
Tameka Allen
As its City 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 **\$122,325.00** 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

November 26, 2024

Charter Review- Proposal for Service

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve Proposal for Service, submitted by the University of Georgia Carl Vinson Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft. (Requested by Mayor Garnett Johnson)
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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Jasmine Sims
Sent: Wednesday, November 20, 2024 5:04 PM
To: Lena Bonner
Cc: Natasha L. McFarley; Mayor Johnson
Subject: Committee Meeting Agenda Item-November 26, 2024
Attachments: Full Augusta charter review proposal.pdf; Augusta GA Charter Review Resolution Draft.pdf

Good Afternoon Ms. Bonner,

Mayor Johnson has requested the following item be added to the Administrative Services Committee meeting agenda:

Motion to approve Proposal for Service, submitted by the University of Georgia Carl Vison Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft.

Please find the attached documents to accompany this requested item.

Thanks for help with this matter,
 Jazz

Jasmine Chavous Sims, MBA, EdS
Chief of Staff | Office of the Mayor
Augusta – Richmond County
 535 Telfair Street, Suite 200 • Augusta, GA 30901
 Office • 706-821-1834 | Mobile • 706-993-7358
jasminesims@augustaga.gov | www.augustaga.gov



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 AED:104.1



Carl Vinson Institute of Government UNIVERSITY OF GEORGIA

Proposal for Services

AUGUSTA-RICHMOND COUNTY CHARTER REVIEW ASSISTANCE

October 8, 2024

BACKGROUND AND PURPOSE:

In this proposal, the University of Georgia's Carl Vinson Institute of Government is responding to a request from the Augusta-Richmond County Consolidated Government ("Augusta") to provide Augusta's Charter Review Committee with technical assistance in the development, comprehensive review, and editing of the Augusta charter that reflects current operational practice and utilizes modern legal language to clarify intent. The Institute proposes to provide the Augusta Charter Review Committee support, consideration, and analysis of Augusta's government framework and/or suggested changes to the Augusta Charter to improve such structure to best serves its citizens. Under this proposed agreement, Augusta's City Attorney and Clerk will serve as the Institute's primary contacts in the development of an updated city charter and as the Institute's primary liaison with the Mayor and Council.

PROJECT GUIDANCE:

This research will be a partnership between the Institute, the Augusta Charter Review Committee, and the Augusta governing authority. It is contemplated that the Institute will provide staff expertise, documentation of meeting minutes and public comments, track amendments and capture charter proposed revisions, conduct bimonthly cadence meetings, and assist in research requested by the Committee Chairperson. The Charter Review Committee will provide Institute faculty with direction and feedback over the course of the project. To facilitate communication between the Institute and decision making within the Commission, the Institute and the Charter Commissioner Chairperson shall work closely in the coordination of the comprehensive review of the Charter.

SCOPE OF WORK:

The Institute of Government's goals for this study will be to:

1. Initiate activities including a project development meeting to further define project scope and identify relevant sources of data. The meeting time will also be spent coordinating with the Charter Review Committee Chairperson and the Mayor to obtain operational specific data to produce the most beneficial project foundation.
2. Provide staffing support at each meeting and public hearing to transcribe meeting documentation including minutes and public comment.
3. Conduct any research and interviews related to the project as directed by the Chairperson of the Charter Review Committee.
4. Clarify available options for the updated charter.
5. Review data, present findings, and provide associate advisement.
6. Perform brief studies as directed by the Committee related to a charter review.
7. Provide copies of the proposed draft charter.

The development of the updated charter will begin with a review of the current charter including all legislative and home rule amendments to the charter. The Institute will consult with the Committee in identifying specific sections of the existing charter that need to be revised and/or clarified in the new charter to reflect current practice. The Institute will provide copies of drafts to the Committee. The preparation of an updated charter by faculty of the Institute does not constitute legal advice and shall not be deemed to be the practice of law. The Committee shall be responsible for providing a proposed draft charter to the Mayor and Council and the local legislative delegation.

LOCAL GOVERNMENT RESPONSIBILITIES:

It is expected that the city will respond to any data and interview requests in a timely manner (e.g., within 3-4 business days) and will facilitate data collection and interview scheduling with city officials should they be necessary.

