



**MAYOR AND COUNCIL MEETING
MONDAY, JULY 15, 2019
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

1. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

Minutes:

1. Mayor and Council Work Session and Regular Meeting Minutes of June 17, 2019

New Business:

2. (5) 2019 Alcohol Beverage Applications
3. Resolution 19-07 - Appointment of Election Officials
4. CDBG Minor Home Repair Policy Manual
5. FY2019 CDBG Sub-Recipient Agreements
6. Ordinance 19-12

The request of Bryan Spence is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium Density Residential (R-3) (parcel 12-182-19-000) containing a total of 1.56 acres located along the east R/W of Chattanooga Avenue.

7. Right of Way Deed – Intermark USA, Inc.
8. Approval of Hangar Sub-lease Agreement for Dalton Municipal Airport
9. Approval of 5-year Contract with Croy Engineering for Professional Engineering Services at Dalton Municipal Airport

- [10.](#) Intergovernmental Agreement Whitfield County for Countywide Radio Communications
- [11.](#) Fiber Optic Connection Contract with Windstream

Supplemental Business:

Announcements:

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JUNE 17, 2019

The Mayor and Council held a Work Session this evening beginning at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the items on the agenda.

EXECUTIVE SESSION

On the motion of Councilmember Harlan, second Councilmember Woods, the Mayor and Council adjourned into Executive Session at 5:28 p.m. to discuss potential litigation matters.

ADJOURNMENT

On the motion of Councilmember Harlan, second Councilmember Crews, the Mayor and Council adjourned out of Executive Session at 5:49 p.m. no action was proposed or taken.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 17, 2019

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council removed Item 6 - "2019-2020 School Resource Officer Contract with Dalton Public Schools" and approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There was no public comments.

PROCLAMATION:

National Parks and Recreation Month - July 2019

The Mayor and Council proclaimed July 2019 as "Parks and Recreation Month" and urged the citizens of the City to join in this special observance.

MINUTES:

The Mayor and Council reviewed the Work Session and Regular Meeting Minutes of June 3, 2019. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

GA FUEL CARD PROGRAM AGREEMENT FOR POLICE DEPARTMENT

On the motion of Council member Goodlett, second Council member Wood, the Mayor and Council approved the agreement for the Dalton Police Department to use the Georgia Fuel Card Program. The program is the state contract for fuel purchases with a credit card. The vote was unanimous in favor.

2019-2020 SCHOOL RESOURCE OFFICER CONTRACT WITH DALTON PUBLIC SCHOOLS

This item was tabled.

RATIFICATION OF MUSIC PERFORMANCE LICENSES

City Administrator Jason Parker stated the City is required to maintain music performance licenses to cover use of copyrighted material at its venue locations such as Burr Park and Dalton Green Park. On the motion of Council member Wood, second Council member Harlan, the Annual ASCAP in the amount of \$357; SESAC \$875 and BMI \$358 were approved. The vote was unanimous in favor.

PURCHASING POLICY REVISION

The Mayor and Council reviewed the Purchasing Policy Revisions that included the increased threshold for posting on website from \$10,000 to \$100,000. On the motion of Council member Wood, , second Council member Harlan, the revision was approved. The vote was unanimous in favor.

CHANGE ORDER 2 – ADDITIONAL SCOPE OF WORK – BOTANY WOODS DRIVE SLOPE RECONSTRUCTION

The Mayor and Council reviewed Change Order 2 in the amount of \$22,800 for an additional scope of work on the Botany Woods Drive Slope Reconstruction. On the motion of Council member Goodlett, second Council member Wood, the Mayor and Council approved Change Order #2. The vote was unanimous in favor.

ENCROACHMENT EASEMENT AGREEMENT FOR TRAFFIC CONTROL DEVICE

The Mayor and Council reviewed the encroachment easement agreement to remove the current wooden support pole and replace it with a decorative green mast arm signal pole. On the motion of Council Member Goodlett, second Council Member Wood, the Agreement was approved. The vote was unanimous in favor.

ANNOUNCEMENTS

The Dalton City Council Meeting scheduled for Monday, July 1, 2019 has been cancelled. City of Dalton government offices will be closed Thursday, July 4, 2019 in observance of Independence Day. The next Mayor and Council Meeting will be held on Monday, July 15, 2019.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:07 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07-15-2019

Agenda Item: (5) Alcohol Applications

Department: City Clerk

Requested By: Gesse Cabrera

**Reviewed/Approved
by City Attorney?** Yes

Cost: N/A

**Funding Source if Not
in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to
Explain the Request:**

| |
|---|
| (5) Alcohol Application Recommendations by the PSC at the 06-25-19 meeting. |
|---|

2019 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY JUNE 25 2019

M&C MONDAY JULY 15 2019

(5) 2019 ALCOHOL APPLICATION(S)

1. Business Owner: HE SHENG, INC.
d/b/a: Fortune Cookie
Applicant: Aiyun Gao
Business Address: 801 E. Walnut Ave, Suite J
Type: Pouring Beer, Pouring Wine
Disposition: **New**
2. Business Owner: Carniceria Y Panaderia Inc.
d/b/a: El Milagro
Applicant: Elvia Espinoza
Business Address: 608 MLK Jr. Blvd
Type: Package Beer
Disposition: **Ownership Change**
3. Business Owner: Dalton Convenience, LLC
d/b/a: Dalton Food Mart
Applicant: Ramzan Gorar
Business Address: 2201 Chattanooga Rd
Type: Package Beer
Disposition: **Ownership Change**
4. Business Owner: Dearborn Delray Grocery, LLC
d/b/a: Delray Farms
Applicant: Mario Perez
Business Address: 2518 E. Walnut Ave
Type: Pouring Beer
Disposition: **License Addition**
5. Business Owner: SABK, LLC
d/b/a: The Buckin' Burrito
Applicant: Stan Fetzer
Business Address: 212 N. Hamilton St
Type: Pouring Liquor
Disposition: **License Addition**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07-15-2019

Agenda Item: Resolution 19-07

Department: City Clerk

Requested By: Gesse Cabrera

**Reviewed/Approved
by City Attorney?** Yes

Cost: N/A

**Funding Source if Not
in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to
Explain the Request:**

| |
|---|
| Resolution 19-07 - Resolution to appoint election officials for the City of Dalton General Election to be held on Tuesday, November 5, 2019. |
|---|

**CITY OF DALTON
RESOLUTION
Resolution No. 19-07**

A Resolution to appoint election officials for the City of Dalton General Election to be held on Tuesday, November 5, 2019 and to authorize the Whitfield County Elections Superintendent to appoint such other poll officials as may be necessary for the General Election.

WHEREAS, the Mayor and Council announce that a General Election shall be conducted on Tuesday, November 5, 2019 for the following elected positions: Mayor, Councilmember Ward 1, Councilmember Ward 3, and three (3) City of Dalton Board of Education positions presently held by Richard Fromm, Pablo Perez, and John Tully Johnson.

WHEREAS, the City of Dalton and Whitfield County entered into a Service Delivery Agreement for Election Administration And Oversight on June 20, 1999 and entered into a Voter Services Agreement on August 2, 1999 which assign certain responsibilities for voter registration, election oversight, provision and maintenance of voting machines, provision of polling places, provision and compensation of poll workers, filing of election reports, and publication of election notices.

THEREFORE, BE IT RESOLVED, that for the General Election to be held November 5, 2019 the Whitfield County Elections Superintendent is hereby appointed as the City of Dalton Election Superintendent with those powers and responsibilities as provided by the above-referenced Service Delivery Agreement for Election Administration And Oversight and Voter Services Agreement. The City of Dalton City Clerk is hereby appointed as the Municipal Qualifying Officer.

BE IT FURTHER RESOLVED, that the Whitfield County Elections Superintendent is hereby authorized to select and appoint qualified poll managers and poll officers as required to accommodate the polling places of voting precincts during the General Election.

Adopted this ____ day of July, 2019.

The City of Dalton, Georgia

Attest:

By: _____
Dennis Mock, Mayor

Bernadette Chattam, City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7-15-19

Agenda Item: CDBG Minor Home Repair Policy Manual

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

The City of Dalton CDBG Minor Home Repair Program is required by HUD to adopt policies and procedures for the operation and administration of the program.



CITY OF DALTON

MINOR HOME REPAIR GRANT PROGRAM POLICY MANUAL

Note: This Manual of Policies and Procedures is governed by applicable federal regulations of the Community Development Block Grant (CDBG) Program.

Revised: July 1, 2019

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INTRODUCTION

The mission of the City of Dalton Minor Home Repair Grant Program is to preserve opportunities for affordable housing. The City is committed to increasing home preservation opportunities for low- and moderate-income residents and long-time homeowners, particularly senior citizens and those with physical limitations, through the offerings of a program such as the Minor Home Repair Grant Program.

The City of Dalton receives grant funds annually from the U.S. Department of Housing and Urban Development (HUD) via the Community Development Block Grant [CDBG] Program. These funds are earmarked for public facilities, owner-occupied, Minor Home Repair Grant Program, and public services activities approved by the City of Dalton.

Many residents throughout The City of Dalton have low and moderate incomes. As a result, they often are unable to finance the total costs of bringing their homes up to minimum property standards. In response, the Minor Home Repair Grant Program makes available flexible financial assistance in the form of grants to undertake necessary roof and gutter repairs to owner-occupied housing units.

This Policies & Procedures [P&P] manual outlines the Standard Operating Procedures [SOP] that govern The City of Dalton's Minor Home Repair Grant Program. It provides detailed guidance for the following areas: determining household eligibility; forms of available financial assistance; types of eligible repair work; contracting requirements; general work specifications; and other pertinent matters regarding the effective management and operation of this program. All applicable local, State, and Federal laws and regulations will apply to the Minor Home Repair Grant Program.

The methodology of assistance will depend on the household's need for roofing and gutter repairs and household incomes of 50% or below the Area Median Income (AMI).

The **goals** of the Minor Home Repair Grant Program are:

1. To eliminate substandard and dilapidated housing conditions in order to provide decent, safe, sanitary, and affordable housing for low- and moderate-income homeowners living in the City of Dalton.
2. To stimulate the revitalization of older neighborhoods by eliminating "blighted" housing influences which are causing the deterioration of these valuable residential areas.

The **objectives** of the Minor Home Repair Grant Program are:

1. To offer a financial assistance for roof and gutter repairs to income-eligible homeowners;
2. To produce a quality, cost-efficient product for the homeowner in a timely and effective manner;
3. To provide excellent customer service and ensure homeowner satisfaction on every project the undertaken.

PROGRAM ASSISTANCE:

The City of Dalton's Minor Home Repair Grant [MHRG] Program will provide financial assistance to eligible, low-income households in the form of a grant up to \$10,000 dollars to address roofing and gutter repairs. Homeowner applications will be reviewed on a "first-come" – "first-serve" basis. A waiting list will be maintained in the event participants drop out, don't submit all required information or additional funds become available. The City's CDBG Program Office Minor Home Repair Grant Program will not establish a priority in processing eligible homeowners.

ELIGIBLE APPLICANTS:

In order to qualify for assistance, an applicant must:

- Own and live in the home as their principal residence and hold fee simple title (warranty deed) to the property;
- Applicants must be U.S. citizen and possess valid form of identification.
- Have a gross household income that ***does not exceed 50%*** of the City of Dalton's current median family income, based on family size, as determined by the U.S. Department of Housing and Urban Development (HUD);
- Minor Home Repair Grant income requirements for income eligibility of households served will utilize the anticipated annual income of all adults in the household according to Part 5 definition of annual income.
- Be current on their mortgage payments;
- Be current on the property's homeowner's insurance policy payments; and
- Have all city property taxes and federal and state income taxes paid, and no delinquent liens or judgments on the property.

ELIGIBLE PROPERTIES:

In order to qualify for assistance housing unit must:

- Be located in the City of Dalton;
- Be residential, owner-occupied single-family detached housing units. Mixed use, non-residential, and multifamily (5 or more units) properties are excluded.
- Homes must be built after 1978.
- Heir properties are excluded from assistance.

TERMS AND CONDITIONS:

- The ***Grant will not require repayment from the homeowner.*** The primary purpose of the grant is to assist low-income families with their home repair needs that pose an immediate threat or danger to their well-being;
- Availability - The grant is available ***only one time per household.***

ENVIRONMENTAL ASSESSMENT PROCEDURES:

An Environmental Review will be conducted for all projects. The City will not address any properties build before 1978.

FILE RETENTION:

All rehabilitation project files will be maintained in the City's CDBG Program Office for five (5) years after the final completion date of the project. All other files may be stored at an archive facility.

CONTINGENCY ALLOCATION

Each approved and funded contract may be provided additional funding to cover unexpected overruns, such as those associated with the correction of unforeseen Code and Incipient Deficiencies.

APPLICANT PROCESSING - SEQUENCE OF EVENTS

This section sets forth a simplified, chronological listing of functions to be performed by the City of Dalton's CDBG Program Office, and the procedural steps for carrying out rehab.

1. Potential applicant submits a Minor Home Repair application for assistance. All information given by the applicant regarding debts, income, public assistance, and assets will be verified by the City's CDBG Program Office and kept strictly confidential.
2. If the homeowner is determined to be eligible for assistance the City will contact its independently contracted, Minor Home Repair Program Inspector to conduct a property inspection.
3. The Housing Inspector performs a property inspection to determine extent of repairs and feasibility; and prepares a work write-up and cost estimate, floor plan, and photographs.
4. Applicant reviews and approves work write-up.
5. A competitive bidding process is then utilized in which interested contractors on the City's CDBG Program Office's Approved Contractors List are invited to submit bids on the items of work identified in the work write-up. The bid submitted by the contractor cannot exceed ten percent (10%) of the inspector's rehab construction cost estimate.
6. If a comparison of the contractor's price to the cost estimate indicates the contractor's price is more than 10% of the cost estimate, CDBG staff may negotiate with the contractor to bring the price within the 10% limit and the bid will be awarded to the lowest and most responsive bidder.
7. After approving the work write-up and the winning bid, the City's CDBG Program Office will schedule a date for the homeowner to sign the construction contract and Notice to Proceed. Homeowners will have (3) days to rescind the start of the work.
8. The Contractor shall obtain all necessary building permits.
9. Contract periods [based on actual contract amount] list the maximum time allowed for

the contractor to complete work within in 10 days of commencing the project.

10. Contractual days are Monday-Friday with holidays excluded from the contractual deadline. Contract time extensions may be granted upon approval from the City's CDBG Program Office.
11. Periodic construction inspections (either scheduled or not) of the rehab work, as necessary, are then carried out by the independently contracted, Minor Home Repair Program Inspector.
12. Payments are made to the contractor for satisfactory rehabilitation work completed.
 - a. Contractors are to identify in writing work they have completed.
 - b. Before any final payment is made to the contractor, manufacturers' warranties must be submitted, as well as a release of liens and affidavit final invoice and warranty from the general contractor for one year is required. Copies of the final permits shall be submitted to the inspector or Office by the contractor before final payment is made.
 - c. The City's CDBG Program Office shall have the final authority to make contract payments. If any disputes should arise between the contractor and the applicant, the City's CDBG Program Office will attempt to resolve the dispute. **If differences of opinion should remain after negotiations, the CDBG Program Office shall have the authority to resolve the dispute and make all appropriate payments.**

APPLICATION PROCEDURES

All participants in the Minor Home Repair Program will be required to complete an application. The application process enables the City's CDBG Program Office to determine the applicant's financial capabilities and the condition and location of his/her property. The Office can then determine eligibility and fit the appropriate financial assistance to the needs of each homeowner.

"In the event a Contractor Listed on the Active Contractor's list submits an application for Minor Home Repair Grant assistance at their personal residence upon approval of their application, the contractor will be removed from the Active Contractor's List for a period of 1-year commencing with the date of approval of application and ending upon completion of the warranty period."

DETERMINATION OF WORK

The independently contracted, Minor Home Repair Program Inspector will be responsible for developing the scope of work and cost estimate for each project. This responsibility includes a walk-through inspection to determine if the house is suitable for rehabilitation. The homeowner will be required to approve the work write-up. The City's CDBG Program Office will conduct the procurement process and obtain three bids for each project. After the procurement process has been completed, the inspector may conduct a pre-construction conference with the homeowner and the contractor to review the work specifications for the project.

Work write-ups will be of sufficient detail so that they will clearly identify quantities of materials and scope of work. The applicant shall agree with the write-up prior to solicitation of contractors.

A general floor plan, and more detailed plans, as needed, covering the specific rehabilitation work necessary for each property shall be prepared by the inspector to help detail the scope of work involved to avoid misunderstandings with the bidders.

Once rehabilitation work commences and additional or unnecessary work is identified by the contractor, a change order is required to document the new work or reduced scope of work. The inspector is responsible for producing the change order document and ensuring, through a cost estimate, that a reasonable cost is finalized (+10% rule for bidding). The changes order needs to reflect an accurate description of the change in work scope emphasizing quantities, quality, and time extensions needed. The homeowner and contractor must sign the change order.

Upgrade for Homeowners:

The CDBG Program Office will not provide compensation to contractors for additional work above and beyond the scope of work provided in the work write-up. Deviations from the work write-up are strictly prohibited.

CONTRACT NEGOTIATIONS

The City's CDBG Program Office will maintain a roster of eligible and approved contractors who are available to perform Minor Home Repair Grant services. **The owner cannot serve as his/her own contractor or choose the contractor for the project. Further, no contractor related to the homeowner shall be allowed to serve as a project contractor. Neither the homeowner, nor their relatives, shall be allowed to perform work for the contractor, either for pay or as sweat equity.**

Rehabilitation work financed through the CDBG Program shall be undertaken only through a written contract between the contractor and the homeowner, prepared by the City's CDBG Program Office.

PRE-CONSTRUCTION CONFERENCE (WHEN NECESSARY)

The conference shall be held prior to the commencement of any work under an executed contract to discuss the elements of the contract and to execute the contract. Participants in the pre-construction conference shall be the homeowner, the contractor, and the appropriate City CDBG staff. The meeting may be held preferable at the construction site or City CDBG Program Office.

FINANCIAL ADMINISTRATION

The City's CDBG Program Office will be responsible for all aspects of financial administration concerning grants and complete financial records on each application will be kept on file at the City's CDBG Program Office.

All requests for payment from contractors will be approved by the City's CDBG Program Office within 30-day of project completion. Payments to contractors will be issued only after the property owner certifies that the work for which payment is being requested has been satisfactorily completed and the general contractor has submitted a Final Affidavit and Release of Liens, unless a dispute arises and the City's CDBG Program Office approves payment

without the homeowner's satisfaction statement being signed.

Homeowner Requests/ "Side-Deals"

The Minor Home Repair Grant Program prohibits any "side-deals" made by the homeowner & contractor. Any "side-deals" between the owner and the contractor will **immediately** void the contract. Only approved work in the write-up shall be completed by the contractor.

Communication with Contractor

The Contractor is responsible for communicating with the homeowner for access into the home and should notify the homeowner if a scheduled visit is cancelled.

Disbursements

After inspections of the property by the Housing Inspector, the City's CDBG Program Office will transmit payment minus 10 percent retainage to the contractor. Upon final completion of rehabilitation project. Retainage payments will be processed within 30 days of project completion date.

Unsatisfactory Work

The Housing Inspector shall inspect the work and determine if it has been performed in accordance with the contract and in a quality workmanlike manner. If the work has not been completed properly, the contractor shall be advised to make the necessary corrections before receiving a final payment. If the contractor fails to make the necessary corrections prior to the expiration of the contract, the program office shall assist the applicant in obtaining another contractor to make the corrections. When corrections are made to the satisfaction of the City's CDBG Program and the owner, the City's CDBG Program Office will make necessary arrangements to pay the new contractor for the corrections. At this time, the contractor who failed to perform shall be paid the balance of the funds remaining in the contract, if any. This payment shall only be made after receipt of the Contractor's Affidavit. If the contractor does make the corrections, as requested, and the work is deemed satisfactory and in accord with the terms of the contract, the final payment shall be disbursed to the contractor. Disputes pertaining to the quality of work and satisfactory completion of work shall be resolved by the City's CDBG Program Office.

APPLICATION PROCEDURES AND DISCIPLINARY ACTION FOR CONTRACTORS

Only contractors determined to be eligible by the City's CDBG Program Office shall participate in the rehabilitation program. This section sets forth procedures for establishing contractor eligibility. The applicant **WILL NOT BE ALLOWED TO** select a general contractor of his or her choice.

CONTRACTOR APPLICATION

Any contractor interested in bidding on Minor Home Repair projects shall submit a completed contractor's application to the City's CDBG Program Office. Applications shall be available on a continuing basis. The application shall contain the following information:

- a. References from banks, savings and loan or other financial institutions with which the contractor has funds on deposit or from which the contractor has received a business loan.
- b. Georgia Contractor's License
- c. References from suppliers of materials from whom the contractor has purchased materials in connection with previous jobs.
- d. References of recent customers for whom the contractor has performed

- contract work.
- e. Insurance binders for current insurance including General Liability Insurance (\$1,000,000 for bodily injury and for property damage), Workman's Compensation (\$100,000 each accident, \$500,000 policy limit, \$100,000 each employee, Auto Liability (\$1,000,000 per occurrence) and Professional Services Insurance-Errors & Omissions (\$1,000,000).
 - f. Contractors and Subcontractors shall be required to be registered in System for Award Management (SAM) and provide proof of registration along with the vendor application.

