

STATE OF GEORGIA)
)
RICHMOND COUNTY)

SPLOST 8 CONTRACTOR AGREEMENT
RETAIL RECRUITMENT PROJECT

This AGREEMENT made and entered into this ____day of September, 2023, between Augusta, Georgia, acting by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter referred to as “Consolidated Government”), and the Development Authority of Augusta, Georgia, a public body corporate and politic of the State of Georgia, (hereinafter referred to as the “AEDA”);

WITNESSETH:

WHEREAS, the voters of Augusta, Georgia, on March 16, 2021, approved the imposition of the Special Purpose County One Percent Sales and Use Tax (“SPLOST 8”), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a), and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Consolidated Government, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Consolidated Government approved SPLOST funding for certain economic development projects, including Project (as defined herein), to be implemented by the Consolidated Government or through one or more local authorities; and

WHEREAS, the Consolidated Government desires to contract with the AEDA to implement a retail recruitment program (hereinafter referred to as the “Project”), which were a part of the approved capital outlay projects referenced in the above-described Intergovernmental Agreement; and

WHEREAS the proceeds of said tax in the amount of \$2,000,000.00 will be available per the schedule adopted by the Augusta Commission for reimbursement to the AEDA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

SECTION 1- APPROPRIATION AND USE OF FUNDS

1.1 The Consolidated Government agrees to appropriate the sum of \$2,000,000.00 to be used to reimburse the AEDA for verifiable expenses which are capital in nature, used in connection recruiting retail businesses to Richmond County, Georgia.

1.2. The AEDA agrees to seek reimbursement for only expenses that can be verified as being expended solely for recruiting retail businesses to locate, relocate, expand or otherwise create or open businesses in Richmond County, Georgia.

1.3 Said reimbursement to the AEDA is an authorized use of said proceeds, under O.C.G.A. Section 48-8-111(a)(1)(D) and this Agreement is entered into on behalf of the Consolidated Government and the AEDA, to recognize and acknowledge that Augusta will have fully funded its SPLOST 8 project obligation to provide for retail and industrial recruitment.

SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF AEDA

2.1 In consideration of the disbursement/reimbursement of said funds, the AEDA shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

2.1.1 AEDA, covenants that it will only seek reimbursement for funds used in the recruitment of retail business and shall not seek reimbursement for expenses related to its maintenance and operation budget.

2.1.2 The AEDA agrees to provide a summary of the eligible expenses it seeks to be reimbursed along with receipts of such expenditures to the Augusta Finance Department, Municipal Building, Suite 800, 535 Telfair Street, Augusta, Georgia 30901, attention Ms. Donna Williams, Finance Director, or her designee, Mr. Timothy Schroer, Deputy Finance Director.

2.1.3 The AEDA accepts the following conditions for reimbursement of said funds:

A. The AEDA, at the request of the County Administrator of Augusta, shall provide periodic reports to the Consolidated Government regarding its retail recruitment efforts.

B. Should the AEDA determine that it needs to outsource any services or acquire materials to full its obligations as provided herein, the AEDA shall utilize a procurement/purchasing policy reasonably acceptable to Augusta or comply with the purchasing policies of Augusta-Richmond County regarding the advertising for bids, the securing of bids, and payment, performance bonds, and contracting. Payments to any sub-contractor employed by the AEDA shall be made directly by the AEDA, subject to Consolidated Government's audit and approval.

C. AEDA shall submit quarterly accounting reports to the Consolidated Government for expenditures related to the Project. Said accounting reports shall set forth the amounts expended on the Project during the term of this Agreement, which, shall include any amount expended on Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within ninety (90) days of the execution of this Agreement and quarterly thereafter until the end of the quarter in which the Project are completed. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department,

530 Greene Street, Suite 800, Augusta Georgia 30901 to the attention of Mr. Timothy Schroer, Deputy Finance Director.

SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF THE CONSOLIDATED GOVERNMENT

3.1 Augusta enters this contract to improve the quality of life of its citizens by potentially creating new retail shopping opportunities, the creation of new employment opportunities as well as expanding the tax base of Richmond County, Georgia.

3.2 The Consolidated Government and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the AEDA sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of the Consolidated Government may inspect the official records of the AEDA, which relate to the Project, at reasonable times and upon reasonable notice to the AEDA.

SECTION 4 – OBLIGATIONS OF THE AEDA AND CONSOLIDATED GOVERNMENT

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the AEDA and any sub-contractor, at the request of Augusta, shall be submitted to the County Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Consolidated Government. The decision to review or not review any such contracts shall not absolve the AEDA from any liability and the AEDA shall hold Augusta harmless for any irregularity or illegality in connection with such contracts.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 Breach of contract with respect to any of the terms of this Agreement by the AEDA, or with respect to the use of funds by the AEDA, shall terminate the Consolidated Government's obligations under this Agreement; shall terminate the Consolidated Government's obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

4.5 This Agreement may be terminated by either Party upon sixty (60) days advance written notice, provided that all payments required hereunder have been satisfied at the time of the providing of such notice of termination.

IN WITNESS WHEREOF, the Consolidated Government and AEDA have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk of Commission

Seal

[signatures continued on following page]

EDA:

Economic Development Authority of Augusta, Georgia

By: _____

As its _____

ATTEST:

As its _____