



**SEDA Board of Directors Meeting
Agenda
Tuesday, May 10, 2022
10:30 AM**

- | | |
|---|-----------------|
| I. Call to Order | Hinchey |
| II. Action Items | Hinchey |
| A. Approval of Minutes from April 12, 2022 Board Meeting | |
| B. Approval of March 2022 Financials | |
| C. Approval of Rockingham Farms Bond Resolution | |
| D. Approval of Assistant Secretaries | |
| E. Approval of Memorandum of Agreement with Chatham County
and America's Second Harvest of Coastal Georgia | |
| III. President's Report | Tollison |
| IV. Executive Session | Hinchey |
| V. Comments for the Good of the Order | Hinchey |
| VI. Adjourn | Hinchey |

**** Next scheduled board meeting is September 13, 2022.**

PROPOSED MINUTES
Savannah Economic Development Authority
Board Meeting
April 12, 2022
10:30 AM

PRESENT

Board of Directors: Cheri Dean, Greg Parker, Joyce Roche', Kal Patel, Kay Ford, Karen Bogans, Paul Hinchey, Bob James, Ruel Joyner, Scott Center, Steve Green, Trey Thompson

SEDA Employees: Trip Tollison, Angela Hendrix, Antwone Smoak, Leigh Ryan, Beth Nelson, Liz Ely, Jen Bonnett, Jennifer Collins, Jessie Jenkins, Jesse Dillon, Leigh Acevedo, Mark Sprosty, Morgan Ferguson

Guests: Christopher Cullison, Alyce Thornhill, Darryl Hansley, Bernetta Lanier, Cliff Dales, David Paddison, Katelyn Satterthwaite, Leia Dedic, Kathy Love, Laura Moore, Xavier Miranda, Christopher Curtis, Bart Gobeil, Robert Hurt, Alton Brown Jr., Greg Marini, Zoe Nicholson, Shannon Brett, Nick Palumbo, Rebecca C. Benton, Louise Blais

Counsel: Stephen Swinson

CALL TO ORDER

Chairman Paul Hinchey called the meeting to order at 10:30 a.m. with a good morning and thanking everyone for being here today. He asked Angela Hendrix if the meeting was posted, and the media notified in accordance with the Georgia Open Meetings Law. Ms. Hendrix responded yes. He then asked Ms. Hendrix if there was a quorum present to which Ms. Hendrix responded yes. Mr. Hinchey asked that everyone in the room introduce themselves.

ACTION ITEMS

A) Approval of Minutes from March 8, 2022

Mr. Hinchey asked if there were any comments or corrections to the proposed minutes from the March 8, 2022 Board Meeting that were uploaded to BoardEffect, and email notification was sent to board members on Wednesday, April 6, 2022. There were no comments or corrections.

MOTION was made by Ruel Joyner to approve the minutes of the March 8, 2022 Board Meeting. The motion was seconded by Greg Parker. The board approved the minutes by unanimous vote.

B) Approval of February 2022 Financials

Mr. Hinchey stated that the SEDA financial statements for February 2022 were uploaded to BoardEffect, and email notification was sent to board members on Wednesday, April 6, 2022. He then called on Mark Sprosty for comments.

Mr. Sprosty shared the following: The Financial Statements presented are for February 2022. The February Statement of Assets, Liabilities & Net Assets (Balance Sheet) shows: Operating checking and West Savannah accounts decreased slightly in February while the Veterans Parkway decrease was a little more substantial. Accounts Receivable has decreased due to collection of annual billings. Market Value of Investments are down 1.5% from prior month however still .75% higher than this time last year. The Statement of Revenues & Expenses shows: Net Ordinary Income for both February

and YTD are strong compared to budget. We do however have a Total Net Loss in February and YTD due to the losses on investment.

MOTION was made by Scott Center to approve the February 2022 financial statements. The motion was seconded by Kay Ford. The board approved the financials by unanimous vote.

C) Approval of 2021 Financial Statement Audit

Mr. Hinchey called on Trip Tollison to introduce Shannon Brett, Partner at Holland, Bromley, Barnhill & Brett LLP (HBBB).

Ms. Brett thanked the board for the opportunity to conduct the audit again this year. She stated HBBB was able to give an unmodified, or clean, opinion that the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. She reviewed and highlighted a few items on the Statements of Net Position; Revenues, Expenses and Change in Fund Net Position; Cash Flows; and accompanying Notes. Ms. Brett also reviewed the correspondence from HBBB to the Board regarding internal controls and compliance and that they did not find any material weaknesses.

