



**MAYOR AND COUNCIL MEETING  
MONDAY, JULY 19, 2021  
6:00 PM  
DALTON CITY HALL**

**AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Must Complete Public Commentary Card Prior to Speaking)*

**Special Recognitions:**

1. Police Department Traffic Enforcement Officer of the Year Recognition

**Minutes:**

2. Mayor and Council Minutes of July 6, 2021

**Unfinished Business:**

3. Second Reading - Ordinance 21-12 to Declare, Authorize, and Approve Residential Nuisance Property Abatement Through Administrative Process In Lieu of Judicial Process in Certain Circumstances
4. Second Reading - Ordinance 21-13 of the Unified Zoning Ordinance- Proposed Text Amendments for Accessory Structures, Townhouses, Procedures Regarding Rezoning Withdrawals, Small Animals, and Microbreweries

**New Business:**

5. CDBG Sub-Recipient Agreements for City of Refuge, Boys & Girls Club, Dalton Housing Authority, Northwest Georgia Family Crisis Center and Latin America Association
6. Police Department Lease Agreement for Copier Equipment with Jarrett Business Machines
7. DCA Local Government Approval Form for Northwest GA Family Crisis Center for 2021 Emergency Solutions Grant Program
8. Reappointment of Brian Wright to the Development Authority

**Supplemental Business**

**Adjournment**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** July 19, 2021

**Agenda Item:** Police Department Traffic Enforcement Officer of the Year Recognition

**Department:** Police

**Requested By:** Assistant Chief Crossen

**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:**

Recognition of the Dalton Police Department's Traffic Enforcement Officer of the Year

# Certificate of Appreciation

## Traffic Enforcement Officer of the Year

This certificate is awarded to

**William Mefford**

The Dalton Police Department and the citizens of Dalton thank you for improving traffic safety by vigorously enforcing laws against unsafe driving practices, educating the motoring public, and your own personal continued traffic enforcement education During 2020.

Captain Barry Woods



Date

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JULY 6, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney Terry Miller.

CALLED TO ORDER

The Mayor called the meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of June 21, 2021.

On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

SPECIAL RECOGNITION – DEREK WAUGH

The Mayor and Council recognized Council Member Derek Waugh for his Service to the City of Dalton with a plaque. Waugh resigned from his seat and will be moving out of Dalton to become the Athletic Director at Marist High School (Atlanta) Georgia.

DALTON AIRPORT - GEORGIA DEPARTMENT OF TRANSPORTATION – CRRSA

The Mayor and Council reviewed the Agreement for The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) between Georgia Department of Transportation and City of Dalton for Dalton Municipal Airport for a grant eligibility of \$23,000.00 with no City match. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the agreement which outlines funding eligibility and the process of submitting invoices. The vote was unanimous in favor.

RESOLUTION 21-06 – ARPA GRANT FUNDS

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council adopted Resolution 21-06 authorizing the Chief Financial Officer (CFO), City Administrator and Mayor to Execute Certain Documents Required to Accept Local Recovery Assistance Funds Under the American Rescue Plan Act and For Other Purposes. The vote was unanimous in favor.

ORDINANCE 21-10 – REZONING REQUEST – JOSE MORALES

The Mayor and Council reviewed the request of Jose Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.40 acres located at 716-720 N. Hamilton Street/E. Long Street. Parcels (12-200-17-004, 12-200-17-006, 12-200-200-007). On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the request. The vote was unanimous in favor.

ORDINANCE 21-11 – NORWOOD ET AL ANNEXATION

The Mayor and Council reviewed Ordinance 21-11 regarding the request of Norwood Et Al to annex a tract of land totaling 2.0 acres located at 2100 Cleveland Highway into the City of Dalton. Parcel (12-126-06-001). On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the annexation. The vote was unanimous in favor.

FIRST READING - ORDINANCE 21-12 NUISANCE PROPERTY ABATEMENT PROCESS

The Mayor and Council held a first reading of Ordinance 21-12. Public Works Director Andrew Parker stated the ordinance will Declare, Authorize, and Approve Residential Nuisance Property Abatement through Administrative Process In Lieu of Judicial Process in Certain Circumstances.

FIRST READING - ORDINANCE 21-13 AMENDING THE UNIFIED ZONING ORDINANCE

The Mayor and Council held a First Reading - Ordinance 21-13 Amending the Unified Zoning Ordinance. NWGA Planning Commission's Assistant Planning Director Ethan Calhoun stated the proposed text amendments is for accessory structure, town houses, procedure regarding rezoning withdrawals, small animals and microbreweries.

APPOINTMENT OF CITY ADMINISTRATOR

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council named Public Works Director Andrew Parker as the next City Administrator of the City of Dalton effective August 12, 2021. The vote was unanimous in favor.

Mayor and Council  
Minutes  
Page 3  
July 6, 2021

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was  
Adjourned at 6:24 p.m.

---

Bernadette Chattam  
City Clerk

---

David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 07/19/2021

**Agenda Item:** Second Reading of Ordinance No. 2021-12 to Declare, Authorize, and Approve Residential Nuisance Property Abatement Through Administrative Process In Lieu of Judicial Process in Certain Circumstances

**Department:** Public Works

**Requested By:** Andrew Parker

**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:**

This ordinance would allow for an administrative process to be put in place regarding the abatement of residential nuisance properties (as per Sec. 22-421 and 22-422 of City Code) in lieu of a formal judicial process in certain circumstances.

The ordinance would provide administrative authority to be designated to the City Administrator and Public Works Director to abate nuisances if the following limited conditions have been met:

- 1 – the subject tract or parcel is a residential dwelling unit or structure;
- 2 – all interested persons in the tract of real estate have consented and agreed to the demolition and clearing of the property
- 3 – all interested persons in the subject property have agreed to pay the City for the landfill tipping fees and any environmental testing and abatement expenses.

This process would provide cost savings to the City for reducing the legal fees to pursue action through the court system and allow for more expedient correction of the ongoing nuisance.