CONTRACTOR'S STANDARDS

- 1) Bid Deadlines – Bid Deadlines will be strictly enforced. Bids not submitted by the bid deadline will not be considered for the project.
- 2) No Bids/Late Bids - If the contractor chooses not to bid on a project, the contractor is required to submit a written "No Bid" response to our office by the bid closing date. Late bids will not be accepted and will be counted as a "No-Bid".
- 3) Bid Procedures- The City's CDBG Program Office utilizes rotating-contractor bid process. As jobs become available, a minimum of three (3) contractors will be notified to submit bids.
- 4) Bid Submission Requirements- [Written Quotations] – The Minor Home Repair Program will accept both [email, fax submission, or hand delivered quotes] for projects up to \$10,000.
- 5) Change Orders - No change order work will be approved by the contractor without written approval by the **City's CDBG Program Office**. All line items must be 100% complete prior to any payments being approved.
- 6) Contract Deadlines/Extensions - The contractor is responsible for completing the job by the contract deadline. In the event that the contractor has not completed the job by the contract deadline, the contractor shall be charged liquated damages. The Contractor may request time extensions for unforeseen emergencies.
- 7) Punch List Items - All work requested pursuant to a Punch list or Change Order form will be completed within seven (7) calendar days of receipt from CDBG Program Office.
- 8) Contractor's Warranty Form & Requirements: The CDBG Program Office will require all contractors to submit a Contractor's Warranty Form along with the contractor's final invoice for payment which stipulates a warranty period of 1 year on work performed by the contractor. **The contractor will be required to obtain the homeowner's signature certifying all warranties have been provided.** Contractors who fail to honor the 1-year warranty period will be removed from the Active Contractors List.
- 9) Interim & Final Lien Waiver: The CDBG Program Office will require all contractors to submit an Interim and/or Final Lien Waiver along with each invoice for payment (if applicable).

- 10) Construction Debris: (The Homeowner is not allowed to keep any construction debris under any circumstances). The contractor is required to keep the premises clean and orderly during the course of the contract and remove all debris at the completion of the contract.

Completion Deadlines:

The Construction Contract will be completely filled out. Maximum time allowed for the contractor to complete work is:

Grants up to \$10,000 - 10 days;

- 11) Liquidated Damages Policy - It is agreed between the owner, the CDBG Program Office, and the contractor that damages due to unnecessary delay are possible, and that in the event the contractor does not complete the work required under this contract within the specified timeframe, the contractor shall be liable for liquidated damages based on the following scale:

\$10,000 or more Contractor shall be charged \$50 per day

Liquidated damages will be assessed for each calendar day of delay from the date stipulated in the contract.

- 8). Draw Schedules - After inspections of the property by the Housing Inspector, the City's CDBG Program Office will transmit payment minus 10 percent retainage to the contractor. Upon final completion of rehabilitation project. Retainage payments will be processed within 30 days of project completion date.

Upon receipt of applications, the City's CDBG Program Office shall qualify the contractor by verifying the information given on the application:

The City's CDBG Office shall attempt to:

- a. Ascertain the contractor's reputation and financial solvency by contacting lenders and other financial institutions, the Credit Bureau, suppliers, and subcontractors.
- b. Ascertain the contractor's work attitude, quality of work, responsiveness to complaints, and reliability by contacting previous customers.
- c. Conduct verification of contractors in the System for Award Management annually.
Upon the completion of vetting the contractor, a letter of approval or denial will be sent to the contractor regarding his/her status on the City of Dalton Minor Home Repair Grant Program's Active Contractor's List.

CONTRACTOR'S PLACEMENT ON AND REMOVAL OR SUSPENSION FROM THE CITY OF DALTON MINOR HOME REPAIR GRANT PROGRAM'S ACTIVE CONTRACTORS LIST

The following [non-inclusive actions] are available to the City of Dalton's CDBG Program

Office regarding a contractor's placement on and removal or suspension from the City of Dalton's Minor Home Repair Grant Program's Active Contractor's List:

- a. A contractor who cannot demonstrate on the Application that he or she has the experience, financial capacity, and resources to perform minor home repair work shall be denied placement on the City's Minor Home Repair Program's Active Contractor's List. At such a time as the contractor can demonstrate to the City's CDBG Program Office's satisfaction that he or she can meet the program requirement, the contractor may reapply to the program, provided at least six months have transpired since the date of the Program's denial.
- b. A contractor who repeatedly fails to submit bids after receipt of three (3) consecutive invitations to bid shall be suspended from the City's Minor Home Repair Program's Active Contractor's List until the contractor requests in writing to be reinstated with full bidding privileges. If the contractor fails to request reinstatement of bidding privileges within six (6) months after the date of the suspension notice, the contractor shall be removed from the City of Dalton Minor Home Repair Program's Active Contractor's List.
- c. A contractor removed from the City's Minor Home Repair Program's Active Contractor's List may reapply, provided:
 - 1) No funds are owed to the City's Minor Home Repair Program for warranty work the contractor failed to perform; and
 - 2) At least one (1) year has transpired since the date the contractor was removed from the City's Minor Home Repair Program Active Contractor's List.
- d. An application for the City's Minor Home Repair Program Active Contractor's List submitted in accordance with Paragraph (c) above will be processed and considered as a new application, and must demonstrate to the CDBG Program Office's satisfaction that the contractor has resolved the difficulties that led to his or her removal from the City's Minor Home Repair Program's Active Contractor's List.

In order for the City of Dalton to maximize its federal grant funds (vis-a-vie dollars spent, and homes repaired), the rules and regulations governing these funds and program must be strictly enforced. The following is a description of the various forms of disciplinary action to be taken against contractors as well as mandatory procedural steps that will permit the City of Dalton to achieve its program goals. These disciplinary actions are in addition to the measures outlined in the Construction Contract as well.

COURSES FOR DISCIPLINARY ACTION

Termination from Active Contractors List

Disciplinary actions resulting in removal from the City's Minor Home Repair Program's Active Contractor's List can be taken against any program related contractor for, but not limited to, the following reasons:

- a. The contractor's conviction of a crime in connection with contract work or in connection with payment or receipt of funds administered by the City's CDBG Program Office. If the contractor has been convicted of a felony or serious misdemeanor after the construction contract has been signed. Disciplinary action

- will be directed against the contractor and not against the Construction Company or corporation.
- b. The contractor has failed to continually follow the requirements and specifications as stated in the contract, work write-up, or as expressed by the City's CDBG Program Office.
 - c. Misuse of and damage to the homeowner's property, to include leaving any part of the home exposed to weather conditions.
 - d. Refusing to inform or knowingly misinforming the homeowner of his or her rights.
 - e. The contractor has been detected using illegal drugs or consuming alcoholic beverages while on the job.
 - f. The contractor has performed continuous poor-quality work, and/or failed to perform under the terms of the contract, as determined by the City's CDBG Program Office.
 - g. The contractor has failed to maintain required insurance, business license or state license (to include probation of state license).
 - h. The contractor has falsified Lien Waiver and Release forms and failed to pay subcontractors or material suppliers and a resulted in a lien being placed on the homeowner's home.
 - i. The contractor's withdrawal of a bid without justification.
 - j. Failure to respond in a timely manner to complaints from homeowners.
 - k. Insolvency, bankruptcy, or other conduct or conditions which has resulted in monetary loss to a homeowner or to the City's CDBG Program Office in connection with the contract work.
 - l. Abandonment of a job, or repeated failure to complete contract work within the specified contract time.
 - m. Contractor has failed to honor 12-month warranty for labor as required by the City's CDBG Program Office.
 - o. Contractor has failed to secure the homeowner's property during the rehabilitation phase of the project.
 - p. Contractor exhibiting inappropriate behavior towards the homeowner's or City's CDBG Staff.
 - q. Any other reason not specified above deemed appropriate by the City's CDBG Program Office.

INFORMAL HEARING PROCEDURES FOR MINOR HOME REPAIR CONTRACTORS

Upon discovery of a violation of the rules and regulations, the City's CDBG Program Office shall notify the contractor in writing or in person (including direct telephone conversation) of the violation and a specific time given for its correction as well as an acceptable method of correction. The length of time permitted for correction will vary depending on the violation.

If the violation is not corrected, the Housing Inspector will issue a Work Stop Order. This Order will be given to the contractor. The Order will state the reason for issuance as well as the date for a hearing before the City's CDBG Program Office. An informal hearing should take place no later than two (2) days following issuance of the Work Stop Order.

Contractors responding to the notice will be afforded an informal hearing in accordance with the following procedures:

- 1) The contractor will be notified in writing of the date, time, and place of the hearing and of the manner in which the hearing will be conducted.
- 2) The hearing will be conducted and regulated by the City's CDBG Program Office or an appointed designee.
- 3) At the hearing, the City's CDBG Program Office will state the nature of its action against the contractor, outline the reason for its action, and present the facts of the matter in support of its decision.
- 4) The contractor will be given the opportunity to present written and oral objections to the Office's decision.
- 5) After the hearing the City's CDBG Program Office will issue a written decision, stating briefly the reasons for the decision, within ten (10) working days from the date of the conclusion of the hearing unless the contractor and the City's CDBG Program Office has agreed to an extension.
- 6) The decision of the Hearing Officer shall be final.

The final courses of actions that can be taken, include:

- a) An order can be issued to the contractor to resume work without prejudice,
- b) An order can be issued to the contractor to complete the project as well as all other bid projects, then institute a termination or temporary suspension,
- c) The contractor will be paid only for those items which have been 100% completed.
- d) Order a termination or temporary suspension. Debarment shall consist of permanent exclusion of the individual from any projects undertaken by the CDBG Program Office. HUD will be informed of this exclusion order. This debarment can be instituted only against an individual denied readmission after a temporary suspension.

The decision by the City will be rendered no later than one (1) work day following the hearing.

The CDBG Program Office is not required to provide the contractor with the opportunity for an informal hearing under the following circumstances:

- a. To review discretionary determinations by the City's CDBG Program Office relating to matters other than placement on or removal or suspension from the City's Minor Home Repair Program's Active Contractor's List.
- b. To consider general policies, procedures, or class grievances; and
- c. To review a decision by the owner or the City's CDBG Program Office in its capacity as agent for the owner to exercise any remedy against the Contractor under an outstanding rehabilitation construction contract, including the termination of said contract.

Upon completion of the termination or suspension, the City's CDBG Program Office will hold a hearing to determine if the contractor can be permitted to return to the program. To determine his eligibility to return, City's CDBG Program Office will conduct a complete credit check on the individual contractor. In addition, his workmanship on previous projects under CDBG will be evaluated. Based on these findings either the contractor will be reinstated or a hearing set for debarment.

MINIMUM PROPERTY STANDARDS (MPS)

Georgia State Building Codes ensure that housing quality standards are met and a housing unit is decent, safe, and sanitary. In addition, property standards provide a level of inspection for

judging the actual physical condition of a property and assist in determining a rehabilitated property's scope of work.

The City of Dalton ensure any work preformed through the City's Minor Home Repair Program will comply with the following (if necessary):

- 2019 International Residential Code
- 2019 International Property Maintenance Code

**All codes to include Georgia Amendments 2019.*

The City's CDBG Minor Home Repair Grant Program will comply with the following annual income limits, as published by HUD annually.

**CDBG MAXIMUM HOUSEHOLD INCOME LIMITS
[THE CITY OF DALTON, GEORGIA]**

| MAXIMUM HOUSEHOLD INCOME LIMITS (THE CITY OF DALTON, GEORGIA) FY2019 Income Limits Effective: June 28, 2019 | | | |
|---|-------------------|---------------------|----------------|
| Family/Household Size | Extremely Low 30% | Very Low Income 50% | Low Income 80% |
| 1 | \$11,450 | \$19,050 | \$30,450 |
| 2 | \$13,050 | \$21,800 | \$34,800 |
| 3 | \$14,700 | \$24,500 | \$39,150 |
| 4 | \$16,300 | \$27,200 | \$43,500 |
| 5 | \$17,650 | \$29,400 | \$47,000 |
| 6 | \$18,950 | \$31,600 | \$50,500 |
| 7 | \$20,250 | \$33,750 | \$53,950 |
| 8 | \$42,380 | \$35,950 | \$57,450 |

** Source: U.S. Department of Housing & Urban Development (HUD)*

<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

STANDARD SPECIFICATIONS FOR CDBG REHABILITATION PROGRAMS

SECTION I: GENERAL CONDITIONS

SCOPE of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the rehabilitation of the property identified in the Work Write-Up.

THE WORK WRITE-UP shall take precedence over the Standard Specifications and when in conflict, the material, equipment, workmanship, etc., called for in the Work Write-Up will be required.

THE CONTRACTOR is responsible for all permits and applicable fees. The contractor shall provide and maintain for the duration of the work, temporary toilet facilities for the use of workers. The contractor shall be responsible for the acts and omissions of his/her employees and sub-contractors and shall employ only qualified persons, skilled in the job which is assigned to them.

SUBCONTRACTORS shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the general contractor from the full responsibility to the owner for the proper completion of all work to be performed under this agreement. The general contractor shall not be released from his/her responsibility by a sub contractual agreement he may make with others nor shall anything contained in the contract documents create any contractual relation between any subcontractor and the owner.

THE OWNER shall provide utilities, as necessary, for the duration of the job, at no cost to the contractor.

THE DRAWINGS of floor plans are for diagram and illustrations only and are not to scale nor do they show all of the work required, exact dimensions or construction details.

CHANGES in work, including substitutions of material and changes in the scope of workmanship will not be made unless it is found to be necessary or desirable. Any changes proposed by either the contractor or the owner shall be in writing, stating the cost change, and agreed to by the contractor, the owner and the City's CDBG Program Office before any change in work is started.

MATERIALS shall be new, in good condition and of the grade required by the Work Write-Up or specifications unless otherwise agreed. Materials damaged in shipment or prior to owners' acceptance shall be replaced at the contractor's expense. The Contractor must furnish all material, cartage, equipment, etc., at his expense, which may be necessary to the satisfactory execution of the contract. The materials used and installed must be new and of the best quality, as specified. These performance standards are not intended to exclude any products or material of equal or greater merit than those specified herein. Trade names used herein are for the purpose of establishing the quality desired. The exact material used on a specific property may be described in the Work Write-Up in which case such notation would override these Standards Specifications.

WORKMANSHIP shall be done in accordance with the trades' standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship."

REPAIRS shall be made to all surfaces damaged by the contractor resulting from his/her work

under this contract at no additional cost to the owner. Where "repair" of an existing item is called for in the Work Write-Up, the item or feature (wall, floor, door, etc.,) is to be placed in "Equal to New Condition" either by patching or replacing. (Taking into consideration the fact that existing structures cannot be "Restored as New," and that some lines and surfaces cannot be level, plumb, true and without slight irregularities). All damaged, decayed, missing, or rotted parts shall be replaced, and loose parts shall be secured or replaced so that the finished work shall match the adjacent work in the design and dimension. Such patching or replacement shall be made to blend with existing work so that the patch or replacement is inconspicuous.

PERMITS AND CODES - All work performed shall be done in accordance with applicable, local, state and or national codes and be subjected to the approval of The City of Dalton and all other local inspection departments. The Contractor will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work.

INSPECTION of the rehabilitation work shall be done by authorized inspectors of the authority having jurisdiction and shall be scheduled by the contractor during normal working hours. When permits are issued, the rehab inspector AND the proper inspector MUST BE CONTACTED before the inspection. All work performed shall be subject to the inspectors' approval and acceptance. Request for inspections should be called in to the inspector and to the CDBG Program Office 24 hours in advance. Small jobs shall require only a final inspection. All large job shall have a series of inspections, one at 30% completion, one at 60%, and one at 90%, and a final inspection. Whenever the contractor is installing a new roof, an inspection shall be made when the old roofing is removed, new 30# felt is installed and the flashing and drip cap are in place.

LABOR QUALITY - All labor furnished by contractors or subcontractors must be performed by trained, skilled, competent craftsmen, licensed when required. The Agency reserves the right to have personnel who are not performing their services in an acceptable manner removed from the job site. Labor performed by the owner or owners immediately family is not allowed under this contract/program. All work performed will be subject to inspection and approval by the Agency prior to the final disbursement of funds.

BIDS OR PROPOSALS will be submitted at the bidder's risk and the owner reserves the right to reject any or all bids or proposals. The bids/proposals will be reviewed by the City's CDBG Program Office and a recommendation will be made to either accept or reject the bid after such review. Bids must be submitted on the form provided by the City's CDBG Program Office and should include all information requested in order to be considered a responsive bid. The contractor should not assume that just because he is the lowest bid, that he will be awarded that bid/contract.

CLEAN UP and removal of all debris and materials resulting from his/her work shall be the responsibility of the contractor who will, upon completion of his/her work, leave the premises in broom clean condition.

WHEN ADJACENT PROPERTY is affected by any work done under the contract, it shall be the contractor's responsibility to take whatever safeguards or precautions necessary for the protection to the adjacent property and to notify the owner thereof of such actions. The contractor shall protect all work adjacent to the contract site from any damage resulting from the

work and shall repair or replace any damaged work at his own expense.

- The contractor shall replace and put in good condition pavements, utilities, trees, fencing and other existing conditions damaged in carrying out the contract.
- The contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience. The contractor shall leave an unobstructed passage for pedestrians and vehicles and for access to fire hydrants.
- The contractor agrees to keep the home clean and orderly during the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor unless otherwise stated and shall be removed immediately.
- The contractor will assume full responsibility for protection and security of products stored on the premises.

SECTION II: WORK SPECIFICATIONS

A. ROOFING AND SHEET METAL

- Repairing the roof shall include the replacement of decayed or missing components including decking, rafters, studs, ridge board, flashing, etc., and meet the requirements of all building codes currently enforced.
- Replacement of existing roof shall include the removal of all old roofing material, including felt, the repair, and if necessary, replacement of any roofing components, securely nailing the roof decking, installation of felt, flashing and roofing shingles.
- Asphalt shingles shall be installed in accordance with the manufacturer's installation instructions and shall have a minimum 25-year written warranty.
- Built up roofing when called for in the Work Write-Up shall be installed in exact accordance with the manufacturer's installation instructions and shall have a minimum 10-year warranty.
- Raised metal seams shall be flattened prior to installation of any new roofing.
- Where 're-coating' of existing roof is called for in the Work Write-Up, all flashing shall be made water tight, bubbles shall be cut out and repaired, and at least one coat of tar and 1 ply of 30# felt added. Plys which are cut to remove bubbles shall be replaced and a coat of tar applied between each ply.
- Roof Sheathing: Repairing of roof includes replacing deteriorated, inadequate and missing components of the roof structure including roof decking, rafters, gable studs, collar beams, ridge boards or any other inadequate members.
- If new sheathing is required, it shall be 1/2" plywood or 3/8 plywood with clips, with exterior glue, provided the rafters are no more than 24" O.C., or 3/4" boards to match existing sheathing. All sheathing shall be securely nailed, even, sound and thoroughly clean and dry. Rafters shall be properly braced before roofing is applied.

B. FLASHING

Upon installation of roofing shingles, all flashing shall be replaced; including chimneys, valleys, eaves drips and any other critical areas. Where the roof plane meets, vertical walls step flashing shall be

required.

Flashing or counter flashing material shall be a minimum of 26 gauge galvanized or 28-gauge aluminum.

All vents and stacks projecting through roof shall have approved flashing and/or boots.

C. GUTTERS AND DOWNSPOUTS

Gutters and downspouts shall be no less than 26 gauge galvanized or aluminum. Gutters shall be 5" Ogee unless otherwise stated. The pitch shall be not less than 1/16" per foot. The downspouts shall be 3" and extend to within 4" of the finish grades, and securely fastened. Gutters shall be attached with hangars (not nails). The hangars can be roof mounted, fascia mounted, two-piece hangar type mounted to the roof decking, strap-hangar mounted to the roof decking. Gutters shall be joined with pop-rivets and finished with a proper gutter sealant. Gutters over forty feet in length shall have an expansion joint installed. The splash-block shall be concrete or plastic. Minimum size 12" X 24".



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7-15-19

Agenda Item: CDBG Sub Agreements

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$208,145

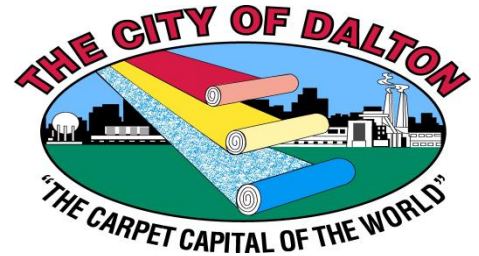
Funding Source if Not in Budget 2019 - 2020 CDBG Funding Award

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

The CDBG Program Sub-recipient agreements with Northwest Georgia Family Crisis Center, Friendship House, Latin America Association and Dalton Housing Authority

City of Dalton
CDBG Program Office

300 West Waugh Street
Dalton, Ga. 30720
(706)529-2461 fax (706)277-4640
cdbg@cityofdalton-ga.gov



FY2019 [July 1, 2019-June 30, 2020]

CITY OF DALTON

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Friendship House, Inc.

HUD GRANT NO: B-19-MC-13-0011

CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1st day of July 2019 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **Friendship House, Inc.**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2019 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$22,527.00 from Fiscal Year 2019 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

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

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2020.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

| | |
|---|-----------|
| Agreement Effective Date | 7/1/2019 |
| Deadline for Expenditure of Funds | 6/30/2020 |
| Agreement Termination Date | 6/30/2020 |
| Deadline for Receipt of Final Reimbursement Request | 7/15/2020 |

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

[B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).]

Item 4. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

Item 5. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Section 18 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

Item 6. "Force Account" Work

The Subrecipient (limited to City projects only) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the City using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the City.

Item 7. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the City on services carried out for all persons served and on

CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the City [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The City shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

Item 8. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the City of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 9. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the City, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 10. Funding

The City agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Item 11. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the City to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the City's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the City provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.

Item 12. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. **The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations.** The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 13. Technical Assistance

The City agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Subrecipient.

Item 14. Review Authority

The City shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the City to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 15. Agreement Suspension and Termination

In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the City.

Item 16. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing to the City of Dalton CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the City of Dalton Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 17. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2020.

Item 18. Program Income

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the City within seven calendar days following the end of the month in which the program income is generated. Such payment to the City must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the City has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the City within 30 calendar days of the official date of the close-out or change in status. The City agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

Item 19. Repayments

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the City of Dalton by the Subrecipient within 30 days of notification by the CDBG Program Office. If the City of Dalton is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
 - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
 - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
 - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

The above procedures will provide the City's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to the City of Dalton.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and City of Dalton stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send two (2) copies of its Single Audit Report or independent auditor's report to the City of Dalton CDBG Program Office as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the City of Dalton CDBG Program Office later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The City reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by the City of Dalton's independent auditor as a part of their review of the Subrecipient's audit.