MOTION was made by Kal Patel to approve the 2021 Audited Financial Statements. The motion was seconded by Ruel Joyner. The board approved the 2021 Audited Financial Statements by unanimous vote.

D) Approval of Bond Resolution for Rockingham Farms

Mr. Hinchey called on Stephen Swinson to explain the Bond Resolution for Rockingham Farms that was uploaded to BoardEffect, and email notification was sent to board members on Wednesday, April 6, 2022.

Mr. Swinson reminded the board that in 2020, the SEDA Board approved a Development Agreement and a Bond Resolution for the Rockingham project not to exceed \$38 million. In January 2021, the board approve the Rockingham Infrastructure Bond Resolution which authorized bond issuance of \$27 million. The Bond Resolution before the board today is to authorize an additional \$6,500,000 issuance. Total issuance for the project will not exceed the original \$38 million previously approved.

MOTION was made by Scott Center to approve the Bond Resolution for Rockingham Farms. The motion was seconded by Joyce Roche'. The board approved the resolution by unanimous vote.

PRESIDENT'S REPORT

At this time, Mr. Hinchey turned the meeting over to Trip Tollison for the president's report.

A) Welcome

Mr. Tollison welcomed Katlyn Satterthwaite, who will be joining the team starting April 18th as his assistant and board coordinator.

B) World Trade Center Savannah Prosperity Through Trade Luncheon

Mr. Tollison reminded everyone that the World Trade Center Savannah Prosperity Through Trade Luncheon will be held on Tuesday, May 3rd at 11:30am at the Westin Savannah Harbor Golf Resort and Spa. The keynote speaker will be Ken Gronback and tickets are still available. We hope to see you all there.

C) *ZeroFOX*

Mr. Tollison was pleased to announce that the cyber security company ZeroFOX will be opening an office in Savannah. Mr. Tollison introduced the co-founder, Christopher Cullison, to tell us about the company. Mr. Cullison stated that they were in their 10th year of operations, had over 550 employees across the globe, and are in the process of going public with an SEC filing anticipated for May or June. The company started with social media and a lot of artificial intelligence (AI). They have 10,000+ data sources and proprietary data sets. ZeroFOX provides industry leading Intelligence-driven External Cybersecurity Protection and award-winning software, support, and services to protect businesses of all sizes against next generation digital risks. ZeroFOX has made a long-term commitment to Savannah with two employees hired already and an office lease is in process.

D) *Norma Precision Ammunition*

Mr. Tollison was also pleased to announce that Norma Precision Ammunition will be establishing U.S. headquarters, manufacturing, warehousing, and distribution in Garden City. Norma Precision provides world-class small arms ammunition for sport shooters, special operations forces, and peace officers worldwide. It is a subsidiary of Europe's leading manufacturer, RUAG Ammotec, which has 2,700 employees worldwide. The Savannah location already has 100 employees and plans to grow to 200 by the end of the year.

E) *Wetland Impacts*

Mr. Tollison introduced Alton Brown Jr. of Resource & Land Consultants; and Bob Hurt of Hurt, Norton & Associates to update the board on direct negative impacts the shift in National Policy on Wetlands is having on the development community. Developers are on a roller coaster ride when it comes to approvals, site planning and dealing with the Corps of Engineering. Mr. Hurt says the regulatory changes are unfair when it comes to wetlands. He also said the Savannah District Corps of Engineers are more engaged than ever and COL Geary is great, but there is so much uncertainty that is causing a reliance/dependability issue and driving wetland mitigation cost to skyrocket. The regulatory changes are under public comment period, but the Corps is proceeding as if it were law. Issues will take years to be worked out in the courts. U.S. Senate staff have been contacted regarding the freeze on permits and issues with Nation Wide Permits. What can we (SEDA and community) do? Collect information regarding issues, costs, need for development including vacancy rates, unanswered questions or inconsistent answers from Corps and EPA. What we want is consistent rules and additional mitigation banks.

F) *Red Carpet Tour*

Mr. Tollison shared pictures from the Red Carpet Tour hosted by the Georgia Chamber and Georgia Department of Economic Development and featured Savannah hospitality. Thirty-five (35) of the top site consultants enjoyed time at the Masters as well as time in Savannah for a reception, relaxation, dining, and nightlife. Everyone raved about the Savannah experiences with comments like "best one ever". The local effort was led by Angela Hendrix and supported by all SEDA staff as well as many community partners.

