

**CITY OF DALTON**  
**Meals Program Agreement**

**PARTNER AGENCY:**    **The Oakwood Cafe, Inc.**

**FUNDING ENTITY:**    **CITY OF DALTON**

**FUNDING AMOUNT:**   **\$60,480.00**

THIS AGREEMENT, made and entered into on the 19<sup>th</sup> day of January, 2021 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and The Oakwood Cafe, Inc., a domestic for-profit corporation incorporated in the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia at 201 W. Cuyler Street, Dalton, Georgia 30720.

WITNESSETH:

WHEREAS, City of Dalton has budgeted certain funds to carry out various COVID-19 relief activities to benefit low-income residents of the City; and

WHEREAS, \$60,480.00 from Fiscal Year **2020** COVID-19 Relief Funds (CDBG-CV3) has been appropriated for award to the Agency for the implementation of activities determined to benefit low-income residents of the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

**PROJECT DESCRIPTION:** To provide a meals program for eligible low-income residents.

**USE OF FUNDS:**            The program funds shall only be used for providing meals for eligible low-income residents to reduce the impact of COVID-19.

**FUNDING:**                 The City has budgeted COVID-19 relief funds for the City Meals Program.

**DUTIES OF AGENCY:**    Agency shall provide the following services, information and documentation to City as provided in the program guidelines or upon request:

1. Provide 300 individual pre-packaged evening meals per weekday for a period of twenty (20) days to eligible residents beginning Wednesday, January 20<sup>th</sup>, 2021 through Tuesday, February 16<sup>th</sup>, 2021.
2. Meals shall include: one serving of bread or bread alternative, two servings of vegetables, one serving of fruit or substitute additional vegetable, and one serving of meat or meat alternative per each individual meal.
3. Food shall be of high quality, attractive in color and texture, nutritious, non-greasy and appealing to encourage maximum food consumption.
4. Deliver 150 meals each to the John Davis Recreation Center located at 904 Civic Dr., Dalton, GA 30721 at 5:00 p.m. and to the Mack Gaston Community Center located at 218 N. Fredrick Street, Dalton, GA 30721 at 5:00 p.m.
5. Comply with all applicable food safety rules and regulations of the Department of Health.
6. Provide qualified staff to prepare and deliver meals to identified location.

**DUTIES OF CITY:**

The City shall provide the following services:

1. Administer the City Meals Program.
2. Provide funding for the City Meals Program.
3. Timely pay Agency upon satisfactory completion of Program Services and within 10 days of receipt of invoice from Agency.

**DEFAULT:**

The occurrence of any one or more of the following events shall be deemed a default:

1. Failure to provide 10 days of program meals to eligible residents during the term this Agreement.
2. Failure to provide number and/or quality of meals required by Agreement.
3. Filing of voluntary or involuntary Bankruptcy of Agency.
4. Sale of business of Agency to third party without consent of City.
5. Assignment of Agreement to third party without consent of City.
6. Failure to maintain active status as Domestic Corporation with the Georgia Secretary of State during the term of this Agreement.
7. Filing of Bankruptcy during the term of the Agreement.

**REPAYMENT:** Repayment is not required except in the event of default. Upon the occurrence of one or more events of default, Agency shall pay to City the amount of program funds paid to Agency directly related to the Program Services not in compliance with this Agreement.

**INDEMNIFICATION:** The Agency shall indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses, including, but not limited to, reasonable attorneys' fees arising out of or relating to the City Meals Program and the Agency's use of program funds.

**GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

**JURISDICTION:** Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

**JURY TRIAL:** The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

**SEVERABILITY:** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

**TERM:** The term of this Agreement shall be sixty (60) days commencing upon execution of this Agreement.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE AGENCY

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

FOR THE CITY

\_\_\_\_\_  
(Signature)

By David Pennington, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Bernadette Chattam, City Clerk  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Cindy Jackson, CFO  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)