Item 21. Compliance with all CDBG Regulations at 24 CFR 570

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 - as applicable], 2 CFR Part 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the City of Dalton CDBG Program Office, upon request.

Item 22. Use of CDBG funds by Faith Based Organizations

- A. ELIGIBLE & INELIGIBLE USES:

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 23. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and

mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Item 24. Performance

- A. *The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the City; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.*

Item 25. Recognition of the City of Dalton Mayor and Council, and the CDBG Program Office

- A. The Subrecipient shall ensure that the City of Dalton CDBG Program Office, the City of Dalton Mayor and Council, City Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the City of Dalton, City Manager, and HUD have provided.
 2. Provide the CDBG Program Office, Mayor and Council, and City Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., City of Dalton Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
 3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, Mayor and Council, City Manager, and HUD in the funding assistance provided to the Subrecipient.

4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, Mayor and Council, City Manager, and HUD require.

Item 26. Reimbursement Process

The City of Dalton utilizes a “reimbursement process” for all Subrecipients participating in the CDBG Program. All Program funds will be paid by City of Dalton to Subrecipients upon submission of acceptable payment documentation to the City of Dalton CDBG Program Office by the Subrecipient in a timeframe required by the City of Dalton CDBG Program Office. Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all Subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

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

FOR THE SUBRECIPIENT:
Friendship House, Inc.

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

FOR CITY OF DALTON:

By _____
(Signature) Mayor

By Dennis Mock, Mayor
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature) City Clerk

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

(Signature Date)

ATTEST:

By _____
(Signature)

By Cindy Jackson
(City of Dalton CFO)

(Signature Date)

Date Approved by Subrecipient Governing Body
[Attach board minutes]
[See Also Attached Exhibit(s)]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the City as such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the City;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the City of Dalton's 2019-2024 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (o);
- 4. Notifying the employee in the statement required by paragraph (o) that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted;
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: 311 North Thornton Avenue, Dalton, GA 30720

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS
INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the City awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the City changes during the performance of the grant, the Subrecipient shall inform the City of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant

and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: Friendship House, Inc.
Activity Name: **Operation Costs for Student Tuition**

STATEMENT OF WORK

The total FY 2019 CDBG budget for this activity shall not exceed **\$22,527.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2019. The activity shall be completed by June 30, 2020. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

The Subrecipient shall use CDBG funds to pay a portion of the salaries of case management provided to assist at risk and homeless families.

GENERAL REQUIREMENTS:

Performance Measurement Outputs for Low/Mod Persons Served over the next Five Years: [except Project Service Area (PSA) Projects]

1st Year – 2020:

2nd year – 2021:

3rd year – 2022:

4th year – 2022:

5th year – 2023:

Requests for any reimbursement of the City of Dalton CDBG funded Program shall be submitted to the City of Dalton CDBG Program Office, with copies of procurement documentation, invoices from vendors, copies of check(s) issued by the Subrecipient to pay such expenses, and a copy bank statement showing the check(s) clearing bank account.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Monthly Services Reports [see the form which follows] shall be filed with the City of Dalton CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 2
MONTHLY REPORTS

| | |
|--|---------------------------------|
| CDBG PROGRAM OFFICE | |
| MONTHLY SERVICES REPORT | |
| [SUBMIT BY 15TH CALENDAR DAY FOR EACH PRIOR MONTH] | |
| Month/Year of this Report: | |
| Agency Name: | |
| Activity Name : | HUD IDIS Number: |
| Name of Person Submitting Report: : | Activity Number: |
| Date Submitted: | Telephone Number: |
| New Persons Served This Month | |
| <i>Note: All persons served are to be reported only during the 1st month they are served during the July –June Fiscal Year, and not reported again during that Fiscal Year.</i> | |
| 1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income | Number of Persons Served |
| A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income] | |
| B. New persons served [Very Low Income - 31%-50% Median Family/Household Income] | |
| C. New persons served [Low Income - 51%-80% Median Family/Household Income] | |
| D. New persons served [Over 80% Median Family/Household Income] | |
| E. Total New persons served | |

| | | | |
|--|---------------------------|-----------------------------------|--------------|
| 2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity | | | |
| Race by Gender | Male | Female | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| Race by Ethnicity | Hispanic or Latino | Nom-Hispanic or Non-Latino | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| 3. Number of New Female-Headed Households Served This Month-----→ | | | |
| 4. Presumed Benefit Groups Served – Use <u>Only</u> the Category Used to Qualify Your Activity for CDBG funding | | | |
| A. Elderly – Age 62 and Older – Number of <u>New</u> Persons Served | | | |
| B. Adults With Disabilities – Number of <u>New</u> Persons Served | | | |
| C. Homeless Persons – Number of <u>New</u> Persons Served | | | |
| D. Abused Spouses – Number of <u>New</u> Persons Served | | | |
| E. Abused/Neglected Children – Number of <u>New</u> Persons Served | | | |

Submit to: City of Dalton CDBG Office
 300 West Waugh Street
 Dalton, Ga. 30720 (706)529-2460 fax: (706)277-4640

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]

FY2019 Income Limits

***Effective June 28, 2019**

| Family/Household Size | Extremely Low 30% | Very Low Income 50% | Low Income 80% |
|-----------------------|--|--|--|
| 1 | \$11,540 | \$19,050 | \$30,450 |
| 2 | \$13,050 | \$21,800 | \$34,800 |
| 3 | \$14,700 | \$24,500 | \$39,150 |
| 4 | \$16,300 | \$27,200 | \$43,500 |
| 5 | \$17,650 | \$29,400 | \$47,000 |
| 6 | \$18,950 | \$31,600 | \$50,500 |
| 7 | \$20,250 | \$33,750 | \$53,950 |
| 8 | \$21,550 | \$35,950 | \$57,450 |
| 9+ | Calculate on www.huduser.org | Calculate on www.huduser.org | Calculate on www.huduser.org |

*Source: U.S. Department of Housing & Urban Development [HUD]

Medium Income: \$52,700.00

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

Moderate Income = 50% - 80% of Median Household Income

*MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

If paper copy is desired please contact CDBG program office at 706-529-2461 or cdbg@cityofdalton-ga.gov

24 CFR Part 570:

Policies and Procedures applicable to programs under Title 1 of the Housing and Community Development Act of 1974 as amended.

<https://www.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>

24 CFR Part 85 –States:

Administrative Requirements for grants and Cooperative Agreements to State, Local, and federally recognized Indian Tribal Governments.

<https://www.hudexchange.info/resource/3745/24-cfr-part-85-administrative-requirements-for-grants-and-cooperative-agreements/>

24 CFR Part 84-NonProfits

Uniform Administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

2 CFR Part 200

Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance

<https://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf>

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

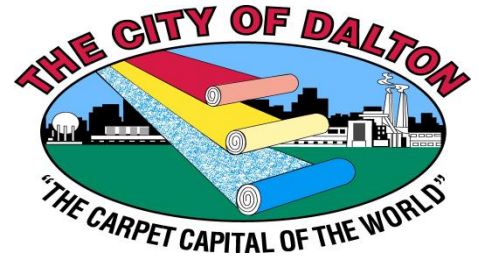
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Other information and regulations can be found at:

<https://www.hudexchange.info/>

City of Dalton
CDBG Program Office

300 West Waugh Street
Dalton, Ga. 30720
(706)529-2461 fax (706)277-4640
cdbg@cityofdalton-ga.gov



FY2019 [July 1, 2019-June 30, 2020]

CITY OF DALTON

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Latin American Association

HUD GRANT NO: B-19-MC-13-0011

CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1st day of July 2019 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and Latin American Association, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2019 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$24,000.00 from Fiscal Year 2019 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

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

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2020.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

| | |
|---|-----------|
| Agreement Effective Date | 7/1/2019 |
| Deadline for Expenditure of Funds | 6/30/2020 |
| Agreement Termination Date | 6/30/2020 |
| Deadline for Receipt of Final Reimbursement Request | 7/15/2020 |

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

[B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).]

Item 4. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

Item 5. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Section 18 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

Item 6. "Force Account" Work

The Subrecipient (limited to City projects only) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the City using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the City.

Item 7. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the City on services carried out for all persons served and on

CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the City [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The City shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

Item 8. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the City of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 9. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the City, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 10. Funding

The City agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Item 11. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the City to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the City's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the City provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.

Item 12. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. **The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations.** The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 13. Technical Assistance

The City agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Subrecipient.

Item 14. Review Authority

The City shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the City to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 15. Agreement Suspension and Termination

In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the City.

Item 16. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing to the City of Dalton CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the City of Dalton Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 17. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2020.

Item 18. Program Income

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the City within seven calendar days following the end of the month in which the program income is generated. Such payment to the City must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the City has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the City within 30 calendar days of the official date of the close-out or change in status. The City agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

Item 19. Repayments

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the City of Dalton by the Subrecipient within 30 days of notification by the CDBG Program Office. If the City of Dalton is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
 - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
 - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
 - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

The above procedures will provide the City's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to the City of Dalton.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and City of Dalton stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send two (2) copies of its Single Audit Report or independent auditor's report to the City of Dalton CDBG Program Office as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the City of Dalton CDBG Program Office later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The City reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by the City of Dalton's independent auditor as a part of their review of the Subrecipient's audit.

Item 21. Compliance with all CDBG Regulations at 24 CFR 570

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 - as applicable], 2 CFR Part 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the City of Dalton CDBG Program Office, upon request.

Item 22. Use of CDBG funds by Faith Based Organizations

- A. ELIGIBLE & INELIGIBLE USES:

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 23. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and

mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Item 24. Performance

- A. *The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the City; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.*

Item 25. Recognition of the City of Dalton Mayor and Council, and the CDBG Program Office

- A. The Subrecipient shall ensure that the City of Dalton CDBG Program Office, the City of Dalton Mayor and Council, City Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the City of Dalton, City Manager, and HUD have provided.
 2. Provide the CDBG Program Office, Mayor and Council, and City Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., City of Dalton Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
 3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, Mayor and Council, City Manager, and HUD in the funding assistance provided to the Subrecipient.

4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, Mayor and Council, City Manager, and HUD require.

Item 26. Reimbursement Process

The City of Dalton utilizes a “reimbursement process” for all Subrecipients participating in the CDBG Program. All Program funds will be paid by City of Dalton to Subrecipients upon submission of acceptable payment documentation to the City of Dalton CDBG Program Office by the Subrecipient in a timeframe required by the City of Dalton CDBG Program Office. Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all Subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

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

FOR THE SUBRECIPIENT:
Latin American Association

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

FOR CITY OF DALTON:

By _____
(Signature) Mayor

By Dennis Mock, Mayor
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature) City Clerk

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

(Signature Date)

ATTEST:

By _____
(Signature)

By Cindy Jackson
(City of Dalton CFO)

(Signature Date)

Date Approved by Subrecipient Governing Body
[Attach board minutes]
[See Also Attached Exhibit(s)]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, (“the Act”) and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the City as such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the City;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient’s use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the City of Dalton’s 2019-2024 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (o);
- 4. Notifying the employee in the statement required by paragraph (o) that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted;
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: 311 North Thornton Avenue, Dalton, GA 30720

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS
INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the City awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the City changes during the performance of the grant, the Subrecipient shall inform the City of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant

and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: Latin American Association
Activity Name: **Operation Costs for Homeless/At-Risk Homeless Latino Households**

STATEMENT OF WORK

The total FY 2019 CDBG budget for this activity shall not exceed **\$24,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2019. The activity shall be completed by June 30, 2020. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

The Subrecipient shall use CDBG funds to pay a portion of the salaries of case management provided to assist at risk and homeless families.

GENERAL REQUIREMENTS:

Performance Measurement Outputs for Low/Mod Persons Served over the next Five Years: [except Project Service Area (PSA) Projects]

1st Year – 2020:

2nd year – 2021:

3rd year – 2022:

4th year – 2022:

5th year – 2023:

Requests for any reimbursement of the City of Dalton CDBG funded Program shall be submitted to the City of Dalton CDBG Program Office, with copies of procurement documentation, invoices from vendors, copies of check(s) issued by the Subrecipient to pay such expenses, and a copy bank statement showing the check(s) clearing bank account.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Monthly Services Reports [see the form which follows] shall be filed with the City of Dalton CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 2
MONTHLY REPORTS

| | | | |
|--|---------------------------|-----------------------------------|---------------------------------|
| CDBG PROGRAM OFFICE | | | |
| MONTHLY SERVICES REPORT | | | |
| [SUBMIT BY 15TH CALENDAR DAY FOR EACH PRIOR MONTH] | | | |
| Month/Year of this Report: | | | |
| Agency Name: | | | |
| Activity Name: : | | HUD IDIS Number: | |
| Name of Person Submitting Report: : | | Activity Number: | |
| Date Submitted: | | Telephone Number: | |
| New Persons Served This Month | | | |
| Note: All persons served are to be reported only during the 1st month they are served during the July –June Fiscal Year, and not reported again during that Fiscal Year. | | | |
| 1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income | | | Number of Persons Served |
| A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income] | | | |
| B. New persons served [Very Low Income - 31%-50% Median Family/Household Income] | | | |
| C. New persons served [Low Income - 51%-80% Median Family/Household Income] | | | |
| D. New persons served [Over 80% Median Family/Household Income] | | | |
| E. Total New persons served | | | |
| 2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity | | | |
| Race by Gender | Male | Female | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| Race by Ethnicity | Hispanic or Latino | Nom-Hispanic or Non-Latino | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| 3. Number of New Female-Headed Households Served This Month-----→ | | | |
| 4. Presumed Benefit Groups Served – Use <u>Only</u> the Category Used to Qualify Your Activity for CDBG funding | | | |
| A. Elderly – Age 62 and Older – Number of <u>New</u> Persons Served | | | |
| B. Adults With Disabilities – Number of <u>New</u> Persons Served | | | |
| C. Homeless Persons – Number of <u>New</u> Persons Served | | | |
| D. Abused Spouses – Number of <u>New</u> Persons Served | | | |
| E. Abused/Neglected Children – Number of <u>New</u> Persons Served | | | |

Submit to: City of Dalton CDBG Office
 300 West Waugh Street
 Dalton, Ga. 30720 (706)529-2460 fax: (706)277-4640

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]

FY2019 Income Limits

***Effective June 28, 2019**

| Family/Household Size | Extremely Low 30% | Very Low Income 50% | Low Income 80% |
|-----------------------|--|--|--|
| 1 | \$11,540 | \$19,050 | \$30,450 |
| 2 | \$13,050 | \$21,800 | \$34,800 |
| 3 | \$14,700 | \$24,500 | \$39,150 |
| 4 | \$16,300 | \$27,200 | \$43,500 |
| 5 | \$17,650 | \$29,400 | \$47,000 |
| 6 | \$18,950 | \$31,600 | \$50,500 |
| 7 | \$20,250 | \$33,750 | \$53,950 |
| 8 | \$21,550 | \$35,950 | \$57,450 |
| 9+ | Calculate on www.huduser.org | Calculate on www.huduser.org | Calculate on www.huduser.org |

*Source: U.S. Department of Housing & Urban Development [HUD]

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

Moderate Income = 50% - 80% of Median Household Income

*MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

If paper copy is desired please contact CDBG program office at 706-529-2461 or cdbg@cityofdalton-ga.gov

24 CFR Part 570:

Policies and Procedures applicable to programs under Title 1 of the Housing and Community Development Act of 1974 as amended.

<https://www.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>

24 CFR Part 85 –States:

Administrative Requirements for grants and Cooperative Agreements to State, Local, and federally recognized Indian Tribal Governments.

<https://www.hudexchange.info/resource/3745/24-cfr-part-85-administrative-requirements-for-grants-and-cooperative-agreements/>

24 CFR Part 84-NonProfits

Uniform Administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

2 CFR Part 200

Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance

<https://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf>

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

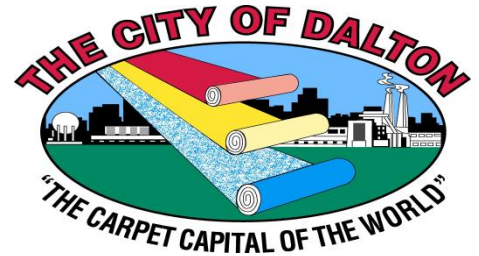
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Other information and regulations can be found at:

<https://www.hudexchange.info/>

City of Dalton
CDBG Program Office

300 West Waugh Street
Dalton, Ga. 30720
(706)529-2461 fax (706)277-4640
cdbg@cityofdalton-ga.gov



FY2019 [July 1, 2019-June 30, 2020]

CITY OF DALTON

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Housing Authority of City of Dalton (HACD)

HUD GRANT NO: B-19-MC-13-0011

CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1st day of July 2019 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **HACD**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year[FY] 2019 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$146,618 from Fiscal Year 2019 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

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

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2020.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

| | |
|---|-----------|
| Agreement Effective Date | 7/1/2019 |
| Deadline for Expenditure of Funds | 6/30/2020 |
| Agreement Termination Date | 6/30/2020 |
| Deadline for Receipt of Final Reimbursement Request | 7/15/2020 |

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

[B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).]

Item 4. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

Item 5. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Section 18 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

Item 6. "Force Account" Work

The Subrecipient (limited to City projects only) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the City using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the City.

Item 7. Record Keeping/Reporting**A. Financial Record Keeping**

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the City on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the City [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The City shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

Item 8. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the City of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 9. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the City, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 10. Funding

The City agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the

Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Item 11. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the City to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the City's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the City provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.

Item 12. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. **The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations.** The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 13. Technical Assistance

The City agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided

as requested by the Subrecipient, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Subrecipient.

Item 14. Review Authority

The City shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the City to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 15. Agreement Suspension and Termination

In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the City.

Item 16. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing to the City of Dalton CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the City of Dalton Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 17. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2020.

Item 18. Program Income

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the City within seven calendar days following the end of the month in which the program income is generated. Such payment to the City must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the City has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the City within 30 calendar days of the official date of the close-out or change in status. The City agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

Item 19. Repayments

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the City of Dalton by the Subrecipient within 30 days of notification by the CDBG Program Office. If the City of Dalton is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
 - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
 - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
 - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of

the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

The above procedures will provide the City's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to the City of Dalton.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and City of Dalton stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send two (2) copies of its Single Audit Report or independent auditor's report to the City of Dalton CDBG Program Office as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the City of Dalton CDBG Program Office later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The City reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by the City of Dalton's independent auditor as a part of their review of the Subrecipient's audit.

Item 21. Compliance with all CDBG Regulations at 24 CFR 570

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 - as applicable], 2 CFR Part 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the City of Dalton CDBG Program Office, upon request.

Item 22. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 23. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then

existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Item 24. Performance

- A. *The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the City; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.*

Item 25. Recognition of the City of Dalton Mayor and Council, and the CDBG Program Office

- A. The Subrecipient shall ensure that the City of Dalton CDBG Program Office, the City of Dalton Mayor and Council, City Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the City of Dalton, City Manager, and HUD have provided.
 2. Provide the CDBG Program Office, Mayor and Council, and City Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., City of Dalton Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
 3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, Mayor and Council, City Manager, and HUD in the funding assistance provided to the Subrecipient.

4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, Mayor and Council, City Manager, and HUD require.

Item 26. Reimbursement Process

The City of Dalton utilizes a “reimbursement process” for all Subrecipients participating in the CDBG Program. All Program funds will be paid by City of Dalton to Subrecipients upon submission of acceptable payment documentation to the City of Dalton CDBG Program Office by the Subrecipient in a timeframe required by the City of Dalton CDBG Program Office. Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all Subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

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

FOR THE SUBRECIPIENT:
Housing Authority of the City of Dalton

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

FOR CITY OF DALTON:

By _____
(Signature) Mayor

By Dennis Mock, Mayor
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature) City Clerk

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

(Signature Date)

ATTEST:

By _____
(Signature)

By Kimberly Roberts
(City of Dalton CDBG Program Manager)

(Signature Date)

Date Approved by Subrecipient Governing Body
[Attach board minutes]
[See Also Attached Exhibit(s)]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the City as such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the City;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the City of Dalton's 2019-2024 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (o);
- 4. Notifying the employee in the statement required by paragraph (o) that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted;
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: 136 Nickie Drive, Dalton, GA 30720 CONFIDENTIAL ADDRESS

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS
INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the City awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the City changes during the performance of the grant, the Subrecipient shall inform the City of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant

and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: Housing Authority of the City of Dalton
Activity Name: **Rehabilitation – 64 units for HVAC upgrades**

STATEMENT OF WORK

The total FY 2019 CDBG budget for this activity shall not exceed **\$146,618.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2020. The activity shall be completed by June 30, 2020. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

The Subrecipient shall use CDBG funds to pay a portion of the rehabilitation costs for replacing 64 units for HVAC upgrades.

