

AGREEMENT

This agreement (“Agreement”) is entered into this 5th day of October, 2020 by and between the **City of Dalton, Georgia**, a municipal corporation (the “City”) and **Jacqueline Killings, LLC** (“LLC”), a Georgia corporation.

WHEREAS, the City desires to retain assistance to increase its community engagement through support services for public safety; youth services and communication, hereinafter referred to as “Community Engagement” as described in Section 5 of this agreement; and

WHEREAS, LLC desires to assist the City with these initiatives in accordance with the terms and conditions below.

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. Retainer. Pursuant to the terms and conditions of this Agreement, the City retains LLC to assist the City with Community Engagement.
2. Term. LLC’s tenure to provide Community Engagement shall commence on the 5th day of October, 2020, and shall continue until the 30th day of June, 2021 at which time this Agreement shall expire, unless sooner terminated as herein provided (the “Term”). The agreement may also be extended at the request of the City and with the agreement of the LLC. The agreement may be terminated by either party prior to the expiration date provided that either party gives to the other party written notice of termination at least thirty (30) days prior to termination. Notice of termination may be delivered in person; by certified mail, return receipt requested; by statutory overnight delivery; or by electronic mail. The date of receipt or attempted delivery shall be the delivery date of such notice.
3. Termination. This Agreement may be terminated prior to the expiration of the then current term for any of the following reasons:
 - (a) *Termination without cause*. Notwithstanding the provisions of Section 2 of this Agreement, the City shall have the right to terminate this Agreement without cause at any time prior to the expiration of the then current term upon thirty (30) days’ written notice.
 - (b) *Termination for Cause*. Notwithstanding the provisions of Section 2 of this Agreement, in the event of any of the following, the City shall have the right to terminate this Agreement immediately and without notice:
 - i. If LLC materially breaches this Agreement, or fails to adequately render professional services as required herein;
 - ii. Fraud, dishonesty or other acts of misconduct by LLC in the rendering of professional services as required herein;

- iii. In the event LLC fails or refuses to faithfully or diligently perform the provisions of this Agreement, as determined by the City; or
- iv. The LLC becomes insolvent.

The termination of this Agreement shall release the City from any further payments of compensation to LLC effective upon the date of termination, and shall release LLC from any further obligation to provide professional services hereunder as of the date of termination.

4. Compensation. As compensation for services rendered for Community Engagement, the City shall pay LLC compensation as follows:

(a) Engagement fee of \$1,500 shall be payable to LLC upon execution of the agreement.

(b) One Thousand Six Hundred Sixty Six (\$ 1,666.00) per month thereafter, provided that the City, in its sole discretion, is satisfied with LLC's performance of the services rendered under this Agreement. In the event the City is not satisfied with LLC's performance of the services rendered herein, in addition to any other remedy available hereunder or at law, the City may elect to terminate this Agreement.

Payment shall be made to LLC on or before the 10th of each month, for the duration of the agreement, for services rendered the previous month. LLC shall be responsible for and shall pay (a) all taxes associated with compensation and (b) all expenses under \$100 per month incident to providing of the services contemplated herein. The City shall reimburse LLC for (1) any expenses exceeding \$100 per month related to Community Engagement, (2) mileage for travel over 30 miles one way, and (3) any overnight lodging and meal expenses, providing that the City authorizes said expenditures in advance. LLC shall provide the City with receipts of all reimbursable expenses.

5. Duties. LLC shall report to the Public Safety Commission, with liaison of the City Administrator. Jacqueline Killings must provide all services directly and may not subcontract services without the prior, written permission of the City. The duties in providing Community Engagement Services shall include the following:

- (a) Provide Engagement services for twenty (20) hours each week, including but not limited to:
- (b) Conduct evaluations of various City services or organizational components as assigned comparing recognized best practices and standards to current operations and providing written and verbal feedback and recommendations to the City for improvement
- (c) Complete project assignments as directed in the subject areas of support services for public safety, youth services, and communication, including recommendations to the City for:
 - i. Additional resources and/or methods for public safety interactions with

- City residents with mental illness
 - ii. Methods the City may use to communicate with members of the community, especially in the area of youth engagement
 - iii. Assist the City in collaborating with youth services organizational entities to find efficiencies, and in connecting those entities with public and private funding sources
 - iv. Methods which will improve the City's recruitment efforts
 - v. Provide recommendations for the City to increase civic participation of community members; especially in the area of increasing civic participation and education as part of engagement with youth in the community
 - (d) Provide written reports for all project assignments which include a detailed explanation of activities, as well as recommendations
6. Confidentiality. LLC shall not disclose publicly any information, reports or data without first receiving authorization from the City.
7. Independent Contractor. The relationship of LLC to the City shall be that of an independent contractor. LLC shall have no right to participate in any City employee benefit program.
8. Miscellaneous.
- (a) This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect thereto.
 - (b) Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in the Agreement.
 - (c) No provision of this Agreement shall be deemed waived, nor there an estoppel against the enforcement of any such provision, except by a writing signed by the party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived.
 - (d) Headings in this Agreement are for convenience only and shall not control the meaning of this Agreement. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The parties have reviewed and understand this Agreement, and each has had a full opportunity to negotiate the Agreement's terms and to consult with counsel of their own choosing. Therefore, the parties expressly waive all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the drafter, and agree that this Agreement and all amendments thereto shall be construed as a whole, according to the fair meaning of the language used.

- (e) This Agreement may not be altered or amended except in a writing signed by the parties hereto.
- (f) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- (g) Nothing in this Agreement, express or implied, is intended to confer on any person or entity not a party to this Agreement any right or remedy by reason of this Agreement.

Notices:

All notices shall be directed for each party:

For the LLC:

Jacqueline Killings, LLC
 3451 Misty Meadows Drive NW
 Dalton, GA 30721

For the City:

Jason Parker, City Administrator
 P.O. Box 1205
 Dalton, GA 30720

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

City of Dalton, Georgia

By: _____
 Mayor

_____(Seal)
 LLC

Attest:

 City Clerk