G) *Leia Dedic*

Mr. Tollison announced that Leia Dedic has resigned after nearly 10 years at SEDA. Her contributions to the organization will be felt for many years to come. We thank her, congratulate her, and wish her good luck in the next chapter of her career.

FOR THE GOOD OF THE ORDER

There being no further business, the meeting was adjourned.

Respectfully submitted,



Mark A. Sprosty
Assistant Secretary



**Management Analysis for Board of Directors
March 2022**

The March 2022 Statement of Assets, Liabilities & Net Assets records \$23.8m in operating cash. Of the \$1.8m decrease from February, \$1.4m was used to cover West Chatham Water and Sewer development that will be reimbursed through the GEFA Loan. The Veterans Parkway funds decreased by \$3m in March.

Accounts Receivable decreased \$308k from collections of annual billings.

The market value of investments decreased \$94k in March but remains \$130k more than this time last year. The balance as of March 31, 2022 is \$24.6m.

Deferred Income decreased to \$6m, representing the amount of billing that has been invoiced but not yet recognized.

The March 2021 Statement of Revenues & Expenses records \$120k Net Income for the month. This is a \$42k favorable variance to the budget. Net Ordinary Income was \$204k for March and Non-Operating Loss was \$84k.

At the end of the first quarter of 2022, Net Ordinary Income is \$580k while Non-Operating losses stand at \$1.4m, producing a Net Loss of \$837k Year to Date.

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Assets, Liabilities & Net Assets
As of March 31, 2022

	Mar 31, 22	Feb 28, 22	\$ Change	Mar 31, 21	\$ Change
ASSETS					
Current Assets					
Checking/Savings					
OPERATING CHECKING & MM ACCTS	23,753,191.28	25,569,466.65	-1,816,275.37	25,591,656.33	-1,838,465.05
SOUTH STATE VETERANS PKWY CKI...	16,876,749.40	19,890,514.00	-3,013,764.60	27,290,105.92	-10,413,356.52
UNITED COMMUNITY BANK GEFA	551,335.71	483,017.83	68,317.88	0.00	551,335.71
Total Checking/Savings	41,181,276.39	45,942,998.48	-4,761,722.09	52,881,762.25	-11,700,485.86
Accounts Receivable					
ACCOUNTS RECEIVABLE	3,027,674.77	3,335,488.77	-307,814.00	1,714,566.81	1,313,107.96
Total Accounts Receivable	3,027,674.77	3,335,488.77	-307,814.00	1,714,566.81	1,313,107.96
Other Current Assets					
A/R-MISCELLANEOUS	2,314,222.97	1,263,556.10	1,050,666.87	670,235.71	1,643,987.26
INVESTMENTS @ MKT VALUE	24,645,574.72	24,739,672.72	-94,098.00	24,775,981.12	-130,406.40
PREPAID EXPENSES	144,624.63	141,776.13	2,848.50	44,441.75	100,182.88
Total Other Current Assets	27,104,422.32	26,145,004.95	959,417.37	25,490,658.58	1,613,763.74
Total Current Assets	71,313,373.48	75,423,492.20	-4,110,118.72	80,086,987.64	-8,773,614.16
Fixed Assets					
ACCUMULATED DEPRECIATION	-386,286.01	-366,190.38	-20,095.63	-632,903.35	246,617.34
AMORTIZATION OF DEFERRED COST	-839,702.33	-832,402.33	-7,300.00	-752,082.75	-87,619.58
BUILDINGS	7,268,211.67	7,268,211.67	0.00	7,551,661.50	-283,449.83
FURNITURE & EQUIPMENT	707,579.17	698,155.23	9,423.94	927,389.95	-219,810.78
GULFSTREAM DEFERRED COST	1,752,391.58	1,752,391.58	0.00	1,752,391.58	0.00
LAND AND LAND IMPROVEMENTS	1,200,000.00	1,200,000.00	0.00	0.00	1,200,000.00
VEHICLES	86,091.45	86,091.45	0.00	86,091.45	0.00
Total Fixed Assets	9,788,285.53	9,806,257.22	-17,971.69	8,932,548.38	855,737.15
Other Assets					
INVESTMENT IN SEDA I, LLC	664,363.18	656,838.47	7,524.71	351,668.89	312,694.29
OTHER RECEIVABLE	215,538.00	215,538.00	0.00	445,460.00	-229,922.00
REAL PROP.HELD-SALE/DEVELOPMENT	11,230,171.65	11,230,171.65	0.00	11,292,053.66	-61,882.01
Total Other Assets	12,110,072.83	12,102,548.12	7,524.71	12,089,182.55	20,890.28
TOTAL ASSETS	93,211,731.84	97,332,297.54	-4,120,565.70	101,108,718.57	-7,896,986.73

