

**CITY OF DALTON**  
**City of Dalton Latino Outreach to Reduce the Impact of COVID-19**

**PARTNER AGENCY/ SUBRECIPIENT:**    **The D.E.O. Clinic, Inc.**

**FUNDING ENTITY/RECIPIENT:**                **CITY OF DALTON**

**FUNDING AMOUNT:**                                **\$50,000**

THIS AGREEMENT, made and entered into on the 17 of August, 2020 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 D.E.O. Clinic, Inc., a domestic non-profit corporation of the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, Dalton's Latino community is disproportionately impacted by the coronavirus pandemic, and there is a need to quickly mobilize a short-term, highly focused initiative to address the educational and testing needs of Latino residents in the community.

WHEREAS, \$ 50,000 from Fiscal Year **2020** funds has been appropriated for award to the Agency for the implementation of COVID-19 relief activities by the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of a program designed to address the City's COVID-19 relief needs, and certifies that it will comply with the applicable certifications contained herein.

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

**PROJECT DESCRIPTION:** The Agency is agreeing to use program funds to provide education and raise awareness of the Latino residents in the City of Dalton on ways to prevent the spread of COVID-19; to facilitate testing for the presence of the COVID-19 virus; and to perform "Contact Tracing" services for those who may have been in Close Contact with a patient who has tested positive for the COVID-19 virus. The project is hereinafter referred to as the "Outreach Program".

**USE OF FUNDS:** The program funds shall only be used for the purposes stated in the Project Description above, and for the administration and management of the program to include up to 3 full-time, temporary employees, hereinafter referred to as the "Employees" who will administer the services in the Project Description. Agency shall certify upon completion of program that all funds have been used for an approved purpose.

**FUNDING:**    The City shall provide \$50,000.00 within seven days of executing this agreement for funding of the Outreach Program. The Agency shall receive said funding for services as listed in the Project Description. For

the purposes of this agreement, the Agency will not be considered an employee of the City. Further, although the City may have derived the funds from CARES or CRF, the payment to the Agency shall be deemed a simple service fee payment and not considered a receipt of CARES or CRF funds that may make the Agency ineligible for receipt of any other state or federal aid, including but not limited to CARES, CRF, and PPP funds.

**DUTIES OF AGENCY:**

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

1. Manage, through its directors, officers, and volunteers, the Outreach Program.
2. Agency will hire 3 temporary Employees for 40 hours per week for as many weeks as the funds will allow after payment of administrative costs (including but not limited to payroll taxes, worker's compensation insurance premiums, and liability insurance premiums) and any necessary equipment and supplies. The Agency shall set the wage of these temporary Employees, but best efforts will be used to ensure that the wages are set to allow the program to extend at least sixteen weeks.
3. Recruit, hire, supervise, and, if indicated, dismiss Employees hired for the Outreach Program. All Employees related to the Outreach Program will be Employees of the Agency and not the City.
4. Maintain liability insurance coverage for the Employees for the duration of the Outreach Program.
5. Maintain workers' compensation insurance coverage for the Employees for the duration of the Outreach Program.
6. Provide documentation, receipts, etc. related to all fund expenditures.
7. Provide bi-weekly reports to the City of the following information: the number of community members contacted, by location, while providing educational and preventive information to reduce the spread of the COVID-19 virus, the total number of individuals being tested, and the total number of individuals contacted pursuant to Contact Tracing.
8. Maintain program related documents for a period of 5 years for examination by City and the City's independent auditors.
9. Provide access to program related documents for audit purposes during regular business hours at site of Agency facility.
10. Maintain confidentiality of identity of participating residents and related program documentation except as required by the Georgia Open Records Act.

**DUTIES OF CITY:**

The City shall provide the following services:

1. Provide the funding to the Agency in the amount of \$50,000 to cover Employee salaries, administration costs, and equipment of

- the Outreach Program incurred by Agency.
2. Provide work space, as needed, for the Outreach Program at Mack Gaston Community Center located at 218 Fredrick Street, Dalton, GA separate and apart from the space presently occupied by the Agency for its normal operations.
  3. Audit Agency's use of program funding, goods or services.
  4. Maintain confidentiality of identity of participating residents and related program documentation except as required by the Georgia Open Records Act.

**DEFAULT:**

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

1. Failure to comply with the guidelines of this agreement.
2. Failure to provide reports to the City in a timely manner.
3. Failure to maintain program related documents as required herein.
4. Failure to provide access to program related documents for audit purposes during regular business hours at site of Agency facility.
5. Failure to maintain confidentiality of identity of participating residents and related program documentation except as required by the Georgia Open Records Act.
6. Failure to maintain non-profit status during the term of this Agreement.

**REPAYMENT:** If the Agency is unable to complete the Outreach Program in its entirety due to lack of employee availability, contraction of COVID-19 or other disease by Agency Employees, or any other reason, the Agency shall repay to the City the unused amount of funds equal to any missed work hours, less verifiable administrative costs. In the event of temporary Employee shortage or illness, the Agency shall have the right to extend the program term by up to 30 days to make up for missed work time without being required to repay funds.

**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 Outreach Program.

**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 one hundred-twenty (120) days commencing upon execution of this Agreement unless extended by the Agency as permitted due to employee shortage or illness.

[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 Jason Parker, City Administrator  
(Typed Name/Title)

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