

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEIGHBORWORKS COLUMBUS
AND
COLUMBUS CONSOLIDATED GOVERNMENT**

1. Parties. This Memorandum of Understanding (“MOU”) is made and entered into on this XX day of December, 2023 (“Effective Date”), by and between COLUMBUS CONSOLIDATED GOVERNMENT, hereafter called “the Recipient,” whose address is 1111 1st Avenue, Columbus, GA 31901, and THE COLUMBUS HOUSING INITIATIVE, INC. dba NEIGHBORWORKS COLUMBUS, hereafter called “the Sub-recipient,” whose address is 345 6th Street, GA 31901, collectively referred to as the “Parties”.

2. Contract. This MOU is bound by the conditions and requirements listed in the OneGeorgia Rural Workforce Housing Initiative Award packet dated September 14, 2023, hereafter referred to as “the Contract.” The Contract contains five sections: a letter of congratulations (Exhibit A), an award determination letter (Exhibit B), a “Statement of OneGeorgia Equity Fund General Conditions (Exhibit C),” a “Statement of Special Conditions (Exhibit D),” and a “OneGeorgia Equity Fund Approved Budget (Exhibit E).”

3. Funding. The source of funding for this engagement is the OneGeorgia Rural Workforce Housing Initiative Award made by DCA to the Columbus Consolidated Government. The parties acknowledge that awarded institutions of the state of Georgia are prohibited from pledging the credit of the state of Georgia. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation.

4. Purpose. The purpose of this MOU is to define the preliminary terms and conditions of the Contract as reached between the Parties in regard to the construction of infrastructure associated with Phase 2 of the Elliot’s Walk subdivision, located at 1104 Leslie Drive, Columbus, GA. The proposed activity will support the development of 24 single-family workforce housing units by assisting with the construction of water, sewer, street, and drainage improvements to assist with the development of workforce housing units. The proposed activity is funded through OneGeorgia Equity Fund provided through the State of Georgia Department of Community Affairs.

5. Term of MOU. This MOU shall be effective immediately upon execution by all duly authorized representatives of the Parties hereto and shall remain in full force and effect for a time no longer than December 31, 2025, or until the construction of the proposed infrastructure is completed. This MOU may be terminated without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address of the opposite Party.

6. Responsibilities of Parties. The Recipient shall be responsible for administering the OneGeorgia award in compliance with the Contract and all local, state and federal laws.

Additional Recipient responsibilities include the following:

- A. Verification of appropriate expenditures, submit drawdowns, and reports to appropriate entities.

By signature hereto, the Sub-recipient acknowledges that it has received an executed copy of the Contract and shall be responsible for directly administering the OneGeorgia award in compliance with the Contract and all local, state and federal laws. In addition, the Sub-recipient shall have the responsibility of procuring, planning, designing, and supervising the construction of the infrastructure. The estimated cost of all proposed infrastructure and construction of 24 homes is \$6,714,803, which includes an award of \$2,256,463.00 from the OneGeorgia Rural Workforce Housing Initiative Fund. The Sub-recipient has also identified \$3,458,340.00 in match funding, provided by the Synovus Bank Construction LOC and the Bradley Turner Foundation. The Sub-recipient shall assume monetary obligation for all aspects of this MOU and the Recipient shall not be held liable for funding this project. The Sub-recipient must cover the balance of funding for any cost overruns that exceed the award amount. The Sub-recipient shall manage and maintain the infrastructure through the completion of the project.

Additional Subrecipient responsibilities include the following:

- A. Retain documentation for which the funding was used, for a minimum of fifteen (15) years from the date of the issuance of a Certificate of Occupancy for the newly constructed affordable housing units to include infrastructure and documentation ensuring affordability was met.
- B. Provide access to all applicable records for DCA/CCG inspection.
- C. Meet with CCG and DCA staff to ensure compliance/progress, upon request
- D. Provide timely information to recipient of completed activities within the quarter in DCA's quarterly performance reporting format.
- E. The Subrecipient is responsible for the issuance of bid documents, and ensuring bid documents and contract documents contain necessary language to satisfy all applicable requirements.
- F. The Subrecipient must submit for DCA/CCG's approval the final executed copies of the bid specifications and tabulations and contract(s), including a copy of the executed contract, Bid bond, Performance bond, and Payment bond, for the proposed project.
- G. The Subrecipient will invoice CCG for construction costs provided in accordance with the Scope of Work. If the scope of work changes in relationship to the approved budget or Pro Forma, the Subrecipient

must receive approval from DCA/CCG before moving forward with change orders.

