

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEORGIA MOUNTAIN FOOD BANK
AND HALL COUNTY, GEORGIA**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between THE GEORGIA MOUNTAIN FOOD BANK OF LANIER, INC., whose address is 1642 Calvary Industrial Dr. SW, Gainesville, Georgia and HALL COUNTY, GEORGIA, whose address is P. O. Drawer 1435, Gainesville, Georgia 30503.

2. Purpose. The purpose of this MOU is to define the preliminary terms and conditions as reached between the Parties in regards the construction and maintenance of a cold docking area, expanded warehouse and additional parking be located at the Georgia Mountain Food Bank facility located at 1642 Calvary Industrial Dr. SW, Gainesville, Georgia. The proposed expansion will assist the food bank in serving more than 70 partner agencies serve thousands of food insecure people across the five counties service area of Dawson, Forsyth, Hall, Lumpkin and Union counties. The facility will assist in the prevention, preparation and response to the COVID-19 pandemic needs.

3. Term of MOU. This MOU shall be effective upon the day and date last signed and executed by the duly authorized representatives of the Parties hereto, and shall remain in full force and effect for not longer than December 31, 2024, or until the construction of the proposed facility 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.

4. Responsibilities of Parties.

A. The Georgia Mountain Food Bank shall have the responsibility of planning, designing, and supervising the construction of the facility and shall cooperate with Hall County and the Georgia Mountain Regional Commission in applying for a Community Development Block Grant (CDBG) COVID-19 which, if awarded, shall be used in the design and construction of the gym. The estimated cost of the proposed facility is a maximum of \$2,578,000.00. The Georgia Mountain Food Bank shall be responsible for all costs associated with planning, designing, and supervising the construction of the facility. The minimum matching funds of \$644,500.00 shall be paid by the Georgia Mountain Food Bank, and Hall County shall have no responsibility for payment of any costs associated with the facility or the grant including the costs described in the separate agreement between the Georgia Mountain Regional Commission and Hall County which is attached hereto as "Exhibit A". Upon completion, the Georgia Mountain Food Bank,

Inc. shall manage and maintain the facility. The parties shall enter into a separate construction and maintenance agreement following Hall County's receipt of the award of the grant funds referenced herein. In addition, if the grant funds referenced herein are awarded to Hall County, The Georgia Mountain Food Bank agrees to comply with all terms and conditions of the Department of Community Affairs' Grant Agreement.

B. Hall County shall assist in seeking the needed funding of the project by means of applying for a Community Development Block Grant in the amount of \$2,578,000.00, which if awarded, shall be managed by Hall County in accordance to the terms and provisions of an agreement between Hall County and the Georgia Mountain Regional Commission, a copy of which is attached as Exhibit "A" hereto. Hall County shall serve as the primary grantee and the Georgia Mountain Food Bank shall be the subgrantee. Accordingly, Hall County shall serve as a pass through agency of the grant funds. Hall County shall have no monetary obligation for any aspect of this MOU and shall have no liability for funding of the project.

C. If the CDBG is awarded, the Parties will enter into a supplemental agreement which will establish their responsibilities with detail and specificity.

5. 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 Hall County or the U. S. District Court for the Northern Judicial Circuit of Georgia, Gainesville Division.

C. Entirety of Agreement. This MOU, consisting of six (6) sections, represents the entire and integrated 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.

6. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

THE GEORGIA MOUNTAIN FOOD BANK

By:  9/30/2021
Cheryl Jones, Chair Date

Attest:  9/30/2021
Executive Director Date

HALL COUNTY, GEORGIA

By:  Date 8.26.2021
Richard Higgins, Chairman

Attest:  Date 8.26.2021
Lisa A. Ritchie, Clerk

