



This agreement is entered into as of the ____ day of _____, 2024 (“effective date”) by and between the Community Foundation for the CSRA (“Foundation”) and Augusta, Georgia through the Housing and Community Development Department (“Recipient”) for the purpose of awarding a grant to the Recipient in the amount of \$500,000 for the charitable purpose described in appendix A – Grant Program.

This agreement (“Grant Agreement”) contains the terms and conditions of this grant.

Grant Terms

The grant funds are available for the period beginning on the date Recipient signs this agreement (“Start Date”) until June 30, 2025. Any proposed modifications by Recipient regarding the use of grant funds during the Grant Term must be submitted to the Foundation in writing and approved in writing by the Foundation.

Payments, Milestones and Reporting

Foundation will make disbursements of grant funds to Recipient or for Recipient’s benefit to be used solely for the charitable purpose. Recipient will provide the Foundation with documentation in the form of a report to the Foundation by March 1, 2025. This report will be available through the Foundation’s grant application portal. Successful completion of this report is a requirement before any further grants for this charitable purpose can be distributed. Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate and will notify Recipient of any change in writing.

Foundation may report on the grant and its outcomes in communications to its board, in its annual report, in grant performance evaluations reports and presentations produced for learning and teaching purposes and/or in Foundation communications with the public, including, but not limited to, other foundations, the philanthropic community, and Foundation’s donors and supporters.

Recipient understands that grant payments will be made via EFT to the Recipient’s selected financial institution. It is the sole responsibility of the Recipient to notify the Foundation of any changes to the Recipient’s banking information.

Obligations to TD Jakes Foundation/Wells Fargo

Recipient understands that this grant has been distributed from the Foundation on behalf of the TD Jakes Foundation and Wells Fargo (“Donors”). Recipient agrees to comply with the following obligations that may be received directly from Donor throughout the course of this agreement:

Reporting: Recipient shall comply with reasonable reporting requests from the Donor regarding the grantee’s programs.

Communications: Recipient understands that they should work directly with the communications team with Donors regarding any public statements or acknowledgements

that highlight this grant or the program. Public statements regarding this grant and Donor's role with respect to the program shall require prior approval by each party and will be developed collaboratively, with notice to the Foundation. If not specifically referenced in documents provided by Donors to Recipient, Recipient will work directly with Donors communications team regarding use of any trade name(s), logo(s), brand(s), trademark(s) and company descriptions.

Public events: Grantee will provide notice to the Donors and Foundation at least fourteen (14) days in advance of any groundbreaking, ribbon cutting, or other public ceremony related to the subject matter of this grant agreement.

Recognition

In all public announcements, credit and report of the grant will list the source of the grant as:

TD Jakes Foundation Fund at the Community Foundation for the CSRA

Charitable Use of Grant Funds

Grant funds may only be used for the Charitable Purpose as stated in this agreement. Use of grant funds must be appropriate under the terms and provisions of the Grant Agreement and sections 501(c)(3) and 170(b) of the Internal Revenue Code of 1986, as amended. Any grant funds unexpended or uncommitted at the end of the grant term must be promptly returned to the Foundation.

Record Maintenance and Inspection

Foundation requires that Recipient maintain adequate records that will enable Foundation to easily determine how the grants funds were expended. The books and records must be made available for inspection by Foundation or its designee at reasonable times to permit Foundation to monitor and conduct an evaluation of operations under this grant. Recipient agrees to allow its personnel to discuss the program and finances with Foundation or its designee and to allow review of financial records connected with the activities financed by the grant. Additionally, Foundation may conduct program audits during the grant term, and within four years after the completion of the grant.

Compliance

Recipient is required to notify the Foundation within thirty (30) days of any significant leadership or other changes that may substantially affect the ability to fulfill terms and conditions of the Grant Agreement. If (a) Foundation is not reasonably satisfied with the progress of the grant; (b) significant leadership or other changes occur that Foundation believes may threaten the grant; or (c) Recipient fails to comply with any term or condition of this Grant Agreement, Foundation will notify Recipient of its concerns and provide Recipient thirty (30) days to address them. If no resolution which is satisfactory to the Foundation is reached within that time period, Foundation may, at its discretion, terminate, suspend, or withhold payment on the grant. Upon termination, if requested by Foundation, Recipient agrees to promptly return to Foundation, to be returned to the issuing Fund, any previously distributed grant dollars associated with activities that will not be completed from the date of termination to the next scheduled payment or the end of the grant term, whichever is first.