ORDINANCE  
(NO. 2021-12)

AN ORDINANCE TO DECLARE, AUTHORIZE, AND APPROVE RESIDENTIAL NUISANCE PROPERTY ABATEMENT THROUGH ADMINISTRATIVE PROCESS IN LIEU OF JUDICIAL PROCESS IN CERTAIN CIRCUMSTANCES; TO MAKE FINDINGS OF FACT, AUTHORIZE ACTION OF THE ADMINISTRATOR OR DIRECTOR OF PUBLIC WORKS TO DEMOLISH AND CLEAR PRIVATE PROPERTIES IN LIMITED CIRCUMSTANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City by its governing authority has heretofore found that within the city limits of the City of Dalton there is the existence or occupancy of dwellings or other buildings or structures that are unfit for human habitation or use and not in compliance with applicable state minimum standard codes relative to safe use of real estate property and real property improvements or general nuisance law and which constitute a hazard to the health, safety, and welfare of the people of the city and State and where a public necessity exists for repair, closing, or demolition of such dwellings, buildings, or structures; and

WHEREAS, the City by its governing authority has heretofore found that in the city there is in existence a condition of real estate which renders unsafe or is inimical to safe human habitation, and that such use is dangerous and injurious to the health, safety, and welfare of the people of the city, and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation and which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or other conditions exist rendering such dwellings, buildings or structures unsafe or unsanitary or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of residents of the city; or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed; and private property exists constituting an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity of the property; and

WHEREAS, the City has heretofore adopted nuisance abatement procedures in accordance with O.C.G.A. §41-2-1 et. seq. which include Revised Code Section 22-421 and 22-422; and

WHEREAS, there are limited circumstances in which all property interest holders of a tract or parcel of real estate where nuisance abatement is proper agree with the City to grant



easement and consent to nuisance abatement up to and including demolition and clearance of the tract or parcel of real estate and payment of various costs of the City therein; and

WHEREAS, such agreements between the City and the private property interest holder are in the interest of the public health, safety, and welfare inasmuch as they reduce the delay in implementing the nuisance abatement and avoid the cost to the City of undertaking the judicial process;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same IT IS ORDAINED as follows:

-1-

It is the policy of the City of Dalton to allow for administrative abatement of such nuisances through action of the City Administrator and the Department of Public Works where the following limited conditions and circumstances have been met:

- i) the subject tract or parcel of real estate is a residential dwelling unit or structure;
- ii) all interested persons in the tract or parcel of real estate as defined in Rev. Code Section 422 have consented and agreed to demolition and clearing of the subject property by the City; and
- iii) all interested persons in the subject property have agreed to pay to the City the City's landfill tipping fees and any environmental testing and abatement.

-2-

In those limited circumstances described in Section 1, the City Administrator or the Director of Public Works, as the case may be, shall be authorized to make and enter into on behalf of the City of Dalton, a Demolition Agreement and Consent with the interested property owners and undertake the project provided there exist a funded budget to perform such project or projects.

-3-

This Ordinance shall be cited as Rev. Code of the City of Dalton Section 22-423.

-4-

All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

-5-

This Ordinance shall be effective after adoption by the Mayor and Council of the City of Dalton and it being published in two (2) public places for five (5) consecutive days thereafter.

So ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/19/2021

**Agenda Item:** **Second Reading of the Unified Zoning Ordinance- Proposed Text Amendments for Accessory Structures, Townhouses, Procedures regarding rezoning withdrawals, Small Animals, and Microbreweries**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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 the attached staff analysis.

# ORDINANCE OF THE CITY OF DALTON AMENDING THE UNIFIED ZONING ORDINANCE

## Ordinance 21-13

**WHEREAS**, the City of Dalton adopted the *Unified Zoning Ordinance* on or about August 15, 2015; and

**WHEREAS**, the City of Dalton has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

**WHEREAS**, the Mayor and Council of the City of Dalton finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

**WHEREAS**, it is the desire of the Mayor and Council of the City of Dalton to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell*; and

**WHEREAS**, it is the belief of the Mayor and Council of the City of Dalton that in so doing, it protects the health, welfare, and safety of the public;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council that the *Unified Zoning Ordinance*, otherwise known as **Appendix A** of the Revised Code of Ordinances of the City of Dalton, Georgia, be amended by adding a new definition for “Small Animals”; by amending the definition of “Townhouse”; by amending the description of zoning districts GA, SA, and R-5 to add a statement wherein under certain conditions, a person may be permitted to store commercial tools, vehicles, and equipment at their residence; to repeal Section 4-6-10 and replace therewith a new Section 4-6-10; to repeal Section 4-6-17 and replace therewith a new Section 4-6-17; by amending Section 1-8.3 of the City of Dalton Zoning Procedures and Standards to not allow the withdrawal of an application for zoning amendment or conditional use once the Planning Commission opens and conducts the public hearing; and for other purposes.

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by the authority of same, **IT IS HEREBY ORDAINED** as follows:

1. Insert alphabetically a new definition for “Small Animals” as follows:

***Small Animals.** Domestic small livestock, poultry and fowl, including rabbits, chinchillas, or similar animals, chickens, turkeys, pigeons, and small birds and ducks kept for non-commercial purposes.*

2. Delete the definition of “Townhouse” in its entirety and, in lieu thereof, insert alphabetically therein a new definition for “Townhouse (Row House,)” as follows:

***Townhouse (Row House)** A single-family dwelling unit constructed in a group of three (3) or more attached units. Each unit extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and with an open space/yard or public way on at least two (2) sides. Each townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly.*

3. Amend Sections 4-1-1, 4-1-2, and 4-1-7 by adding the following sentence at the end of each applicable section:

*Under certain conditions as set forth hereinafter, an accessory structure may contain tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure thereon.*

