



Memorandum of Understanding

BETWEEN
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

T. D. JAKES MINISTRIES, INC.

This Memorandum of Understanding (MOU) is entered into agreement on the ___ day of _____, 2023.

The parties involved in this agreement are:

1. Augusta, Georgia, (AUG) c/o the Housing and Community Development Department (HCD), 510 Fenwick Street, Augusta, Georgia, 30901;
2. T.D. Jakes Ministries Inc., (TDJM), P.O. Box 5390, Dallas, TX 75208, c/o T.D. Jakes Real Estate Ventures, LLC (TDJREV) & T.D. Jakes Foundation, LLC (TDJF);

HCD, TDJM, are hereinafter referred to individually as “Party” and collectively as “Parties”.

- A) AUG a political subdivision of the State of Georgia,
 - a. HCD its successor, through the AUG Commission a department
- B) TDJM is a multifaceted faith based nonprofit organization, deeply rooted in local and global communities.
 - a. TDJREV a subsidiary of TDJM, aimed to solve local and global fundamental issues and challenges facing underserved communities with the objective of developing sustainable and thriving communities.
 - b. TDJF, a subsidiary of TDJM, is committed to creating pathways of opportunity for underprivileged communities both in the United States and worldwide.

NOW, THEREFORE, in recognition of their common interests and objectives, and to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the sector of transport, the Parties confirm their mutual understanding on the following:

PART I. STRUCTURE OF THE INITIATIVE

This local initiative will be known as the Laney Walker / Bethlehem Redevelopment Project. Initiative (the "Initiative"). The greater Initiative is designed to facilitate the development of a Grocer / Market / Wellness Center located within the Laney Walker & Bethlehem communities; in Partnership TDJREV. Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing healthier food option and eliminate food insecurity, within the Laney Walker & Bethlehem communities.

PART II. PURPOSE OF INITIATIVE

The initiative is full of potential for growth and development. This Memorandum of Understanding's vital purpose:

- 2.1.1 To mutually seek funding opportunities to support all efforts expressed in this MOU.
- 2.1.2 To express a desire of the Parties for cooperation and is not intended to impose any legal obligation of any nature on either Party.

PART III. SCOPE OF COLLABORATION

Within the context of their respective mandates, objectives and procedures, the Parties shall cooperate in the following areas:

- (a) Identifying and addressing jointly financial and logistics issues of priority;
- (b) Developing and implementing, as appropriate, joint programs and projects in mutually identified.
- (c) Participate in Augusta Georgia Commission meetings, assist with the organizing community meetings, workshops, and events jointly;
- (d) Promote the Partner's programs, services, initiatives, etc., via the website, social media, newspaper ads, etc.

PART IV. OBJECTIVES

Cooperation and partnership between the Parties under this MOU is based on the overarching mutual recognition of:

- (a) The need for long-term approach to inclusive and sustainable development;
- (b) The need for encouraging full participation of all stakeholders; and
- (c) The need for designing, implementing, and maintaining result-oriented development of projects and services.

PART V. FOCUS OF JOINT ACTIVITIES

The goal of the Initiative is to continue TDJREV supportive service partner and as an investor/developer partnership which will:

- (a) Foster comprehensive development, in partnership, and the promotion of Grocer / Market /Wellness Center, etc.;
- (b) Increase affordable food options in LW/B through approved participating lenders and use of financing assistance offered through the LW/B bonds funds, various HUD programs and TDJREV, where applicable;
- (c) Foster the use of architecturally compatible building design that captures the character and history of the LW/B communities, utilizing the LW/B Pattern Book as a basis;
- (d) Increase food security by providing closer and healthier food options;
- (e) Conduct outreach activities within the community by implementation of the wellness center, by providing ongoing supportive (wraparound) services;
- (f) Build a model of partnership that can be replicated in other communities;
- (g) Building community economic development that encourages economic opportunities while improving social conditions in a sustainable way; And,
- (h) Effectively tackle local issues sustainably and create tangible results for communities in need.

PART VI. RESPONSIBILITIES OF THE PARTIES

The parties will have the following responsibilities:

Investor/Developer Partner

- (a) HCD to work with TDJREV, to develop Grocer / Market/ Wellness Center.
- (b) HCD to work with TDJREV to identify conceptual plans for the property.
- (c) HCD to work with TDJREV a dual-party deal structure (land infusion, construction split, down payment, etc.)
- (d) HCD and TDJREV to identify financial sources (Augusta, CBDG, Bank, Investors, Donors, etc.)
- (e) HCD and TDJREV to utilize private partner funds for the development of the Grocer /Market



/ Wellness Center

Housing & Community Development Department

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

PART VII. PUBLIC RELATIONS

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by all parties: HCD, TDJREV prior to public release.

PART VIII. EXCHANGE OF INFORMATION

The parties agree that appropriate representation is important to emphasize their common interests, purpose and intentions in substantive terms. The Parties therefore intend to invite each other where the appropriate, to meeting conference seminars and workshops to cooperation in the priority areas set out in this MOU.

PART IX. 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, or in the name of another party, or bind another party in any manner. This is not a contract.

PART X. TERM; EARLY TERMINATION

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90-day notice.

PART XI. ADMINISTRATIVE REPORTS

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

PART XII. ADDITIONAL PROVISIONS

HCD, and TDJREV, shall each identify a primary contact and an alternative contact.

PART XIII. ACKNOWLEDGEMENTS

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

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

SEE SIGNATURE PAGE (PAGE 5 OF 5)

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PART XII. 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

Attest: **Augusta, Georgia**

By: _____ Date: _____
Garnett L. Johnson
As Mayor

By: _____ Date: _____
Takiyah A. Douse
As Interim City Administrator

By: _____ Date: _____
Hawthorne Welcher, Jr.
As Director, HCD

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

SEAL

Lena Bonner
As its Clerk of Commission

T.D Jakes Real Estate Ventures, LLC (TDJREV)

By: _____ Date: _____

Name: _____

Title: _____