GENERAL REQUIREMENTS:

Performance Measurement Outputs for Low/Mod Persons Served over the next Five Years: [except Project Service Area (PSA) Projects]

1st Year – 2019:

2nd year – 2020:

3rd year – 2021:

4th year – 2022:

5th year – 2023:

Requests for any reimbursement of the City of Dalton CDBG funded Program shall be submitted to the City of Dalton CDBG Program Office, with copies of procurement documentation, invoices from vendors, copies of check(s) issued by the Subrecipient to pay such expenses, and a copy bank statement showing the check(s) clearing bank account.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Monthly Services Reports [see the form which follows] shall be filed with the City of Dalton CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 2
MONTHLY REPORTS

| | |
|--|---------------------------------|
| CDBG PROGRAM OFFICE | |
| MONTHLY SERVICES REPORT | |
| [SUBMIT BY 15TH CALENDAR DAY FOR EACH PRIOR MONTH] | |
| Month/Year of this Report: | |
| Agency Name: | |
| Activity Name: : | HUD IDIS Number: |
| Name of Person Submitting Report: : | Activity Number: |
| Date Submitted: | Telephone Number: |
| New Persons Served This Month | |
| Note: All persons served are to be reported only during the 1st month they are served during the July –June Fiscal Year, and not reported again during that Fiscal Year. | |
| 1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income | Number of Persons Served |
| A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income] | |
| B. New persons served [Very Low Income - 31%-50% Median Family/Household Income] | |
| C. New persons served [Low Income - 51%-80% Median Family/Household Income] | |
| D. New persons served [Over 80% Median Family/Household Income] | |
| E. Total New persons served | |

| | | | |
|---|---------------------------|-----------------------------------|--------------|
| 2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity | | | |
| Race by Gender | Male | Female | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| Race by Ethnicity | Hispanic or Latino | Nom-Hispanic or Non-Latino | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| 3. Number of New Female-Headed Households Served This Month-----→ | | | |
| 4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding | | | |
| A. Elderly – Age 62 and Older – Number of New Persons Served | | | |
| B. Adults With Disabilities – Number of New Persons Served | | | |
| C. Homeless Persons – Number of New Persons Served | | | |
| D. Abused Spouses – Number of New Persons Served | | | |
| E. Abused/Neglected Children – Number of New Persons Served | | | |

Submit to: City of Dalton CDBG Office
 300 West Waugh Street
 Dalton, Ga. 30720 (706)529-2460 fax: (706)277-4640

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]

FY2019 Income Limits

***Effective June 28, 2019**

| Family/Household Size | Extremely Low 30% | Very Low Income 50% | Low Income 80% |
|------------------------------|--|--|--|
| 1 | \$11,540 | \$19,050 | \$30,450 |
| 2 | \$13,050 | \$21,800 | \$34,800 |
| 3 | \$14,700 | \$24,500 | \$39,150 |
| 4 | \$16,300 | \$27,200 | \$43,500 |
| 5 | \$17,650 | \$29,400 | \$47,000 |
| 6 | \$18,950 | \$31,600 | \$50,500 |
| 7 | \$20,250 | \$33,750 | \$53,950 |
| 8 | \$21,550 | \$35,950 | \$57,450 |
| 9+ | Calculate on www.huduser.org | Calculate on www.huduser.org | Calculate on www.huduser.org |

*Source: U.S. Department of Housing & Urban Development [HUD]

Medium Income: \$52,700.00

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

Moderate Income = 50% - 80% of Median Household Income

*MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

If paper copy is desired please contact CDBG program office at 706-529-2461 or cdbg@cityofdalton-ga.gov

24 CFR Part 570:

Policies and Procedures applicable to programs under Title 1 of the Housing and Community Development Act of 1974 as amended.

<https://www.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>

24 CFR Part 85 –States:

Administrative Requirements for grants and Cooperative Agreements to State, Local, and federally recognized Indian Tribal Governments.

<https://www.hudexchange.info/resource/3745/24-cfr-part-85-administrative-requirements-for-grants-and-cooperative-agreements/>

24 CFR Part 84-NonProfits

Uniform Administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

2 CFR Part 200

Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance

<https://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf>

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

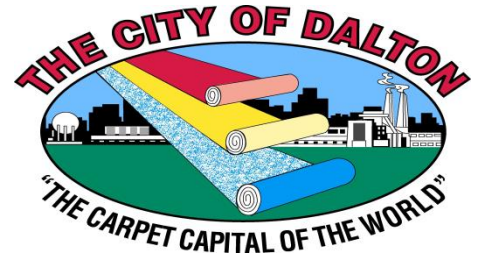
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Other information and regulations can be found at:

<https://www.hudexchange.info/>

City of Dalton
CDBG Program Office

300 West Waugh Street
Dalton, Ga. 30720
(706)529-2461 fax (706)277-4640
cdbg@cityofdalton-ga.gov



FY2019 [July 1, 2019-June 30, 2020]

CITY OF DALTON

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Northwest Georgia Family Crisis Center (NWGFCC)

HUD GRANT NO: B-19-MC-13-0011

CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1st day of July 2019 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **NWGFCC**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2019 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$15,000.00 from Fiscal Year 2019 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

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

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2020.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

| | |
|---|-----------|
| Agreement Effective Date | 7/1/2019 |
| Deadline for Expenditure of Funds | 6/30/2020 |
| Agreement Termination Date | 6/30/2020 |
| Deadline for Receipt of Final Reimbursement Request | 7/15/2020 |

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

[B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).]

Item 4. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

Item 5. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Section 18 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

Item 6. "Force Account" Work

The Subrecipient (limited to City projects only) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the City using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the City.

Item 7. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the City on services carried out for all persons served and on

CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the City [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The City shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

Item 8. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the City of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 9. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the City, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 10. Funding

The City agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Item 11. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the City to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the City's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the City provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.

Item 12. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. **The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations.** The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 13. Technical Assistance

The City agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Subrecipient.

Item 14. Review Authority

The City shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the City to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 15. Agreement Suspension and Termination

In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the City.

Item 16. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing to the City of Dalton CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the City of Dalton Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 17. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2020.

Item 18. Program Income

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the City within seven calendar days following the end of the month in which the program income is generated. Such payment to the City must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the City has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the City within 30 calendar days of the official date of the close-out or change in status. The City agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

Item 19. Repayments

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the City of Dalton by the Subrecipient within 30 days of notification by the CDBG Program Office. If the City of Dalton is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
 - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
 - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
 - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

The above procedures will provide the City's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to the City of Dalton.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and City of Dalton stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send two (2) copies of its Single Audit Report or independent auditor's report to the City of Dalton CDBG Program Office as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the City of Dalton CDBG Program Office later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The City reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by the City of Dalton's independent auditor as a part of their review of the Subrecipient's audit.

Item 21. Compliance with all CDBG Regulations at 24 CFR 570

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 - as applicable], 2 CFR Part 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the City of Dalton CDBG Program Office, upon request.

Item 22. Use of CDBG funds by Faith Based Organizations

- A. ELIGIBLE & INELIGIBLE USES:

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 23. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and

mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Item 24. Performance

- A. *The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the City; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.*

Item 25. Recognition of the City of Dalton Mayor and Council, and the CDBG Program Office

- A. The Subrecipient shall ensure that the City of Dalton CDBG Program Office, the City of Dalton Mayor and Council, City Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the City of Dalton, City Manager, and HUD have provided.
 2. Provide the CDBG Program Office, Mayor and Council, and City Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., City of Dalton Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
 3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, Mayor and Council, City Manager, and HUD in the funding assistance provided to the Subrecipient.

4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, Mayor and Council, City Manager, and HUD require.

Item 26. Reimbursement Process

The City of Dalton utilizes a “reimbursement process” for all Subrecipients participating in the CDBG Program. All Program funds will be paid by City of Dalton to Subrecipients upon submission of acceptable payment documentation to the City of Dalton CDBG Program Office by the Subrecipient in a timeframe required by the City of Dalton CDBG Program Office. Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all Subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

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

FOR THE SUBRECIPIENT:
NWGFCC

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

FOR CITY OF DALTON:

By _____
(Signature) Mayor

By Dennis Mock, Mayor
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature) City Clerk

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

(Signature Date)

ATTEST:

By _____
(Signature)

By Renetta Cochran
(City of Dalton CDBG Program Manager)

(Signature Date)

Date Approved by Subrecipient Governing Body
[Attach board minutes]
[See Also Attached Exhibit(s)]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, (“the Act”) and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the City as such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the City;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient’s use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the City of Dalton’s 2019-2024 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (o);
- 4. Notifying the employee in the statement required by paragraph (o) that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted;
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: 136 Nickie Drive, Dalton, GA 30720 CONFIDENTIAL ADDRESS

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS
INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the City awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the City changes during the performance of the grant, the Subrecipient shall inform the City of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant

and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: NWGFCC
Activity Name: **Operating costs for Community Latino Specialist for Domestic Violence**

STATEMENT OF WORK

The total FY 2019 CDBG budget for this activity shall not exceed **\$15,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2020. The activity shall be completed by June 30, 2020. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

The Subrecipient shall use CDBG funds to pay a portion of the salary of a full time Children's Advocate and/or Resident Assistant.

GENERAL REQUIREMENTS:

Performance Measurement Outputs for Low/Mod Persons Served over the next Five Years: [except Project Service Area (PSA) Projects]

1st Year – 2020:

2nd year – 2021:

3rd year – 2022:

4th year – 2023:

5th year – 2024:

Requests for any reimbursement of the City of Dalton CDBG funded Program shall be submitted to the City of Dalton CDBG Program Office, with copies of procurement documentation, invoices from vendors, copies of check(s) issued by the Subrecipient to pay such expenses, and a copy bank statement showing the check(s) clearing bank account.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Monthly Services Reports [see the form which follows] shall be filed with the City of Dalton CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 2
MONTHLY REPORTS

| | |
|--|---------------------------------|
| CDBG PROGRAM OFFICE | |
| MONTHLY SERVICES REPORT | |
| [SUBMIT BY 15TH CALENDAR DAY FOR EACH PRIOR MONTH] | |
| Month/Year of this Report: | |
| Agency Name: | |
| Activity Name: : | HUD IDIS Number: |
| Name of Person Submitting Report: : | Activity Number: |
| Date Submitted: | Telephone Number: |
| New Persons Served This Month | |
| Note: All persons served are to be reported only during the 1st month they are served during the July –June Fiscal Year, and not reported again during that Fiscal Year. | |
| 1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income | Number of Persons Served |
| A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income] | |
| B. New persons served [Very Low Income - 31%-50% Median Family/Household Income] | |
| C. New persons served [Low Income - 51%-80% Median Family/Household Income] | |
| D. New persons served [Over 80% Median Family/Household Income] | |
| E. Total New persons served | |

| | | | |
|---|---------------------------|-----------------------------------|--------------|
| 2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity | | | |
| Race by Gender | Male | Female | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| Race by Ethnicity | Hispanic or Latino | Nom-Hispanic or Non-Latino | Total |
| (1) White | | | |
| (2) Black/African-American | | | |
| (3) Asian | | | |
| (4) American Indian/Alaskan Native | | | |
| (5) Native Hawaiian/Other Pacific Islander | | | |
| (6) American Indian/Alaskan Native & White | | | |
| (7) Asian & White | | | |
| (8) Black/African-American & White | | | |
| (9) American Indian/Alaskan Native & Black/African-American | | | |
| (10) Other Multi-Racial | | | |
| (11) Totals | | | |
| 3. Number of New Female-Headed Households Served This Month-----→ | | | |
| 4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding | | | |
| A. Elderly – Age 62 and Older – Number of New Persons Served | | | |
| B. Adults With Disabilities – Number of New Persons Served | | | |
| C. Homeless Persons – Number of New Persons Served | | | |
| D. Abused Spouses – Number of New Persons Served | | | |
| E. Abused/Neglected Children – Number of New Persons Served | | | |

Submit to: City of Dalton CDBG Office
 300 West Waugh Street
 Dalton, Ga. 30720 (706)529-2460 fax: (706)277-4640

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]

FY2019 Income Limits

***Effective June 28, 2019**

| Family/Household Size | Extremely Low 30% | Very Low Income 50% | Low Income 80% |
|-----------------------|--|--|--|
| 1 | \$11,540 | \$19,050 | \$30,450 |
| 2 | \$13,050 | \$21,800 | \$34,800 |
| 3 | \$14,700 | \$24,500 | \$39,150 |
| 4 | \$16,300 | \$27,200 | \$43,500 |
| 5 | \$17,650 | \$29,400 | \$47,000 |
| 6 | \$18,950 | \$31,600 | \$50,500 |
| 7 | \$20,250 | \$33,750 | \$53,950 |
| 8 | \$21,550 | \$35,950 | \$57,450 |
| 9+ | Calculate on www.huduser.org | Calculate on www.huduser.org | Calculate on www.huduser.org |

*Source: U.S. Department of Housing & Urban Development [HUD]

Medium Income: \$52,700.00

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

Moderate Income = 50% - 80% of Median Household Income

*MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

If paper copy is desired please contact CDBG program office at 706-529-2461 or cdbg@cityofdalton-ga.gov

24 CFR Part 570:

Policies and Procedures applicable to programs under Title 1 of the Housing and Community Development Act of 1974 as amended.

<https://www.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>

24 CFR Part 85 –States:

Administrative Requirements for grants and Cooperative Agreements to State, Local, and federally recognized Indian Tribal Governments.

<https://www.hudexchange.info/resource/3745/24-cfr-part-85-administrative-requirements-for-grants-and-cooperative-agreements/>

24 CFR Part 84-NonProfits

Uniform Administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

2 CFR Part 200

Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance

<https://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf>

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Other information and regulations can be found at:

<https://www.hudexchange.info/>



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/15/2019

Agenda Item: The request of Bryan Spence is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium Density Residential (R-3) (parcel 12-182-19-000) containing a total of 1.56 acres located along the east R/W of Chattanooga Avenue.

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

See attached staff analysis and presentation

CITY OF DALTON
ORDINANCE
Ordinance No. 19-12

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Medium-Density Single Family Residential (R-3) Being A Tract Of Land Totaling 1.56 Acres Located At Corner Of Chattanooga Avenue And Chenille Drive (Parcel No.: 12-182-19-000); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Bryan Spence (Owner) has filed an application with the City to rezone property described as lot at corner of Chattanooga Avenue and Chenille Drive (Parcel No.: 12-182-19-000) (the Property);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting the Property be rezoned to Medium-Density Single Family Residential (R-3);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on July 1, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council with the condition that the Owner donate to the City an alleyway (15 feet in width) along the east boundary line of the Property;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at the corner of Chattanooga Avenue and Chenille Drive identified as Parcel No.: 12-182-19-000 is hereby rezoned from Heavy Manufacturing (M-2) to Medium-Density Single Family Residential (R-3) with the condition that the Owner shall donate an alleyway (15 feet

in width) to the City along the east boundary line of the Property.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: July 1, 2019

SUBJECT: The request of Bryan Spence to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 1.56 acres located on the corner of Chattanooga Avenue and Chenille Drive. Parcel (12-182-19-000) (Dalton)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 24, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Bryan Spence, the property owner and rezoning petitioner.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was not in favor of the requested R-3 rezoning and recommended an R-2 rezoning due to the factors described in the staff analysis. Chairman Lidderdale pointed out that the alleyway appeared to be mostly upon the subject property which would reduce lot sizes if more right-of-way is needed for improvements to the alleyway. Mr. Calhoun affirmed that Chairman Lidderdale's observation was correct and that any improvements made to the existing alleyway would need to be made with land from the subject property. Mr. Sanford asked Mr. Calhoun if the City of Dalton Public Works had expressed a desire to make the improvements discussed in the staff analysis to which Mr. Calhoun stated that he expected there would be improvements provided this development continues.

Bryan Spence stated that the flood engineering study had been completed and he does not expect any issues in regard to the flood plain and his proposed development. Mr. Spence went on to state that he fully intends to donate the alleyway to the City of Dalton. Mr. Sanford asked Mr. Spence what size of home he intended to build Mr. Spence replied that he intends to construct seven dwellings each of approximately 1300 square feet. Mr. Spence went on to state that he intends to construct dwellings with a modern architecture similar to a current project along Underwood Road in the City of Dalton. Mr. Spence showed the Planning Commission members a photo of his current project from his phone. Chairman Lidderdale asked what the expected price point will be for the proposed properties to which Mr. Spence stated that he intends the average selling price for each developed tract will be approximately \$169,000. Mr. Spence confirmed that both public water and sewer are available along both the front and rear lots and that he will be required to add an additional fire hydrant to complete his development as proposed.

With no other comments heard for or against this hearing closed at 6:52

Recommendation:

Chairman Lidderdale sought a motion on the requested R-3 rezoning. **Mr. Thomas then made a motion to recommend the R-3 rezoning as requested with the condition that the alleyway be donated to the City of Dalton based on his belief that there would be no issue with the proposed development. Mr. DeLay seconded the motion and a unanimous recommendation to approve the R-3 rezoning followed, 5-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Bryan Spence is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium Density Residential (R-3) (parcel 12-182-19-000) containing a total of 1.56 acres located along the east R/W of Chattanooga Avenue. The tract is currently undeveloped. The rezoning request to (R-3) is sought to serve the purpose of constructing seven single-family detached dwellings along the Chattanooga Avenue R/W:

The surrounding uses and zoning are as follows: 1) to the north, is a 0.9 acre tract containing an office structure and parking area zoned M-2; 2) to the east are eight adjacent tracts zoned R-3 that each contain single-family detached dwellings; 3) to the south, is one adjacent tract zoned M-2 that contains a large commercial warehouse structure; 4) to the west, are three adjacent tracts all zoned M-2 and occupied by Columbia Recycling. All in all, a review of the zoning map is inconsistent in the vicinity of the subject property with a mix of few residential, commercial and industrial zone districts and land uses. One will note that the vicinity of the subject property is somewhat of a transitional area where Manufacturing and residential zones converge. The existing land uses in this area include residential, commercial, industrial and recreational.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

In this area there is convergence of manufacturing, commercial and single-family residential land use. A significant portion of land flanking Chattanooga Avenue has been developed for commercial or industrial use for a significant amount of time. In fact, this area of Dalton began developing for a mix of residential and industrial use since the early 1880's when the Crown Cotton Mill was first established. From the period between the 1880's and 1960's the Crown Cotton Mill continued to expand both its industrial footprint as well as the mill's workforce-housing village. Almost all of the original mill structures remain intact including many of the mill's workforce housing which was subdivided and then sold to individual owners after the mill's closing nearly 60 years ago. Since that time this neighborhood, surrounded by commercial and industrial uses, has remained a single-family residential community. Based on the average lot and dwelling size the proposed R-3 zone district is not in conflict with the majority of land use in this area.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The M-2 and R-3 zone districts, of course, share absolutely no similarities in character. When observing the adjacent land use in this area, however, there is a long-term vested residential character adjacent to the subject property. These adjacent residential properties would benefit much more from residential development than manufacturing land use. There is no expectation that the existing adjacent commercial or industrial properties would suffer any negative economic impact if the requested R-3 rezoning is approved.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The proposed R-3 rezoning would allow the subject property to be developed for a use that would be reflective of the density and single-family character of the majority of adjacent parcels. When considering the subject property's limited size and buildable area it is unlikely that a conforming manufacturing use of the subject property would be likely.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

The proposed rezoning, if allowed, would create a much less intensive zone district for the adjacent single-family neighborhood, and allow the petitioner to develop the subject property for a conforming use.

(E) Whether the proposed (R-3) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

If the subject property were re-zoned R-3 then the developer would have the ability to utilize both public water and sewer services with no concern for capacity. The primary infrastructure conflict with the subject property is related to street access. Dalton Public works does not recommend road access to Chattanooga Avenue and will restrict street access to the existing paved alleyway along the subject property's eastern boundary. The primary concern with the existing alleyway is that it is limited to one unmarked lane, and this alleyway is already being utilized by several of the existing residential tracts to the east. If the subject property is rezoned and developed as proposed, then seven new single-family detached dwellings will be utilizing this one-lane alleyway as their only point of street access. Average traffic generation for single-family dwellings is four trips per dwelling per day which totals to 28 new trips per day to be generated on the subject property. Regardless of the density of the subject property this planner believes it would be a good idea to increase the R/W of this alleyway to ensure area for utility maintenance as well as future street improvements.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses

which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as a Town Neighborhood Revitalization Area. The Town Neighborhood Revitalization includes established neighborhoods north and east of downtown Dalton, including the following neighborhoods: Crown Mill, Fort Hill, East Dalton and Thread Mill. These neighborhoods are historic but have experienced disinvestment and decline due in part to the demolition of residences to accommodate commercial uses, parking areas, apartment buildings and industrial uses. Prevalent zoning of properties for industrial uses further contributes to the neighborhoods' instability and diminishing potential for revitalization. Recent planning efforts, including the City of Dalton Urban Redevelopment Plan (2012), Neighborhood Infill Guidelines (2003), Dalton Historic Housing Infill Study (2006), and the Believe Greater Dalton Housing Strategy address these areas and the issues of neighborhood revitalization, opportunities for new growth with infill, and inconsistencies between existing City regulations and desired development for the neighborhoods. The subject property is entirely surrounded by the Town Neighborhood Revitalization Area. Given the immediate adjacency to the intact neighborhood along with the existing surrounding land use this planner does view the requested use and rezoning as consistent with the intent of the comprehensive plan and Future Development Map.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

This rezoning, if approved, would simply shrink the existing M-2 zone district and enlarge the existing R-3 zone district.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

The subject tracts have remained vacant for some time. This is likely due to the subject property's limited size and shape. Another issue with the subject property is that it is almost entirely within the 1% flood zone and partially within the floodway. In order to address this issue, a base flood elevation study will need to be conducted to determine the base flood elevation. Once a study notes the base flood elevation the developer will be required to construct all affected dwellings above the base flood elevation. Building above a base flood elevation may be done a few ways from a raised earthen building pad to a pier foundation that allows the potential flood waters to pass freely under the structure, but any and all of these techniques generally come at a great cost to the developer.

CONCLUSION:

The staff cannot recommend approval for the R-3 request, but staff recommend a Low-Density Single-Family (R-2) rezoning based on the following factors:

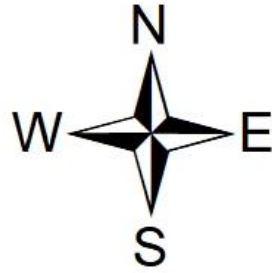
1. The existing one-lane alleyway creates a concern for congestion if the maximum

proposed density of seven single-family detached dwellings is achieved. An R-2 rezoning would reduce this density by approximately 50% while still permitting the potential for new single-family residential development.

2. An R-2 rezoning would certainly satisfy the intent of the Comprehensive Plan and Future Development Map.
3. The encroachment of new development affecting the 1% flood plain on the subject property would be a lesser concern if the density of the development were less than proposed. An R-2 rezoning would achieve a lower density while allowing for the ability of new development.