4. Amend Section 4-6-10 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-10, as follows:

**4-6-10 Accessory Structures.**

- (a) *Accessory structures constructed concurrent with, or subsequent to, the primary dwelling structure, including, but not limited to, open sheds, garages, carports, and shelters are permitted upon a parcel less than three (3) acres in area and zoned for or used for single-family residential purposes only if the accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and shall not exceed twelve (12) feet in height at the eave level for a single story or eighteen (18) feet in height at the eave level for two (2) stories.*
- (b) *Within the R-5, SA, or GA zoning districts, accessory structures constructed concurrent with, or subsequent to, the primary dwelling, may also store tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure only if all of the following additional conditions are met:*
- (1) *The accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and provided that all applicable building setbacks are met.*
  - (2) *The accessory structure shall be constructed in accordance with applicable building codes, including, but not limited to, all setback requirements, and shall be fully enclosed.*
  - (3) *The accessory structure shall not be used for the manufacture, construction, shipping or processing of commercial goods or services.*
  - (4) *There shall be no business invitees or customers upon the residential property for business purposes.*
  - (5) *No more than two (2) commercially licensed or titled vehicles weighing not more than ten thousand pounds US (10,000 lbs.) gross vehicle weight (GVW) each shall be stored on site.*
  - (6) *Nothing herein shall be construed to allow large commercial equipment, including, but not limited to bulldozers, dump trucks, backhoes, earth moving equipment, and the like, within an accessory structure upon any residentially zoned lot or parcel.*

5. Amend Section 4-6-17 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-17, as follows:

#### 4-6-17 Animals.

- (a) Except within the City of Dalton, raising and keeping livestock, ten (10) or more pounds in weight shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single family dwelling occupied as a residence, provided that there is a minimum of two (2) acres, with no more than four (4) total animals per two (2) acres prorated, and all structures used for housing and feeding the animals shall be located at least twenty-five (25) feet from any lot line.
  - (b) Raising and keeping small animals, under ten (10) pounds in weight, shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single-family dwelling occupied as a residence, subject to the following:
    - (1) *Condition, size.* All such animals must be provided with adequate, secure enclosure(s) while not within the immediate presence of the owner. The pens or other enclosures wherein such animals are kept shall have a solid floor of suitable washable material, except when the pens are seventy-five (75) feet or more from the nearest neighbor's dwelling or place of business. Floor space in all such pens or enclosures, wherever located, shall contain not less than six (6) square feet per animal. In order to promote good hygiene and to eliminate nuisance odors, pens must be regularly cleaned and animal waste must be properly disposed.
    - (2) *Location.* Pens or yards where such animals are kept shall be placed at the following minimum distances from any dwelling or business structure:
      - i. Distance from any dwelling, except that of owner, or any business structure, fifty (50) feet
      - ii. Distance from owner's dwelling, five (5) feet.
    - (3) *Maximum number.* The maximum number of such animals, in any combination, which may be kept upon a single lot or parcel shall be limited as follows:
      - i. On lots up to five (5) acres in size, a total of no more than ten (10) small animals. No roosters, peafowl or any other fowl whose calls are audible to an adjoining lot shall be permitted.
      - ii. On lots five (5) or more acres in size, there is no limit to the number of non-commercial small animals permitted.
6. Amend Appendix E of the Unified Zoning Procedures and Standards Ordinance of the City of Dalton by deleting in its entirety Section 1-7.9 and replacing with a new Section 1-7.9 to read as follows:

#### *SECTION 1-7.9*

*When the applicant/proponent(s) and opponents, if any, have been heard in accordance with the foregoing procedures, the Chair shall declare the public hearing closed. No further public hearing upon the proposed amendment to the Zoning Ordinance and/or Zoning Map or*

*Special Use shall be permitted prior to the final zoning decision by the governing authority, unless the governing authority shall determine that such public hearing should be re-opened for the presentation of additional information, in which case the same must be advertised in conformity with subsection 1-5.1. The application for zoning amendment or conditional use shall not be withdrawn once the public hearing thereon commences.*

7. Amend the Unified Zoning Ordinance permitted use table by allowing Brewpubs, Microbreweries, and Micro Wineries/Distilleries also in the M-1 and M-2 zone districts.
8. These amendments shall become effective following enactment by the Mayor and Council of the City of Dalton and its publication in two (2) public places in the City of Dalton for five (5) consecutive days following passage of same, the public health, safety, and welfare requiring it.
9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
10. It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

ADOPTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance DOES/DOES NOT pass.

CITY OF DALTON

By: \_\_\_\_\_  
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-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Jason Parker  
Terry Miller  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** July 1, 2021

**SUBJECT: The request regarding the proposed text amendments for accessory structures, townhouses, procedures regarding rezoning withdrawals, small animals, and microbreweries.**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 28, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which was in favor of the text amendments to the UZO. There were no further questions for Calhoun.

Brandon Harrison inquired if the 7100-pound limit on commercial vehicles was intended to include 1-ton trucks since they can weigh up to 10,000 pounds. Some discussion occurred that resulted in the Planning Commission and staff agreeing to consider increasing the commercial vehicle weight to ensure it would permit 1-ton trucks.

With no other comments heard for or against, this hearing closed at approximately 7:00pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the proposed text amendments to the UZO. **Scott DeLay then made a motion to recommend the proposed text amendments provided the minimum vehicle weight be increased to 10,000 pounds. DeLay stated that his recommendation was based on his agreement with the content of the staff analysis. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the text amendments to the UZO including the change to permit commercial vehicles up to 10,000 pounds GVW followed, 4-0.**

**STAFF ANALYSIS**  
**TEXT AMENDMENTS FOR**  
***UNIFIED ZONING ORDINANCE***

**June 2021**

*The Unified Zoning Ordinance was adopted by Dalton, Varnell, and Whitfield County in July and August of 2015. Since that time the staff, who works to administer the Ordinance on a daily basis, identified needed corrections or clarifications, and identified oversights, all for the purpose of improving the context and readability of the zoning text.*

*The resulting text changes, as proposed, are listed in excerpts (attached) that proposes the corrected text or new zoning. The legal advertisement ran on Friday, April 30, 2021; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at Varnell and Dalton City Halls as of Monday May 10, 2021.*

**Proposed Text Amendments:** The proposed text amendments are listed as they appear within the UZO's current text. It remains possible that more amendments may be found, and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process. Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

***Staff Recommendation:*** *The proposed text amendments are recommended for adoption to modify the ordinance text to provide for updated definitions, as well as to allow more reasonable accommodations for certain uses more specifically described below:*

**1. Insert alphabetically a new definition for “Small Animals” as follows:**

***Small Animals.*** Domestic small livestock, poultry and fowl, including rabbits, chinchillas, or similar animals, chickens, turkeys, pigeons, and small birds and ducks kept for non-commercial purposes.