If response times are not feasible because of higher priorities associated with the day-to-day operation of the local governments, the timetable for completion of the study may be changed.

PROJECT TIMELINE:

Once the scope of work has been approved, it typically takes two weeks on the University side to complete a legal and administrative review of the contract and to have the contract offer in the hands of local government officials. The Institute foresees this project beginning January 1, 2025, and, assuming full and timely cooperation by all stakeholders, a final report being delivered by December 20, 2025.

PROJECT BUDGET:

The fee is contemplated as being funded by Augusta, through funds appropriated from the Augusta general fund. This is acknowledged as the appropriate source for a project intended to be of county/city-wide benefit. As Augusta is the steward of this fund, it will be the contracting party. Any required compliance with the Georgia Open Meetings Act shall be the responsibility of the Augusta. The Institute will provide the services outlined in this proposal including personnel, operating supplies, travel, report production, and other necessary and requested services at a total fixed fee cost of \$320,174. If a companion proposal for Preliminary Charter Review Assistance is agreed to in the amount of \$34,440, the total cost of this proposal will be reduced to \$286,734. This price is valid for 120 days from the date of this proposal.

DELIVERABLES:

The Institute and its faculty will:

1. Provide an electronic copy (.pdf file) of the final report.
2. Be available to provide consultation on the results of the study to the Charter Review Commission and County officials for three months following submission of the final report.

CAPABILITIES OF THE VINSON INSTITUTE:

The mission of the Institute of Government is to improve governance and the lives of people in Georgia. In carrying out this mission, the Institute can call on the wide-ranging knowledge base of the University of Georgia as well as on 90 years of direct service experience in providing technical assistance, research and policy analysis, and training to local and state governments in Georgia. The Institute is among the most highly rated university-based organizations designed specifically to span the gap between best practices research and the existing practice of government.

The proposed team for this project includes:

Lori Brill

404.463.6801

lori.brill@uga.edu

Lori Brill provides applied research and technical assistance to local governments in the arenas of local regulations, strategic planning, and organizational and operational reviews. Lori brings a wealth of in-depth local and state government knowledge to the Institute of Government. Lori has more than 20 years of experience providing legal, policy and research services at the local, regional and state levels. Prior to joining the Institute of Government in 2022, Lori served as a DeKalb County Senior Assistant Attorney, an Enforcement Attorney at the Georgia Secretary of State's Office, Deputy Legislative Counsel for the Georgia General Assembly and as a regional director for a telecommunications company. She has taught courses, authored papers, and updated legal treatises in her areas of expertise. She received her B.A. from Emory University and her J.D. from the University of Georgia School of Law.

Ms. Brill will be assisted on this project by Institute staff, research professionals, and legal interns.

Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft

1. The Augusta-Richmond County Commission approved a motion to approve tasking the Clerk of Commission to engage The University of Georgia Carl Vinson Institute of Government to begin the process of leading and providing guidance to Augusta Richmond County down the path towards the creation of a charter review committee.
2. The Charter Review Committee on is to study the charter of Augusta, Georgia, and provide a comprehensive review and propose changes and updates to the existing charter.
3. The committee shall be composed of eleven (11) members representing a fair cross section of citizens in the community, one (1) member shall be appointed by the Mayor of Augusta, Georgia and one member shall be appointed by each member of the Augusta Commission.
4. The appointed commission shall vote to designate the Chairperson, Vice Chairperson, and Secretary of the Commission.
5. The Chairperson shall preside over all meetings. In absence of the Chairperson, the Vice Chairperson shall preside.
6. A quorum of the committee shall consist of seven (7) members.
7. Upon appointment of members to the Charter Review Committee, Meeting dates and times need to be established. Preferably recommended by CVIOG.
8. The Charter Review Committee shall be a body independent of the Augusta Richmond County Commission and will work under the guidance of the University of Georgia Carl Vinson Institute of Government.
9. Appointed Committee members must be residents of Richmond County. Committee members cannot be current or former elected officials, cannot be members of any existing county board or authority, and cannot be an employee of the county.
10. Members shall serve without compensation.