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Assets, Liabilities & Net Assets
As of March 31, 2022

	Mar 31, 22	Feb 28, 22	\$ Change	Mar 31, 21	\$ Change
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
ACCOUNTS PAYABLE	1,050,678.02	1,837,202.99	-786,524.97	1,763,787.54	-713,109.52
Total Accounts Payable	1,050,678.02	1,837,202.99	-786,524.97	1,763,787.54	-713,109.52
Credit Cards	53,120.33	62,325.17	-9,204.84	34,095.32	19,025.01
Other Current Liabilities					
A/P-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
ACCRUED EXPENSES	2,085,623.13	2,376,048.13	-290,425.00	491,881.50	1,593,741.63
DEFERRED INCOME	6,032,338.35	6,688,061.35	-655,723.00	6,269,620.52	-237,282.17
PILOT/PILT PAYABLE	1,116,687.60	1,116,687.60	0.00	1,116,687.60	0.00
TENANT DEPOSITS-SEDA OFC BLDG	1,500.00	1,500.00	0.00	1,500.00	0.00
UNITED WAY PAYABLE	770.00	820.00	-50.00	608.34	161.66
Total Other Current Liabilities	9,236,919.08	10,183,117.08	-946,198.00	7,880,297.96	1,356,621.12
Total Current Liabilities	10,340,717.43	12,082,645.24	-1,741,927.81	9,678,180.82	662,536.61
Long Term Liabilities					
DEFERRED INTERCHANGE COSTS	16,476,928.90	18,976,127.82	-2,499,198.92	26,978,949.46	-10,502,020.56
Total Long Term Liabilities	16,476,928.90	18,976,127.82	-2,499,198.92	26,978,949.46	-10,502,020.56
Total Liabilities	26,817,646.33	31,058,773.06	-4,241,126.73	36,657,130.28	-9,839,483.95
Equity					
NET ASSETS-INVSTD IN CAP ASSETS	8,933,074.09	8,933,074.09	0.00	6,210,611.09	2,722,463.00
NET ASSETS-UNRESTRICTED	58,297,734.30	58,297,734.30	0.00	56,927,359.71	1,370,374.59
Net Income	-836,722.88	-957,283.91	120,561.03	1,313,617.49	-2,150,340.37
Total Equity	66,394,085.51	66,273,524.48	120,561.03	64,451,588.29	1,942,497.22
TOTAL LIABILITIES & EQUITY	93,211,731.84	97,332,297.54	-4,120,565.70	101,108,718.57	-7,896,986.73

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenues & Expenses - Actual vs. Budget
March 2022