7. General Provisions

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The state and federal courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Superior Court of Muscogee or the U. S. District Court for the Middle Judicial Circuit of Georgia, Columbus Division.

C. Entirety of Agreement. This MOU, consisting of seven (7) sections, represents the entirety of this agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. Limitation of Liability. The Recipient shall not be held liable for any allegation that a qualified contractor's performance infringes or violates a third party's rights, including proprietary information and non-disclosure rights, or any intellectual property rights. Neither party shall be held liable for claims arising solely from the acts, omissions, or negligence of the other party.

G. Termination. This MOU may be terminated for convenience of

either party upon delivery of thirty (30) days written notice of intent to do so, signed by a duly authorized representative of either party; or by operation of law. In the event of termination of this MOU for any reason, the Subrecipient will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms related to this Agreement.

H. Default. If there is an event of default, the non-defaulting party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the period of time specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting party may immediately terminate this MOU, in whole or in part, without additional written notice.

I. Default Repayment. If an event of default is not remedied by the date provided in the default notification, the Subrecipient shall remit the total amount of the award received from the Recipient no later than forty-five (45) days after the date of the notification letter. Should the Subrecipient fail to remit the total amount of the award to the Recipient in a timely manner, the Recipient shall have the right, in its sole discretion, to impose all remedies available at law or equity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] [SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, have executed this MOU as of the Effective Date.
AGREED:

COLUMBUS CONSOLIDATED GOVERNMENT

By: _____

Isaiah Hugley, City Manager

Date: _____

Attest: _____

Clerk

Date: _____

OFFICIAL SEAL:

NEIGHBORWORKS COLUMBUS

By: _____

Cathy Williams, President & CEO

Date: _____

Attest: _____

Staff:

Date: _____

September 14, 2023

Ms. Pamela Hodge
Columbus Consolidated Government
100 East 10th Street
Columbus, Georgia 31901

Re: OneGeorgia Rural Workforce Housing Initiative Award #24wh-MCR-5-5155

Dear Ms. Hodge:

Congratulations on the selection of your project as a recipient of a OneGeorgia Equity Rural Workforce Housing Initiative Award. These funds in the amount of \$2,256,463 have been approved to assist with the construction of water, sewer, street, and drainage improvements to assist with the development of workforce housing units.

Enclosed are the Statement of Award, Statement of General Conditions, Statement of Special Conditions, and Approved Budget that have been placed on the award drawdown forms, and signature cards along with instructions. You will receive a link for the acceptance of the award to be used in the administration of your project. Please access these documents electronically to print copies of each for the Authority's file. Please note your acceptance of these contract documents makes you responsible for adherence to all grant requirements.

After careful study of both Statement of Conditions, please acknowledge your acceptance by signing the Statement of Award, Statement of General and Special Conditions, Approved Budget, W-9, Authorization Agreement for Automatic Deposits, and the signature card. Once signed, executed copies of each statement, W-9, Authorization Agreement for Automatic Deposits, and the signature card must be uploaded in GrAAM. Please maintain an executed copy of each document for your records. There is also a copy of the Agreement to Provide Independent Audit Report to be signed and uploaded in GrAAM. The grant award does not become effective until we receive all of these executed copies.

If you have any questions in regard to this grant, please do not hesitate to call Gina Webb, OneGeorgia Director, at 404-387-1429 or Rebecca White at 404-782-2394.

Sincerely,



G. Christopher Nunn
Commissioner

Cc: Rebecca White, DCA

Georgia Department of Community Affairs

Statement of OneGeorgia Equity Fund Award

Recipient: Columbus Consolidated Government

Date of Award: 08/30/2023

Equity Funds: \$2,256,463

Award Number: 24wh-MCR-5-5155

Type Grant

Award Period: From 08/30/2023 To 09/02/2025

An award is hereby made in the amount and for the period shown above as authorized under O.C.G.A. 50-34-1 et seq. and by resolution of the Board of the OneGeorgia Authority, to the Recipient indicated above, in accordance with the plan set forth in the application submitted by the Recipient and subject to any attached revisions and conditions.