Spence Rezoning Request M-2, Heavy Manufacturing to

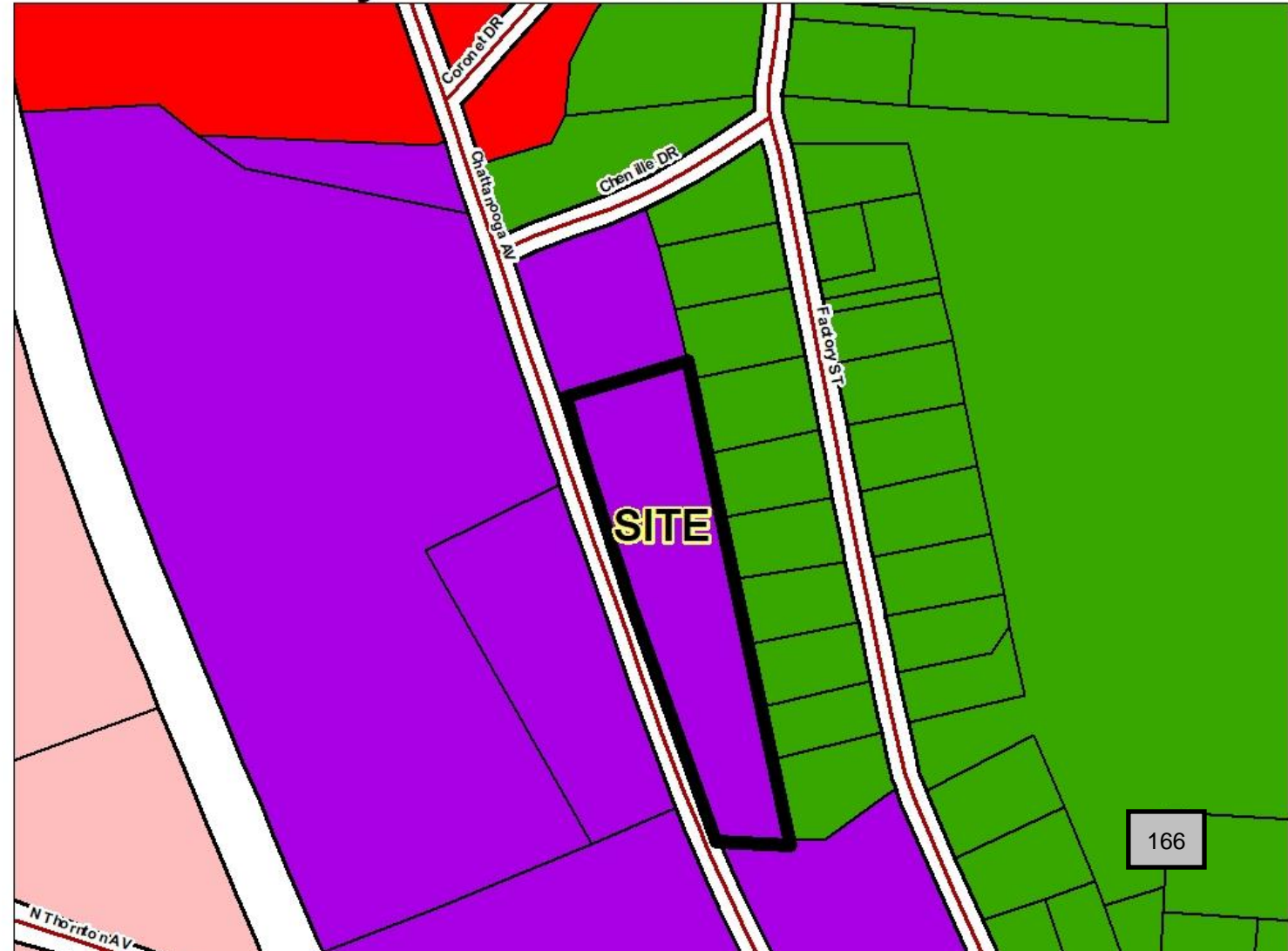
R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



ZONING

-  Medium Density Single Family Residential (R-3)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
200








Spence Rezoning Request M-2, Heavy Manufacturing to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction

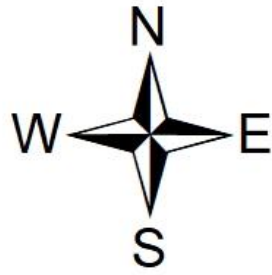


FEMA_Flood_Zones

| | |
|---|-------------------------------------|
|  | AE, FLOODWAY |
|  | AE |
|  | A |
|  | 0.2 PCT ANNUAL CHANCE FLOOD HAZARD, |
|  | X |

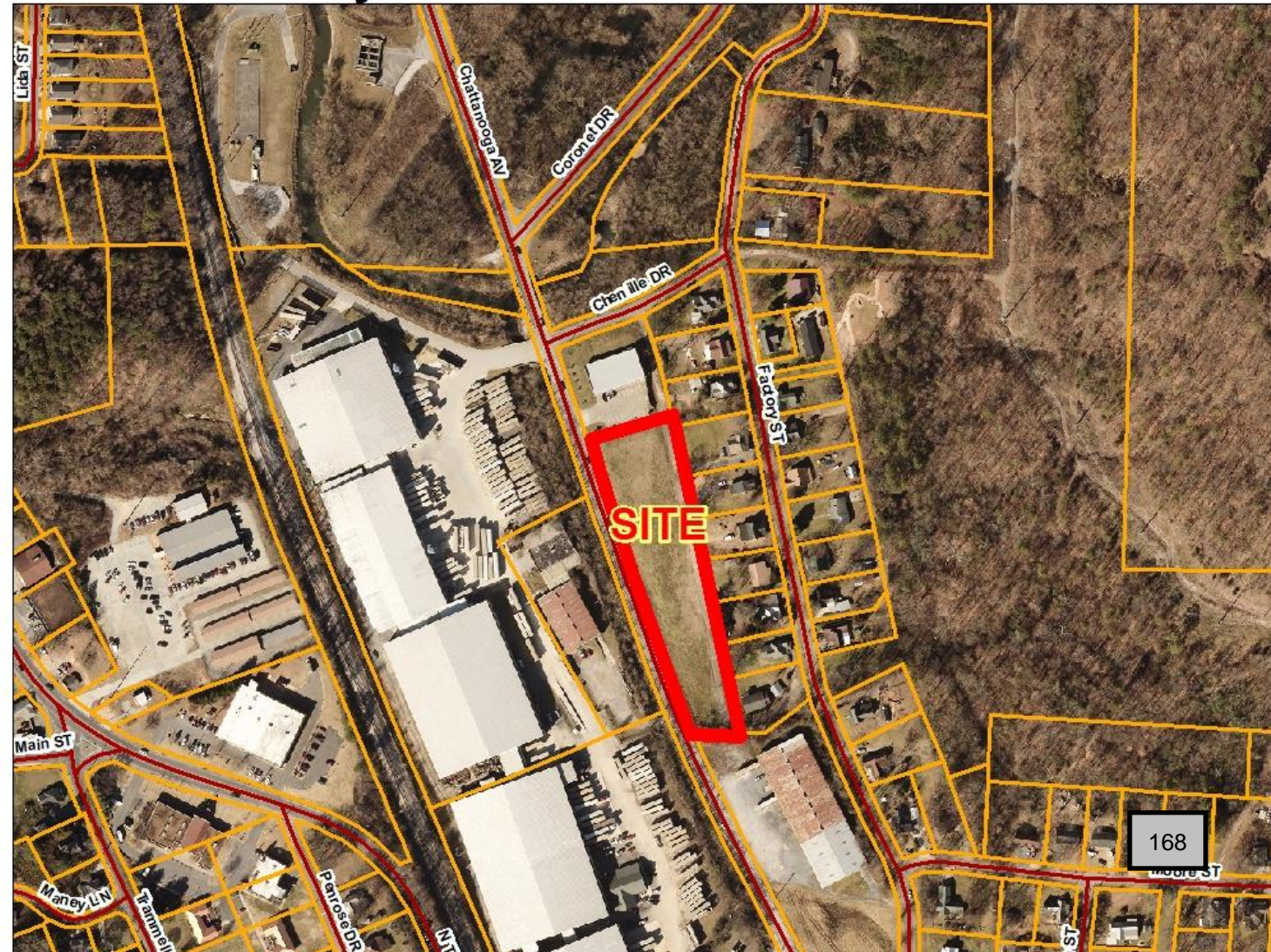
FEET
200





Spence Rezoning Request M-2, Heavy Manufacturing to R-3, Medium Density Single Family Residential City of Dalton Jurisdiction

FEET
300





Spence Rezoning Request M-2, Heavy Manufacturing to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



**FEET
300**





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/15/2019

Agenda Item: Right of Way Deed - Intermark USA, Inc.

Department: Public Works Department

Requested By: Drennon Crutchfield, President/Bryan Spence, Developer

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Developer Bryan Spence is pursuing an eight (8) tract residential subdivision between Chenille Drive and Waters Street (unopened) and also adjacent to Chattanooga Ave (see attached plat).

Public Works has reviewed this request, and from a traffic safety standpoint requires that access to these proposed residential lots be from the alley along the east side of the property instead of the collector street Chattanooga Ave.

The existing alley has never been dedicated to the City, so Public Works requested a 15'-wide alley dedication to facilitate access to the proposed lots.

See attached right of way deed.

After Recording,
Please Return to:

G. Gargandi Vaughn
Mitchell & Mitchell, P.C.
P.O. Box 668
Dalton, GA 30722

RIGHT OF WAY DEED

STATE OF GEORGIA,
WHITFIELD COUNTY

IN CONSIDERATION of a gift and the benefit to said Property by the construction and maintenance of a road and/or alleyway and other valuable considerations, I/we, INTERMARK USA, INC., a Georgia domestic corporation, do hereby transfer and convey by gift unto the CITY OF DALTON, a Georgia municipal corporation, a tract or parcel of land for use as a public roadway which is described as follows:

TRACT 9

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia, being more particularly described as follows:

BEGINNING at a mag nail and disk located on the southerly right of way of Chenille Drive (having a 50-foot right of way); said point being located North 68 degrees 53 minutes 24 seconds East a distance of 159.63 feet from a 5/8-inch capped rebar located at the intersection of said right of way with the eastern right of way of Chattanooga Avenue (having an 80-foot right of way); running thence North 68 degrees 53 minutes 24 seconds East a distance of 15.20 feet to a mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 205.06 feet to a mag nail and disk; thence South 74 degrees 02 minutes 29 seconds West a distance of 15.04 feet to a 5/8-inch capped rebar; thence North 11 degrees 42 minutes 14 seconds West a distance of 203.69 feet to the POINT OF BEGINNING.

TRACT 10

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at a 5/8-inch rebar located at the intersection of the eastern right of way of Chattanooga Avenue (having an 80-foot right of way) with the southern right of way of Chenille Drive (having a 50-foot right of way); running thence North 68 degrees 53 minutes 24 seconds East along said right of way of Chenille Drive a distance of 159.63 feet to a mag nail and disk; thence leaving said right of way of Chenille Drive running South 11 degrees 42 minutes 14 seconds East a distance of 203.69 feet to a 5/8-inch capped rebar and the TRUE POINT OF BEGINNING; running thence North 74 degrees 02 minutes 29 seconds East a distance of 15.04 feet to a mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 650.03 feet to a 2-inch pipe located on the northern right of way of Waters Street (being an unopened 50-foot right of way); thence South 82 degrees 35 minutes 16 seconds West along said right of way of Waters Street a distance of 15.04 feet to a 5/8-inch capped rebar; thence leaving said right of way of Waters Street running North 11 degrees 42 minutes 14 seconds West a distance of 647.79 feet to the POINT OF BEGINNING.

Said right of way hereby conveyed is identified as Tract 9 and Tract 10 and being more particularly described as shown in a survey for Bryan Spence by Christopher Lee Lewis, GRLS No. 3063, by Lewis and Associates Land Surveying, LLC, revised 06/25/19.

TO HAVE AND TO HOLD said right of way hereinabove conveyed unto said CITY OF DALTON, its successors in office and assigns, in fee simple. Said Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor(s) have hereunto set their hands and affixed their seals, this ____ day of _____, 20__.

INTERMARK USA, INC.

By: Drennon Crutchfield, Sr., President

Attest: Secretary (Corporate Seal)

Signed, sealed and delivered this
____ day of _____,
20__ in the presence of:

WITNESS

NOTARY PUBLIC

CONSENTED TO AND ACCEPTED BY the City of Dalton, Georgia this _____ day of _____, 20__.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

RESERVED FOR THE CLERK OF SUPERIOR COURT

PLAT NOTES

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1":67,134" AND AN ANGULAR ERROR OF 03" PER ANGLE POINT.

THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES.

THIS PLAT HAS A CLOSURE PRECISION OF 1":153,150.

EQUIPMENT

ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT

A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13313C01366, EFFECTIVE DATE 09/19/2007, UPDATED BY LETTER OF MAP REVISION NO. 09-04-1965P, EFFECTIVE DATE 4/14/2010.

BASIS OF BEARINGS

BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE REAL TIME GNSS NETWORK OPERATED BY eGPS SOLUTIONS, INC.

SOURCE OF TITLE

TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN INTERMARK USA, INC. PER DEED BOOK 2896, PAGE 117.

REFERENCES

1. MAP OF CROWN COTTON MILLS, GROUP-3 BY RALPH D. STOUT DATED AUGUST 1953. (PLAT BOOK 3, PAGE 144)

ZONING INFORMATION

THE SUBJECT PROPERTY IS CURRENTLY ZONED R-3

BUILDING SETBACKS:

FRONT (MAJOR): 40'
FRONT (MINOR): 25'
SIDES: 10'
REAR: 15'

GENERAL NOTES

- THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.
- THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.
- NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC. NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
- ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES.
- LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
- CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT. CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY(IES) WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR.
- THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.
- COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED PRELIMINARY AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.
- ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.
- THE TERM "CERTIFICATION" AS USED IN RULE "180-6-092(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-216) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.

SURVEYOR'S CERTIFICATION

Certificate of Accuracy

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA AND THAT MONUMENTS HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

GA REGISTERED LAND SURVEYOR NO. 3063

DATE

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS OF GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) SECTION 15-6-67.

CHRYSTOPHER L. LEWIS, PLS

GEORGIA PLS #1063

TENNESSEE PLS #2824

DATE

OWNER

DATE

DATE

Dalton Utilities

DATE

City of Dalton Public Works

SECRETARY DALTON-WHITEFIELD COUNTY PLANNING COMMISSION

DATE

Certificate of Approval for Public Water System

I HEREBY CERTIFY THAT THE PUBLIC WATER SUPPLY AND DISTRIBUTION SYSTEM IN THE SUBDIVISION SHOWN HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED TO MEET THE REQUIREMENTS OF DALTON UTILITIES.

Date Dalton Utilities

Certificate of Approval for Public Wastewater Collection System

I HEREBY CERTIFY THAT THE PUBLIC SEWAGE COLLECTION AND DISPOSAL SYSTEM IN THIS SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTABLE MANNER AND MEET FULLY THE REQUIREMENTS OF DALTON UTILITIES AND ARE HEREBY APPROVED.

Date Dalton Utilities

Certificate of Approval for Fire Protection

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THE SUBDIVISION ARE INSTALLED (PLANNED FOR INSTALLATION) IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT AND ARE HEREBY APPROVED.

Date City of Dalton, GA Fire Chief

Certificate of Approval for Streets & Drainage

I HEREBY CERTIFY THAT THE STREETS AND DRAINAGE IMPROVEMENTS IN THE SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTED MANNER AND MEET ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON.

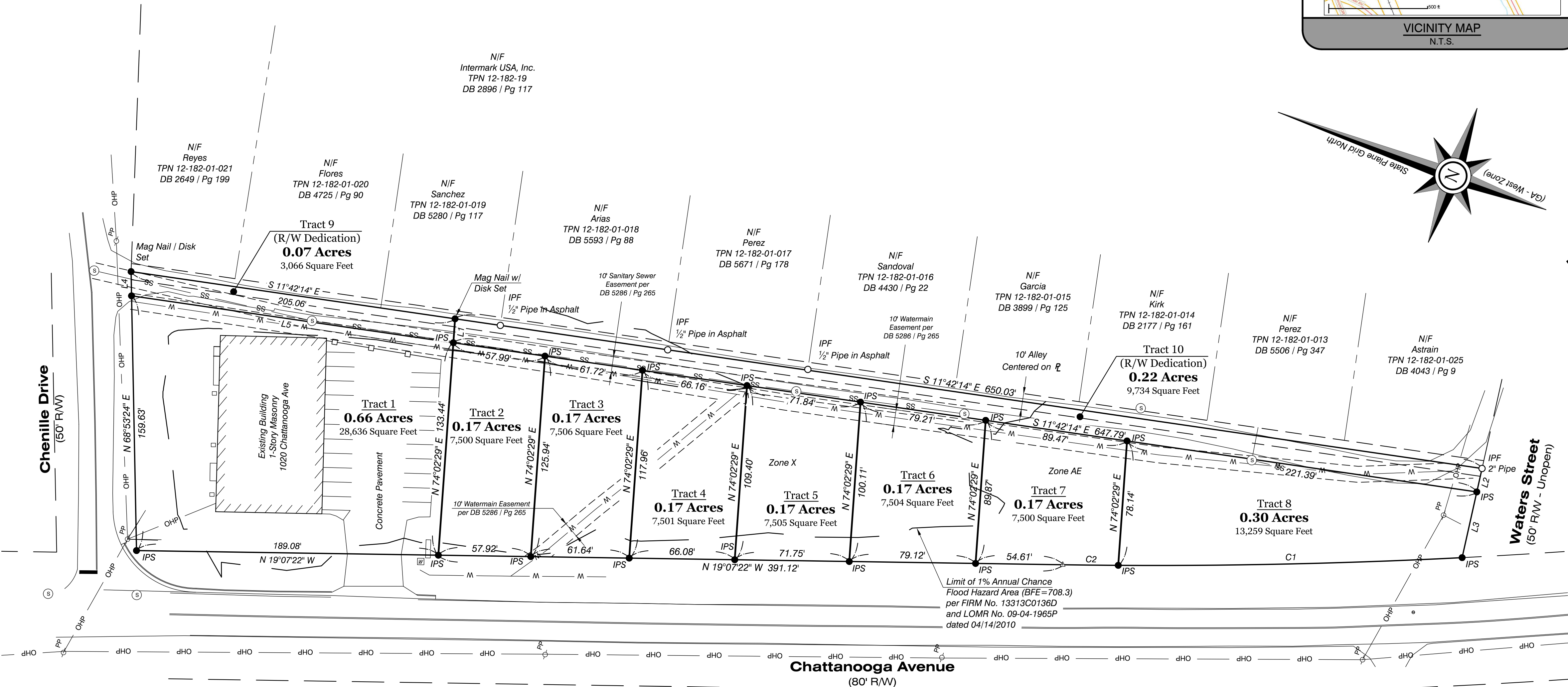
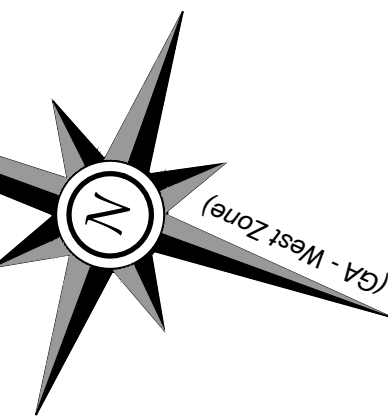
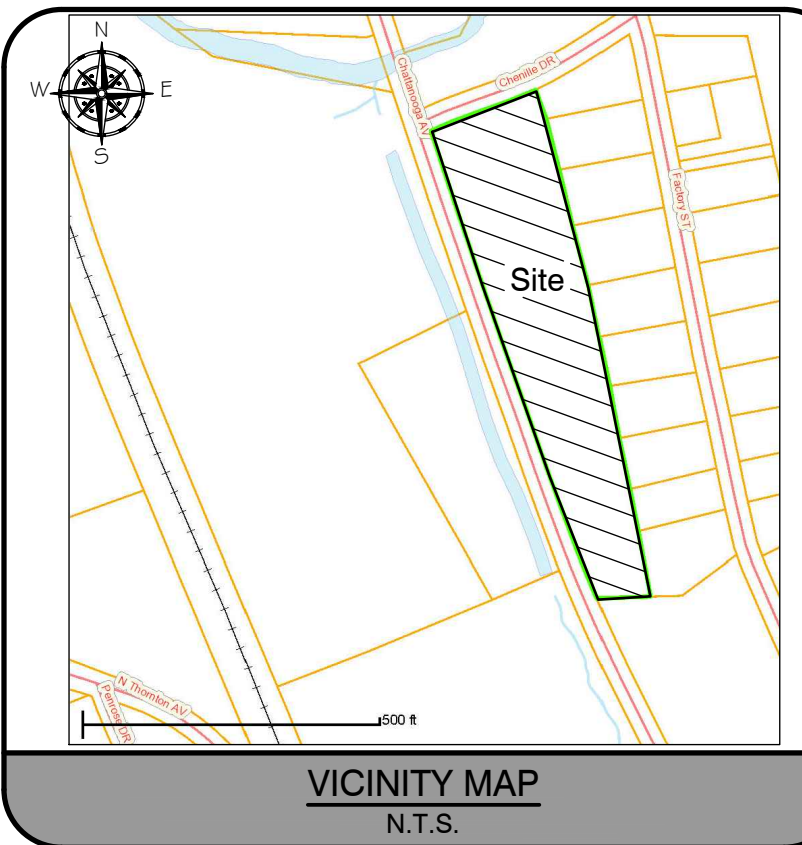
Date City of Dalton Public Works

Certificate of Approval for Recording (Minor Subdivision)

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA, AND THAT IT HAS BEEN APPROVED BY THE DALTON-WHITEFIELD COUNTY PLANNING COMMISSION FOR RECORDING IN THE OFFICE OF SUPERIOR COURT OF WHITEFIELD COUNTY, GEORGIA.

