

AGREEMENT

This **AGREEMENT** made and entered into this ____ date of _____, 2021 by and between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "City," and Impact 46, Inc., a domestic nonprofit corporation, hereinafter referred to as "Impact 46."

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. PURPOSE:

The City desires to continue providing assistance to those in need and qualified under the ongoing program the City has developed, especially during this time that the City and its citizens are directly impacted by COVID-19. These impacts include but are not limited to financial burdens, temporary and permanent job loss and unemployment, and mental and physical health effects. It is important for the City to protect the well-being and health and safety of its citizens. The City must mitigate burdens placed on the public safety infrastructure, city owned and operated utilities, and demands for resources including those of food banks and the Lawrenceville Housing Authority. Providing assistance, including food, housing and other life sustaining necessities, to the citizens of Lawrenceville that are the most vulnerable is in the best interest of the City and its citizens. Such assistance directly benefits the City and its citizens by preventing hunger, preventing homelessness, helping to maintain property values by preventing foreclosures, allowing continued payment of utility bills, and lessening the burdens placed on public safety infrastructure. Because of the needs of its citizens and benefits received by the City and its citizens, the City finds that it is in its best interest and the best interest of its citizens to provide assistance as set forth in this Agreement.

The further purpose of the execution of this Agreement is solely for continuance of a partnership with Impact 46 for the expressed purpose of supporting the Lawrenceville Response Center as defined further in the Scope of Work and Performance sections of this Agreement.

2. TERM:

This Agreement shall be retroactive to be effective starting on January 1, 2021 and end on December 31, 2021. It will automatically renew for an additional year unless notice of intent to terminate is given by either Party by November 1 of the then current renewal year. The Agreement will expire with no additional renewals as of December 31, 2026.

3. USE OF FUNDS:

Impact 46 agrees to maintain a separate and distinct set of accounts and records to ensure that funds are used solely for the purposes outlined herein. All funds must have documented expenditures within the term of the Agreement or any renewal. Any ineligible

or unexpended funds must be returned to the City not later than 15 business days following the date of termination of this Agreement.

4. SCOPE OF WORK:

Impact 46 shall:

- a) Administer and oversee the terms and conditions in this Agreement and shall ensure that any monies provided are utilized pursuant to the provisions of this Agreement.
- b) Impact 46 will lead strategic non-profit partners to operate an intake center (Lawrenceville Response Center) as well as develop a long-term sustainability model for services to vulnerable families/residents in Lawrenceville. This will include:

- i. Immediate Response:

- 1. Impact 46 (with strategic partners) will provide a Lawrenceville Response Center ("LRC") to respond to those in need of housing, financial resources, and food as a result of income loss from COVID19. The purpose of the LRC is to have a city specific place where Lawrenceville residents can contact a case manager for resources. The case manager will receive intake forms from Home First Gwinnett as well as intake forms from its own website and then assess, manage, and report.

- 2. Impact 46 will serve as the community liaison and fiscal agent to create a network of community partners and providers with collaborative and coordinated efforts to:

- a. Fund the Short-term and long term strategies through community partners, sponsors, in-kind donations, and donors;
 - b. Identify and understand the underlying systematic issues and approaches surrounding poverty; and
 - c. Build working and sustainable models for unique and long-term community outreach.

- ii. Impact 46 will serve as a community hub for coordination and collaboration in Lawrenceville that:

- 1. Helps move existing charity models towards strategic plans for long-term systematic impact and
 - 2. Launch pilot programs in coordination with community partners and providers.

5. PERFORMANCE:

Impact 46 agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified herein. Anticipated results of this partnership include creation and operation of the LRC as well as the development and implementation of a long-term sustainability model for services to vulnerable families/residents in Lawrenceville.

6. FEES, IN-KIND AND EXPENSES:

The City agrees to provide Impact 46 an amount based on a specific scope of work issued as an addendum to this Agreement to facilitate the scope of work outlined. In addition, at the City's discretion, the City may provide in-kind materials or services to facilitate the scope of work. Impact 46 must document expenditures and any in-kind materials or services through monthly reporting and will be required to return any unobligated or ineligible expenses to the City upon the termination of this Agreement or any renewal. Any ineligible or unexpended funds must be returned to the City not later than 15 business days following the date of termination of this Agreement.

