

**MEMORANDUM OF UNDERSTANDING BETWEEN AUGUSTA, GA
and FREEDOM'S PATH AT AUGUSTA III
and VA AUGUSTA HEALTH CARE SYSTEM**

This Agreement is entered by, and between, Augusta, GA, a consolidated government and political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, GA 30901, hereinafter referred to as "Augusta," Augusta III Veterans Residences Limited Partnership (dba Freedom's Path at Augusta III), referred to herein as "Lessee", with its principal office located at 235 Ponce De Leon Place, Suite M-313, Decatur, Georgia, 30030, and the VA Augusta Health Care System (VAAHCS) with its principal offices located at 1 Freedom Way, Augusta, GA 30904. All entities collectively referred to herein as "Parties,"

RECITALS

WHEREAS the Department of Veterans Affairs (the "VA") issued Requests For Proposals (RFP's) across the country for the purpose of recruiting the private sector to help eliminate functional Veteran homelessness thru the use of, and redevelopment of vacant buildings on its campuses, providing affordable housing for US Military Veterans; and

WHEREAS, the Lessee, responded to several of the RFP's and was selected to redevelop the Charlie Norwood VA Medical Center Campus, building housing that will be a supportive housing community for homeless, at-risk of homelessness, and disabled Veterans, totaling 77 units on property owned by the VAMC, to be called Freedom's Path at Augusta III (the "Project"); and

WHEREAS the Lessee will provide staffing and services to Veterans at the project site; and

WHEREAS the parties hereto wish to document their understanding regarding fire and emergency services at the Project Site;

NOW THEREFORE, in consideration of the foregoing provisions and/or mutual covenants herein, and the mutual benefits derived therefrom, the parties agree as follows:

PROVISIONS

Term. This agreement shall become operative immediately upon its approval and execution by the authorized representatives of each party identified above and shall remain valid until December 31, 2028. An agreement of the Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement. Upon the expiration of the duration of Lessee's tenancy at the VAMC relating to the Project, this agreement and any subsequent agreement, thereto, shall immediately terminate.

Any participating party may withdraw from this Agreement by mailing notice of such withdrawal, approved by the governing authority of each such political subdivision or each

party's authorized representative, but no such withdrawal shall take effect until sixty (60) days after notice has been delivered. Such action shall not relieve the withdrawing party from its obligations assumed hereunder prior to the effective date of withdrawal.

Services. The VAMC will not provide fire services to the project. Fire services will be provided by public jurisdictions serving the area in which the Charlie Norwood VAMC campus is located. Services will be generated using the area's 911 call systems.

Fire—First Responder entity--- Augusta, GA Fire Department

LIABILITY AND IMMUNITY.

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

(d) In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

Validity. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other person and circumstances shall not be affected thereby.

Amendments. This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter herein, and supersedes all prior discussions, agreements and undertakings of every kind between the parties, whether written or oral. This Agreement may be amended only by a written document executed and approved by all parties.

Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been given (a) if hand delivered, upon receipt, or (b) one business day after it is sent via a reputable, nationwide overnight courier services, or (c) if sent by registered or certified mail, upon the sooner of the date upon which its receipt is acknowledged or the expiration of three business days after deposit in the U.S. mail, postage prepaid, or (d) by facsimile with proof of receipt. In each case, to a party at its address as set forth below or at such changed address as a party may have furnished to the other party, in writing.

VA Augusta Health Care System

Robin E. Jackson, Executive Director
1 Freedom Way
Augusta, GA 30904

The Developer/Lessee:

Freedom's Path at Augusta III
Augusta III Veterans Residences Limited
Partnership c/o Solutions For Veterans
235 Ponce De Leon Place
Suite M-313
Decatur, GA 30030

Augusta Fire Department

Antonio Burden, Fire Chief/EMA Director
3125 Dean's Bridge Road
Augusta, Georgia 30906

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed, by their duly authorized representatives, this MOU in triplicate form, each of which shall be deemed an original on the date written below.

VA AUGUSTA HEALTHCARE SYSTEM



Robin E. Jackson, Ph.D., Executive Director (VAAHCS)

Date: 2-10-2025

FREEDOM'S PATH AT AUGUSTA III

By: Augusta III Veterans Residences, LP



Craig Taylor, Executive Director

Date: 2/11/2025

AUGUSTA, GA

Garnett L. Johnson, Mayor

Date: _____

Attest:

Lena Bonner, Clerk of Commission