	Mar 22	Budget	\$ Over Budget	Jan - Mar 22	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
BOND FEES	22,345.00	21,000.00	1,345.00	67,095.12	63,000.00	4,095.12	252,000.00
FOREIGN TRADE ZONE REVENUE	19,040.00	18,750.00	290.00	56,140.00	56,250.00	-110.00	225,000.00
INFRASTRUCTURE FEES	643,961.00	651,600.00	-7,639.00	1,931,877.17	1,954,900.00	-23,022.83	7,820,000.00
MISCELLANEOUS INCOME	1,250.00	1,250.00	0.00	4,181.95	3,750.00	431.95	15,000.00
RENTAL INCOME - OTHER	1,500.00	3,000.00	-1,500.00	4,500.00	3,000.00	1,500.00	3,000.00
TRADE SERVICES INCOME	12,677.00	19,100.00	-6,423.00	38,325.00	57,300.00	-18,975.00	230,000.00
Total Income	700,773.00	714,700.00	-13,927.00	2,102,119.24	2,138,200.00	-36,080.76	8,545,000.00
Gross Profit	700,773.00	714,700.00	-13,927.00	2,102,119.24	2,138,200.00	-36,080.76	8,545,000.00
Expense							
ADMIN. OPERATING EXPENSES	361,927.50	318,067.00	43,860.50	1,044,044.53	946,901.00	97,143.53	3,809,000.00
ASSESSMENTS-CROSSROADS OWNE...	0.00	0.00	0.00	0.00	0.00	0.00	21,000.00
DEPRECIATION & AMORTIZATION	27,395.63	43,340.00	-15,944.37	92,470.77	128,000.00	-35,529.23	518,000.00
ENG,ENV,MITIGATION,SURVEY,LEGAL	16,227.15	54,170.00	-37,942.85	16,752.68	162,500.00	-145,747.32	650,000.00
PROPERTY MAINTENANCE	7,221.92	3,420.00	3,801.92	17,930.92	10,250.00	7,680.92	41,000.00
SALES,MKT,PR,RES,PROJ MGT EXP.	83,603.52	274,265.00	-190,661.48	350,692.11	624,005.00	-273,312.89	3,114,400.00
Total Expense	496,375.72	693,262.00	-196,886.28	1,521,891.01	1,871,656.00	-349,764.99	8,153,400.00
Net Ordinary Income	204,397.28	21,438.00	182,959.28	580,228.23	266,544.00	313,684.23	391,600.00
Other Income/Expense							
Other Income							
NON-OPERATING REVENUE(EXPENSE)	-83,836.25	56,600.00	-140,436.25	-1,416,951.11	124,800.00	-1,541,751.11	500,000.00
Total Other Income	-83,836.25	56,600.00	-140,436.25	-1,416,951.11	124,800.00	-1,541,751.11	500,000.00
Net Other Income	-83,836.25	56,600.00	-140,436.25	-1,416,951.11	124,800.00	-1,541,751.11	500,000.00
Net Income	120,561.03	78,038.00	42,523.03	-836,722.88	391,344.00	-1,228,066.88	891,600.00

SUPPLEMENTAL BOND RESOLUTION

A RESOLUTION OF THE SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY (THE “**AUTHORITY**”) TO AMEND AND SUPPLEMENT A RESOLUTION ADOPTED BY THE AUTHORITY ON APRIL 12, 2022 WHICH PROVIDED FOR THE ISSUANCE OF THE AUTHORITY’S REVENUE BOND (VETERANS PARKWAY INTERCHANGE PROJECT), SERIES 2022; AND FOR OTHER PURPOSES.

WHEREAS, the Authority, by a bond resolution adopted on April 12, 2022 (the “**Resolution**”), authorized the issuance of its SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY (GEORGIA) REVENUE BOND (VETERANS PARKWAY INTERCHANGE PROJECT), SERIES 2022 (the “**Series 2022 Bond**”), in principal amount not to exceed \$6,500,000; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Resolution; and

WHEREAS, the Resolution provides that the Authority will adopt a supplemental resolution prior to the issuance and delivery of the Series 2022 Bond to, among such other provisions as may be required, fix the final principal amount of Series 2022 Bond to be issued, provide for the final interest rate and maturity dates, and provide for any optional and scheduled mandatory redemption dates prior to maturity, if any, for the Series 2022 Bond; and

WHEREAS, a request for proposals for the purchase of the Bonds (the “**RFP**”) has been disseminated to prospective bidders by the Authority and the City of Savannah, Georgia (the “**City**”); and

WHEREAS, prospective bidders were invited to submit proposals for the purchase of the Series 2022 Bond, as fully described in the RFP, not later than 10:00 a.m., Eastern Time, Friday, May 6, 2022; and

WHEREAS, proposals were received on the date and time set forth above, a summary of all of which proposals is attached hereto and made a part hereof; and

WHEREAS, the proposal of _____ was the best proposal with the lowest true interest cost; and

WHEREAS, pursuant to this resolution, the Authority will accept the best proposal for the purchase of the Series 2022 Bond, the best bidder having in all respects complied with the terms of the RFP, such acceptance to be approved by the City Manager of the City; and

WHEREAS, it is necessary that the Authority supplement and amend the Resolution by the adoption of this supplemental bond resolution to accomplish the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Authority, in public meeting lawfully called and assembled, and it is hereby resolved by authority of the same, that:

1. Acceptance of Best Proposal. The proposal submitted for the purchase of the Series 2022 Bond by _____ be and the same is hereby accepted.

2. Maturities, Interest Payment Dates, Date, Denominations, and Other Particulars of the Bonds. Section 202(a) of the Resolution is hereby deleted in its entirety and in lieu thereof the following is inserted:

(a) The Series 2022 Bond shall be issued in the principal amount of \$_____, shall bear interest at the fixed rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2022 Bond shall be payable on June 1 and December 1, in each year, beginning December 1, 2022 (each an “**Interest Payment Date**”), and shall mature and be paid on _____, 20___, subject to scheduled mandatory redemption on December 1 of each year as follows:

<u>Year</u>	<u>Principal Amount</u>
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	

The Series 2022 Bond as originally issued shall be lettered and numbered R-1.