7. RECORDS:

Impact 46's financial records, use of in-kind materials and service provision records must be available for City review. Impact 46 must adhere to Georgia state laws and policies with regard to expenditure reporting and auditing. A fiscal audit must be filed with the City for the most recent fiscal year within 180 days of the end of Impact 46's fiscal year for each year of this Agreement.

8. REPORTING:

On, or before, the 10th day of each month, Impact 46 will provide the City with a monthly report pertaining to the administration and expenditure of funded or in-kind activities. The report format is attached as Exhibit A – Monthly Report Form.

9. SERVICE WITHIN CITY:

Impact 46 agrees that City contributed funds will be used only within the boundaries of the City of Lawrenceville.

10. METHOD OF NOTIFICATION:

All notices and communications provided for hereunder shall be sent to the following:

(1) Jen Young,
IMPACT 46
279 West Crogan Street
Lawrenceville, Ga. 30046
Jen@impact46.org

(2) Chuck Warbington, City Manager
City of Lawrenceville
PO Box 2200, Lawrenceville, GA 30046
Chuck.Warbington@lawrencevillega.org
678-407-6577

11. NOTIFICATION OF CHANGES:

Impact 46 agrees to report to the City any substantial changes to the scope of work. A substantial change includes, but is not limited to, the introduction of a new focus area or a budget increase/decrease of more than 25% within a focus area already approved. Any such changes would exceed the scope and must be approved as an Amendment to this Agreement.

12. AMENDMENTS:

No modification of this Agreement shall be made unless acknowledged in a written amendment signed by both parties.

13. INDEMNIFICATION AND HOLD HARMLESS:

Impact 46 agrees to protect, defend, indemnify, and hold harmless the City, its Council, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of Impact 46.

Impact 46 further agrees to protect, defend, indemnify, and hold harmless the City, its Council, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of Impact 46.

14. TERMINATION FOR FAILURE TO PERFORM:

The City may terminate this Agreement for failure of Impact 46 to perform the services as contemplated in this Agreement at any time. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

15. TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. In the event of the City's termination of this Agreement for convenience, Impact 46 will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by Impact 46 who shall itemize each element of performance.

16. AGREEMENT NOT TO DISCRIMINATE:

During the performance of this Agreement, Impact 46 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. Impact 46 will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. Impact 46 will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ASSIGNMENT:

Impact 46 shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

18. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

19. SEVERABILITY:

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

20. GOVERNING LAW:

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in Gwinnett County, Georgia.

21. MERGER CLAUSE:

The parties agree that the terms of this Agreement include the entire Agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

Impact 46, INC

CITY OF LAWRENCEVILLE,
GEORGIA

By: _____
Signature

By: _____
David R. Still
Mayor
City of Lawrenceville

Print Name

ATTEST:

Title

Karen Pierce, City Clerk
City of Lawrenceville

ATTEST:

Signature

(Seal)

(Seal)

APPROVED AS TO FORM:

Signature
City Attorney

Exhibit A

Monthly Report Form

MONTHLY REPORT

Impact 46

Lawrenceville Response Center – FY2020

Reporting Period: [REDACTED]

Name/Title of Individual Completing the Report: [REDACTED]

Contact Information: [REDACTED]

Project Activity

1. Did the project serve only City of Lawrenceville residents? yes no

If Yes, which zip code? _____

If No, please identify other funding sources used to cover the costs of non-Gwinnett County residents served.

2. Provide a comprehensive narrative about your project accomplishments during the reporting period identifying key dates and activities accomplished.

3. Detail your project implementation and expenditure schedule. Please specify your response by focus area and elaborate on any unexpected delays or identified problems.

[REDACTED]

Project Accomplishments

(Complete this section only for projects meeting completion during the reporting period)

4. How did the project meet the identified need(s) in our community?

[REDACTED]

5. What unmet need(s) remain?

[REDACTED]