

COMMUNITY PARTNERSHIP GRANT AGREEMENT

This Agreement (hereinafter called "Agreement"), dated as of the 16th day of October, 2013 is entered into by and between the City of Stockbridge, Georgia (hereinafter called the "City") and Ambassadors Life Center (hereinafter "Contractor"). On occasion both entities shall be referred to as "Party" or "Parties."

WITNESSETH:

WHEREAS, the City desires to provide its citizens and residents with a Thanksgiving Dinner Event including dinner, haircuts, gently used clothing, and a holiday give away for those afflicted by poverty in the City in exchange for certain community partnership grant funds; and

WHEREAS, the Parties agree that the Contractor has sufficient skills, ability, experience, and expertise to provide the City with its desired Thanksgiving Dinner Event on the desired dates; and

WHEREAS, the Contractor desires to provide the City with its Thanksgiving Dinner Event on the desired date during 2013 in exchange for the receipt of certain community partnership grant funds; and

NOW, THEREFORE, the parties hereto, for, and in consideration of their mutual promises, covenants, and agreements herein contained, do hereby mutually covenant, agree, and consent as follows:

SECTION ONE. SERVICES BY CONTRACTOR

- A. Contractor agrees to produce and provide a Thanksgiving Dinner Event on November 28, 2013, wherein Contractor will provide Thanksgiving Dinners, haircuts and hair styling, gently used clothing, and a holiday give away to those afflicted by poverty within the City of Stockbridge, and to make the event accessible to residents and citizens in the City of Stockbridge under conditions similar to those which Contractor made available during last year's (2012) event.

SECTION TWO. COMMUNITY PARTNERSHIP GRANT FUNDS

- A. For and in consideration of the promises made by Contractor in section one of this Agreement, the City agrees to provide to Contractor the total sum of \$5,240.00, which funds are to be paid from the City's Community Partnership Grant Program in incremental draws. The first draw will include reimbursement for food, signs and marketing, a deposit for entertainment, postage/mail, graphic design work, favors, t-shirts, incentives, and decorations in an amount up to one half of the total grant amount of \$5,240.00, if and as soon as Contractor provides appropriate receipts for any money requested in the draw. The second draw, which will be made after the event is over, will include reimbursement for entertainment, linens, flatware, and glassware, as well as those

items covered in the first draw in an amount up to the remaining one half of the total grant of \$5,240.00, if and as soon as Contractor provides appropriate receipts for any money requested in the draw. The amount provided will be based upon the actual cost of the event, up to \$5,240.00, as documented through appropriate receipts.

SECTION THREE. WARRANTIES AND REPRESENTATIONS

- A. The Contractor warrants and represents that to the best of its knowledge, no member, employee, officer, agent or official of the City, nor any member of their immediate family, has any interest direct or indirect, in this Agreement or any proceeds or benefits arising there from.
- B. The Contractor warrants and represents that it is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or excluded from participation in this Agreement by any state or federal department or agency or the City and the Contractor shall not in the performance of this Agreement, knowingly enter into any contract with a person or entity who is debarred, suspended, proposed for debarment or suspension, or otherwise ineligible.

SECTION FOUR. MISCELLANEOUS

- A. Nothing herein nor any actions of the parties shall be construed to create any agency relationship or joint venture between the City and the Contractor. The City is not an agent or representative of the Contractor and the Contractor is not an agent or representative of the City and neither may bind the other. The Contractor shall be solely responsible for procuring and providing all materials, and facilities (except as otherwise provided herein) necessary or incidental to the performance of the work described herein.
- B. The Contractor is an independent contractor and its employees are not employees of the City. The Contractor is solely responsible for the conduct and control of the work to be completed as part of this Agreement. The Contractor is solely responsible for reporting and paying any required local, state and federal taxes relating to its payment hereunder.
- C. This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modifications of this Agreement shall be binding unless both parties agree to said modification in writing.
- D. The parties expressly agree that the laws of the State of Georgia shall control in all instances involving the interpretation, construction and validity of this Agreement. In the event any portion part or portion of this Agreement is, for any reason, set aside or deemed unlawful, those lawful parts or portions shall survive and continue in full force and effect.
- E. Time is of the essence in the performance of this Agreement.

- F. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the City.
- G. Neither failure nor delay on the part of the City to exercise any right, power or privilege under this Agreement shall be deemed to operate as continuing waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of additional rights, powers, or privileges. No waiver of any breach of any term, condition or covenant shall be construed as a continuing waiver of any subsequent breach hereunder.
- H. This Contract is in no way intended to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution.
- I. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims.
- J. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
- K. Contractor agrees to indemnify, save and hold harmless and defend the City of Stockbridge, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of Contractor's operation and provisions of services, including but not limited to, reasonable attorney's fees and costs.
- L. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- M. This Agreement constitutes the entire Agreement and understanding among the parties hereto, and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- N. The Parties acknowledge that they have mutually participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party herein or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; that the Parties at all times have had access to attorneys even if they voluntarily chose not to use the same in the negotiation of the terms of and the preparation and execution of this Agreement, and the Parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to its execution and delivery thereof; that no representations or warranties have been made on behalf of either party or relied on by either party pertaining to the subject matter of

this Agreement, other than those that are set forth herein, and all prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement. The Parties agree that the terms of this Agreement were negotiated at arms length, and that this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any party upon any other party; and that the execution and delivery of this Agreement is the free and voluntary act of each party executing it.

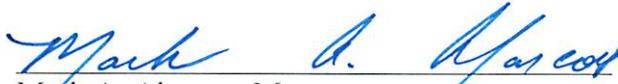
- O. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms and provisions hereof, will not conflict with nor result in a breach of, nor be a default under any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the City is a party or by which it is bound or to which it is subject.

- P. Should Contractor default upon the required performance under this Agreement, the City shall be entitled to institute proceedings in an appropriate court of law to recover the full amount of the Community Partnership Grant funds provided to Contractor under this Agreement. The City shall also be entitled to seek its full attorneys' fees and costs associated with any such legal action, and the Parties expressly agree that recovery of the amount of the Community Partnership Grant funding provided to Contractor, together with attorneys' fees and costs, provides the City with an appropriate remedy (and full recovery of all damages) for any breach of this Agreement by Contractor.

IN WITNESS WHEREOF, the Parties have hereunder duly executed this Agreement on this day and year first written above.

(SEAL)

THE CITY OF STOCKBRIDGE, GEORGIA



Mark A. Alarcon, Mayor

ATTEST:



Rhonda A. Blackmon, City Clerk

APPROVED AS TO FORM:



William J. Linkous, III, City Attorney

[Signatures continued on following page.]

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ATTEST: [Signature]
Its FOUNDER

(SEAL)

AMBASSADORS LIFE CENTER
By: [Signature]
Its President