

MEMORANDUM OF UNDERSTANDING

GEORGIA, WHITFIELD

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this the 17th day of June, 2024, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”) and DALTON SERENITY CLUB, INC., a Georgia non-profit corporation (hereinafter referred to as “DSC.”)

WITNESSETH:

WHEREAS, DSC hosts Narcotics Anonymous and other programs in the City of Dalton which are designed to address and treat drug addiction; and

WHEREAS, the City has determined that there is a significant public benefit to the City by operation of DSC; and

WHEREAS, the City desires to provide certain funding for DSC through funds received (“Settlement Funds”) from the settlement of certain litigation against certain opioid distributors and others, which is commonly referenced as the “National Opioids Settlement.”

WHEREAS, Narcotics Anonymous and other programs conducted or supported by DSC are an approved use of settlement funds pursuant to the National Opioids Settlement as identified on Exhibit E, Schedule B of the Settlement Agreement in the National Opioids Settlement (“Approved Uses”); and

WHEREAS, the City desires to allocate the sum of thirteen thousand dollars (\$13,000.00) from Settlement Funds to DSC via a one-time remittance of this sum for the benefit of DSC;

NOW, 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 City and DSC herewith agree as follows:

-1-

The City shall remit to DSC the total sum of thirteen thousand dollars (\$13,000.00) (“City Funds”) from the Settlement Funds, which may be paid via a lump sum or in monthly installments for no more than one year from the date of this Agreement, in the sole discretion of the City.

-2-

DSC shall use the City Funds only for the operation of DSC and only for Approved Uses, including rent, utilities, program materials, and supplies.

-3-

DSC shall provide the City with a complete financial statement showing the use of the City Funds after the City Funds have been exhausted and at such other times as may be reasonably requested by the City while DSC is utilizing City Funds.

-4-

DSC may make subsequent requests for funding by the City, which may be documented by subsequent agreement; however, nothing in this Agreement shall obligate the City to provide any such funds.

-5-

If the City makes a lump sum payment and DSC subsequently ceases operation or ceases to provide programming which constitutes one of the Approved Uses, the City shall be entitled to receive a prompt refund of any unused City Funds.

-6-

If any provision of this Agreement shall be invalid to any extent, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to circumstances other than those to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

-7-

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

-8-

This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior agreement or understanding related 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 party unless reduced to writing and signed by both parties hereto.

-9-

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail, as addressed as follows:

As to the City: City Administrator
City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205

As to DSC: Dalton Serenity Club, Inc.
c/o Director
513 Benjamin Way, Suite 310
Dalton, GA 30720

or to such other address as shall be furnished by notice to the other party.

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No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.

-11-

The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

IN WITNESS WHEREOF, we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

City of Dalton

By: _____
Mayor/Mayor Pro Tempore

Date: _____

Attest: _____
Clerk
(SEAL)

Dalton Serenity Club, Inc.

By: _____

Date: _____

Print Name: _____

Title: _____
[Corporate Seal]