



## Housing & Community Development Department

Hawthorne E. Welcher, Jr.  
Director

Shauntia Lewis  
Deputy Director

### Grant Agreement

BETWEEN

Housing and Community Development Department

AND

Community Foundation of the CSRA

FOR

**“Laney Walker Bethlehem Enhancements”**

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**Grant Term**, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (“the effective date”) by and between Augusta, Georgia through the Housing and Community Development Department (hereafter referred to as “HCD”) with principal offices located at 510 Fenwick street, Augusta, GA 30901, as party of the first part, hereinafter called “Augusta, GA” and Community Foundation of the CSRA as party in the second part. The grant funds are available for the period beginning on the date Recipient signs this agreement (the “Start Date”) until January 31, 2025 (the “Grant Term”). Any proposed modifications by the Recipient regarding 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 HCD with documentation in the form of a short fiscal report and description of the work executed by March 1, 2025, with sufficient details allowing the monitoring of Grant Funds to assess whether they have been properly applied and to assure accountability. 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 evaluation 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.

**Obligations to Community Foundation of the CSRA:** Recipient understands that this grant has been distributed from the CFCSRA. Recipient agrees to comply with the following obligations that may be received directly by Grantee from the CFCSRA throughout the course of this Grant Agreement:



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**Reporting:** Grantee shall comply with reasonable reporting requests from the CFCSRA regarding the Grantee Programs. Reporting obligations may include details relating to the Grantee Program on: Recipient Leadership Make-up; Grantee Programs accomplishments and lessons; Demographics Served; Geographies served; Budget breakdowns; Lessons learned; staffing; and progress on key performance indicators. Sample report can be found in **Appendix C.**

**Communications:** Grantee understands and acknowledges that the CFCSRA intends to publicly announce the existence of this grant. Grantee agrees to work directly with the CFCSRA on a Publicity and Communications Plan designed to showcase the Grantee and

the Grantee Program. Public statements regarding this Grant CFCSRA roles with respect to the Grantee Programs shall require prior approval by each Party and will be developed collaboratively by the Parties, with notice to HCD.

**Public Events:** Grantee will provide notice to CFCSRA 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:

### **Community Foundation of the CSRA at Housing and Community Development**

As referenced above, Grantee agrees to work directly with the CFCSRA on a Publicity and Communications Plan designed to showcase the Grantee and the Grantee Program. Grantee will include the CFCSRA logos, as agreed upon through the Publicity and Communications Plan, and Grantee will comply with CFCSRA naming, logo, trademark, service mark and branding standards in effect from time to time, as shared with Grantee through the Publicity and Communication Plan.

**Trademarks and Marketing Materials.** Subject to the terms and conditions of this Agreement and in accordance with the Publicity and Communication Plan, Wells Fargo grants Grantee non-exclusive, non-transferable, royalty-free right and license to use Community Foundation of CSRA trade names, logo, brand, trademarks, and company descriptions as set forth in Appendix D for the exclusive purpose of



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identifying CFCSRA as the donor supporting the Community Foundation of the CSRA grant , which is the source of funding supporting the Grantee Programs

**Additional Terms and Conditions of the Grant.** Additional terms of the grant can be found in Appendix A.

Communication regarding current administrative arrangements for this grant should be

directed to [shellkberry@cfcsra.org](mailto:shellkberry@cfcsra.org).

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



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### 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 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

#### **Notices to Community Foundation of the CSRA**

720 St Sebastian Way #160,  
Augusta, GA 30901

{Signatories on next page}

### 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:



**Housing & Community Development Department**

**Hawthorne E. Welcher, Jr.  
Director**

**Shauntia Lewis  
Deputy Director**

ATTEST: AUGUSTA, GEORGIA

Approved as to form by: \_\_\_\_\_  
Augusta, GA. Law Department  
As Its Legal Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah A. Douse  
As its Interim City Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director-HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk of Commission

ATTEST: Community Foundation of the CSRA  
(Contractor)

By: \_\_\_\_\_  
President & CEO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



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### **Appendix A – Additional Terms and Conditions of the Grant**

**Tax-Exempt Status.** Recipient confirms that it is exempt from federal income tax under section 501(c)(3) of the United States Internal Revenue Code of 1986 and is not a private foundation within the meaning of section 509(a) of the Code. Recipient agrees to advise Foundation immediately if there is any change in Recipient's exempt status during the Grant Term. Recipient will comply with the provisions of the Pension Protection Act of 2006.

**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 Foundation. Narrative regarding any changes to cost category assumptions of +/-20% should be included in regular reporting to the Foundation. Recipient may not use grant funds to reimburse any expenses incurred prior to the Start Date without written approval from Foundation.