11. Any member of the Commission may be removed by the Council for malfeasance, failure to attend three or more consecutive meetings (except for absences due to illness of the commission member or an immediate family member, birth or adoption of child, and military service), or willful neglect of duty.
 - The entity or official that made the official appointment shall fill the vacancy in the same manner as the original appointment.
 - If that entity or official fails to fill the vacancy within 20 business days from the written notice, the Mayor shall fill the vacancy.
12. The Charter Committee shall convene from January 1, 2025, to December 31, 2025.
13. The Augusta Richmond County Clerk of the Commission shall be responsible for administrative support to the Charter Review Committee.
14. All meetings held by the Charter Committee shall be open to the public and meeting notices shall be widely distributed through local publications, the internet and electronic mail. Proceedings of the Charter Committee shall be taped and available for on-demand viewing on the County's website.
15. The Charter Committee shall submit its final written recommendation(s) of any suggested revisions, updates, or changes to the charter no later than December 31, 2025, to the Mayor and Augusta-Richmond County commission.
16. A copy of the final report shall also be presented to each member of the Augusta Legislative Delegation, the Governor, the Lieutenant Governor, Speaker of the House and chairpersons of the Senate State and Local Governmental Operations committee and the House Governmental Affairs committee. A copy of the final report shall also be made available to the public.
17. All proposed final recommended changes and updates will be submitted to the Augusta Local Legislative Delegation for approval in the Georgia General Assembly.



Administrative Services Committee Meeting

November 26, 2024

Trane contract

Department:	N/A
Presenter:	N/A
Caption:	Mr. Ben Hasan relative to the debt and maintenance associated with the Trane Contract.
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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Benjamin Hasan <bzhasan54@yahoo.com>
Sent: Wednesday, November 20, 2024 7:29 PM
To: Lena Bonner
Subject: [EXTERNAL] Trane Contract and Maintenance contract

Good evening Mrs.Bonner,will you please place on the Adminstrator service committee to address the debt for the contract and the Maintenance contract for Trane! Thanks : Ben Hasan

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]



Administrative Services Committee Meeting

November 26, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of Administrative Services Committee held November 12, 2024.
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
<u>REVIEWED AND APPROVED BY:</u>	N/A



ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, November 12, 2024

1:20 PM

ADMINISTRATIVE SERVICES

PRESENT:

Commissioner Francine Scott

Commissioner Tony Lewis

Commissioner Sean Frantom

Commissioner Jordan Johnson

ALSO PRESENT:

Mayor Garnett Johnson

Commissioner Bobby Williams

Commissioner Stacy Pulliam

Commissioner Wayne Guilfoyle

1. **Discuss city's hiring policy** in association with presentation made by Mr. Lawrence Brannen (Justice Impacted Reformation Society, Inc.) an Amendment to Augusta's Equal Opportunity hiring policy. **(Deferred from the October 29, 2024 Administrative Services Committee)**

Motion to **direct** our Finance and Human Resources Directors to research Second Chance Programs and interact with the Jail Population Review Committee to bring recommendations to the commission relative to the city's hiring policy in association with presentation made by Mr. Lawrence Brannen (Justice Impacted Reformation Society, Inc.) an amendment to Augusta's Equal Opportunity hiring policy.

Motion made by Commissioner Johnson. Seconded by Commissioner Lewis

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carried 4-0

2. Approve the payment of essential employees as defined in the Augusta Inclement Weather/Emergency Condition Administrative Rule for employees who worked during the period of 5:00pm September 26, 2024 through September 27, 2024. In addition, approve the payment of compensatory time accrued by Fire Department personnel during the period September 26-October 7, 2024.

Motion to approve

Motion made by Commissioner Frantom. Seconded by Commissioner Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carried 4-0

3. Discuss adding a full time EMA Director in the 2025 budget. **(Requested by Commissioner Sean Frantom)**

Received as information without objections.

4. Discuss the status of the Clerk's Office. **(Requested by Commissioner Sean Frantom)**

Received as information without objection.



