

## **INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBUS CONSOLIDATED GOVERNMENT AND DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA**

This Intergovernmental Agreement (“Agreement”) is entered into and effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between COLUMBUS CONSOLIDATED GOVERNMENT and DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA (the “Authority”).

WHEREAS, on March 27, 2020, the Relief, and Economic Security Act (“CARES Act”) was signed into law. The CARES Act provided funding to the Department of Housing and Urban Development (“HUD”) to allocate to states through the Community Block Development Grant COVID-19 Pandemic Recovery Program (“CDBG-CV”); and

WHEREAS, HUD allocated funding totaling Eighty-Two Million, Eight Hundred Fifty Thousand, Six Hundred Seven and Zero Dollars (\$82,850,607.00) to the state of Georgia under the CDBG-CV; and

WHEREAS, HUD regulations require all CDBG-CV funding to be utilized to prevent, prepare for, or respond to the coronavirus pandemic; and

WHEREAS, CDBG-CV funding will be utilized for the benefit of persons earning low-and-moderate incomes; and

WHEREAS, the state of Georgia has allocated CDBG-CV funding to the Georgia Department of Community Affairs (“DCA”) to distribute in response to coronavirus pandemic related hardships, including, but not limited to food insecurity, rural access to healthcare, rental assistance, utilities assistance, broadband connectivity, and small business operational cost assistance; and

WHEREAS, DCA allocated \$3,142,500 to COLUMBUS CONSOLIDATED GOVERNMENT to respond to the coronavirus pandemic related hardship caused by food insecurity and lack of access to healthcare facilities in COLUMBUS CONSOLIDATED GOVERNMENT; and

WHEREAS, COLUMBUS CONSOLIDATED GOVERNMENT desires to enter into an agreement with the AUTHORITY to administer on behalf of COLUMBUS CONSOLIDATED GOVERNMENT the CDBG-CV funding totaling \$3,142,500 and enter into agreement(s) with a local community food bank, food pantry, or rural health care facility; and

NOW, THEREFORE, in consideration of mutual promises and agreements set forth below, COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY hereby agree as follows:

**I. Duties of COLUMBUS CONSOLIDATED GOVERNMENT**

1. COLUMBUS CONSOLIDATED GOVERNMENT agrees to serve as recipient and fiscal agent for CDBG-CV funding from DCA. As a recipient of these funds, COLUMBUS CONSOLIDATED GOVERNMENT will:
  - a. Process payments, submitting quarterly performance reports, providing access to all applicable records for DCA/HUD inspection.
  - b. Meet with DCA and the AUTHORITY staff to ensure compliance/progress.
  - c. Provide all related documentation required for CDBG-CV grant awards.
  - d. Collaborate with DCA and the AUTHORITY to ensure compliance with all applicable federal and state requirements.
  - e. Ensure all bidding and contract documents contain necessary language to satisfy all applicable requirements.
  - f. Provide funding to the AUTHORITY as a subgrant recipient for the purpose of entering into an agreement with a local community food bank, food pantry, or rural health care facility.

**II. Duties of COLUMBUS DEVELOPMENT AUTHORITY**

1. The AUTHORITY agrees to serve as a subgrant recipient of CDBG-CV funding received by COLUMBUS CONSOLIDATED GOVERNMENT from DCA. As a subgrant recipient of these funds, the AUTHORITY will:
  - a. Enter into agreements with a local community food bank, food pantry, or rural health care facility to provide CDBG-CV funding for rehabilitation or construction activities.
  - b. Collaborate with COLUMBUS CONSOLIDATED GOVERNMENT to ensure compliance with all applicable federal and state requirements.
  - c. Provide access to all applicable records for DCA/HUD inspection.
  - d. Provide timely information to COLUMBUS CONSOLIDATED GOVERNMENT pertaining to quarterly performance reports.

- e. Verify appropriate expenditures and submit invoices from local community food bank, food pantry, or rural health care facility to COLUMBUS CONSOLIDATED GOVERNMENT for approval of payment processing.
- f. Assist, as requested, the COLUMBUS CONSOLIDATED GOVERNMENT recapture award funding in circumstances where a local community food bank, food pantry, or rural health care facility has received funds derived from insurance, Federal Emergency Management Agency or the Small Business Association or any other source, and whether such amounts are a duplication of benefits.

### **III. General Terms & Conditions**

1. COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY agree to perform their respective services in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, regulations, and orders of federal, state, and local governments, including order of any court of competent jurisdiction.
2. COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY agree to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the services to be performed under this Agreement.
3. COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY their employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY relating to the work to be performed under this Agreement, and each part shall give the other prompt notice of any claim, demand, suit or proceeding.
4. This Agreement shall be effective as of NOVEMBER 19<sup>TH</sup>, 2021 and shall continue in full force and effect until [INSERT TERMINATION DATE], unless such period is extended by mutual agreement of the parties in writing, COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY shall have the right to terminate this Agreement at any time for their convenience, with thirty (30) calendar days prior written notice to the other party.
5. The parties recognize and agree it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertaking described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change,

modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by all parties hereto.

- 6. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to COLUMBUS CONSOLIDATED GOVERNMENT:   Isaiah Hugley  
City Manager [  
P. O. Box 1340  
Columbus, GA 31901

If to INSERT LOCAL DEVELOPMENT AUTHORITY:   [INDIVIDUAL’S TITLE]  
[ADDRESS]

- 7. This Agreement is executed in the State of Georgia and all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- 8. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed the Agreement.
- 9. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused the authorized representatives of each to execute this Agreement.

**COLUMBUS CONSOLIDATED GOVERNMENT**

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**[Isaiah Hugley, City Manager]**

**[DATE]**

**DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA**

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**[INSERT INDIVIDUAL TITLE]**

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**[DATE]**