This award is subject to all applicable laws, rules, regulations and conditions prescribed by the OneGeorgia Authority's Equity Fund Regulations and Guidelines as well as all applicable provisions contained in state law. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State and the OneGeorgia Authority consistent with the purposes and authorization of O.C.G.A. 50-34-1.

This award shall become effective on the beginning date of the award period shown above, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Equity Fund Award and any attached properly executed revisions and condition statements are returned to the OneGeorgia Authority, Georgia Department of Community Affairs, 60 Executive Park South, NE Atlanta GA 30329.

For the
ONEGEORGIA AUTHORITY
By The Georgia Department of Community Affairs



Commissioner

9-14-2023

Date Executed

This award is subject to the approved budget and general conditions. (attached)

This award is subject to special conditions. (attached)

I, _____, acting under my authority to contract on behalf of the recipient, hereby signify acceptance for the recipient of the above described Award on the terms and conditions stated above or incorporated by reference therein.

Date of Acceptance: _____

Authorized Signature

Title (typed)

Georgia Department of Community Affairs
Statement of OneGeorgia Equity Fund General Conditions

Recipient: Columbus Consolidated Government

Award Number: 24wh-MCR-5-5155

- 1. Unless otherwise stated, upon approval of the OneGeorgia Authority, up to 90% of the total award may be drawn down as soon as the award documents are properly executed, special conditions (if any) cleared, and appropriate cost documentation submitted.
2. Recipient's internally adopted procurement procedures must meet applicable state and local requirements (e.g., HB 1079).
3. Drawdowns for construction costs and/or professional services shall be disbursed to the recipient subject to OneGeorgia's approval of copies of vendor invoices or paid invoices, properly completed drawdown forms and, if applicable, properly completed certification forms (e.g. AIA or similar).
4. Drawdowns for machinery and/or equipment shall be disbursed to the recipient based on approved unpaid or paid vendor invoices.
5. Drawdowns for land acquisition must demonstrate the acquisition cost (e.g., purchase option and/or sales contract).
6. The recipient agrees to provide for the balance of funding for any cost overruns that exceed award amount.
7. The recipient certifies that all assets financed with OneGeorgia funds will be publicly owned property and that appropriate documentation evidencing such ownership will be available for OneGeorgia review.
8. The recipient certifies that before engaging in any land-disturbing activity and before acquiring real property, it will comply with the Environmental Policy Act (O.C.G.A. § 12-16-1 et seq.) and any other applicable laws and regulations.
9. The recipient certifies that the project is in compliance with the applicable local government's Comprehensive Plan, as approved by the State, is consistent with the applicable community's adopted Service Delivery Strategy and is in compliance with the State's rules governing Developments of Regional Impact.

Date of Acceptance:

Title (typed)

Authorized Signature

Name (typed)

Georgia Department of Community Affairs Statement of OneGeorgia Equity Fund General Conditions

Recipient: Columbus Consolidated Government

Award Number: 24wh-MCR-5-5155

10. Where applicable, the recipient agrees to obtain approval from the Georgia Environmental Protection Division for the project's plans and specifications as required. The recipient also agrees to obtain all pertinent permits (e.g. soil disturbance, erosion control, etc.).
11. The recipient certifies that no applicable state laws, rules, regulations or applicable local ordinances shall be violated in carrying out this project and expending OneGeorgia funds.
12. The recipient certifies that no conflicts of interest exist with regard to this project. For more information about what constitutes a conflict of interest, consult the OneGeorgia Recipient's Manual.
13. The recipient certifies that without limitation of any other condition, OneGeorgia funds shall not be used to pay the cost of entertainment. Entertainment costs are defined as: "costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities." This definition includes meal/beverage expenses incurred for meetings which could reasonably have been conducted at a place of business and which did not require the provision of a meal.
14. All applications as well as supporting documentation submitted to the OneGeorgia Authority shall be subject to the provisions governing Georgia Open Records requests. All records pertinent to the OneGeorgia project, whether financial or programmatic, shall be maintained by the recipient for a minimum of three years from the date of formal grant close-out.
15. Local government recipients shall maintain their accounting records in accordance with the *Uniform Chart of Accounts for Local Governments in Georgia*, as mandated under state law (O.C.G.A. § 36-81-3), and all recipients shall undergo an annual financial audit conducted in accordance with Generally Accepted Government Auditing Standards. A Source and Application of Funds Schedule and a Project Cost Schedule for all OneGeorgia funds must be included in the audit report. The recipient shall submit to the OneGeorgia Authority copies of all audits that cover all or part of the award period.
16. Development Authorities with powers set forth in Chapter 62 of Title 36 of the Official Code of Georgia Annotated must adhere to O.C.G.A. § 36-62-7 and any other applicable law or regulation when selling or leasing assets funded in whole or in part with OneGeorgia funds.
17. The OneGeorgia award will remain "open" until the entire project (including activities funded by other sources) is complete. After project completion, OneGeorgia will conduct a close-out site visit of the project to determine the project's consistency with objectives and goals stated in the application. The site visit will also consist of a quantitative measure of the public benefits (e.g. jobs created, private investment). If OneGeorgia funds are used for a "soft" project (e.g. feasibility study), a copy of the OneGeorgia-funded project should be forwarded to the OneGeorgia Authority for review upon completion. If either the site visit or project review is determined to be satisfactory, an award close-out letter will be issued to the recipient.
18. The recipient will be responsible for submitting semi-annual progress reports to the OneGeorgia Authority for the term of the award. These reports are due June 30 and December 31 of each year. Recipients who are not up-to-date on their semi-annual reporting requirements may not be eligible to draw and/or receive funds from the OneGeorgia Authority.