Administrative Services Committee Meeting

Meeting Date: 11/12/2024

HCD_ Laney Walker Development Corporation Agreement Amendment 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 amend an existing Laney Walker Development Corporation ~ Miller Street Agreement to enable development partner (LWDC/WD Communities) reimbursement ahead of two (2) housing sales using an allowable non-federal source due to several interested buyers being over the HUD total household income limit.
Background:	<p>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.</p> <p>On April 18, 2023, the Augusta, GA Commission approved Housing and Community's request to partner with Laney Walker Development Corporation to develop five (5) single family housing units on Miller Street (near medical district), and on February 2, 2024, the Augusta, GA Commission approved additional funding to support soft costs. To date, three (3) of these houses have been constructed and are currently being listed/marketed for sale (2 potential contracts under review).</p> <p>Housing and Community Development and Laney Walker Development Corporation (area nonprofit & Community Housing Development Organization) has a long history of working together to promote affordable housing as does Laney Walker Development Corporation have a proven track record of single family development within the community as well as a standing community development relationship with WD Communities spawning back to 2019 (development of five affordable/workforce houses that sold on Perry Avenue and Boyd Lane alike).</p>

To date, these homes are garnering a lot of interest due to their proximity to Piedmont Hospital/etc., but the majority of our interests has been from upper medical professionals whom all (to date) have exceeded the allowable HUD total family household income limits, thus creating a six/eight month delay wherein said houses are sitting and funding invested through partnership beginning to accrue interest.

Thus, knowing that we have potential buyers being vetted in the coffers, we ask for your understanding and gracious approval to move to use allowable Laney Walker/Bethlehem project funding to repay (out) this partnership ahead of each housing sale.

Upon the sale of each home, 100% of the sales proceeds shall be recouped and go to reimburse 100% of the funding distributed/paid out, thus yielding a zero net effect.

Repayment to include.....

- 1227 Miller Street, Augusta, GA 30901 (\$ 157,375.00)
 - 50% Construction Cost: \$115,0000.00
 - Developer's Fee earned: \$30,000
 - Other Holding Fees: \$12,375
- 1231 Miller Street, Augusta, GA 30901 (\$ 157,375.00)
 - 50% Construction Cost: \$115,0000.00
 - Developer's Fee earned: \$30,000
 - Other Holding Fees: \$12,375

Analysis:

Approval of the request will allow Housing and Community Development to maintain a strengthened relationship for future community economic development endeavors in all Augusta, GA areas of revitalization.

Financial Impact:

HCD will utilize Laney Walker/Bethlehem Project Funding (\$157,375/house) to reimburse the Laney Walker Development Corporation partnership investment, and upon the sale of each home (2), use the home sales proceeds (2) to reimburse 100% of funding distributed (HOME & LW/B Project funds), thus yielding a zero net effect.

Alternatives:

Do not approve HCD's Request.

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to amend an existing Laney Walker Development Corporation ~ Miller Street Agreement to enable development partner (LWDC/WD Comm) reimbursement ahead of two (2) housing sales using an

allowable non-federal source due to several interested buyers being over the HUD total household income limit.

Funds are available in the following accounts: LWB Redevelopment Cost
GL Code: 298077343-5413150

REVIEWED AND
APPROVED BY: 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 \$ **30,000.00** 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 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:

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. Housing and Community Development (c/o Laney Walker Development Corporation shall seek Augusta, GA Commission approval to reimburse/pay out LWDC/WD Communities partnership (for each house not sold) applicable invested costs (construction, developers, holding, etc.) if property is not sold/under contract within a reasonable period of six/eight months after Certificate of Occupancy (CO).
- C. Laney Walker Development Corporation shall maintain a separate account and accounting process for HOME funding sources.
- D. Laney Walker Development Corporation shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- E. 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.
- F. 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.
- G. 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.
- H. Laney Walker Development Corporation shall maintain an adequate financial system and internal fiscal controls.
- I. 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: _____
Tameka Allen
As 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 _____

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.

SAMPLE



Engineering Services Committee Meeting

Meeting Date: November 12, 2024

Augusta Solid Waste & Recycling Collection Services Contract

Service Area – Zone 1, Zone 2, & Zone 3

RFP 25-900

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE
Background:	Augusta, Georgia (City) Waste Collection & Disposal Services are presently provided under RFP 12-112. The term of this contract expires December 31, 2024. For continuity of services new Request for Proposal (RFP) was posted in June 2024 with closing by August 21, 2024. Augusta Waste Collection & Disposal Services service area is divided in three service zones; Zone 1, Zone 2, and Zone 3. Mandatory Residential Waste Collection & Disposal Services are provided by two waste hauling contractors since 2013. RFP25-900 included the same option, awarding contract up to two (2) qualified contractors. Augusta Mandatory Residential Waste Hauling services area served by two waste hauling contractors ensure continuity of present level of service and the possibility of improving it. 2012 services included “Recycling”, however, resident participation in recycling program was minimum and not cost effective. Hence, 2025 waste collection & disposal contract excluded “Recycling” with condition that “Recycling will be provided by the contract awarded contractors under separate account setup by property owner/user and the contractor.
Analysis:	RFP’s were received on August 21, 2024 and were evaluated based on criteria outlined in RFP document and ranked accordingly. Following firms submitted proposals.

