

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
AUGUSTA/CSRA HABITAT FOR HUMANITY, INC.**

This Memorandum of Understanding (“MOU”, or “Agreement”) is being drafted between the roles the City of Augusta, Georgia acting through Housing and Community Development Department (“HCD”) with principal offices at 510 Fenwick Street, Augusta, Georgia and Augusta/CSRA Habitat for Humanity, Inc. (“AHFH”) with principal offices at 2602 Commons Boulevard, Ste. A., Augusta, Georgia. The purpose of this document is to specify the roles/relationship between the aforementioned organizations to ensure clarity and efficiency in partnering to provide affordable housing to the families that reside in the Augusta, Georgia-Richmond County area.

ARTICLE I: PURPOSE OF INITIATIVE

HCD’s mission is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment. The mission of AHFH is to bring people together to build homes, communities, and hope. This MOU sets forth the terms and conditions under which the parties express their intent to present and execute a comprehensive approach to achieving this initiative's goals and to create realistic opportunities for the development of affordable housing for families that reside in the Augusta, Georgia-Richmond County area. By partnering we will transform lives of families and communities by promoting dignity and hope.

ARTICLE II: PARTNERSHIP GOALS

The goals of the partnership is to continue creating safe, decent, and sanitary housing throughout Augusta, Georgia-Richmond County area, which will:

1. Create positive change by promoting self-sufficiency to the residents of the Augusta – Richmond county areas.
2. Build strength, stability and self-reliance for families in need of decent and affordable housing.
3. Provide safe and decent living conditions.
4. Build Strength, stability, and self-reliance.
5. Strengthen the healthy housing network of Augusta, Georgia-Richmond County area.

6. To expand the supply of decent and affordable housing for low-and very low-income

ARTICLE III. SCOPE OF COLLABORATION

Areas of collaboration include, but are not limited to:

1. HCD Agrees To:

- a. Promote and support the AHFH's mission, services, and events.
- b. Directly refer potential recipients to AHFH.
- c. Assist in coordination and marketing in program-related education and outreach activities and initiatives.
- d. Provide funding in accordance with the guidelines of the Home Investment Partnership Program.
- e. Allow usage of HCD name on all relevant marketing relating to new dwellings
- f. Make every effort for HCD to participate in Community/Neighborhood events hosted by AHFH

2. AHFH Agrees To:

- a. To construct new dwellings in the Augusta-Richmond County area as detailed below and to be sold to buyers who qualify under the AHFH guidelines and are subject to the AFHF program requirements prior to being sold a new dwelling.
 - a. Three (3) in AFHF FY24 (July 1, 2023 to June 30, 2024).
 - b. Four (4) in AFHF FY24 (July 1, 2024 to June 30, 2025).
 - c. Five (5) in AFHF FY24 (July 1, 2025 to June 30, 2026).
- b. Acquire all necessary permits to commence and complete the three (3) new dwellings
- c. Disburse funds to all sub-contractors upon submission of valid invoice(s)
- d. Provide to HCD detailed information relating to new constructions upon request, but no more often than once a month.
- e. Maintain all necessary records relating to construction of new dwellings
- f. General oversight and responsibility for the new construction projects as detailed in 2.a of "AHFH Agrees To" section of this MOU.
- g. Make every effort to participate in Community/Neighborhood events hosted by HCD

ARTICLE IV. PUBLIC RELATIONS

The parties mutually agree, throughout the term of this MOU, to promote and advertise the partnership-related service program partnership via the distribution of advertising materials such as flyers, radio advertisements, newspaper ads, website, etc., coordinated among and approved by both HCD and AHFH before public release.

ARTICLE V. RELATIONSHIP OF PARTIES

Nothing in this MOU shall be deemed to constitute or create an association, partnership, or joint venture among the participating parties or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted any right or authority to assume or create any obligation or responsibility (expressed or implied) on behalf of, in the name of another party, or bind another party in any manner.

ARTICLE VI. REVISION OF AGREEMENT BY EITHER PARTY

Both parties reserve the right to propose a revision to this MOU agreement after acceptance. The proposed revision must be reviewed and approved by both parties, in writing, before it comes into effect.

ARTICLE VII. CANCELLATION OF AGREEMENT BY EITHER PARTY

Either party retains the right to withdraw from this MOU agreement upon the provision, in writing, of notice to the other respective party with at least ninety (90) days notice of the intent to withdraw. However, any monies owed for work completed prior to the cancellation of this MOU shall be due and payable.

ARTICLE VII. SIGNATURE PAGE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia.

SIGNATURES ON NEXT PAGE

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

ATTEST: Augusta, GA

By: _____
Garnett L. Johnson
As Mayor, Augusta, GA

Date: _____

By: _____
Takiyah A. Douse
As Interim City Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr.
Housing & Community Development Department

Date: _____

Approved as to Form by: _____
Augusta, GA Law Department

Date: _____

SEAL

Lena Bonner
As its Clerk of Commission

Augusta/CSRA Habitat for Humanity

By: _____

Date: _____

Name: Bernadette M. Fortune

Title: Executive Director