**2. Delete the definition of “Townhouse” in its entirety and, in lieu thereof, insert alphabetically therein a new definition for “Townhouse (Row House,)” as follows:**

**Townhouse (Row House)** A single-family dwelling unit constructed in a group of three (3) or more attached units. Each unit extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and with an open space/yard or public way on at least two (2) sides. Each townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly. *This change in definitions is prompted by a change*

*in the building/fire code regarding townhouses which removes the previous requirement of a firewall extending above the roofline.*

**3.** Amend Sections 4-1-1, 4-1-2, and 4-1-7 by adding the following sentence at the end of each applicable section:

Under certain conditions as set forth hereinafter, an accessory structure may contain tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure thereon.

**4.** Amend Section 4-6-10 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-10, as follows:

**4-6-10 Accessory Structures.**

(a) Accessory structures constructed concurrent with, or subsequent to, the primary dwelling structure, including, but not limited to, open sheds, garages, carports, and shelters are permitted upon a parcel less than three (3) acres in area and zoned for or used for single-family residential purposes only if the accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and shall not exceed twelve (12) feet in height at the eave level for a single story or eighteen (18) feet in height at the eave level for two (2) stories.

(b) Within the R-5, SA, or GA zoning districts, accessory structures constructed concurrent with, or subsequent to, the primary dwelling, may also store tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure only if all of the following additional conditions are met:

(1) The accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and provided that all applicable building setbacks are met.

(2) The accessory structure shall be constructed in accordance with applicable building codes, including, but not limited to, all setback requirements, and shall be fully enclosed.

(3) The accessory structure shall not be used for the manufacture, construction, shipping or processing of commercial goods or services.

(4) There shall be no business invitees or customers upon the residential property for business purposes.

(5) No more than two (2) commercially licensed or titled vehicles weighing not more than 7,100 pounds gross vehicle weight each shall be stored on site.

(6) Nothing herein shall be construed to allow large commercial equipment, including, but not limited to bulldozers, dump trucks, backhoes, earth moving equipment, and the like, within an accessory structure upon any residentially zoned lot or parcel.

**5.** Amend Section 4-6-17 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-17, as follows:

**4-6-17 Animals.**

(a) Except within the City of Dalton, raising and keeping livestock, ten (10) or more pounds in weight shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single family dwelling occupied as a residence, provided that there is a minimum of two (2) acres, with no

more than four (4) total animals per two (2) acres prorated, and all structures used for housing and feeding the animals shall be located at least twenty-five (25) feet from any lot line.

(b) Raising and keeping small animals, under ten (10) pounds in weight, shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single-family dwelling occupied as a residence, subject to the following:

(1) Condition, size. All such animals must be provided with adequate, secure enclosure(s) while not within the immediate presence of the owner. The pens or other enclosures wherein such animals are kept shall have a solid floor of suitable washable material, except when the pens are seventy-five (75) feet or more from the nearest neighbor's dwelling or place of business. Floor space in all such pens or enclosures, wherever located, shall contain not less than six (6) square feet per animal. In order to promote good hygiene and to eliminate nuisance odors, pens must be regularly cleaned and animal waste must be properly disposed.

(2) Location. Pens or yards where such animals are kept shall be placed at the following minimum distances from any dwelling or business structure:

- i. Distance from any dwelling, except that of owner, or any business structure, fifty (50) feet
- ii. Distance from owner's dwelling, five (5) feet.

(3) Maximum number. The maximum number of such animals, in any combination, which may be kept upon a single lot or parcel shall be limited as follows:

- i. On lots up to five (5) acres in size, a total of no more than ten (10) small animals. No roosters, peafowl or any other fowl whose calls are audible to an adjoining lot shall be permitted.
- ii. On lots five (5) or more acres in size, there is no limit to the number of non-commercial small animals permitted.

**6. Amend Appendix E of the Unified Zoning Procedures and Standards Ordinance of Whitfield County, Georgia by deleting in its entirety Section 1-7.9 and replacing with a new Section 1-7.9 to read as follows:**

**SECTION 1-7.9**

When the applicant/proponent(s) and opponents, if any, have been heard in accordance with the foregoing procedures, the Chair shall declare the public hearing closed. No further public hearing upon the proposed amendment to the Zoning Ordinance and/or Zoning Map or Special Use shall be permitted prior to the final zoning decision by the governing authority, unless the governing authority shall determine that such public hearing should be re-opened for the presentation of additional information, in which case the same must be advertised in conformity with subsection 1-5.1. The application for zoning amendment or conditional use shall not be withdrawn once the public hearing thereon commences.

**7. Amend the Unified Zoning Ordinance permitted use table by allowing Brewpubs, Microbreweries, and Micro Wineries/Distilleries in the M-1 and M-2 zone districts.** Currently these uses are permitted within both Dalton and Varnell in the C-2, C-3, C-4, and MU zone districts.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7-19-21

**Agenda Item:** CDBG Sub-recipient Agreements

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** \$0

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

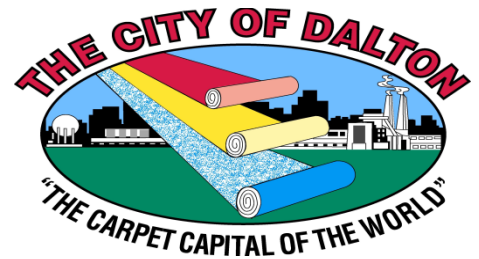
**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

---

Community Development Block Grant (CDBG) Sub-recipient Agreements for the program year 2021. CDBG funding amounts were previously approved by Council on 5/3/21.

**City of Dalton**  
**CDBG Program Office**

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



**FY2021 [July 1, 2021-June 30, 2022]**  
**CITY OF DALTON**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: City of Refuge  
HUD GRANT NO: B-21-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 1<sup>st</sup> day of July 2021 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 **City of Refuge** 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] 2021 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, \$103,338.40 from Fiscal Year 2021 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, 2022.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2021
<b>Deadline to Obtain Full Funding</b>	<b>12/31/2021</b>
Deadline for Expenditure of Funds	6/30/2022
Agreement Termination Date	6/30/2022
Deadline for Receipt of Final Reimbursement Request	7/15/2022

The City of Refuge was awarded funding for the roof to include the following special stipulations:

- (1) Subrecipient has until 12/31/21 to obtain full funding for the roof and
- (2) Subrecipient is required to obtain an independent accountant to provide an agreed-upon procedure letter that complies with HUD federal regulations (CFDA 14.218) relative to this grant agreement.