SECRETARY DALTON-WHITEFIELD COUNTY PLANNING COMMISSION

DATE



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 74°02'29" E | 15.04' |
| L2 | S 82°35'16" W | 15.04' |
| L3 | S 82°35'16" W | 42.19' |
| L4 | N 68°53'24" E | 15.20' |
| L5 | S 11°42'14" E | 203.69' |

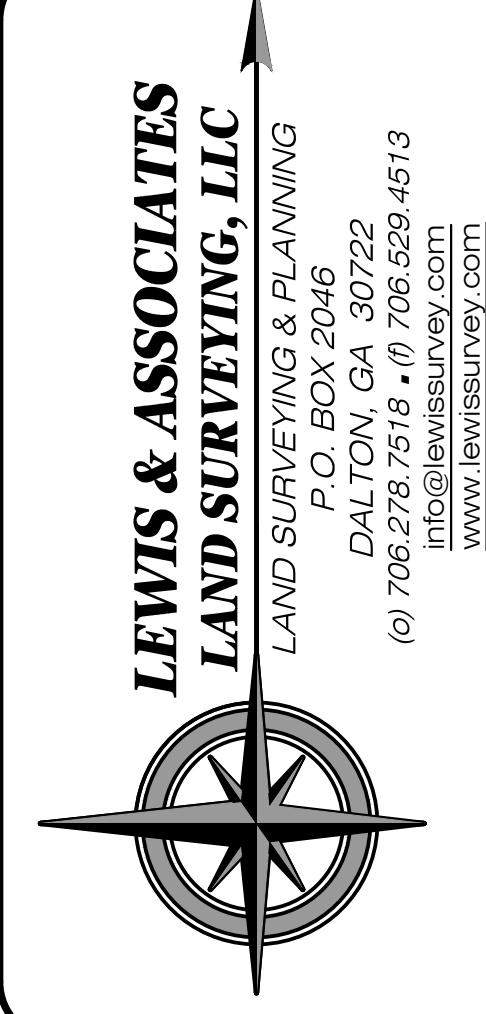
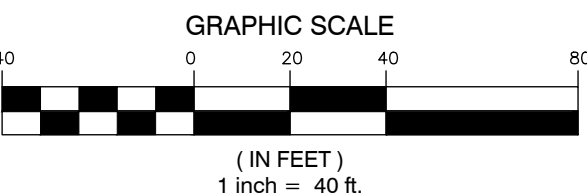
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|----------|-------------|---------------|--------------|
| C1 | 215.47' | 3777.04' | 3°16'07" | N 21°17'03" W | 215.44' |
| C2 | 34.75' | 3777.04' | 3°13'38" | N 19°23'11" W | 34.75' |

TO BE NOTIFIED OF ACTION

CHRISTOPHER L. LEWIS, PLS
P.O. BOX 2046
DALTON, GA 30722-2046
TEL: 706.278.7518

SYMBOL LEGEND

| | |
|---|------------------------|
| ⊙ | STORM MANHOLE (STMH) |
| ⊙ | SANITARY SEWER MANHOLE |
| ⊙ | WATER METER |
| ⊙ | FIRE HYDRANT |
| ⊙ | WATER VALVE |
| ⊙ | UTILITY POLE |
| ⊙ | TELEPHONE PEDESTAL |
| ⊙ | LIGHT POLE |
| ⊙ | IRON PIN FOUND (IPF) |
| ⊙ | IRON PIN SET (IPS) |
| ⊙ | BUILDING SETBACK LINE |
| ⊙ | CENTERLINE |
| ⊙ | OVERHEAD POWER LINE |
| ⊙ | CHAIN LINK FENCE |
| ⊙ | OPEN TOP PIPE |
| ⊙ | CRIMPED TOP PIPE |
| ⊙ | POINT OF BEGINNING |
| ⊙ | DEED BOOK/PAGE |
| ⊙ | PLAT BOOK/PAGE |
| ⊙ | TAX PARCEL NUMBER |



BRYAN SPENCE
BEING TAX PARCEL NO. 12-182-19
LOCATED IN LAND LOT 182, 12th DISTRICT, 3rd SECTION
CITY OF DALTON, WHITEFIELD COUNTY, GEORGIA

© 2019, LEWIS & ASSOCIATES SURVEYING, LLC

THIS DRAWING AND DESIGN ARE THE PROPERTY OF THE CONSULTANT. THEY ARE NOT TO BE USED, REPRODUCED, COPIED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONSULTANT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

UNLESS THIS DRAWING IS STAMPED, SIGNED AND DATED BY THE SURVEYOR IT SHALL BE CONSIDERED PRELIMINARY.

| | |
|-------------|---------------|
| SURVEY DATE | 5/15/19 |
| SURVEY CREW | CLL DSM |
| COMPUTED BY | DSM |
| DATE DRAWN | 5/16/19 |
| DRAWN BY | DSM |
| CHECKED BY | CLL |
| REVISIONS | REVISION DATE |
| R/W STRIP | 6/25/19 |
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|-----------|--------|
| DWG SCALE | 1"=40' |
| PROJ. NO. | 19-116 |
| SHEET NO. | 1/1 |



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/15/2019

Agenda Item: Airport hangar sub-lease agreement

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Hangar sub-lease agreement will allow current hangar tenants to sub-lease their hangar for up to 1 year. Tenants who have sold their airplanes and are looking for new ones wish to sub-lease temporarily to cover hangar costs. The agreement allows for sub-leasing in an attempt to eliminate under-the-table deals and unknown tenants and aircraft in hangars without insurance.

HANGER SUBLEASE AGREEMENT

THIS SUBLEASE agreement is made and entered into on this ____ day of _____ by and between the City of Dalton, hereinafter referred to as "Landlord", and _____, hereinafter referred to as "SUBLESSOR", and _____, hereinafter referred to as "SUBLESSEE".

WHEREAS, SUBLESSOR currently leases a T-Hangar from the Landlord under a lease agreement dated _____ which is attached as Exhibit A to this agreement; and

WHEREAS, that lease agreement provides that SUBLESSOR shall not sublease all or any portion of the Premises without the prior written permission of Landlord; and

WHEREAS, SUBLESSOR desires to sublease T-Hangar number _____ to SUBLESSEE, upon the terms and conditions set forth herein; and

WHEREAS, Landlord is willing to allow SUBLESSOR to lease T-Hangar number _____ to SUBLESSEE upon the terms and conditions set forth herein.

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows

1. PREMISES: SUBLESSOR hereby leases to SUBLESSEE the hangar space known as hangar _____, the "Hangar Space", located at the Dalton Municipal Airport, Dalton, Georgia.

2. USE OF PREMISES: SUBLESSEE shall use and occupy the Hangar Space solely for the storage of the following aircraft:

Make: _____
Model: _____
Year: _____
Registration No. _____
Serial No. _____
Registered Owner: _____
Owner _____
Tel. No.: _____
Email: _____

and for no other purpose save and except for the performance of non-major repair on said aircraft, as defined under Federal Aviation Regulations. If SUBLESSEE should desire to use the Leased Premises for a different aircraft owned or leased by SUBLESSEE in place of the aircraft described herein, SUBLESSEE may do so, provided that SUBLESSEE has given written notice to Landlord and SUBLESSOR thirty (30) days prior to the Substitute Aircraft

occupying the Premises. All provisions of this Agreement shall be applicable to such Substitute Aircraft. SUBLESSEE shall not block the use of or access to other hangars. This means keeping parked aircraft or vehicles away from common taxiways for ingress and egress or away from adjacent hangar aprons. The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of SUBLESSEE's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. SUBLEASE TERM: The SUBLESSOR and SUBLESSEE agree that this sublease shall be for a total of ____ consecutive 1-month periods beginning on the 1st day of _____, and ending on the 31st day of _____ unless terminated as provided for herein.

SUBLESSOR may terminate this Sublease at any time and for any reason by giving the SUBLESSEE and Landlord written notice of termination at least sixty (60) days prior to the effective date of the termination.

SUBLESSEE may terminate this Sublease at any time and for any reason by giving the SUBLESSOR and Landlord written notice of termination at least thirty (30) days prior to the effective date of the termination.

The maximum term of the Hanger Sublease Agreement shall be twelve months. Upon the expiration of the twelve month term, the Hanger Sublease Agreement shall terminate and the Hanger Lease Agreement between the Landlord and SUBLESSOR shall terminate.

In the event that SUBLESSOR terminates the Hanger Lease Agreement between the Landlord and SUBLESSOR for any reason, then the Hanger Sublease Agreement shall terminate immediately.

4. RENT:

(a) SUBLESSEE agrees to pay to Landlord, the sum of \$_____ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. Both the SUBLESSOR and the SUBLESSEE are jointly and severally obligated to pay the rent set forth herein, and should the SUBLESSEE fail to pay the rent when due, then the SUBLESSOR agrees

to promptly pay the rent due under this agreement. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a pro rata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and SUBLESSOR shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) SUBLESSOR shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by SUBLESSOR as set forth in Section 12.

(c) Landlord may send monthly rent invoices to SUBLESSOR. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the SUBLESSOR'S receipt or non-receipt of an invoice.

(d) SUBLESSOR agrees to automatic rent payments; and SUBLESSOR shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

5. SURRENDER OF PROPERTY: SUBLESSEE shall, not later than the last day of this Sublease Agreement, or if sooner terminated by SUBLESSEE or SUBLESSOR, surrender possession of the Hangar Space and remove the aircraft and all other property from said space, and repair all damage done by or in connection with the installation or removal of property which has not become the property of the Landlord. The Hangar Space shall be surrendered in as good condition as it was at the beginning of the sublease term, reasonable wear, and damage by fire, the elements, casualty or other cause not due to the misuse or neglect by SUBLESSEE or SUBLESSEE'S agents, employees, visitors or licensees, excepted. All property of SUBLESSEE remaining in the Hangar Space after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Landlord, and SUBLESSEE and SUBLESSOR shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at SUBLESSEE'S risk and expense. All permanent improvements to the Hangar Space shall become the property of the Landlord after the last day of the Sublease Agreement.

6. SUBLESSEE COVENANTS: SUBLESSEE covenants and agrees: (a) to use the

Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to SUBLESSEE which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of SUBLESSEE, its employees, agents, patrons or invitees. Provided, however, at its option, SUBLESSEE may elect to make such repairs and SUBLESSEE shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. INDEMNITY AND INSURANCE: SUBLESSEE shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of SUBLESSEE, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. SUBLESSEE agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. SUBLESSEE shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

SUBLESSEE agrees that all personal property that may be at any time in the Premises shall be at SUBLESSEE's sole risk or at the risk of those claiming through SUBLESSEE and that Landlord shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the SUBLESSEE and may be disposed of by Landlord without liability to SUBLESSEE.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of SUBLESSEE, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and SUBLESSEE shall promptly report to Landlord in writing any defective condition known to SUBLESSEE which Landlord is required under this paragraph to repair. Failure by the SUBLESSEE to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: SUBLESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and SUBLESSEE as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** SUBLESSEE may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **SUBLESEE'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by SUBLESSEE: (a) SUBLESSEE fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) SUBLESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) SUBLESSEE breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon SUBLESSEE:

(a) Landlord may re-enter the Premises and cure any default of SUBLESSEE, in which event SUBLESSEE shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to SUBLESSEE for any loss or damage that SUBLESSEE may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or SUBLESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither SUBLESSEE nor any person claiming under or through SUBLESSEE shall thereafter be entitled to possession of the Premises; and SUBLESSEE shall immediately thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove SUBLESSEE or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. SUBLESSEE acknowledges that Landlord shall have no obligation to rent the Premises. SUBLESSEE shall remain liable for payment of all rentals and other charges and costs imposed on SUBLESSEE herein, in the amounts, and at the times and upon the conditions as

herein provided, but Landlord shall credit against such liability of the SUBLESSEE all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing SUBLESSEE's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on SUBLESSEE's check or any letter accompanying SUBLESSEE's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to SUBLESSEE shall be mailed to: _____

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. SUBLESSEE shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as SUBLESSEE pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, SUBLESSEE shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, SUBLESSEE shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which SUBLESSEE is not obligated to repair, failing which Landlord may restore the Premises to such condition at SUBLESSEE expense. SUBLESSEE shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by SUBLESSEE to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

SUBLESSOR:

SUBLESSEE:

By: _____

By: _____

LANDLORD:

CITY OF DALTON, GEORGIA

By: _____
AUTHORIZED SIGNATURE

EXHIBIT "A"

THE CITY OF DALTON, GEORGIA

Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Please complete and sign this form.

You will be charged the amount indicated below each billing period. A receipt for each payment will be mailed or emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

The undersigned _____ authorizes THE CITY OF DALTON, GEORGIA to automatically withdraw from the undersigned's bank account or charge the undersigned's credit card, as indicated below, in the amount of \$ _____ on the 10th of each month for payment of rent at Dalton Municipal Airport.

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Checking/ Savings Account

☐ Checking ☐ Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card

☐ Visa ☐ MasterCard

☐ Amex

Cardholder Name _____

Account Number _____

Exp. Date _____

SIGNATURE _____

DATE _____

The undersigned understands that this authorization will remain in effect until The undersigned cancels it in writing, and the undersigned agrees to notify THE CITY OF DALTON, GEORGIA in writing of any changes in the undersigned's account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, The undersigned understands that the payments may be executed on the next business day. For ACH debits to checking/savings account, The undersigned understands that because these are electronic transactions, these funds may be withdrawn from the account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) The undersigned understands that THE CITY OF DALTON, GEORGIA may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$30.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. The undersigned acknowledges that the origination of ACH transactions to the account must comply with the provisions of U.S. law. The undersigned certifies that The undersigned is an authorized user of this credit card/bank account and will not dispute these scheduled transactions with the bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: July 15, 2019

Agenda Item: Croy Engineering 5 year contract for services at Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Request for approval of 5 year master agreement with Croy Engineering to provide engineering and consultant services to the Airport as required by GDOT.

DALTON MUNICIPAL AIRPORT

**MASTER AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS **AGREEMENT** is entered into this _____ day of _____, 2019 by and between the **CITY OF DALTON**, (hereinafter called the **OWNER**) and **CROY ENGINEERING, LLC**, (hereinafter called the **ENGINEER**) WITNESSETH that whereas the **OWNER** intends to contract for professional engineering services to the **DALTON MUNICIPAL AIRPORT, DALTON, GEORGIA** under a five (5) year General Engineering Consultant (GEC) contract (the **Project**).

NOW THEREFORE, the **OWNER** and the **ENGINEER** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the **ENGINEER** and the payment for those services by the **OWNER**, as set forth below.

The **ENGINEER** will serve as the **OWNER's** professional engineering representative for the **Project** to which this Agreement applies, and will give consultation and advice to the **OWNER** during the performance of their services.

ARTICLE 1: GENERAL

The **ENGINEER** will perform professional planning, design, construction, survey, and land acquisition services in connection with the **Project** as hereinafter stated. As used herein, "Services" shall include **ENGINEER's** services in connection with the **Project**. The **ENGINEER** will proceed with the Services applicable for this **Project** after receiving written authorization from **OWNER** to proceed.

ARTICLE 2: TASK ORDERS

Task Orders shall be used to describe the parties' mutual Agreement on the scope of services, schedule, compensation and other particulars stated therein. Task Orders shall be in the general form shown in attached Exhibit "A". Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3: SCOPE OF SERVICES

ENGINEER shall provide the Services described in Section A (Scope of Services) of each Task Order. The scope for each task shall be established concurrently with schedule and compensation to be included in the Task Order and made a part of this Agreement.

DALTON MUNICIPAL AIRPORT

ARTICLE 4: SCHEDULE

ENGINEER shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order. The schedule for each task shall be established concurrently with scope and compensation to be included in the Task Order and made a part of this Agreement.

ARTICLE 5: COMPENSATION

OWNER shall pay ENGINEER in accordance with Section C (Compensation) of each Task Order. The fee for each task shall be established concurrently with scope and schedule to be included in the Task Order and made a part of this Agreement. Fees shall be based on the ENGINEER's hourly rate schedule included in Exhibit "B" and amended annually by mutual agreement.

ENGINEER shall periodically invoice OWNER for Services rendered. Invoices for services rendered that are funded through Federal or State programs will be due and payable within 15 days of the OWNER receiving the Federal or State funds; provided however that in the event that such funding does not occur then the OWNER shall pay ENGINEER within 180 days from the date of the Invoice. Invoices for services not funded through Federal or State programs will be payable within 15 days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount. If the OWNER fails to make any payment due to ENGINEER on account of their services and expenses within thirty (30) days after receipt of the ENGINEER's bill therefor, the amounts due the ENGINEER shall bear a late charge of 1% per month on the unpaid balance from said thirtieth day, and in addition the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until it has been paid in full all amounts due them on account of their services and expenses.

If this Agreement is terminated upon the completion of the ENGINEER'S Services, progress payments to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Services when the ENGINEER is being compensated on the basis of a lump sum or a percentage of construction cost, the ENGINEER shall be paid for services rendered on the basis of its reasonable estimate of the portion of such phase completed prior to termination. If this Agreement is terminated during any phase of Services when the ENGINEER is being compensated on the basis of payroll times a factor, the ENGINEER shall be paid for services rendered to the date of termination. In the event of any termination, the ENGINEER will be paid for all their reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of Services is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in Article 15 for termination during any phase of their services.

DALTON MUNICIPAL AIRPORT

The payroll costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of fringe benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

Reimbursable expenses shall mean the actual expenses of transportation and subsistence of principals, employees and consultants for the services incidental thereto when traveling in connection with the Project; expenses incidental to obtaining bids or proposals from contractors; expenses of furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project related items; expense of computer time including an appropriate charge for previously established programs.

ARTICLE 6: AUDIT/ACCESS TO RECORDS

The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on FAA Airport Improvement Program or Georgia Department of Transportation projects under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and 40 CFR 30.605, 30.805, and 35.935-7. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) and a copy of the cost summary submitted to the OWNER. The ENGINEER will maintain complete records during the life of the contract and for a period of seven (7) years after completion of the contract. The Federal Aviation Administration, the Comptroller General of the United States, the Georgia Department of Transportation, and the OWNER, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide proper facilities for such access and inspection.

ARTICLE 7: OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

- a) Provide full information as to the OWNER'S requirements for the Project.
- b) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by the ENGINEER to perform its Services.
- c) Guarantee access to and make all provisions for the ENGINEER to enter upon a public and private property as required for the ENGINEER to perform their services under this Agreement.

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- d) Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- e) Provide such legal, accounting and insurance counseling services as may be required for the Project and such auditing service as the OWNER may require ascertaining how or for what purpose any Contractor has used the moneys paid to them under the construction contract.
- f) Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- g) Give prompt written notice to ENGINEER whenever OWNER becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or any defect in the Services of ENGINEER.
- h) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- i) Advise ENGINEER of the identity and scope of services of any independent consultants retained by OWNER to provide services in regard to the project.
- j) Bear all costs incident to compliance with requirements of this Article.

ARTICLE 8: STANDARD OF CARE

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this Agreement applies as hereinafter provided. ENGINEER may employ such qualified and properly licensed sub-consultants, as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not employ any sub-consultant unacceptable to the OWNER. ENGINEER shall be responsible for such sub-consultants and related services performed under this Contract Agreement.

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media produced in connection with the Services.

ENGINEER shall conduct itself according to, and shall abide by, all applicable laws, rules, and regulations and OWNER'S applicable standards of business conduct, including acting ethically, honestly, and with fair dealing in a manner that does not disparage to cause damage or disrepute to the OWNER.

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ARTICLE 9: INDEMNIFICATION AND LIABILITY

Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project and the ENGINEER'S fee for the Services, and in consideration of the promises contained in this Agreement, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

Engineer agrees to indemnify and hold the OWNER harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the ENGINEER'S or its sub-consultant's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and OWNER, they shall be borne by each party in proportion to its own negligence.

The terms and conditions of this Article shall survive the completion of the Services, or any termination of this Agreement.

ARTICLE 10: INSURANCE

The ENGINEER will secure and maintain such insurance as will protect it and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

In addition, the ENGINEER shall secure and maintain General Commercial Liability coverage with policy limits of not less than one million dollars for each occurrence and aggregate and Professional Liability coverage with policy amounts of not less than two million dollars for each per claim and aggregate. Said policies of insurance shall include the OWNER as additional insured, except for professional liability and workers compensation insurance. ENGINEER shall maintain said insurance coverage through the term of this contract and for a period of two years following the termination of this contract. Said insurance coverage shall include an endorsement providing that OWNER shall receive notice of any cancellation of coverage no less than thirty (30) days prior to its effective date. Said coverage shall be written on such policy forms as are acceptable to OWNER. Said coverage shall be underwritten by such insurance companies as are acceptable to OWNER. In the event that ENGINEER subcontracts with a third party sub-consultant to provide services in reference to the contract, the ENGINEER shall require said sub-consultant to comply with the insurance provisions of this Article..

ARTICLE 11: LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for (a) construction means, methods, techniques, sequences, procedure, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ENGINEER, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and code; or (c) procuring permits, certificates, and licenses required for

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any construction unless such procurement responsibilities are specifically assigned to ENGINEER in a Task Order, except as the ENGINEER may discover, within its professional expertise and judgment, upon reasonable review of said contract services and information that said contract services and information are not reasonably accurate or adequate for the Project or does not comply with or conform with the applicable laws, codes or regulations.

ARTICLE 12: OPINIONS OF COST AND SCHEDULE

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s), methods of determining prices, or over competitive bidding or market conditions, its estimates of cost for the Project provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by it.

ARTICLE 13: REUSE OF DOCUMENTS

All documents including, but not limited to, Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall, to the fullest extent permitted by law, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 14: OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by ENGINEER and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER. Any use of the engineering documents, drawings, and specifications by OWNER without the verification and adaptation by ENGINEER shall be at OWNER'S liability and expense.