Name**Rating**

1. Georgia Waste Systems, LLC 468.3/500
2. Coastal Waste & Recycling of Georgia, LLC 409.3/500
3. Capital Waste Services 351.7/500
4. Ryland Environmental, Inc. 321.8/500

Financial Impact:

Services cost is covered by Environmental Services Waste Collection Contract revenue.

Service Schedule & Rate

	Waste Type	Service Type	Service Frequency	Fee Unit / Account	Fee Unit Rate
1	Garbage, Yard Waste, Bulky Waste	Residential	Weekly	Monthly	\$24.14
2	Garbage	Non-Residential	Weekly	Monthly	\$18.25
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	Monthly	\$7.37
4	Garbage	Extra Cart	Weekly	Monthly	\$8.99

Note: under condition of this contract, the Contactor offering recycling service on request by contracting directly with residents and others on request.

Alternatives:

Not proposed.

Recommendation:

Approve the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE

Funds are available in the following accounts:

Environmental Services Waste Hauling Contract Revenue.
542000000-3441122

REVIEWED AND APPROVED BY:

HM/sr

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM Meeting ID: 856 0805 5725; Passcode: 25900** for furnishing:

RFP Item # 25-900 Solid Waste Collection and Disposal Services - Zones 1, Zone 2, and Zone 3 for Augusta, GA – Augusta Engineering and Environmental Services Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, July 22, 2024 @ 2:00 p.m. via ZOOM – Meeting ID: 897 7176 6700; Passcode: 157932.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 23, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond and a 100% payment bond will be required for award.**

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 27, 2024 and July 5, 11, 18, 2024
Metro Courier June 27, 2024


Revised: 6/20/24



**RFP Opening: RFP Item #25-900 Solid Waste Collection and Disposal Services
Area Zone One, Zone Two, and Zone Three for Augusta, GA-
Augusta Engineering and Environmental Services Department
RFP Date: Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 27
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 286
Georgia Procurement Registry: 757
Total Packages Submitted: 4
Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	YES	YES	102444	YES	YES	YES	YES
Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	YES	YES	1215852	YES	YES	YES	YES
Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	YES	YES	1333760	YES	YES	YES	YES
Capital Waste Services 132 Hedge Rd Aiken, SC 29801	YES	YES	2412723	YES	YES	YES	YES