**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, 2022.

**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:  
**City of Refuge**

FOR CITY OF DALTON:

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

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

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

ATTEST:

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

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

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

By \_\_\_\_\_  
(Signature) Mayor

By David Pennington, 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 2021-2024 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: **416 S. Glenwood Ave, Dalton, GA 30721**

(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: City of Refuge  
Activity Name: **Facility Renovations roof repair**

**STATEMENT OF WORK**

The total FY 2021 CDBG budget for this activity shall not exceed **\$103,338.40**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2022. The activity shall be completed by June 30, 2022. 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 ***facility renovations roof repair***.

**GENERAL REQUIREMENTS:**

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

**1<sup>st</sup> Year – 2021: 4,500**

**2<sup>nd</sup> year – 2022:**

**3<sup>rd</sup> year – 2023:**

**4<sup>th</sup> year – 2024:**

**5<sup>th</sup> year – 2025:**

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 1<sup>st</sup> 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 3**  
**MONTHLY REPORTS**

## CITY OF DALTON 2021 CDBG MONTHLY SERVICES REPORT

City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

Month/Year of this Report:				
Agency Name:				
Activity Name:				
Person Submitting Report:		Date Submitted:		
<b>NEW PERSONS SERVED THIS MONTH</b>				
<i>Note: All persons served are to be reported only during the 1<sup>st</sup> month they are served during the January - December Program Year and not reported again during that Program Year.</i>				
<b>1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income</b>			<b>Total Number of Persons Served for The Month</b>	<b>Total Number of Person Served for The Year</b>
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. Total of lines A-C				
E. New persons served [Over 80% Median Family/Household Income/NON-CDBG ELIGIBLE]				
F. Total of lines D and E				
G. Calculate % of CDBG eligible persons- Line D divided by Line F				
<b>2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity</b>				
<b>Race by Gender</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>Race by Ethnicity</b>	<b>Hispanic or Latino</b>	<b>Non-Hispanic or Non-Latino</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>3. Number of New Female-Headed Households Served This Month</b>				
<b>4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding</b>			<b>Total</b>	<b>Year to Date Total</b>
Elderly – Age 62 and Older – Number of New Persons Served				
Adults with Disabilities – Number of New Persons Served				
Homeless Persons – Number of New Persons Served				
Abused Spouses – Number of New Persons Served				
Abused/Neglected Children – Number of New Persons Served				
<b>Totals</b>				
<b>5. Provide your Program Income for this reporting period:</b>			<b>\$</b>	<b>\$</b>

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

FY2021 Income Limits \*Effective July 1, 2021

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$ 12,050.00	\$ 20,100.00	\$ 32,150.00
2	\$ 13,800.00	\$ 23,000.00	\$ 36,750.00
3	\$ 15,500.00	\$ 25,850.00	\$ 41,350.00
4	\$ 17,200.00	\$ 28,700.00	\$ 45,900.00
5	\$ 18,600.00	\$ 31,000.00	\$ 49,600.00
6	\$ 20,000.00	\$ 33,300.00	\$ 53,250.00
7	\$ 21,350.00	\$ 35,600.00	\$ 56,950.00
8	\$ 22,750.00	\$ 37,900.00	\$ 60,600.00

\*Source: U.S. Department of Housing & Urban Development [HUD], <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

***Submit CDBG Monthly Service Reports electronically to the City of Dalton at [cdbg@daltonga.gov](mailto:cdbg@daltonga.gov).***  
City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

**Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):**

**Provide a description of significant events and activities during the reporting period:**

---

**Signature/Position Title for CDBG Subrecipient**

**Date Signed**



**City of Dalton**  
**Monthly Expenditure Report**  
**Grant Period: July 1, 2021 – June 30, 2022**

MONTH: \_\_\_\_\_

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
<b>I. Personnel</b>				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Consultants & Contract Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>II. Non-Personnel</b>				
Space Costs	\$0.00	\$0.00	\$0.00	\$0.00
Rental, Lease, or Purchase of Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Consumable Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>III. Architectural/Engineering Design</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>IV. Acquisition of Real Property</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>V. Construction/Rehabilitation</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI. Other (Explain)</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COSTS</b>	\$0.00	\$0.00	\$0.00	\$0.00

**PROGRAM INCOME REPORTING**

*If your organization is charging client service fees and utilizing CDBG funds for reimbursement of operating costs, your organization must submit a program income detail to include a financial statement of monthly program revenue and your organization's total operating budget.*

**Monthly Program Income is calculated as follows:**

**Monthly Program Revenue x (CDBG funds / Total Operating Budget) = Program Income %**

Example:

Program Income of \$1,050.00 was calculated as follows:

\$15,000.00 (January Program Revenue) x 7% (\$10,000(CDBG funds)/\$150,000(Total Operating Bud

<b>Program Income:</b>	Monthly Revenue:	<b>Total Reimbursement Amount:</b>	\$
	Operating Budget:		
	Program Income:		

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 CDBG Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**EXHIBIT 4**

**AGREEMENT AMENDMENTS**

[Add Amendments If Applicable]



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add If Applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add If Applicable]

**EXHIBIT 7**  
**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](mailto: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](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**

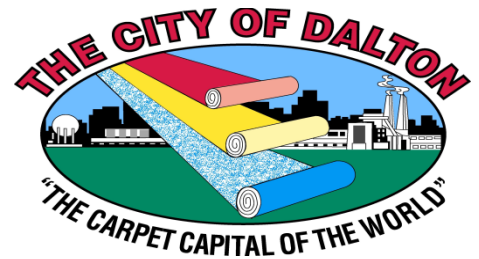
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

**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



**FY2021 [July 1, 2021-June 30, 2022]**  
**CITY OF DALTON**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: The Boys & Girls Clubs Serving Chattooga, Gordon, Murray, & Whitfield Counties

