

AGREEMENT
Between
AUGUSTA, GEORGIA
Through
AUGUSTA HOUSING AND COMMUNITY DEVELOPMENT
And
The Georgia Rehabilitation Institute INC.
FY 2025

This Agreement, is made and entered into this 1st day of July, 2024 (“the effective date”) by and between Augusta, Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) – with principal offices at 510 Fenwick Street, Augusta, Georgia, as party of the first part, hereinafter called “Augusta and Georgia Rehabilitation Institute a Georgia nonprofit organization with an expertise in restoring ability, hope and independence to people who need medical rehabilitation and /or community support following temporary illness, injury or life changing disability pursuant to the Laws of the State of Georgia.

WHEREAS, the sole purpose of this agreement is the collaboration between Augusta, Georgia, Georgia Rehabilitation Institute, INC., and to further detail the separate and distinct roles and responsibilities of each party in Housing and Community Development:

WHEREAS, there is a growing need for ADA assistance for disability persons that would be made affordable to them, and;

WHEREAS, Employers, such as Housing and Community Development , are looking at ways to increase funding to assist in servicing persons and allowing seniors and disabilities to age in place and provide future accessible housing and;

WHEREAS, Georgia Rehabilitation Institute (GRI), has the expertise to provide quality and efficient services to Augusta, Georgia in assisting Housing and Community Development with funding and;

WHEREAS, GRI will work with the Housing and Community Development (HCD) service persons with disabilities and seniors for all accessibility needs.

THEREFORE, Augusta Housing and Community Development and Georgia Rehabilitation Institute, INC. agree that it is in the best interest of all concerned to enter into this MOU.

Eligibility Determinations

Residents will be received on a first-come, first-serve basis. To be eligible for services through the Rehabilitation program/GRI collaboration, applicants will have to meet the following criteria as a homeowner or tenant:

a) Household income must not exceed the following household income limits (80% of AMI):

1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON
\$36,900	\$42,200	\$47,450	\$52,700	\$56,950	\$61,150

b) Must be a property within Augusta, Georgia city limits.

c) Must be a person with a disability or Senior if homeowner or tenant (55 and up).

d) Proof of insurance Coverage (if homeowner)

e) Paid property tax receipt (If homeowner)

f) Copy of property deed (If homeowner)

g) Such other conditions as may be required by the parties hereto.

Roles and Responsibilities

It is understood that HCD and GRI will work together as a team to effectively meet the housing, disability and senior needs of Augusta, GA's residents. This level of collaboration will require thorough and timely communication between all parties. However, the parties to this MOU understand their separate and distinct responsibilities, including but not limited to the following for Rehabilitation and New Construction:

REHABILITATION

Augusta, GA is committed to rehabilitating accessible housing features for residents and tenants with disabilities and/or seniors that live in the city, HCD agrees to:

1. Identify, inspect, vet and provide work write-ups for the projects that will be serviced.
2. Will provide procurement services and oversight of projects.
3. Will pay contractors for project services according to same guidelines utilized for all rehabilitation projects.
4. Will provide additional federal funds for projects as needed.
5. Will submit service project recommendations to GRI on a monthly basis for approval.

HCD shall have no obligations under this Memorandum of Understanding other than those outlined above.

GRI through this partnership will contribute up to \$50,000 during the fiscal year of (July 1, 2024– June 30, 2025) towards accessible housing features and disability enhancements and seniors. GRI will:

1. Provide Funding for projects through June 30, 2025.
2. Partner with HCD to service seniors and/or persons with disabilities.
3. Provide repayment upon invoice submission from HCD of completed work that meets eligibility determinations.

NEW CONSTRUCTION

It is understood that HCD and GRI will work together as a team to effectively meet the housing, disability and senior needs of Augusta, GA's residents. This level of collaboration will require thorough and timely communication between all parties.

Investor/Developer Partner

1. The parties will have the following responsibilities:
2. HCD to work with GRI to identify up to two (2) Units, ADA Accessible Duplex homes FY 24
3. HCD to work with GRI to identify Affordable-Accessible house plans for each identified lot
4. HCD and GRI to agree upon deal structure (land infusion, construction split, down payment, etc.)
5. HCD and GRI to identify financial sources (Augusta, Federal Home Loan Bank, Bank, Investors, Donors, etc.)
6. HCD and GRI agree to disburse funds to contractors for projects serviced, according to guidelines utilized for all rehabilitation projects.
7. Other
8. GRI will contribute \$20,000 for Demolition and Related Services (i.e. environmental/A&E, other)
9. GRI will contribute \$130,000 for the New Construction of Affordable ADA Duplex (HCD HUD HOME Funds will also be added to makeup total development costs to construct.)

Augusta, GA is committed to constructing homes with features for disabled persons as well as seniors that live in the city, HCD agrees to:

1. To serve as the lead entity in the development of the ADA accessible duplex homes by providing general oversight and responsibility for the project.
2. Will procure proper construction team to facilitate the plans and construction of duplex.
3. To oversee the construction and completion of project according to HOME rules.
4. Provide updated reports and provide financial invoices for payment to GRI for payment of construction services.
5. Provide additional federal funds for the completion of the project as needed.
6. Disburse funds to contractors with proper submission of valid invoices and inspections.
7. Coordinate placement of tenants with GRI and property management to include persons with disabilities and/or seniors.

Confidentiality

All parties agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations and applicant's personal information related to this project. None of the parties bound in this MOU will at any time disclose confidential information and/or material without the consent of the subject party unless such disclosure is authorized by this MOU or required by law or court order. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, releases will be secured before confidential information is exchanged. Confidential information will be handled with the utmost discretion and judgment. This confidentiality paragraph shall survive the termination of this MOU.

Nondiscrimination

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the implementation of the housing policies described in this MOU.

Modification

This MOU may not be modified or amended except by written agreement executed by the parties hereto.

Counterparts

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability

The parties hereto intend and believe that each provision in this MOU comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this MOU is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this MOU shall be construed as if such provision was not contained therein.

Construction

The headings of the MOU are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders. In the event of a conflict between the terms and conditions of any other agreement and the terms and conditions of this MOU, the terms and conditions of this MOU shall prevail.

Legal Review

The parties hereto acknowledge that they have been advised by legal counsel of their choice in connection with the interpretation, negotiation, drafting and effect of this MOU and they are satisfied with such legal counsel and the advice which they have received.

Applicable Law

This MOU shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflict of laws principles.

Term

The term of this MOU shall be for 1 year (FY 2024), provided that this MOU is terminable at will in writing, (with a 30 day notice) at any time, for any reason, by AHCD or Georgia Rehabilitation Institute, INC. This MOU will be evaluated at the end of the GRI fiscal year based on success measures and renewable until it is determined needs have been achieved or GRI determines not to renew.

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)

SEAL

By: _____
Garnett L. Johnson Date
As Its Mayor

Lena Bonner
Clerk of Commission

Takiyah A. Douse Date
Interim Administrator

Hawthorne Welcher, Jr. Date
Director, HCD

ATTEST:

Georgia Rehabilitation Institute, INC.
(Grantee)

SEAL:

By: _____
Its: _____

(Plain witness)