Date of Acceptance: _____

_____ Title (typed)

_____ Authorized Signature

_____ Name (typed)

Georgia Department of Community Affairs Statement of OneGeorgia Equity Fund General Conditions

Recipient: Columbus Consolidated Government

Award Number: 24wh-MCR-5-5155

- 19. The Recipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. § 50 -36 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.

- 20. The Recipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. § 13 -10-91 under Article 3 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. For more information, including a link to the Homeland Security website and the I-9 Form requirements for all new employees, see the OGA Recipient Manual and Forms Page at: <https://www.dca.ga.gov/community-economic-development/funding-programs/onegeorgia-authority>

- 21. The OneGeorgia Authority expects that all assets constructed, improved and/or purchased with OneGeorgia funds will be used for the approved use for no less than five years from the award date. OneGeorgia should be contacted immediately if there is a proposed change in use. OneGeorgia will require repayment of the award in the event a facility and/or asset is converted to an ineligible use or from public ownership.

- 22. For EDGE projects only: the recipient certifies that in accordance with Section 413-2.05(6) of the EDGE regulation, it will be accountable for this state EDGE expenditure made in partial consideration of assisting the recipient in fulfilling its mission as outlined in its EDGE application, local inducement resolution and local development agreements.

- 23. The Equity and EDGE programs generally require all Special Conditions to be cleared before funds can be drawn down. **Requests for drawdown of Equity or EDGE funds must be accompanied by adequate supporting cost documentation (including approved pay request(s) and/or invoices), certified by the Authority to demonstrate local oversight, and copies provided of cancelled checks or EFT payment verification for the cost documentation being submitted. No funds will be paid without complete documentation to support the drawdown request.**

- 24. For Rural Workforce Housing Initiative projects only: the recipient certifies that it will be accountable for the homes being sold within the price range specified in the Notice of Funding Availability. If the home/housing unit is not sold in the specified price range, the infrastructure grant is subject to repayment to the OneGeorgia Authority.

Date of Acceptance: _____

_____ Title (typed)

_____ Authorized Signature

_____ Name (typed)

Statement of Special Conditions

Recipient Columbus Consolidated Government

Award_No 24wh-MCR-5-5155

01. Prior to the drawdown of funds, the recipient must submit for OneGeorgia Authority approval final executed copies of the bid specifications and tabulations and contract(s) (including a copy of the executed contract, Bid bond, Performance bond, and Payment bond), for the proposed project. (Please submit all required documents at one time).

02. Prior to the drawdown of funds, a copy of an executed agreement between the grant recipient (city, county, or authority) and the housing developer. This agreement should state the number of housing units being built, the type of housing units being built, the projected sale price, and any public/private investment from each entity.

03. Prior to the closeout of the award, copies of the executed purchase/sales agreement between the buyer/seller need to be made available for inspection. Agreements should be able to prove that no more than one home/housing unit was sold to the same individual.

04. Prior to the drawdown of funds, provide a copy of documentation for right-of-way easements from the developer to the local government.

Date of Acceptance: _____

Authorized Signature

Name (typed)

Title (typed)