HUD GRANT NO: B-21-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 1<sup>st</sup> day of July 2021 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 **The Boys & Girls Clubs Serving Chattooga, Gordon, Murray, & Whitfield Counties** 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] 2021 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, \$20,000.00 from Fiscal Year 2021 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, 2022.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2021
Deadline for Expenditure of Funds	6/30/2022
Agreement Termination Date	6/30/2022
Deadline for Receipt of Final Reimbursement Request	7/15/2022

**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, 2022.

**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:  
**The Boys & Girls Clubs Serving  
Chattooga, Gordon, Murray,  
& Whitfield Counties**

FOR CITY OF DALTON:

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

By \_\_\_\_\_  
(Signature) Mayor

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

By David Pennington, Mayor  
(Typed Name/Title)

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

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

ATTEST:

ATTEST:

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

By \_\_\_\_\_  
(Signature) City Clerk

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

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

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

\_\_\_\_\_  
(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 2021-2024 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: **PO Box 309, 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: The Boys & Girls Clubs Serving Chattooga, Gordon, Murray, & Whitfield Counties  
Activity Name: **Low and Moderate Income Teen Program Scholarship Program**

**STATEMENT OF WORK**

The total FY 2021 CDBG budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2022. The activity shall be completed by June 30, 2022. 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 provide scholarships to **City of Dalton Residents** for the **Low and Moderate Income Teen Program**

**GENERAL REQUIREMENTS:**

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

**1<sup>st</sup> Year – 2021: 40**

**2<sup>nd</sup> year – 2022:**

**3<sup>rd</sup> year – 2023:**

**4<sup>th</sup> year – 2024:**

**5<sup>th</sup> year – 2025:**

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 1<sup>st</sup> 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 3**  
**MONTHLY REPORTS**

## CITY OF DALTON 2021 CDBG MONTHLY SERVICES REPORT

City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

Month/Year of this Report:				
Agency Name:				
Activity Name:				
Person Submitting Report:		Date Submitted:		
<b>NEW PERSONS SERVED THIS MONTH</b>				
<i>Note: All persons served are to be reported only during the 1<sup>st</sup> month they are served during the January - December Program Year and not reported again during that Program Year.</i>				
<b>1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income</b>			<b>Total Number of Persons Served for The Month</b>	<b>Total Number of Person Served for The Year</b>
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. Total of lines A-C				
E. New persons served [Over 80% Median Family/Household Income/NON-CDBG ELIGIBLE]				
F. Total of lines D and E				
G. Calculate % of CDBG eligible persons- Line D divided by Line F				
<b>2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity</b>				
<b>Race by Gender</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>Race by Ethnicity</b>	<b>Hispanic or Latino</b>	<b>Non-Hispanic or Non-Latino</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>3. Number of New Female-Headed Households Served This Month</b>				
<b>4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding</b>			<b>Total</b>	<b>Year to Date Total</b>
Elderly – Age 62 and Older – Number of New Persons Served				
Adults with Disabilities – Number of New Persons Served				
Homeless Persons – Number of New Persons Served				
Abused Spouses – Number of New Persons Served				
Abused/Neglected Children – Number of New Persons Served				
<b>Totals</b>				
<b>5. Provide your Program Income for this reporting period:</b>			<b>\$</b>	<b>\$</b>

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

FY2021 Income Limits \*Effective July 1, 2021

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$ 12,050.00	\$ 20,100.00	\$ 32,150.00
2	\$ 13,800.00	\$ 23,000.00	\$ 36,750.00
3	\$ 15,500.00	\$ 25,850.00	\$ 41,350.00
4	\$ 17,200.00	\$ 28,700.00	\$ 45,900.00
5	\$ 18,600.00	\$ 31,000.00	\$ 49,600.00
6	\$ 20,000.00	\$ 33,300.00	\$ 53,250.00
7	\$ 21,350.00	\$ 35,600.00	\$ 56,950.00
8	\$ 22,750.00	\$ 37,900.00	\$ 60,600.00

\*Source: U.S. Department of Housing & Urban Development [HUD], <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

**Submit CDBG Monthly Service Reports electronically to the City of Dalton at [cdbg@daltonga.gov](mailto:cdbg@daltonga.gov).**  
City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

**Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):**

**Provide a description of significant events and activities during the reporting period:**

---

**Signature/Position Title for CDBG Subrecipient**

**Date Signed**



**City of Dalton**  
**Monthly Expenditure Report**  
**Grant Period: July 1, 2021 – June 30, 2022**

MONTH: \_\_\_\_\_

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
<b>I. Personnel</b>				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Consultants & Contract Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>II. Non-Personnel</b>				
Space Costs	\$0.00	\$0.00	\$0.00	\$0.00
Rental, Lease, or Purchase of Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Consumable Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>III. Architectural/Engineering Design</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>IV. Acquisition of Real Property</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>V. Construction/Rehabilitation</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI. Other (Explain)</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COSTS</b>	\$0.00	\$0.00	\$0.00	\$0.00

**PROGRAM INCOME REPORTING**

*If your organization is charging client service fees and utilizing CDBG funds for reimbursement of operating costs, your organization must submit a program income detail to include a financial statement of monthly program revenue and your organization's total operating budget.*

**Monthly Program Income is calculated as follows:**

**Monthly Program Revenue x (CDBG funds / Total Operating Budget) = Program Income %**

Example:

Program Income of \$1,050.00 was calculated as follows:

\$15,000.00 (January Program Revenue) x 7% (\$10,000(CDBG funds)/\$150,000(Total Operating Bud

<b>Program Income:</b>	Monthly Revenue:	<b>Total Reimbursement Amount:</b>	\$
	Operating Budget:		
	Program Income:		

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 CDBG Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**EXHIBIT 4**

**AGREEMENT AMENDMENTS**

[Add Amendments If Applicable]

**EXHIBIT 5**

**LEASE AGREEMENT**

[Add If Applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add If Applicable]



**EXHIBIT 7**  
**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](mailto: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](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**

