

**CITY OF DALTON**  
**EMPLOYEE LEASE AGREEMENT**

THIS EMPLOYEE LEASE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and the Dalton-Whitfield Community Development Corporation, a Nonprofit Corporation created by the State of Georgia (the "Corporation").

**WHEREAS**, the Corporation desires to lease employees from the City for the purpose of staffing the Dalton-Whitfield Community Development Corporation (the "DWCDC"); and

**WHEREAS**, the City is willing to lease certain employees to the Corporation upon the terms and conditions set forth herein.

**THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services.** The City shall provide the Corporation with the personnel named in Exhibit "A" attached hereto and made a part hereof (the "Leased Employees"). Exhibit "A" may be amended from time to time by the mutual consent of the parties. The governing authorities of each Party hereby authorize their respective Executive Director and Human Resources Director to mutually designate by addition or deletion employees identified on Exhibit "A".

2. **Term.** Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be two (2) years commencing on the date of its execution by the parties. This Agreement shall automatically extend for additional one (1) year terms until terminated as provided herein. Provided, however, in no event shall the aggregate term of this Agreement exceed fifty (50) years.

3. **Place of Performance.** All work and services to be performed by Leased Employees shall be conducted at the DWCDC. The Corporation shall comply will all federal, state and local laws and regulations pertaining with employee safety and civil rights.

**4. Obligations.**

- (a) The parties acknowledge that the City is an independent contractor and that the Leased Employees are employed solely by the City. The City shall be responsible for all matters related to the payment of federal and state payroll taxes, workers' compensation insurance, wages and City approved health,

pension and/or retirement plan and other benefit plans of the Leased Employees.

- (b) The Corporation may make recommendations to the City regarding the hiring, disciplining and termination of Leased Employees, but the final decision in such matters and all other matters relating to the Leased Employees shall be made by the City in its sole discretion, except as provided otherwise in subparagraphs 4(c) and (d) herein.
- (c) The Corporation shall establish and direct the daily duties and hours of work of the Leased Employees. Provided, however, the Leased Employees shall be subject to, and the Corporation shall comply with, the City's published employee policies and procedures. The Corporation shall timely provide the City with the time records of the Leased Employees and such other information as the City may reasonably request that pertains to the Leased Employees.
- (d) The Corporation shall be responsible for and shall provide all training required for the Leased Employees.
- (e) The Corporation shall determine the salary and terms of any compensation package for the Leased Employees and any modifications due to merit raises or cost of living adjustments.

5. **Lease Payments.** For all services rendered by the City pursuant to this Agreement, the Corporation, during the term hereof, shall pay to the City a monthly lease payment equal to (excluded workers compensation invoiced annually in January of each year):

- (a) The gross wages, taxes, unemployment compensation, and accrued compensated absences of the Leased Employees for the month;
- (b) The pro-rata contribution in an amount determined by the City for the Leased Employees to the City's health, pension and/or retirement plan and workers' compensation plans;
- (c) Any amount exceeding the contribution in subsection (b) hereof and paid by the City during the quarter to or on behalf of a Leased Employee under the City's health, pension and/or retirement plan or workers' compensation plans;
- (d) Any judgment, fine, penalty, expense, cost or charge the City is required to pay or incurs during the quarter as a result of a breach of this Agreement by the Corporation or pertaining in any way to a Leased Employee.
- (e) The pro-rata cost in an amount determined by the City for the Leased Employees for services provided by the City Administration, Information Technology, Human Resources and Finance Departments.

All Lease payments shall be due and payable by the 15<sup>th</sup> day following the end of each calendar month.

6. **Indemnification.** To the extent not covered and/or paid by applicable insurance, the Corporation shall indemnify and hold the City harmless from all claims, damages, costs and expenses, including actual attorney's fees, the City may incur arising out of the rendering of services for the Corporation provided pursuant to this Agreement, including, but not limited to, claims pertaining to discrimination, harassment, wages or employee benefits.

7. **Termination.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination, the Corporation shall pay to the City all sums due under paragraph 5 of this Agreement through the date of termination.

8. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, in case of the City to the City Administrator, P.O. Box 1205, Dalton, Georgia 30722-1205 and in case of the Corporation to the Chairperson / Executive Director, 407 S Thornton Avenue, Suite 3, Dalton, GA, 30720.

9. **Construction.** This Agreement shall be governed by the laws of the state of Georgia. The waiver by any party hereof of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement contains the entire agreement of the parties concerning the subject matter herein and may not be changed except by written agreement duly executed by the parties hereto who are affected by the change. It is agreed that any court, administrative party or other entity interpreting or construing this Agreement shall not apply the presumption that any provision hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto have fully participated in the preparation of all provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement shall not be assignable.

10. **Severability.** Each provision of this Agreement shall be considered severable and, if for any reason any provision hereof is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement.

[Signatures on next page.]

**IN WITNESS WHEREOF**, the parties have caused the execution of this Agreement on the date and year first above written.

City of Dalton

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

Attest: \_\_\_\_\_  
City Clerk

Dalton-Whitfield Community Development Corporation

By: \_\_\_\_\_  
Chairperson / Executive Director

Attest: \_\_\_\_\_  
Secretary