Indemnification

Recipient agrees to indemnify, defend, and hold the Foundation, and any related parties including donors and donor advisors, harmless from and against any and all liability, loss, and expense (including reasonable attorneys' fees and expenses) or claims for injury or damages arising out of or resulting from , or that are alleged to arise out of or in connection with, the actions or omissions by Recipient or any of the officers or employees, contractors or subcontractors, agents or subgrantees with respect to this grant. Recipient agrees that any activities by the Foundation in connection with the grant, such as its review or proposal of suggested modifications to the charitable purpose, will not limit or constitute a waiver of the Foundation's rights under this paragraph. Recipient's obligation to indemnify the Foundation, including obligations resulting from subgrantees or subcontractors, will be limited to the extent permitted by applicable law. The obligation of Recipient under this section will survive termination of this agreement.

Assignment

This Grant Agreement and any of the rights or obligations under this Grant Agreement may not be assigned without Foundation's prior written consent. An assignment includes (a) any transfer of the grant; (b) an assignment by operation of law, including a merger or consolidation; or (c) the sale or transfer of all or substantially all of the organization's assets. The terms and conditions of the Grant Agreement will be binding upon the parties to it and upon their successors or assigns, if any.

Applicable Law

The terms and conditions of this Grant Agreement will be governed by Georgia law applicable to agreements made and to be performed in Georgia.

Entire Agreement, Severability and Amendment

This Grant Agreement is the entire agreement and supersedes any prior oral or written agreements or communications between the Foundation and Recipient regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, that finding will not affect the validity, construction, or enforceability of any remaining provisions. This Grant Agreement may be amended only by mutual written agreement of all parties.

Authorized Signature

On behalf of the Foundation, best wishes for great success.

Shell K. Berry
President and CEO

Accepted and Agreed

Please signify your agreement to the foregoing terms and conditions by typing your name, title, and date in the spaces below. You must be an authorized officer of the Recipient duly empowered to make legal contracts for Recipient.

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

Approved as to form: _____

Date: _____

As Its Legal Counsel

By: _____

Date: _____

Garnett L Johnson
As its Mayor

By: _____

Date: _____

Takeiya Douse
As its Administrator

By: _____

Date: _____

Hawthorne Welcher, Jr.
As its Director-HCD

SEAL

Lena Bonner
As its Clerk of Commission

NOTICES

All notices given pursuant to the agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to Foundation:

Community Foundation of the CSRA
720 St Sebastian Way #160,
Augusta, GA 30901

Notices to the City:

Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

Notices to HCD:

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

Appendix A –Grant Program

This grant shall be used for used for the Redevelopment of Laney Walker, Augusta.

The \$500,000 grant to Housing and Community Development (“Recipient”) from the Community Foundation of the Central Savannah River Area (“Foundation”) is for the support of the redevelopment of the Laney Walker neighborhood (“Initiative”) through the introduction of a grocery store. The Initiative will close a food desert within the Laney Walker neighborhood and the development will also feature a variety of wraparound services, improving access to the resources needed to achieve a higher quality of life for Augusta residents.

Key components of the Initiative include:

OVERALL GOAL: The Contribution will close a food desert while simultaneously incentivizing small business growth and job creation. Through establishing a grocer as a cornerstone within the local economy, this redevelopment will promote overall financial and physical health through access to food, resources, and economic opportunity.

CLOSE FOOD DESSERT: By bringing a grocer to the Laney Walker neighborhood, residents of this historic community will finally have easy access to healthy food options.

WRAPAROUND SERVICES: The redevelopment will feature a variety of wraparound services, aimed at improving financial, physical, social, and emotional health within the community. Resources provided through the wraparound services, in conjunction with healthy food options, will create a holistic approach to community development and reinvigoration.

Anticipated Initiative budget:

Redevelopment Costs: \$500,000

Additional key Initiative metrics:

- # of Augusta residents served
- % of low- to moderate-income residents served
- Total \$ invested in the revitalization of Laney Walker
- # of residents accessing grocer annually
- # of jobs creating in the local economy through this redevelopment
- # of new businesses brought to the redevelopment