**Equality.** In the application of its resources to serve the public interest, Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, it is Foundation's expectation that in carrying out this grant Recipient will not discriminate based on race, color, religion, sex, sexual orientation, or natural origin.

**Record Maintenance and Inspection.** Foundation requires that Recipient maintain adequate records that will enable Foundation to easily determine how the grant 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 completion of the grant.



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**Compliance.** Recipient is required to notify Communities Foundation of Texas at [shellkberry@cfcsra.org](mailto:shellkberry@cfcsra.org) 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 with thirty (30) days to address them. If no resolution which is satisfactory to Foundation is reached within that time period, Foundation may, at its discretion, terminate or

suspend the grant. If Foundation determines that the cause of its concerns cannot be remedied, Foundation may permanently 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 result from, the actions or omissions by recipient or of any of the officers, agents, employees, subgrantees, contractors or subcontractors with respect to the grant. The 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 the actions of subgrantees or subcontractors, will be limited to the extent permitted or precluded under applicable federal, state, or local laws, including federal or state tort claims acts, the federal anti-deficiency act, state governmental immunity acts, or state constitutions.

Nothing in this grant agreement will constitute an express or implied waiver of the



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Recipient's governmental and sovereign immunities. The obligation of the Recipient under this section will survive the termination of this agreement.

**Single Grant.** Recipient understands and agrees that this is a one-time grant and that no additional grant commitments have been made and no obligation exists on the part of Foundation to fund any subsequent proposal or grant requests that may be produced and submitted by Recipient as a result of the outcomes supported by this grant.

**Counterparts.** This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement.

Copies of this Grant

Agreement will be equally binding as originals and faxed or scanned and emailed counterpart

signatures will be sufficient to evidence execution, though Foundation may require Recipient, the grantee, to deliver original signed documents.

**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 Texas law applicable to agreements made and to be performed in Texas.

**Entire Agreement, Severability and Amendment.** This Grant Agreement is the entire agreement and supersedes any prior oral or written agreements or communications between 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 provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.





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### Appendix B – Grant Program

This grant from the Foundation to Community Foundation of the Central Savannah River Area shall be used for the Redevelopment of Laney Walker, Augusta.

The \$500,000 payment to Housing and Community Development (“HCD”) from the Community Foundation of the Central Savannah River Area CFCRA (the “Contribution”) is for the support of the redevelopment of the Laney Walker neighborhood (the “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 DESERT:** 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



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### **APPENDIX C: Sample Grantee Impact and Performance Report**

This Impact and Performance report is provided by \_\_\_\_\_ (“**Grantee**”) to HCD pursuant to **Section IV** of the Grant Agreement (“**Agreement**”) dated \_\_\_\_\_. All capitalized terms used herein shall have the meaning given to them in the Agreement.

Period covered by Report:

Date Submitted:

1. **Updated Information on Grantee:** Please provide a summary of all material changes to your organization, including the following, since the date of your last report (or, if this is your first Impact and Performance Report, since the Agreement was executed):
  - a. Management, board, other key personnel
  - b. Tax exempt status
  - c. Mission or purpose
  - d. Key initiatives and developments:
  - e. Funding sources:
2. **Grantee Programs:** For each Grantee Program category or activity set out in **Section II** of the Agreement
  - a. Describe performance, including metrics and demographics, (please provide specific data), in regard to each Grantee Program. (i.e., how many people benefited)
  - b. Describe any other positive or negative community impact of the Grantee Programs.
  - c. Describe any unanticipated circumstances, problems encountered, or lessons learned in connection with the Grantee Programs.
  - d. Summarize any publicity, media coverage, broadcast or dissemination associated with the Grantee Programs.
  - e. Attach a copy of the Budget for the Grantee Programs and indicate the actual performance through the report date for each line item in the Budget.
  - f. Attach any reports of outside evaluators that have evaluated any of Grantee’s Programs.
3. **Community Reinvestment Act Reporting:** For each Grantee Program category or activity set out in **Section II** of the Agreement, please add the appropriate information to the bolded paragraph below and promptly return with this report. This information may be retained by Wells Fargo for CRA consideration purposes only. To determine your area’s HUD estimated median family income, please use the FFIEC’s geocoding website, <http://www.ffiec.gov/geocode/default.aspx> Enter an address located in the area served (cross streets work as well), click “Search” and then “Get Census Demographic”. Base calculations off of the “FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income.”



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**Name of Grantee Program:** \_\_\_\_\_

- 1. Based on actual information recorded by Grantee during the coverage period for this Impact and Performance Report \_\_\_\_\_% of the clients served by the Grantee Program identified above are considered to be low- or moderate-income as they earn less than 80% of the 2023 area median family income.**

I hereby certify, on behalf of Grantee and in my capacity as \_\_\_\_\_ (title) of Grantee, that the information provided in this Impact and Performance Report is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_