

AGREEMENT FOR FUNDS TO BE USED TO OPERATE  
THE PROPERTY AT 179 PLAINVIEW DRIVE

WHEREAS, the City of Lawrenceville (hereinafter the "City") owns the property located at 179 Plainview Drive, Lawrenceville, GA, (Tax Parcel R5142 117) (hereinafter the "Property"); and

WHEREAS, the City has previously leased the Property to Impact 46, Inc. (hereinafter "Impact 46") and;

WHEREAS, Impact 46 is assisting the City in coordinating efforts to address homelessness; and

WHEREAS, the City and Impact 46 seek to use the Property for the creation and operation of a transitional housing center to be known as the F.I.R.S.T. (For Intensive Response and Supportive Transitions) Center; and

WHEREAS, The City desires to provide funds to Impact 46 to be used to assist with the operation of the F.I.R.S.T. Center subject to certain terms and conditions; and

WHEREAS, Impact 46 is willing to accept the funds subject to the terms and conditions established by the City;

NOW THEREFORE in consideration of the amounts set forth herein, the cooperation between the City and Impact 46 to address homelessness, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Impact 46 hereby agree as follows:

1. The City shall provide Impact 46 with Two Hundred Thousand Dollars (\$200,000.00) in calendar year 2025 and Two Hundred Thousand Dollars (\$200,000.00) in calendar year 2026 (hereinafter "City Operational Funds") to be used solely to assist with the operations of the F.I.R.S.T. Center. The payment of the City Operational Funds shall be made on or before January 15 of each calendar year.
2. These City Operational Funds shall be used for salaries and benefits associated with specific personnel needed to operate the F.I.R.S.T. Center. The positions funded through these City Operational Funds shall include 1 full-time Program Director, 1 full-time Case Manager, 1 part-time Clinical Lead and 1 part-time security officer. In addition, the City Operational Funds may be used to provide supplies, utilities, program participant needs including food and clothing, employee travel, employee training, and technology needs associated with the operation of the FIRST Center.
3. Impact 46 shall be responsible for any additional funds needed for funding the positions specified in paragraph two (2) above or for any other operational costs associated with the FIRST Center that exceed the amount allocated in this agreement.

4. If Impact 46 desires to use these City Operational Funds for different purposes related to the operation of the FIRST Center, such changes must be approved in writing by City of Lawrenceville City Manager or designee.
5. The City Shall provide Impact 46 with an additional One Hundred Sixty Thousand Dollars (\$160,000.00) (hereinafter City Improvement Funds) to be used solely for site improvements and/or furniture, fixtures, and equipment for the F.I.R.S.T. Center. Any City Improvement Funds not used by the end of the term of this Agreement shall be returned to the City.
6. This Agreement shall become effective on January 1, 2025, and shall expire on December 31, 2026. All funds provided under this Agreement must be spent by December 31, 2026, for the purposes allowed. If any funds provided under this Agreement have not been spent by December 31, 2026, those funds must be returned to the City.
7. The funds provided to Impact 46 under this Agreement are American Rescue Plan Act (ARPA) funds allotted to the City. Impact 46 shall comply with all federal laws and regulations applicable to the use of ARPA funds and shall provide the City with an accounting of all funds used by Impact 46 that are provided under this Agreement.
8. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the City Funds and to take any and all action necessary and appropriate to carry out the intent of this Agreement between the parties.
9. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
10. This Agreement expresses the entire understanding and agreement between the parties hereto.
11. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
12. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
13. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.
14. Impact 46 shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability in connection

with any and all claims for damages as a result of any activities associated with the use of the funds provided under this Agreement or as a result of any breach of this Agreement by Impact 46.

It is so agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

IMPACT 46, INC.

CITY OF LAWRENCEVILLE, GEORGIA

By: \_\_\_\_\_

Jen Young, Executive Director

By: \_\_\_\_\_

David R. Still, Mayor

ATTEST:\_\_\_\_\_

Karen Pierce, City Clerk