ARTICLE 15: TERMINATION AND SUSPENSION

This Agreement may be terminated at any time by mutual Agreement of the parties, said Agreement to be evidenced by a written termination letter or Agreement executed by both parties. Either party must provide the other party with written notice of its intent to terminate the Agreement at least thirty (30) days prior notification.

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Additionally, OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon thirty (30) days' written notice to the ENGINEER. ENGINEER shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay ENGINEER for all the Services performed.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16: DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or ENGINEER under this Agreement or any Task Order. ENGINEER shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 17: NOTICES

All notices under this Agreement shall be sent and deemed duly given when posted in first-class mail, postage prepaid to the addresses supplied in writing for such purpose by ENGINEER and OWNER. These addresses may be changed from time to time by written notice to the appropriate party and may include for this purpose e-mail addresses.

ARTICLE 18: DISPUTE RESOLUTION

In the event of a dispute between OWNER and ENGINEER arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or meditation.

Should such negotiation or mediation fail to resolve the dispute, then either party may file a civil action as may be allowed by applicable law. 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

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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.

ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

ENGINEER affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status. It is ENGINEER'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ENGINEER agrees that on the selection of any subcontractor by them or employees that it will not in any way discriminate against any person, company or corporation due to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status.

ARTICLE 20: WAIVERS

A waiver by either OWNER or ENGINEER of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further such breach.

ARTICLE 21: SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 22: INTEGRATION

This Agreement, including Exhibits "A" and "B" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated Agreement between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and Agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 23: SUCCESSORS AND ASSIGNS

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The OWNER and the ENGINEER each binds itself and its partners, successors and assigns to the other party to this Agreement and to the partners, successors and assigns of such other party, in respect to all covenants of this Agreement.

ARTICLE 24: ASSIGNMENT

Neither OWNER nor ENGINEER shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, ENGINEER may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent ENGINEER from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 25: NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and ENGINEER. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

ARTICLE 26: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 27: FEDERAL REQUIREMENTS FOR PROJECTS FUNDED WITH AIP FUNDS

During the performance of this contract, the ENGINEER, for itself, its assignee's and successors in interest (hereinafter referred to as the "ENGINEER") agrees to the Federal requirements as shown in Exhibit "C".

ARTICLE 28: IMMIGRATION REFORM COMPLIANCE REQUIREMENT

During the entire duration of this Agreement, ENGINEER and its subcontractors and sub-consultants shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.

ARTICLE 29: OPEN RECORDS ACT

The ENGINEER acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). ENGINEER shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

ARTICLE 30: JURISDICTION

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The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CITY OF DALTON

By: _____

ENGINEER:

CROY ENGINEERING, LLC



GREGORY D. TEAGUE, P.E.
President

ATTEST:

ATTEST:



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Exhibit "A" Sample Task Order

TASK ORDER NUMBER _____

This Task Order is made as of this ____ day of _____, 20 __, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Task Order applies]

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:

Section B. - Schedule

Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of \$ _____, payable according to the following terms:

DALTON MUNICIPAL AIRPORT

C.2. Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the following terms:

Section D. - Owner's Responsibilities

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER:

ENGINEER:

CITY OF DALTON

CROY ENGINEERING, LLC

By: _____

GREGORY D. TEAGUE, P.E.
President

ATTEST:

ATTEST:

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Exhibit "B" Hourly Rate Schedule

To be issued with each Task Order

Exhibit "C"
Federal Requirements for Projects Funded with AIP Funds

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1. Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2. Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4. Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5. Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6. Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

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Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Application

Required in all contracts and subcontracts.

Reference

49 CFR Part 21
AC 150/5100-15

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Application

Incorporate in all contracts funded under AIP.

Reference

Airport and Airway Improvement Act of 1982, Section 520
Title 49 47123
AC 150/5100-15, Para. 10.c.

3. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **60** days from the receipt of each payment the prime contractor receives from the **Sponsor**. The prime contractor agrees further to

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return retainage payments to each subcontractor within **60** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Sponsor**. This clause applies to both DBE and non-DBE subcontractors.

Application

The contract assurance clause shall be incorporated verbatim. The prompt payment clause represents sample language that meets the requirements of 49 CFR Part 26.29. Recipients should refer to the language included their approved DBE program.

Reference

49 CFR Part 26

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- 4.1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Application

Required in all contracts and subcontracts.

Reference

49 CFR Part 20, Appendix A

5. ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Application

Incorporate into all procurement contracts that funded by AIP funds.

Reference

49 CFR Part 18.36(i)
FAA Order 5100.38

DALTON MUNICIPAL AIRPORT

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Application

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

Reference

49 CFR Part 18.36

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Application

Incorporate into all procurement contracts that funded by AIP funds.

Reference

49 CFR Part 18.36(i)(8)

FAA Order 5100.38

8. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to

DALTON MUNICIPAL AIRPORT

certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Application

Incorporate into all contracts funded by AIP.

Reference

49 CFR Part 30.13

FAA Order 5100.38

9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case,

DALTON MUNICIPAL AIRPORT

the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Application

Incorporate into all procurement contracts that funded by AIP funds that exceed \$10,000.

Reference

49 CFR Part 18.36(i)(2)
FAA Order 5100.38

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Application

Incorporate into all contracts that exceed \$25,000, which funded under the AIP. Incorporate in all contracts for auditing services regardless of the contract amount.

Reference

49 CFR Part 29
FAA Order 5100.38



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7-15-19

Agenda Item: Intergovernmental Agreement Whitfield County

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$45,825 Annually (subject to network price increases)


Funding Source if Not in Budget Departmental Budgets (Public Works:\$13,365; Police: \$22,460; Fire: \$10,000)

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This intergovernmental agreement establishes the authorized use of the countywide radio communication system that was purchased jointly in 2017 by all of the cities and the county using SPLOST 2015 funds.

MEMORANDUM

TO: Mayor and Council of Dalton

FROM: Jason Parker 

DATE: July 15, 2019

SUBJECT: Intergovernmental Agreement with Whitfield County – Countywide Radio Communication System

Please accept this recommendation to approve and sign the IGA with Whitfield County for use and maintenance of the 800 MHz countywide radio system which was purchased jointly by the cities and county using 2015 SPLOST funds. Although the system was purchased jointly, it makes the most sense to locate the daily operations and control of the system with the county by way of its emergency management agency.

- This radio system replaced a 40-year old system that was so dysfunctional that city public safety officers who were in hazardous situations could not conduct critical communications.
- Also covered by the SPLOST was the one-time, \$600K “buy-in” to the Tennessee Valley System, which was facilitated by way of an agreement between Whitfield County and the System
- Implementing the radio system with the Tennessee Valley network cut the cost of the project from \$25 million to \$12 million
- The new system’s performance has far exceeded expectations

Currently, the city’s police, public works, and fire departments have a total of 402 radio units consisting of a combination of handheld portable, and vehicle-mounted configurations. The current annual cost of the per-radio subscriber fee is \$45,285, or about \$115 per radio.

- That fee is paid to the county to reimburse for the license fees paid to the Tennessee Valley Regional Communication System, and it covers maintenance and upgrades to the network.
- It is likely the per-radio fee will increase a small amount from time-to-time
- The fee does not cover work or upgrades on the physical components owned by and located in Whitfield County
- Future upgrades of the network may require correlating upgrades to the local, physical components. If so, Dalton would be required to cover its share
- It is possible that the **number** of per-radio fees may decrease over time since current experience in the field is that both a vehicle-mounted radio, and handheld portable may not be needed in all cases. On a case-by-case basis, the departments may elect not to replace some of the vehicle mounted radios after the useful life is expired.

JP/jp

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHZ P25 PHASE II RADIO SYSTEM ACCESS
FOR PUBLIC SAFETY AND PUBLIC SERVICE RADIO COMMUNICATION
AND USE OF CERTAIN RADIO EQUIPMENT**

This Intergovernmental Agreement ("IGA") is entered into this _____ **day of July, 2019** (the "Effective Date") by and between **Whitfield County, Georgia**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Whitfield County Board of Commissioners ("**County**,") with its principal office at 301 W. Crawford Street, Dalton, Georgia 30720, and the cities of Dalton, Cohutta, Tunnel Hill, and Varnell, Georgia, **all of which are municipal corporations within Whitfield County**, acting by and through their respective governing authorities, hereinafter individually referenced as "Dalton," "Cohutta," "Varnell", and "Tunnel Hill" and collectively referred to herein as the "parties". This IGA is created under the existing laws of the State of Georgia and the Constitution of the State of Georgia.

ARTICLE IX OF THE

RECITALS:

WHEREAS, the COUNTY owns and maintains an 800 MHz P25 Phase II Public Safety and Public Service Radio System ("Radio System") that provides radio communication coverage to areas within the boundaries of Whitfield County; and

WHEREAS, the Radio System provides two-way radio communication infrastructure for portable, mobile, and control station radio equipment; and

WHEREAS, Dalton, Cohutta, Tunnel Hill, and Varnell are governmental entities located in Whitfield County that provide public safety services to its citizens within Whitfield County and which desire to utilize the Radio System for public safety and public service radio communications; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability; and

WHEREAS, Dalton, Cohutta, Tunnel Hill, and Varnell agree to compensate the County for maintenance and operation costs associated with the Radio System, as provided herein, including, but not limited to infrastructure improvements to the existing Radio System; and

WHEREAS, Dalton, Cohutta, Tunnel Hill, and Varnell agree to abide by the

rules and regulations set forth by Part 90 of the Federal Communications Rules and Regulations for public safety and public service radio communications, as well as all other FCC Rules and Regulations; and

WHEREAS, the County and Dalton, Cohutta, Tunnel Hill, and Varnell have determined that this IGA is in the best interests of the health, welfare, and safety of all residents of Whitfield County.

NOW, THEREFORE, for and in consideration of the mutual promises herein, the public purposes, and the acknowledgments and agreements contained herein, together with other good and adequate consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

AGREEMENT

The parties agree that the above and foregoing recitals, background, and agreements are incorporated by reference as fully set forth.

1. Use of the System

1.1 Dalton, Cohutta, Tunnel Hill, and Varnell desire to utilize the Radio System and to establish interagency communication with the County. All parties agree to utilize the Radio System in accordance with federal, state, and County laws, codes, rules, and regulations, and ordinances, including, but not limited to those promulgated by the FCC. Dalton, Cohutta, Tunnel Hill, and Varnell each agree to operate the Radio System in a professional manner and only for official public safety purposes.

1.2 All parties agree to comply with Motorola Software security and programming constraints. Information regarding such constraints may be obtained directly from Motorola.

1.3 Dalton, Cohutta, Tunnel Hill, and Varnell agree to have any of its devices, equipment, or Authorized Subscriber Units (defined below) that cause any disruptions on the Radio System, including any equipment that may be assigned by the County in this IGA, taken out of service and repaired. Dalton, Cohutta, Tunnel Hill, and Varnell shall each be responsible for all repair costs for equipment assigned to it and shall be responsible to the County for any damages to the Radio System arising out of such device, equipment, or unit.

2. Equipment Requirements and Assignment

2.1 The County has previously assigned to Dalton, Cohutta, Tunnel Hill, and Varnell the number and type of radio equipment as set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Assigned Units"). Subject to each city's Usage Fee (defined below), the County will continue to provide the Assigned Units for official use during the term of this IGA. Ownership of all Assigned Units shall remain with the County.

2.2 The County shall not be responsible for purchasing additional radio equipment for Dalton, Cohutta, Tunnel Hill, or Varnell after the initial assignment and acceptance of the Assigned Units described in Exhibit "A." Dalton, Cohutta, Tunnel Hill, or Varnell may, at its sole expense, purchase additional mobile, portable or control station equipment and accessories that will access the County's Radio System; provided that it agrees that it must first obtain County approval as described in Section 3.2 below to ensure compatibility. Dalton, Cohutta, Tunnel Hill, and Varnell each agree that the County is not responsible for any additional equipment purchased by the cities.

2.3 The County may, in its sole discretion, upgrade and/or make other changes to the Radio System. The County will not be responsible for any expenditure, loss or other claim incurred by Dalton, Cohutta, Tunnel Hill, or Varnell and caused by, or attributed to, such upgrades and/or changes to the Radio System. Further, Dalton, Cohutta, Tunnel Hill, and Varnell each agree that it will, at its own expense and within one (1) year of receipt of written notice from the County, comply with any upgrade to its equipment required due either to software upgrades or changes to the Radio System, including, but not limited to, the purchase of new equipment and/or a change in vendor.

2.4 Lost or stolen radios should be reported to Whitfield County Emergency Services immediately so the radio can be reprogrammed remotely to keep the radios system and talkgroups secure. The reporting agency should provide a radio ID, alias, serial number, and last known location. A lost or stolen property report should be completed by the appropriate jurisdiction.

3. System Access

3.1 The County hereby grants separately to Dalton, Cohutta, Tunnel Hill, and Varnell a revocable license to the Assigned Units as well as any additional mobile, portable, and control station units purchased by such city, as described herein, on the Radio System during the term of this IGA ("Authorized Subscriber Units"). The cities collectively agree to limit the number of all subscriber units to the number of Authorized Subscriber Units provided for herein.

3.2 Any party may request authorization to add additional Authorized Subscriber Units by making a formal application with supporting documentation of need to the County's Director of Emergency Services or his or her designee. The application for additional Authorized Subscriber Units shall be reviewed and determined within thirty (30) days of receipt of the formal application; otherwise, the application shall be deemed approved. In addition to any other requirements provided for herein, any equipment accessing the Radio System must meet the specifications and standards established by the Association of Public-Safety Communications Officials ("APCO") and be compatible with the management software and equipment requirements for use with the Radio System, as determined in the sole discretion of the County. The Usage Fee (defined below) associated with those additional units shall be the per unit cost previously calculated and currently in effect for each added unit. Dalton, Cohutta, Tunnel Hill, and Varnell shall be prohibited from selling, assigning, or otherwise transferring its revocable license to use the Radio System, in whole or in part, to any other person or entity.

3.3 The parties all agree that all persons in its jurisdictions operating Authorized

Subscriber Units will be adequately trained in the use of such units on the Radio System and will comply with this IGA, as well as all federal, state, and County laws, codes, rules and regulations, and ordinances, including but not limited those promulgated by the FCC. Further, all parties agree to abide by any rules and regulations regarding the use of the Radio System. Alleged violations of applicable law, code, regulation, ordinance, or this IGA will be reviewed by the County's Director of Emergency Services or his or her designee. Upon finding a violation, the Director of Emergency Services or his or her designee may require the removal of such Authorized Subscriber Unit from the Radio System.

3.4 Dalton, Cohutta, Tunnel Hill, and Varnell each agree to restrict its use of the Radio System to legitimate public safety purposes. The Radio System shall not be used to conduct business, except that which is incidental to legitimate governmental-related purposes.

3.5 The County agrees to maintain the Radio System, use reasonable efforts to respond to questions to facilitate the use of the Radio System by the parties, comply with federal, state, and County laws, rules, and regulations, and to provide notice of any upgrades or early compliance mandates to the Radio System.

4. Infrastructure Maintenance Fees and Terms

4.1 Commencing January 1, 2020, Dalton, Cohutta, Tunnel Hill, and Varnell each agree to pay the County in a timely fashion the yearly Subscriber Fee for each Authorized Subscriber Unit currently accessing the Whitfield County P25 Public Safety Radio System.

4.2 The fees received will be placed in a County account and then payment will then be made to the City of Chattanooga for Subscriber Usage to the Tennessee Valley Regional Communications System. This payment will be for all authorized subscribers to the Whitfield County P25 Public Safety Radio System. These fees are paid to the City of Chattanooga to ensure that overall system services, maintenance, and infrastructure upgrades to the Tennessee Valley Regional Communications System.

4.3 Tennessee Valley Regional Communications System Executive Committee may vote to adjust the yearly Subscriber fee based on the cost to operate and maintain the Radio System. If the TVRCS Executive Committee votes for a fee adjustment, Whitfield County Emergency Services will notify the Authorized Subscribers of the fee change within (60) days of the announcement from TVRCS.

5. License

The County shall hold and maintain a current Federal Communications Commission License to operate the Radio System and operate the Radio System. Further, all use of the shared channels/talk groups shall be subject to the County's license.

6. Agreement Terms and Termination

This IGA shall commence upon the Effective Date provided above and shall continue until July 1, 2025. Unless written notice is provided not less than 30 days prior to the expiration of the Initial Term or the IGA is terminated earlier as

provided herein, this IGA shall automatically renew for consecutive one year terms until terminated by either party by providing at least thirty (30) days written notice to the other party prior to the commencement of any subsequent renewal term; provided that the term of this IGA shall in no event exceed fifty (50) years beginning on the Effective Date.

7. Warranties

The County makes no express or implied representation or warranties with respect to the Radio System or Assigned Units, including without limitation, any warranty as to the merchantability or fitness for a particular purpose. The County shall not be responsible for costs or damages related to cities' access to or use of the Radio System. The Assigned Units may be covered by a warranty from Motorola for a limited period of time, and the County will make reasonable efforts to assist in making claims under that warranty; provided that the County is in no way responsible for the issues related to Assigned Units and shall not be responsible for any maintenance or other costs associated with the Assigned Units or additional equipment.

8. Indemnification; Hold Harmless

8.1 To the extent, allowed by law, Dalton, Cohutta, Tunnel Hill, and Varnell shall each defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified County Party" and collectively the "Indemnified County Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of use of the Radio System or Assigned Units. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified County Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified County Party, by any employee of Dalton, Cohutta, Tunnel Hill, and Varnell, its contractor, anyone directly or indirectly employed by Dalton, Cohutta, Tunnel Hill, and Varnell or cities of Dalton, Cohutta, Tunnel Hill, and Varnell contractor or anyone for whose acts Dalton, Cohutta, Tunnel Hill, and Varnell or contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Dalton, Cohutta, Tunnel Hill, and Varnell or any of cities the contractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligation to indemnify, defend, and hold harmless the Indemnified County Party(ies) shall survive expiration or termination of this IGA provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

8.2 To the extent, allowed by law, County shall each defend, indemnify and hold harmless Dalton, Cohutta, Tunnel Hill, and Varnell and cities of Dalton, Cohutta, Tunnel Hill, and Varnell's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified User Party" and collectively the "Indemnified User Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not

limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of operations by the County, any County contractor, anyone directly or indirectly employed by the County or County contractor or anyone for whose acts the County or County contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified User Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified User Party, by any employee of the County, its contractor, anyone directly or indirectly employed by the County or County contractor or anyone for whose acts the County or County contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the County or any County contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the indemnified User Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

9. Insurance

All parties hereto shall each have and maintain during the term of this IGA commercially reasonable sufficient insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with its (respective) performance of this IGA. All policies shall be subject to approval by the County, which approval shall be provided in the County's sole discretion.

10. Assignment

No party shall assign any right or obligation under this IGA.

11. Force Majeure

No party, nor their respective employees or agents, shall be liable for its respective nonnegligent or non-willful failure to perform any of its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its reasonable control; (b) any act of God; (c) earthquake, fire, explosion or flood; (d) strike or labor dispute; (e) delay or failure to act by any governmental or military authority other than the governmental entity claiming a force majeure under this paragraph; or (f) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such an event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

12. Entire Agreement

This IGA and the Exhibits hereto which are incorporated herein by this reference constitute the entire agreement and supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this IGA. No other agreement, statement, or promise relating to the subject matter of this IGA not contained in this IGA shall be valid or binding. This IGA may be modified or amended only by a written instrument signed by a duly authorized representative of

each of the parties. The terms of this IGA shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder. The parties acknowledge that this IGA, as it may be amended as provided herein, shall be incorporated as part of any Service Delivery Strategy Agreement entered into between the parties subsequent to the date of this IGA.

13. Public Procurement Requirements

The parties agree that any procurement related to this IGA will be completed in full compliance with all bidding requirements of the State of Georgia and County purchasing a policy.

14. Authority

Each of the individuals executing this IGA on behalf of his or her respective organization agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

15. Records

Each party shall maintain records relating to matters covered by this IGA as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this IGA.

16. Interpretation

The parties hereto have cooperated in the preparation of this IGA, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

17. Notice

All notices, requests, demands, writings, or correspondence, as required by this IGA, shall be in writing and shall be deemed received, and shall be effective, when:
(1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Mark Gibson, County Administrator
Whitfield County Board of Commissioners
301 W. Crawford Street
Dalton, Georgia 30720

NOTICE TO THE CITIES shall be sent to

Jason Parker, City Administrator, City of Dalton

Mike Brown, City Administrator, City of Varnell

Blake Griffin, City Administrator, City of Tunnel Hill

Ron Shinnick, Mayor, Town of Cohutta

18. No Third Party Rights

This IGA is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone, not a party to this IGA to maintain an action pursuant to the terms or provisions of this IGA.

19. Waiver

No failure by either party to enforce any right or power granted under this IGA, or to insist upon strict compliance with this IGA, and no custom or practice at variance with the terms and conditions of this IGA shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this IGA. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

20. Successors and Assigns

Subject to the provision of this IGA regarding assignment, this IGA shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this IGA without the prior written approval of the other party.

21. Captions and Severability

The caption or headnote on articles or sections of this IGA are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending position of the IGA should be severed, and the remainder of this IGA shall remain in full force and

effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this IGA if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

22. E-Verify and Title VI

The parties agree that they will comply with all applicable E-Verify and Title VI requirements, and any contracts let related to this IGA shall contain all required E-verify and Title VI requirements under applicable law.