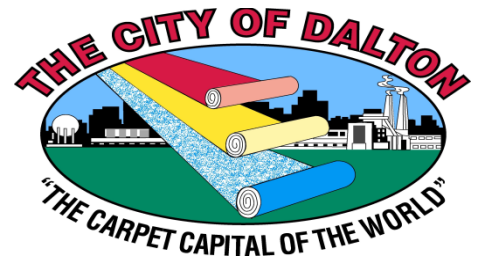
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

**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



**FY2021 [July 1, 2021-June 30, 2022]**  
**CITY OF DALTON**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Housing Authority of the City of Dalton

HUD GRANT NO: B-21-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 1<sup>st</sup> day of July 2021 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 Housing Authority of the City of Dalton, 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] 2021 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, \$160,000.00 from Fiscal Year 2021 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, 2022.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2021
Deadline for Expenditure of Funds	6/30/2022
Agreement Termination Date	6/30/2022
Deadline for Receipt of Final Reimbursement Request	7/15/2022

**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, 2022.



**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 David Pennington, 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 2021-2024 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: Beechland Property – Underwood St & Beechland Place, 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: Housing Authority of the City of Dalton.  
Activity Name: **HVAC Upgrades: Beechland Place, Dalton, GA 30720**

**STATEMENT OF WORK**

The total FY 2021 CDBG budget for this activity shall not exceed **\$160,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2022. The activity shall be completed by June 30, 2022. 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 for HVAC renovations to low income rental housing units.

**GENERAL REQUIREMENTS:**

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

**1<sup>st</sup> Year – 2021: 40 Units**

**2<sup>nd</sup> year – 2022:**

**3<sup>rd</sup> year – 2023:**

**4<sup>th</sup> year – 2024:**

**5<sup>th</sup> year – 2025:**

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 1<sup>st</sup> 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 3**  
**MONTHLY REPORTS**

## CITY OF DALTON 2021 CDBG MONTHLY SERVICES REPORT

City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

<b>Month/Year of this Report:</b>				
<b>Agency Name:</b>				
<b>Activity Name:</b>				
<b>Person Submitting Report:</b>		<b>Date Submitted:</b>		
<b>NEW PERSONS SERVED THIS MONTH</b>				
<i>Note: All persons served are to be reported only during the 1<sup>st</sup> month they are served during the January - December Program Year and not reported again during that Program Year.</i>				
<b>1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income</b>		<b>Total Number of Persons Served for The Month</b>	<b>Total Number of Person Served for The Year</b>	
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. Total of lines A-C				
E. New persons served [Over 80% Median Family/Household Income/NON-CDBG ELIGIBLE]				
F. Total of lines D and E				
G. Calculate % of CDBG eligible persons- Line D divided by Line F				
<b>2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity</b>				
<b>Race by Gender</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>Race by Ethnicity</b>	<b>Hispanic or Latino</b>	<b>Non-Hispanic or Non-Latino</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>3. Number of New Female-Headed Households Served This Month</b>			<b>Total</b>	<b>Year to Date Total</b>
<b>4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding</b>			<b>Total</b>	<b>Year to Date Total</b>
Elderly – Age 62 and Older – Number of New Persons Served				
Adults with Disabilities – Number of New Persons Served				
Homeless Persons – Number of New Persons Served				
Abused Spouses – Number of New Persons Served				
Abused/Neglected Children – Number of New Persons Served				
<b>Totals</b>				
<b>5. Provide your Program Income for this reporting period:</b>			<b>\$</b>	<b>\$</b>

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

FY2021 Income Limits \*Effective June 1, 2021

Family/Household Size	Extremely Low	Very Low Income 50%	Low Income 80%
1	\$ 12,050.00	\$ 20,100.00	\$ 32,150.00
2	\$ 13,800.00	\$ 23,000.00	\$ 36,750.00
3	\$ 15,500.00	\$ 25,850.00	\$ 41,350.00
4	\$ 17,200.00	\$ 28,700.00	\$ 45,900.00
5	\$ 18,600.00	\$ 31,000.00	\$ 49,600.00
6	\$ 20,000.00	\$ 33,300.00	\$ 53,250.00
7	\$ 21,350.00	\$ 35,600.00	\$ 56,950.00
8	\$ 22,750.00	\$ 37,900.00	\$ 60,600.00

\*Source: U.S. Department of Housing & Urban Development [HUD], <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

**Submit CDBG Monthly Service Reports electronically to the City of Dalton at [cdbg@daltonga.gov](mailto:cdbg@daltonga.gov).**  
City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

**Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):**

**Provide a description of significant events and activities during the reporting period:**

---

**Signature/Position Title for CDBG Subrecipient**

**Date Signed**



**City of Dalton**  
**Monthly Expenditure Report**  
**Grant Period July 1, 2021 – June 30, 2022**

MONTH: \_\_\_\_\_

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
<b>I. Personnel</b>				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Consultants & Contract Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>II. Non-Personnel</b>				
Space Costs	\$0.00	\$0.00	\$0.00	\$0.00
Rental, Lease, or Purchase of Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Consumable Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>III. Architectural/Engineering Design</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>IV. Acquisition of Real Property</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>V. Construction/Rehabilitation</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI. Other (Explain)</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COSTS</b>	\$0.00	\$0.00	\$0.00	\$0.00

**PROGRAM INCOME REPORTING**

*If your organization is charging client service fees and utilizing CDBG funds for reimbursement of operating costs, your organization must submit a program income detail to include a financial statement of monthly program revenue and your organization's total operating budget.*

**Monthly Program Income is calculated as follows:**

**Monthly Program Revenue x (CDBG funds / Total Operating Budget) = Program Income %**

Example:

Program Income of \$1,050.00 was calculated as follows:

\$15,000.00 (January Program Revenue) x 7% (\$10,000(CDBG funds)/\$150,000(Total Operating Bud

<b>Program Income:</b>	Monthly Revenue:	<b>Total Reimbursement Amount:</b>	\$
	Operating Budget:		
	Program Income:		

Authorized Signature \_\_\_\_\_

CDBG Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT 4**

**AGREEMENT AMENDMENTS**

[Add Amendments If Applicable]

**EXHIBIT 5**

**LEASE AGREEMENT**

[Add If Applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add If Applicable]

**EXHIBIT 7**  
**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](mailto: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](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**