<div><div></div><div><div>RFP Item #25 - 900 Solid Waste Collection and Disposal Services</div><div>Area Zone One, Zone Two, and Zone Three</div><div>for Augusta GA - Engineering and Environmental Services Department</div><div>RFP Date: Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM</div><div>Evaluation Date: Thursday, September 5 @ 3:00 p.m. via ZOOM</div></div><div>Item 15.</div></div>																					
Vendors			Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901		Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341		Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906		Capital Waste Services 132 Hedge Rd Aiken, SC 29801				Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901		Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341		Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906		Capital Waste Services 132 Hedge Rd Aiken, SC 29801		
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																		
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)				Weighted Scores													
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience • Relevant Services experience, specific qualifications, waste hauling expertise • Ongoing similar services contracts with other entities • Missed pickup collection response time history • Contractual dispute and environmental compliance history		(0-5)	20	5.0	4.3	3.1	3.7	100.0	86.7	62.0	73.3										
3. Organization & Approach • Understanding & familiarity of requested services • Roles & Organization of proposed Team serving this contract • Waste Hauling contract and services management approach • Proposed team role in contracted services delivery		(0-5)	15	5.0	4.3	3.3	4.2	75.0	65.0	50.0	62.5										
4. Scope of Services (30 points) - • Service delivery implementation plan • Customer service procedures • Service route management process/strategy • Service delivery communication with client process/strategy		(0-5)	15	5.0	3.7	3.3	3.7	75.0	55.0	50.0	55.0										
5. Available Resources and Financial Stability • Firm resources needed for completing requested services in timely manner and on schedule • Firm backup resources for continuity of uninterrupted services during primary assigned equipment failure or workforce emergency • Firm financial health and ability to provide needed resource		(0-5)	10	4.8	4.3	3.0	3.7	48.3	43.3	30.0	36.7										
6. References		(0-5)	5	5.0	4.8	4.6	4.2	25.0	24.2	23.2	20.8										
7. Proximity to Area - enter the point value for the one line only)							Cost/Fee Proposal Consideration														
Within Richmond County		5	10	5.0		5.0		50.0	0.0	50.0	0.0										
Within CSRA		5	6				5.0	0.0	0.0	0.0	30.0										
Within Georgia		5	4					0.0	0.0	0.0	0.0										
Within SE		5	2		5.0			0.0	10.0	0.0	0.0										
All Others		5	1					0.0	0.0	0.0	0.0										
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)				29.8	26.5	22.4	24.3	373.3	284.2	265.2	278.3										
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																					
8. Presentation by Team		(0-5)	10					0.0	0.0	0.0	0.0										
9. Q&A Response to Panel Questions		(0-5)	5					0.0	0.0	0.0	0.0										
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							Cost/Fee Proposal Consideration														
Lowest Fees		5	10		5.0			0.0	50.0	0.0	0.0										
Second		5	6	5.0				30.0	0.0	0.0	0.0										
Third		5	4				5.0	0.0	0.0	0.0	20.0										
Forth		5	2			5.0		0.0	0.0	10.0	0.0										
Fifth		5	1					0.0	0.0	0.0	0.0										
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5.0	5.0	5.0	5.0	30.0	50.0	10.0	20.0										
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																					
Total Cumulative Score (Maximum point is 525)				34.8	31.5	27.4	29.3	403.3	334.2	275.2	298.3										
Internal Use Only																					
Evaluator: Cumulative Date: Phase I - 9/5/24 - Phase II 9/12/24																					
Procurement Department Representative: __Nancy Williams__																					
Procurement Department Completion Date: Phase I - 9/5/24 Phase II 9/12/24																					
307																					




ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, November 4, 2024

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900
File Reference: 24-014(A)

Augusta Engineering & Environmental Services (AEES) is making solid waste collection contracted Services following the supplement recommendations under RFP 25-900 for Zone One, Zone Two, and Zone Three Service area.

AEES under initial recommendations requested entering fee negotiation with two top rated qualified proposers, Georgia Waste System, LLC (GWS) and Coastal Waste & Recycling of Georgia, LLC (Costal). Scope of services and fee negotiation has been completed now. GWS is accepting the AEES offered Zone 1 fee schedule and Coastal is accepting the AEES offered Zones 1, 2, & 3 fee schedule. In addition to fee schedule, AEES has taken into consideration the firm ability to maintain & improve current level of service for each service zone since total service area is roughly 308 square miles. It is a significant large area for one firm to serve effective and efficiently while maintain the desired level of service. Hence, it is AEES supplemental recommendations to award RF 25-900 contract to two aforementioned firms; GWS and Coastal. AEES is recommending awarding Zone 1 services area to GWS and Zones 2 & 3 to Coastal at fee schedules & frequency offered by the AEES for each zone and accepted by each firm for respective Service Zone.

Aforestated award recommendation is contingent upon receipt of signed contract, insurance documentation and other required documents per RFP 25-900.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm


cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, October 21, 2024

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900
File Reference: 24-014(A)

Based on RFP 25-900 evaluation final cumulative scoring, Georgia Waste System, LLC (GWS) is top rated firm followed by the Coastal Waste & Recycling of Georgia, LLC (Costal). It is the initial recommendation of Augusta Engineering & Environmental Services (AEES) that the scope of services detail discussion and fee negotiation be initiated with these two top rated firms (GWS and Costal). Accordingly AEES will issue supplemental recommendations followed by contract award recommendations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
208 PREP PHILIPS DRIVE
AUGUSTA, GEORGIA 30901

ATTN: ART SMITH
REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
PT. WENTWORTH, GA 31408