23. Counterparts

This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by duly authorized representatives as of the date of their signatures.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY: WHITFIELD COUNTY

BY: _____

Its: _____

Date: _____

[COUNTY SEAL]

Attest: _____

Its: County Clerk

City of Dalton

BY: _____

Its: _____

Date: _____

[CITY SEAL]

Attest: _____

Its: City Clerk

City of Cohutta

BY: _____

Its: _____

Date: _____

[CITY SEAL]

Attest: _____

Its:: City Clerk

City of Tunnel Hill

BY: _____

Its: _____

Date: _____

[CITY SEAL]

Attest: _____

Its: City Clerk

City of Varnell

BY: _____

Its: _____

Date: _____

[CITY SEAL]

Attest: _____

Its: City Clerk

Exhibit A

[illegible]

IGA
Exhibit A[illegible]

IGA
Exhibit A

[illegible]

Exhibit A

[illegible]

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Exhibit A

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Exhibit A

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IGA
Exhibit A

[illegible]

IGA
Exhibit A

[illegible]



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/15/2019

Agenda Item: Windstream Contract

Department: Technology

Requested By: Darin Waldrop

Reviewed/Approved by City Attorney? Yes

Cost: \$19,200 / Annually

Funding Source if Not in Budget Current Year IT Capital Outlay / Subsequent years
Computer Software Support

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Contract to install point to point fiber optic connection between City Hall and Police Department. This connection will provide segregated backup and disaster recovery interface for the City's Server infrastructure.

Service Location Listing - Monthly Recurring Charges

Primary Billing Account

City Hall, #209546939

Quote #

1836004

Company Representative

Anthony Billera

Rep ID

e0183536

Effective Date

06/14/2019

MMF

\$0.00

| Location Name & Service Address | Data | Total |
|--|------------|------------|
| City Hall 300 W WAUGH ST, DALTON, GA 30720-3143 | \$1,600.00 | \$1,600.00 |
| Police Dept. 301 JONES ST, DALTON, GA 30720-3462 | \$0.00 | \$0.00 |
| Total | \$1,600.00 | \$1,600.00 |

Customer Name

| | | | |
|------------------------|-----------------------|---------------------------|-----------------------------|
| Customer Name | City Hall, #209546939 | Proposal / Quote ID | 1836004 |
| Install Street Address | 300 W WAUGH ST | City, State, Zip, Country | DALTON, GA, 30720-3143, USA |
| Opportunity ID | 2027601 | Service Order Type | Renewal/Upsell |
| Contract Term | 36 | Effective Date | 06/14/2019 |

| | Included | Total Qty | Price/Unit | Total Price |
|-----------------------|----------|-----------|------------|-------------------|
| Point to Point | | | | |
| Point to Point | -- | 1 | \$1,600.00 | \$1,600.00 |
| Z Location | -- | 1 | \$0.00 | \$0.00 |
| A Location | -- | 1 | \$0.00 | \$0.00 |
| Total Features | | | | \$1,600.00 |

| Other Charges (Non-Recurring) | Included | Total Qty | Price/Unit | Total Price |
|--|----------|-----------|------------|---------------|
| Point to Point | | | | |
| A Location | -- | 1 | \$0.00 | \$0.00 |
| Point to Point | -- | 1 | \$0.00 | \$0.00 |
| Z Location | -- | 1 | \$0.00 | \$0.00 |
| Total Other Charges (Non-Recurring) | | | | \$0.00 |

| Total Location Solution | Total Price |
|---|-------------------|
| Total Location Monthly Recurring Charges | \$1,600.00 |
| Total Location Non-Recurring Charges | \$0.00 |

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

| Total Solution | Total Price |
|--|-------------------|
| Total Monthly Recurring Charges | \$1,600.00 |
| Total Non-Recurring Charges | \$0.00 |
| Minimum Monthly Fee | \$0.00 |

Service Information

CUSTOMER

Signature: _____

Printed Name: Darin waldrop

Title: _____

Date: _____

WINDSTREAM

Signature: _____

Printed Name: David Emig

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 29th day of July, 2019 .



WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/performance maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. DocuSign Envelope ID: F6B1EE0C-4E0D-4974-889E-5BD8C212B866 Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.
- a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.
- b. **HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.
10. **Termination.** Either party may terminate this Agreement by providing at least forty-five (45) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
- a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
- b. **Post-Installation - IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.**
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13 DocuSign Envelope ID: F6B1EE0C-4E0D-4974-889E-5BD8C212B866 **HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.**

14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.

15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** **THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE.** This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies

16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:
Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:
WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

For OfficeSuite UC® Fax Services only:

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.



WINDSTREAM COLOCATION SERVICES SCHEDULE

In addition to the Windstream Service Terms and Conditions ("Terms and Conditions"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the services identified in Customer's proposal ("Colocation Services"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Terms and Conditions. In the event of a conflict between this Schedule and the Terms and Conditions, this Schedule shall control with respect to the Colocation Services. The parties agree as follows:

1. **Term; Renewal; Extended Term.** This Schedule is effective as of the execution of the Agreement between WIN and Customer, and will continue for the term set forth in the proposal from the date on which the Colocation Services are installed (the "Term"). Upon expiration of the Term, the Schedule shall renew as described in Section 1 of the Terms and Conditions.
2. **Customer Area and Customer Equipment.** Customer is granted a license pursuant to the Terms and Conditions and this Schedule to use designated locations ("Customer Area") within the data center or shared colocation space specified in the proposal ("Data Center") to install, maintain, use, operate, monitor, repair and replace equipment, tools, devices, supplies and materials owned by, leased to or otherwise provided by Customer (collectively, the "Customer Equipment"). Customer is solely responsible for the maintenance and operation of Customer Equipment. Customer may not use the Customer Area for any purpose other than as disclosed to and permitted by WIN and shall use the Customer Area in accordance with the WIN Colocation Rules, Equipment Standards and Pricing, which will be provided to Customer, and may be amended from time to time. Customer acknowledges and agrees that it is not granted, and specifically disclaims, any possessory, leasehold, or other real property interest in the Customer Area, the Data Center, or any other portion of the building or premises in which the Data Center is located. Customer has no rights whatsoever under WIN's lease, sublease, or license for the Data Center. Customer shall (i) configure the Customer Equipment according to the technical specifications reasonably provided by WIN, (ii) maintain any necessary licenses associated with the Customer's Equipment and (iii) be responsible for the proper maintenance, repair and operation of the Customer Equipment unless WIN specifically agrees in writing to perform certain maintenance, repair and operation functions on Customer's behalf at rates to be agreed upon by the parties. WIN has no responsibility to obtain from Customer's licensees necessary licenses or consents to monitor or access Customer Equipment to perform the Colocation Services. Customer is responsible for purchasing and maintaining all manufacturer warranties, updates, patches, upgrades and service plans reasonably required to ensure that the Customer Equipment remains in working order through the Term, and WIN shall not be responsible for any delay or failure by Customer to purchase or maintain such coverage. Customer is solely responsible for insuring the Customer Equipment with coverage consistent with industry standards; WIN has no obligation to insure any Customer Equipment, whether or not housed in the Data Center. Upon twenty (20) days' prior written notice, or in the event of an emergency, such notice as is reasonable, WIN may require Customer to relocate the Customer Equipment; provided, however, the site of relocation shall afford comparable environmental conditions and comparable accessibility to the Customer Equipment. Customer shall not be required to pay for the cost of improving the Data Center (or Customer Area within the same Data Center) to which the Customer Equipment may be relocated. However, Customer shall be responsible for all costs associated with the relocation of the Customer Equipment in the event said relocation is: (i) required by the owner or management of the building in which the Data Center is located; (ii) due to structural damage to the Data Center caused by force majeure; (iii) due to power or HVAC requirements exceeding Customer's original allocation; or (iv) due to expansion of Customer's service requirements. Customer shall remove all Customer Equipment from the Data Center within ten (10) days of termination, or WIN shall store the Customer Equipment and charge Customer storage costs, or dispose of the Customer Equipment as described in Section 5 herein.
3. **Rights and Obligations of the Parties.**
 - a. **Access Control.** Customer will provide a list of permitted individuals ("Access List") to WIN. WIN shall have the right to limit Customer's access to the Data Center solely to the individuals that are specified on the Access List. If WIN receives conflicting Access Lists from different Customer representatives, WIN shall comply with the last Access List that was provided by Customer. Customer shall release, indemnify, defend and hold WIN harmless from and against any exposure, lawsuits, claims, demands, and liability for complying with the most recent Access List provided to WIN by Customer.

use of the Customer Area for the purpose of installing, operating, repairing, maintaining, replacing and removing Customer Equipment. Customer may not and shall not permit others, including its employees and agents, to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any Colocation Services, unless expressly permitted by this Schedule. Other than as specified in this Schedule, no license, title, or right is granted or transferred to Customer in or to any service marks, trademarks, copyrights, patents, trade secrets, or any other intellectual property rights of WIN ("Proprietary Information"), and Customer shall not have any right to use any Proprietary Information, or any WIN software or hardware. Customer may not, directly or indirectly, resell, or permit the resale of, cabinet space, the Customer Area, or any custom floor or equipment space within the Data Center, or roof space associated with the Data Center premises, without WIN's prior written consent which may be withheld in WIN's sole and exclusive discretion. Customer may not directly connect Customer Equipment with equipment of a third-party within the Data Center or any other WIN facility without the prior written consent of the WIN. WIN reserves the right to take any action necessary to prevent harm to the Colocation Services, Data Center, WIN space, personnel, or WIN's property (and that of its affiliates, vendors and customers) or other persons. In no event shall WIN be responsible or liable if Colocation Services are lost or damaged as a result of changes made by Customer or as a result of WIN making specific changes to the Colocation Services at the request or direction of Customer; Customer shall be responsible for all liability incurred for loss or damage resulting from such changes.

- c. **Cooperation.** Customer shall reasonably, timely and in good faith cooperate with WIN and WIN's designees and agents to facilitate WIN's performance of the Colocation Services and shall provide WIN with reasonable access to necessary information, including system and platform designs, network architecture, IP addresses, hardware and software specifications ("Customer Information"), to provide the Colocation Services. It is essential to WIN's performance hereunder that WIN has reasonable access to Customer Information and Customer acknowledges and agrees that a degradation in the performance of the Colocation Services may result if Customer fails to provide the Customer Information. If Customer modifies its Customer Information or Customer Equipment in a manner that necessitates a change to the Colocation Services, then Customer shall pay for the time and materials that WIN incurs to troubleshoot, modify, and make repairs necessary to adapt to Customer modifications.
- d. **Customer Security.** Customer agrees to use reasonable security precautions in connection with the use of the Colocation Services (including encrypting any information that is subject to legal or regulatory security requirements, as well as encrypting any Protected Health Information ("PHI"), as that term is defined by HIPAA and/or its implementing regulations, that is transmitted to or from, or stored by Customer on, the services or storage devices used by Customer) and require its customers and end users to use appropriate security precautions. Customer is responsible for the security of the Customer Equipment. Customer shall be responsible for unauthorized use of the Colocation Services by any person, unless such unauthorized use results from WIN's failure to perform its obligations hereunder. Upon request by Customer and as required for HIPAA compliance, WIN may agree to execute the WIN Business Associate Agreement with Customer to address WIN's obligations with regard to Customer's PHI.
- e. **Damage to WIN's Facilities.** WIN shall repair, or cause to be repaired, at Customer's own cost, any and all damage to WIN's facilities including WIN's Data Center, buildings, grounds, equipment and furniture, caused by Customer or employees or agents of Customer. Customer shall notify WIN immediately of any and all damages. All costs incurred by WIN, as determined by WIN, for such repairs shall be repaid by Customer by cash payment upon demand.
- f. **Termination of Customer Equipment.** Customer shall be responsible for termination to the Customer Equipment of the circuits provided by WIN. Use of a one hundred and twenty (120) volt AC convenience outlet for the occasional operation of test equipment shall be provided by WIN at no cost to Customer. WIN will provide Customer with electrical power as set forth in the proposal, as required for the Customer Equipment at each switch site; however, Customer shall be responsible for all costs associated with: (i) adding or modifying AC electrical units, (ii) termination of negative forty-eight (48) volt DC circuits, and (iii) installation of Customer apparatus needed to power the Customer Equipment, subject to WIN's prior approval. Forty-eight (48) volt circuits shall be served from WIN's forty-eight (48) volt battery strings during periods of commercial power failure and generator testing. Customer will provide such information regarding power needs as may be reasonably requested by WIN, including, but not limited to, required leads and fuse capacity.

4. **Documents Incorporated by Reference; Order of Priority.** The proposal and any executed addendum or modification to this Schedule are incorporated and made a part hereof as if fully set forth herein. With respect to the Colocation Services only, in the event of any conflict or inconsistency between the Terms and Conditions and this Schedule, the provisions of this Schedule shall control. In the event of any conflict between the provisions of this Schedule and the documents incorporated by reference in this Schedule and the Terms and Conditions, the documents will govern in the following order and priority: (i) proposal, (ii) applicable thirty party terms and conditions, (iii) this Schedule, (iv) the Terms and Conditions, and (v) the AUP and Privacy Policy.
5. **Termination; Remedies.** The rights and remedies described in Section 10 of the Terms and Conditions shall apply in the event of a material breach of this Schedule. In addition to such rights and remedies, in the event of a material breach of this Schedule by Customer, WIN may, without liability and without notice beyond the initial notice required in Section 10 of the Terms and Conditions: (i) suspend or discontinue Colocation Services ordered under any proposal or WIN's performance under this Schedule or the Terms and Conditions, (ii) collect liquidated damages as set forth in Section 11 of the Terms and Conditions, (iii) treat as abandoned, dispose of, or retain and use, free of any rights or claims thereto from Customer or anyone claiming by, through, or under Customer, any or all of the Customer Equipment after Customer has been notified of its material breach and failed to promptly cure such breach, and then only after twenty (20) calendar days prior written notice to Customer, and (iv) restrict Customer's physical and electronic access to the Data Center and Customer Equipment except for the limited purpose of removal of the Customer Equipment after payment in full of any and all amounts owed to WIN. In the event of suspension or discontinuance of Colocation Services due to a material breach by Customer, Customer shall continue to be liable for all fees and charges for any Colocation Services that are still in use by Customer and, in addition to all other fees due and payable, agrees to pay WIN's then-current reinstallation fee. WIN shall have no liability for any damages that Customer may incur as a result of any suspension or discontinuance of Colocation Services. Notwithstanding the foregoing, all of Customer's rights with respect to the Colocation Services shall be terminated during any period of suspension. Further, in the event Customer terminates this Schedule for any reason other than for cause, Customer shall pay WIN the liquidated damages as set forth in Section 11 of the Terms and Conditions; Customer shall pay to WIN an amount equal to one hundred percent (100%) of the MRCs remaining for the terminated Colocation Services, regardless of whether usage falls below fifty percent (50%) of the original contracted rate. Each remedy of WIN as provided for in this Section 5 shall be cumulative and concurrent and shall be in addition to every other remedy provided for in this Schedule or the Terms and Conditions.
6. **Indemnification.** IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 12 OF THE TERMS AND CONDITIONS, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD WIN HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR ARISING OUT OF ANY CLAIM BROUGHT BY OR AGAINST WIN ALLEGING (I) ANY DAMAGES ARISING FROM THE CUSTOMER EQUIPMENT, CUSTOMER'S BUSINESS OR CUSTOMER'S USE OF THE COLOCATION SERVICES OR CUSTOMER CONTENT, OR (II) ANY DAMAGE OR DESTRUCTION TO A DATA CENTER OR EQUIPMENT, HARDWARE, SOFTWARE, MACHINERY, TOOLS AND DEVICES OWNED, LEASED OR LICENSED TO WIN AND LOCATED IN A DATA CENTER OR ON THE CUSTOMER'S PREMISES (COLLECTIVELY, "WIN EQUIPMENT") OR THE EQUIPMENT OF ANY OTHER WIN CUSTOMER BY CUSTOMER OR ITS REPRESENTATIVES OR DESIGNEES.

7. **Confidentiality.**

include, but is not limited to, this Schedule and the Terms and Conditions, physical security systems, specialized recovery equipment, audit and security reports, server configuration designs, technical and financial plans and information, strategic information, specifications, drawings, prices, costs, customer names or information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, the disclosing party and also includes the fact that such information has been provided. Confidential Information does not include any information: (i) publicly disclosed by the disclosing party; (ii) the disclosing party authorizes the receiving party in writing to disclose without restriction; (iii) the receiving party already knows at the time it is disclosed, without an obligation to keep it confidential; (iv) the receiving party lawfully obtains from any source other than the disclosing party, provided that such source lawfully disclosed such information; and (v) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

- b. Protection of Confidential Information - Each party shall: (i) maintain the confidentiality of the Confidential Information of the other party; (ii) use the same care to prevent disclosure of the Confidential Information of the other party to third parties as it employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care; and (iii) use the Confidential Information of the other party solely for the purposes of performing its obligations under this Schedule.
- c. Disclosure - Each party may disclose Confidential Information of the other party to its employees, officers, agents, and subcontractors who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legal duty to protect the Confidential Information. The receiving party assumes full responsibility for the acts and omissions of its employees, officers, agents, and subcontractors with respect to such Confidential Information. In the event of any disclosure or loss of Confidential Information, the receiving party shall notify the disclosing party as soon as possible, as permitted by applicable law.
- d. Injunctive Relief - Each party acknowledges that any breach of any provision of this Section 7 by either party, or its employees, officers, agents, or subcontractors, may cause immediate and irreparable injury to the other party, and in the event of such breach, the injured party shall be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.
- e. Return of Confidential Information - Unless it is expressly authorized by the disclosing party, the receiving party shall promptly return or destroy, at the disclosing party's option and request, any Confidential Information received from the disclosing party, including materials prepared in whole or in part based on such Confidential Information to the extent it contains Confidential Information, and all copies thereof.

8. **Miscellaneous.** (a) Survival: In addition to the provisions noted in Section 16(j) of the Terms and Conditions, Sections 6 and 7 of this Schedule shall survive after the Schedule ends; (b) Independent Contractor: Neither this Schedule nor any actions in the fulfillment of this Schedule or provision of Colocation Services hereunder will create a partnership or joint venture between Customer and WIN. Further, neither party shall have the right to bind the other; (c) Effect: Other than as amended by the additional terms and conditions for Colocation Services set forth herein, the Terms and Conditions shall remain unchanged and in full force and effect. For the avoidance of doubt, the provisions herein are in *addition to*, and not in lieu of, the Terms and Conditions.

Representative:Anthony Billera

Representative Phone:706-428-2283

| CUSTOMER INFORMATION | |
|--------------------------------|----------------------|
| Customer Name:City Hall | Tax Exempt Status: |
| Federal Tax ID or SS Number: | EMR: \$1,600.00 |
| Billing Address:300 W WAUGH ST | Years In Operation: |
| | Number Of Employees: |
| City:DALTON | |
| State:GA | Business Structure: |
| Zip: 30720-3143 | Nature Of Business: |

| PARENT COMPANY (If Applicable) | |
|--------------------------------|-------------|
| Company Name: | |
| Address: | |
| City: | State: Zip: |

| CUSTOMER CONTACT INFORMATION | |
|--------------------------------------|-------------------|
| Contact Name:Darin Waldrop | AP Contact Name: |
| Contact Phone:(706) 278-9500 | AP Contact Phone: |
| Contact Fax:(706) 529-2506 | AP Contact Fax: |
| Contact Email:dwaldrop@daltonga.gov | AP Contact Email: |
| Principal/Partner/Officer Full Name: | Title: |

| BANK REFERENCE | |
|----------------|---------------------|
| Bank Name: | |
| Address: | Bank Contact Name: |
| City: | Bank Contact Phone: |
| State: | Bank Contact Fax: |
| Zip: | Account Number: |

| TRADE REFERENCES | | | | |
|----------------------|----------------|---------------------|-----|---------|
| Vendor | Account Number | Phone | Fax | Contact |
| 1. | | | | |
| Address: | | | | |
| 2. | | | | |
| Address: | | | | |
| 3. | | | | |
| Address: | | | | |
| Current Local Telco: | | Current LD Carrier: | | |

| Authorization | Accepted By Customer |
|--|----------------------|
| I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms. | Signature: |
| | Printed Name: |
| | Title: |
| | Date: |

Private Line Jurisdictional Traffic Certification

Customer Name: _____

Customer Address: 300 waugh St Dalton, GA 30720

Contact Person: Darin waldrop

Contact Person's Telephone Number: 706-278-9500

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

☒ Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered “intrastate” or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.

☐ Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered “interstate”. Example includes: a circuit from a manufacturing plant in one state to a main office in another state.

☐ Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com

☐ The circuits are exempt from federal Universal Service Surcharges (“FUSF Surcharge”) because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
4. If, at any time, the Customer's information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: _____

Name (Print): Darin waldrop

Title (Print): _____

Date: _____

Please Return this page to:

Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification

OR

Email to: wci.regulatory@windstream.com

MITCHELL & MITCHELL, P.C.

ATTORNEYS AT LAW

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(1895 – 1970)
DOUGLAS W. MITCHELL, JR.
1923 – 1984)
NEIL WESTER
(1944 – 2006)

June 17, 2019

Darin Waldop
IT Director
City of Dalton

RE: Changes to Windstream contract and referenced Service Terms and Conditions

Dear Darin:

I have reviewed the above-referenced contract and have the following suggested points of information or changes:

- 1.) Section 1 of Service Terms - the City should note that term of contract is one year with auto-renewal and Windstream may increase the monthly rate upon renewal.
- 2.) Section 2 of Service Terms - the City should note that Windstream may increase the monthly rate upon 30 days notice.
- 3.) Section 4 of Service Terms – the City should note that any charge disputes must be made within 60 days of invoice or claim is waived.
- 4.) Section 10 of Service Terms – the City should note that notice of 45 days is required to prevent auto-renewal at end of term.
- 5.) Section 10 of Service Terms – the City should note that Windstream may cancel contract with 60 days notice after installation.
- 6.) Section 11 of Service Terms – the contract provides for early termination fee equal to the monthly contract fee times the number of months remaining on contract as liquidated damages. I recommend that this provision be deleted.
- 7.) Section 12 of Service Terms – the contract provides for the City to indemnify Windstream in the last sentence of this section. This provision must be deleted as a violation of Georgia law.

Please note that the review does not include the language regarding the optional services as the Proposal does not include providing those services.

Items 6 and 7 are of particular interest and I recommend those items being deleted. Should you need any additional information or clarification of these recommended changes please feel free to contact my office.

Sincerely,

MITCHELL & MITCHELL, P.C.



G. Gargandi Vaughn