3. Optional Redemption of the Series 2022 Bond. Section 301 of the Resolution is hereby deleted in its entirety and in lieu thereof the following is inserted:

[to be provided]

4. **Application of Bond Proceeds.** Section 501 of the Resolution is hereby deleted in its entirety and in lieu thereof the following is inserted:

Section 501. Application of Bond Proceeds. The proceeds derived from the sale of the Series 2022 Bond shall be applied by the Authority, concurrently with the delivery of the Series 2022 Bond to the initial purchaser thereof, as follows:

(i) all Costs of Issuance of the Series 2022 Bond shall be paid at closing directly to those persons who shall be entitled to the same, or a portion of the proceeds estimated to be sufficient to pay all or a portion of the Costs of Issuance may be deposited in the Costs of Issuance Account to be created by the Authority and disbursed in accordance with Section 502 hereof;

(ii) a portion of the proceeds of the Series 2022 Bond shall be deposited into the Sinking Fund for the payment of capitalized interest coming due on the Series 2022 Bond through December 1, 2023; and

(iii) the balance of the proceeds of the Series 2022 Bond shall be deposited into the Construction Fund for use in payment of the Costs of the Projects.

5. **Ratification of Resolution.** Except as specifically supplemented and amended by the provisions of this supplemental bond resolution, the Resolution adopted on April 12, 2022, is hereby ratified and reaffirmed and shall continue in full force and effect.

APPROVED AND ADOPTED in public meeting this May 10, 2022.

SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
President

[SUMMARY OF BIDS]

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned Assistant Secretary of the Savannah Economic Development Authority (the "Authority") DOES HEREBY CERTIFY that the foregoing constitutes a true and correct copy of a resolution adopted on May 10, 2022, by a majority of the entire membership of the Authority in a meeting duly called and assembled and open to the public at which a quorum of members was present and acting throughout, and that the original of said resolution appears of record in the minute book of the Authority, which is in my custody and control.

(S E A L)

Assistant Secretary
Savannah Economic Development Authority

**RESOLUTION OF
SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
(Appointment of Assistant Secretaries)**

WHEREAS, the Savannah Economic Development Authority (the “Authority”) has been created pursuant to the Constitution and laws of State of Georgia as a public body corporate and politic and an instrumentality of the State of Georgia; and

WHEREAS, it is necessary and proper that the Authority approve one or more Assistant Secretaries in order to maintain certain records of the Authority, to maintain the seal of the Authority and affix the seal to any instrument requiring the same, attest the signature or certify the incumbency of any officer or member of the Authority, and perform such other duties as may be required.

NOW THEREFORE BE IT RESOLVED by the Authority that MARK A. SPROSTY and KATELYN M. SATTERTHWAITE are each hereby appointed as an Assistant Secretary of the Authority.

ADOPTED this 10th day of May, 2022.

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

By: _____
President

**STATE OF GEORGIA
COUNTY OF CHATHAM**

**MEMORANDUM OF AGREEMENT BETWEEN
CHATHAM COUNTY,
SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY, AND
AMERICA'S SECOND HARVEST OF COASTAL GEORGIA**

This Memorandum of Agreement ("MOA") is made and entered into on this ____ day of March 2022 ("Effective Date"), by and between Chatham County ("County"), Savannah Economic Development Authority ("SEDA") and America's Second Harvest of Coastal Georgia ("Second Harvest"), collectively referred to as the "Parties".

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 ("CDBG-CV") Program; 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 CARES Act; and

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

WHEREAS, HUD regulations require all CARES Act funding be exclusively utilized for the benefit of persons earning low-and-moderate incomes; and

WHEREAS, the State of Georgia has allocated CARES Act funding to the Georgia Department of Community Affairs ("DCA") to distribute in response to coronavirus pandemic related hardships, including, but not limited to assistance for food insecurity and rural healthcare facilities; and

WHEREAS, DCA awarded \$19,484,700 to Chatham County to respond to the coronavirus pandemic related hardship to undertake capital improvement projects which will assist in the response to enhanced demand brought on by the coronavirus, as well as to help prepare for future coronavirus-related needs within Second Harvest's service area; and

WHEREAS, Chatham County has entered into an agreement with SEDA to assist on behalf of Chatham County the CARES Act funding totaling \$19,484,700 and to assist with Second Harvest's ability to expand its service capabilities through capital improvements; and

WHEREAS, Second Harvest is qualified to undertake such capital improvement projects necessary to provide greater service levels within its service area; and

WHEREAS, SEDA now seeks to enter an agreement with the County and Second Harvest to assist in providing enhanced services within its service area;

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose

All recitals above are incorporated into the terms and body of this agreement.