ATTN: MONIQUE
AUGUSTA DISPOSAL AND RECYCLING
851 TRIANGLE INDUSTRIAL COURT
EVANS, GA 30809-4257

ATTN: AROBERT SMITH
INLAND SERVICES
701 SANTA ISABEL BLVD
LAGUNA VISTA, TX 78578

ATTN: BOBBY WILLIAMS
ADVANCED DISPOSAL
5734 COLUMBIA ROAD
GROVETOWN, GA 30813-5114

GFL ENVIRONMENTAL
1064 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

A-1 SANITATION
3452 PEACH ORCHARD RD, STE. B
AUGUSTA, GA 30906

COLEMAN SANITATION
3010 GEORGIA RD
AUGUSTA, GA 30906

METROPOLITAN WASTE
1824 WYLDs ROAD, STE A5
AUGUSTA, GA 30909

ATTN: JASON PLEDGER
COLUMBIA WASTE
1064 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA 30909

VEOLIA ENVIRONMENTAL SERVICES
125 SOUTH 84TH STREET
SUITE 200
MILWAUKEE, WI 53214

DORADO SERVICES
541 N. PALMETTO AVE.
SUITE 104
SANFORD, FL 32771

WASTE INDUSTRIES USA
3301 BENSON DRIVE
SUITE 601
RALEIGH, NC 27609

SANTEK ENVIRONMENTAL
650 25TH ST., NW
SUITE 100
CLEVELAND, TN 37311

INLAND SERVICE CORP
1561 DOUG BARNARD PKWY
AUGUSTA GA 30906

WASTE PRO
1405 DANIELSVILLE ROAD
ATHENS GA 30601

JUNK BUSTERS
4439 SHADOWOOD DR.
AUGUSTA, GA 30907

METRO-WASTE
1824 WYLDs ROAD SUITE A5
AUGUSTA GA 30909

REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
SAVANNAH GA 31408

VEOLIA ES SOLID WASTE
1101 HAWKINS STREET
VALDOSTA GA 31601

RICHMOND WASTE INC.
PO BOX 6887
AUGUSTA GA 30916

Waste Management Inc.
5734 Columbia Road
Grovettown, GA 30813

A1 SANITATION SERVICES
2542 MIKE PADGETT HWY
AUGUSTA, GA 30906

AUGUSTA DISPOSAL
PO BOX 334
EVANS, GA 30809

REPUBLIC SERVICES
18500 N ALLIED WAY
PHOENIX, AZ 85054

JP'S METAL & TRASH REMOVAL
146 CAYMEN DR.
AUGUSTA, GA 30907

COASTAL WASTE & RECYCLING, INC.
3925 GOSHEN INDUSTRIAL BLVD.
AUGUSTA, GA 30906

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Wed., August 21, 2024 @ 3:00 p.m.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: June 27, 2024

Hameed Malik
Augusta Engineering and Environmental
Services Department

June Hamal
Augusta Engineering and Environmental
Services Department

Phyllis Johnson
Compliance Dept.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Wed., August 21, 2024 @ 3:00 p.m.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: June 27, 2024

2 of 2

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, June 28, 2024 3:39 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000066

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000066
Event Title: 25-900 Solid Waste & Recyclable Collection Service Area - Zone One Zone Two, Zone Three
Event Type: Non-State Agency

Process Log

2024/06/28 15:34:37 : Log starts for - 14891772 - EVENT_RELEASE_TO_SUPL
2024/06/28 15:34:39 : Email Process Log for the Event#: PE-72155-NONST-2025-000000066
2024/06/28 15:34:39 : Email Batch# 2406281072
2024/06/28 15:34:39 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/06/28 15:35:41 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/28 15:35:41 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/28 15:39:04 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2024/06/28 15:39:13 : Total No of Contacts found for sending Email: 757
2024/06/28 15:39:13 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000066&sourceSystemType=gpr20>

06/28/2024 03:39:13 PM



[NOTICE: This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier 	Download Date
Arrow Waste	07/08/2024 
Capital Waste Services, LLC	08/19/2024
Coastal Waste & Recycling	06/28/2024
Dodge Data	06/28/2024
Duramax Holdings LLC dba: Otto Environmental Systems	07/01/2024
Onvia, Inc. - Content Department	06/28/2024
Rehrig Pacific Company	08/05/2024

Add Supplier

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.