

STATE OF GEORGIA  
EFFINGHAM COUNTY

RENTAL AGREEMENT

**THIS AGREEMENT**, entered into this 18<sup>th</sup> day of May, 2021, by and between the Board of Commissioners of Effingham County, hereinafter Landlord, and Action Pact, previously named Concerted Services Incorporated, hereinafter Tenant.

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Effingham County, Georgia, such real property having a street address of 768 Hwy 119 South, Springfield, Georgia. The "Premises" is commonly referred to as the Effingham County Annex, and more particularly described as two offices and one waiting room inside the Effingham County Annex; and

**WHEREAS**, Tenant is a public service organization which provides extensive services to those in need of Emergency Assistance, Nutrition Services for the Elderly, Energy Assistance, and Case Management to the residents of Effingham County, Georgia; and

**WHEREAS**, the Board of Commissioners are the elected governing authority of Effingham County, Georgia, whose authority under Article IX, Section II, Paragraph III of the Constitution of the State of Georgia includes the power to enter into agreements to provide community services in furtherance of the public health and welfare

**WITNESSETH:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Tenant, said Landlord does hereby demise and let unto Tenant, and Tenant hires from Landlord, those Premises described above commencing on the date referenced above, or upon formal adoption of the rental agreement by both entities on the following terms and conditions:

**1. Term.** The initial term of this agreement shall be for one (1) year commencing at 12:00 a.m. on July 1, 2021 and shall expire on June 30, 2022. Upon the termination date, Tenant shall be required to vacate the Premises unless Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement. The Landlord may extend this Rental Agreement at the expiration of the aforementioned term, on a year to year basis for one (1) consecutive year. Said renewal or extension shall be upon the same terms and conditions as herein set forth and at the same monthly rate stipulated herein. Landlord may terminate the tenancy at any time by providing to Tenant 30 days written notice of intention to terminate. Tenant may terminate the tenancy at any time by providing to Landlord written notice of intention to terminate. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

**2. Rent.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. Tenant shall pay to Landlord zero DOLLARS (\$0) per month and continue to use the Premises for community assistance for residents of Effingham County for the Term of the Agreement.

**3. Permitted Uses.** It is understood and agreed by the parties that Tenant shall use said premises for its office space within Effingham County for the purposes set forth in Attachment A to this agreement, and for no other purposes without prior written consent of Landlord.

**4. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the use and occupancy of the premises.

**5. Defects in the Leased Premises.** Tenant accepts the premises "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. Tenant releases Effingham County from any and all claims, demands, or causes of action which tenant, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in Effingham County's premises.

**6. Repairs and Alterations.** Landlord shall be responsible for all maintenance and repairs to the grounds, building exterior, exterior walls, walkways, HVAC, fixtures, electrical wiring, plumbing, utility lines, and roof. Tenant shall be responsible for all maintenance and repairs to the interior except as to items for which the Landlord is responsible. Tenant shall not make structural alterations to the premises without the prior written consent of Landlord. All alterations, additions, or improvements to the premises shall become the property of Landlord and shall remain upon and be surrendered with the premises.

**7. Upkeep of Premises.** Tenant shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Landlord in as good condition as when received, ordinary wear and damage by the elements excepted.

**8. Assignment and Subletting.** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of Landlord.

**9. Utilities.** Landlord shall pay utility expenses, i.e. water, gas, electric and sanitation for the premises.

**10. Default.** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Landlord, at his/her option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

**11. Right of Entry.** Landlord reserves the right to enter every part of the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Tenant hereby grants permission to Landlord to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, and contractors at reasonable hours of the day.

**12. Destruction of the Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence

of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. If the premises are destroyed due to the negligent or willful acts or omissions of Tenant, its directors, officers, employees, agents, invitees, licensees, or guests, Tenant agrees to pay to Landlord a sum equal to the appraised value of the premises immediately preceding their destruction, as reflected by the records of the Board of Tax Assessors of Effingham County.

**13. Liability Insurance.** Tenant will carry liability insurance in such amounts as determined by Effingham County Board of Commissioners and will have Effingham County Board of Commissioners named as additional insured.

**14. Indemnification.** Tenant agrees to indemnify and hold Landlord harmless from any and all demands, claims, suits, losses, suits, or judgments of any kind or nature whatsoever arising from occurrences on the demised premises during the initial and any subsequent terms of this Agreement. Tenant further agrees to indemnify and hold Landlord harmless for any injury to Tenant's directors, officers, employees, agents, invitees, and guests while in possession of the premises except for injury resulting from Effingham County's willful acts or omissions.

**15. Attorney's Fees.** Tenant shall be responsible for Landlord's costs, including, but not limited to, reasonable attorney's fees, should Landlord prevail in any action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof.

**16. NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if hand-delivered or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, Georgia 31329

If to Tenant to:

Action Pact  
510 Tebeau Street  
Waycross, GA 31501

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In the event of a change in any of the names and addresses above, Landlord shall advise each Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate the day and year below written.

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY

  
\_\_\_\_\_  
Wesley Corbitt, Chairman

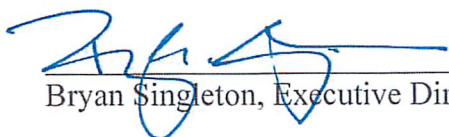
05/18/2021  
Date

ATTEST:

  
\_\_\_\_\_  
Stephanie Johnson, County Clerk

05/18/2021  
Date

TENANT

  
\_\_\_\_\_  
Bryan Singleton, Executive Director

4/26/2021  
Date

  
\_\_\_\_\_  
Witness

4-26-21  
Date

## ATTACHMENT A

Action Pact, Inc. is a private non-profit organization originally established under the Economic Opportunity Act of 1964 to fight America's War on Poverty. Action Pact is one of approximately 1,000 such agencies across the nation known as a Community Action Agency.

Action Pact's mission is big. We strive to create equal opportunity by prioritizing progress over programs. We draw strength from our past and focus our energy on an even stronger future. With action pact's help, our communities will be full of neighbors who can support their families, boost their education, and have a meaningful impact.

Action Pact offers the following services in Effingham County:

Emergency Assistance – providing food, shelter, utility assistance, medical assistance, clothing and other basic needs.

Energy Assistance – offers a one-time payment of a heating bill for low-income households. Household in which every member is at least 65 years old or completely bedridden are treated with priority and can apply in November. Other households will be assisted starting in December if funds remain

Case Management Services – These services are for the specific purpose of assisting low-income individuals and families in the elimination or reduction of barriers to self-sufficiency. Clients work one on one with case managers to identify problem areas and develop a plan of action. Individual plans may include services such as employment assistance, budget counseling, legal aid, mortgage and credit counseling, and more.

Weatherization Services – including stopping major air infiltration, attic insulation, sidewall insulation, smart thermostats, compact fluorescent lamps, sealing and insulating HVAC duct systems and floor insulation.