The purpose of this MOA is to execute an engagement agreement between the County, SEDA and Second Harvest to facilitate capital improvement activities to support low-to-moderate income Georgia residents within its service area and defining roles and responsibilities of each entity specific to this project.

2. Chatham County responsibilities

- 2.1 Serve as recipient and fiscal agent for CDBG-CV funding from the DCA. As a recipient of these funds, Chatham County will:
 - 2.1.1 Process payments, submitting quarterly performance reports, providing access to all applicable records for DCA/HUD inspection.
 - 2.1.2 Meet with DCA, Second Harvest and SEDA staff to ensure compliance/progress.
 - 2.1.3 Provided all related documentation required for CDBG-CV grant awards.
 - 2.1.4 Collaborate with DCA, Second Harvest and SEDA to ensure compliance with all applicable federal and state requirements.
 - 2.1.5 Ensure all bidding and contract documents contain necessary language to satisfy all applicable requirements

- 2.1.6 Verify appropriate expenditures and submit invoices and reports to appropriate entities.
- 2.1.7 Accept a project manager appointed by Second Harvest to oversee the construction of capital improvement activities.
- 2.1.8 Collaborate to ensure compliance with all applicable federal and state requirements.



3. SEDA Responsibilities

SEDA will have the following responsibilities

- 3.1 Will assist Second Harvest and upon completion of project construction of facilities to hold the title to the facility for a period of five (5) years.
- 3.2 SEDA, will accept conveyance of title to the real property and facility for a minimum period of five (5) years and will lease back said facilities and real property to Second Harvest and upon expiration of the lease term, SEDA will return the real property and facility back to Second Harvest.
- 3.3 SEDA shall verify appropriate expenditures and submit invoices and reports to appropriate entities for payment.
- 3.4 Provide timely information to appropriate entities pertaining to quarterly performance reports.
- 3.5 Provide access to all applicable records for County, DCA/HUD inspection.
- 3.6 Meet with County and DCA staff to ensure compliance/progress, upon request.
- 3.7 Appoint a SEDA project manager to assist in Second Harvest's capital improvement activities.
- 3.8 Collaborate to ensure compliance with all applicable federal and state requirements.
- 3.9 Assist the County, as requested, in recapturing award funding in circumstances where Second Harvest 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.

- 3.10. SEDA will assist the County and Second Harvest through its appointed project manager to accept, review and confirm that payment requests are appropriate and work with Second Harvest's project manager to confirm that the payment requests are in order for work in progress or completed work, and request appropriate payment on said request by the County.

4. Second Harvest Responsibilities

Second Harvest will have the following responsibilities:

- 4.1 Leon Davenport will discuss and approve on Second Harvest's behalf all phases of the design, bid, build construction project.
- 4.2 Identify eligible capital improvement projects satisfying requirements on potential funding sources from HUD and DCA.
- 4.3 Ensure project developed to enhance Second Harvest's ability to prevent, prepare for, or respond to the coronavirus
- 4.4 Comply with all federal and/or state requirements pertaining to utilization of the grant funds
- 4.5. Identify appropriate expenditures and provide timely information to the County, SEDA and DCA to satisfy funding requirements, including appointing a project manager to oversee the capital improvement activities.
- 4.6 Provide access to all applicable records for County/SEDA/DCA/HUD inspection
- 4.7 Meet with staff representatives of DCA, Coastal Regional Commission (serving as grant manager) and Chatham County and SEDA staff to ensure compliance/progress, upon request.
- 4.8 Collaborate to ensure compliance with all applicable federal and state requirements.
- 4.9 Second Harvest will make payment requests to SEDA to be confirmed and request payment by the County for construction costs provided in accordance with the Scope of Work.

- 4.10 Operate the facility for which the CDBG-CV funding was used to rehabilitate or construct for a minimum of five (5) years as a local community food bank, food pantry, or rural health care facility from the date of the issuance of a Certificate of Occupancy for the rehabilitated or newly constructed facility. Rent for the term of the lease for Second Harvest will be payment of \$1.00 annually to SEDA.
- 4.11 Complete, sign, and return to SEDA and County all documentation required by I-IUD and DCA in accordance with accepting the CDBG-CV grant award including, but not limited to the Pre-Construction Duplication of Benefits Worksheet, Subrogation Agreement, and Post- Construction Duplication of Benefits Worksheet, and any other required documentation requested by HUD and/or DCA to assess the total financial need of the rehabilitation or construction project.
- 4.12 Remit to the County any funds that are deemed a duplication of benefits as defined by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).
- 4.13 Second Harvest will cooperate with the County in the Design-Bid Build Construction of the facility.
- 4.14 Second Harvest will take no action or omission to act in a manner that may or shall be a violation of the terms of the grant.
- 4.15 As required by the grant, Second Harvest as the end user, will provide \$6,494,901 as match. Second Harvest agrees to use these funds for purchase of the land acquisition, architect cost, and surveyors. Over the course of construction and completion of the facility and real property, Second Harvest shall pay the County \$375,000 per quarter for eight (8) consecutive quarters (total of \$3,000,000) or until they have paid the total of \$6,494,901. Payment should be submitted to Chatham County beginning once ground is broken for the construction of the Second Harvest facility on Chatham Parkway.

5. Funding

- 5.1 **Source of Funding.** The source of funding for this engagement is the award made by DCA to SEDA through the unit of local government from the CDBG-CV funds.
- 5.2 **Funding.** The parties acknowledge that 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.

6. Limitation of Liability

6.1 **Intellectual Property Liability.** SEDA and County 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.

6.2 **Liability.** Neither party shall be held liable for claims arising solely from the acts, omissions, or negligence of the other party. DCA and the State of Georgia shall not be held liable for claims arising solely from the acts, omissions, or negligence of the parties to this Agreement.

7. Term

7.1 **Term.** The initial term of this MOA shall commence on the Effective Date and shall continue until December 31, 2023. The terms and conditions of this MOA shall apply during any renewals of the Term.

8. Termination

8.1 This MOA may be terminated:

8.1.1 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

8.1.2 by operation of law.

8.2 **Effect of termination.** In the event of termination of this MOA for any reason, the County will remain responsible for administering funds subject to appropriations and the payment terms related to this Agreement.

9. Default

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

9.2 **Default Payment.** If an event of default is not remedied by the date provided in the default notification, Second Harvest shall remit the total amount of the CDBG-CV award received from SEDA to the County no later than forty-five (45) days after the date of the notification letter. Should Second Harvest fail to remit the total amount of the CDBG-CV to SEDA in the timely manner, DCA shall have the right, in its sole discretion, to impose all remedies available at law or equity.

10. Waiver and Severability

10.1 **Waiver and Severability.** No failure or delay in exercising or enforcing any right or remedy hereunder by a party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this MOA is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the MOA shall remain enforceable.

11. Governing Law

11.1 **Governing Law.** This MOA shall be governed by and interpreted in accordance with the laws of the state of Georgia.

12. Miscellaneous Provisions

12.1 **Counterparts.** The parties may execute this MOA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one MOA. The signatures of all the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this MOA in the presence of the other parties to this MOA. No party shall be bound by this MOA until all parties have executed it.

12.2 **Audits.** The County and or DCA on behalf of the state of Georgia may audit the performance under any Statement of Work related to this Agreement following reasonable notice to either party. Parties agree to cooperate, and to require Qualified Contractors to cooperate, with such audit and to furnish all information reasonable requested by Chatham County, DCA on behalf of the state of Georgia.

12.3 **Entire Agreement.** This MOA, together with the Statements of Work and Purchase Orders incorporated in this MOA from time to time during the Term, constitutes the complete agreement and understanding between the parties with respect to the subject matter and supersedes all other prior and

contemporaneous agreements and understandings between the parties, whether oral or written.

[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 MOA as of the Effective Date.

CHATHAM COUNTY, GEORGIA

By: _____
Chester A. Ellis
Chairman

Attest: _____
Janice Bocook
Clerk

Approved as to legal form by:

R. Jonathan Hart
County Attorney

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Hugh K. Tollison

AMERICA'S SECOND HARVEST OF COASTAL GEORGIA

By: _____
Mary Jane Crouch
Executive Director

DRAFT

DRAFT