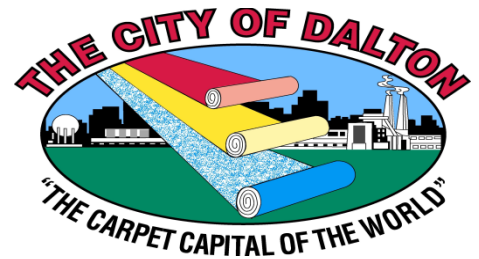
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

**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



**FY2021 [July 1, 2021-June 30, 2022]**

**CITY OF DALTON**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Northwest GA Family Crisis Center, Inc.

HUD GRANT NO: B-21-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 1<sup>st</sup> day of July 2021 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 **Northwest GA Family Crisis Center, 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] 2021 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, \$17,500.00 from Fiscal Year 2021 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, 2022.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2021
Deadline for Expenditure of Funds	6/30/2022
Agreement Termination Date	6/30/2022
Deadline for Receipt of Final Reimbursement Request	7/15/2022

**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, 2022.

**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:  
**Northwest GA Family Crisis Center, Inc.**

FOR CITY OF DALTON:

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

By \_\_\_\_\_  
(Signature) Mayor

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

By David Pennington, Mayor  
(Typed Name/Title)

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

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

ATTEST:

ATTEST:

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

By \_\_\_\_\_  
(Signature) City Clerk

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

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

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

\_\_\_\_\_  
(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 2021-2024 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: Northwest GA Family Crisis Center, Inc.  
Activity Name: **Community Latino Specialist for Domestic Violence**

**STATEMENT OF WORK**

The total FY 2021 CDBG budget for this activity shall not exceed **\$17,500.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2022. The activity shall be completed by June 30, 2022. 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 salary costs for a **Community Latino Specialist for Domestic Violence**.

**GENERAL REQUIREMENTS:**

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

**1<sup>st</sup> Year – 2021: 1,805**

**2<sup>nd</sup> year – 2022:**

**3<sup>rd</sup> year – 2023:**

**4<sup>th</sup> year – 2024:**

**5<sup>th</sup> year – 2025:**

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 1<sup>st</sup> 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 3**  
**MONTHLY REPORTS**



## CITY OF DALTON 2021 CDBG MONTHLY SERVICES REPORT

City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

Month/Year of this Report:				
Agency Name:				
Activity Name:				
Person Submitting Report:		Date Submitted:		
<b>NEW PERSONS SERVED THIS MONTH</b>				
<i>Note: All persons served are to be reported only during the 1<sup>st</sup> month they are served during the January - December Program Year and not reported again during that Program Year.</i>				
<b>1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income</b>		<b>Total Number of Persons Served for The Month</b>	<b>Total Number of Person Served for The Year</b>	
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]				
<b>D. Total of lines A-C</b>				
E. New persons served [Over 80% Median Family/Household Income/NON-CDBG ELIGIBLE]				
<b>F. Total of lines D and E</b>				
<b>G. Calculate % of CDBG eligible persons- Line D divided by Line F</b>				
<b>2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity</b>				
<b>Race by Gender</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>Race by Ethnicity</b>	<b>Hispanic or Latino</b>	<b>Non-Hispanic or Non-Latino</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>3. Number of New Female-Headed Households Served This Month</b>			<b>Total</b>	<b>Year to Date Total</b>
<b>4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding</b>			<b>Total</b>	<b>Year to Date Total</b>
Elderly – Age 62 and Older – Number of New Persons Served				
Adults with Disabilities – Number of New Persons Served				
Homeless Persons – Number of New Persons Served				
Abused Spouses – Number of New Persons Served				
Abused/Neglected Children – Number of New Persons Served				
<b>Totals</b>				
<b>5. Provide your Program Income for this reporting period:</b>			<b>\$</b>	<b>\$</b>

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

FY2021 Income Limits \*Effective June 1, 2021

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$ 12,050.00	\$ 20,100.00	\$ 32,150.00
2	\$ 13,800.00	\$ 23,000.00	\$ 36,750.00
3	\$ 15,500.00	\$ 25,850.00	\$ 41,350.00
4	\$ 17,200.00	\$ 28,700.00	\$ 45,900.00
5	\$ 18,600.00	\$ 31,000.00	\$ 49,600.00
6	\$ 20,000.00	\$ 33,300.00	\$ 53,250.00
7	\$ 21,350.00	\$ 35,600.00	\$ 56,950.00
8	\$ 22,750.00	\$ 37,900.00	\$ 60,600.00

\*Source: U.S. Department of Housing & Urban Development [HUD], <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

**Submit CDBG Monthly Service Reports electronically to the City of Dalton at [cdbg@daltonga.gov](mailto:cdbg@daltonga.gov).**  
City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

**Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):**

**Provide a description of significant events and activities during the reporting period:**

---

**Signature/Position Title for CDBG Subrecipient**

**Date Signed**



**City of Dalton**  
**Monthly Expenditure Report**  
**Grant Period: July 1, 2021-June 30, 2022**

MONTH: \_\_\_\_\_

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
<b>I. Personnel</b>				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Consultants & Contract Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>II. Non-Personnel</b>				
Space Costs	\$0.00	\$0.00	\$0.00	\$0.00
Rental, Lease, or Purchase of Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Consumable Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>III. Architectural/Engineering Design</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>IV. Acquisition of Real Property</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>V. Construction/Rehabilitation</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI. Other (Explain)</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COSTS</b>	\$0.00	\$0.00	\$0.00	\$0.00

**PROGRAM INCOME REPORTING**

*If your organization is charging client service fees and utilizing CDBG funds for reimbursement of operating costs, your organization must submit a program income detail to include a financial statement of monthly program revenue and your organization's total operating budget.*

**Monthly Program Income is calculated as follows:**

**Monthly Program Revenue x (CDBG funds / Total Operating Budget) = Program Income %**

Example:

Program Income of \$1,050.00 was calculated as follows:

\$15,000.00 (January Program Revenue) x 7% (\$10,000(CDBG funds)/\$150,000(Total Operating Bud

<b>Program Income:</b>	Monthly Revenue:	<b>Total Reimbursement Amount:</b>	\$
	Operating Budget:		
	Program Income:		

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 CDBG Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**EXHIBIT 4**

**AGREEMENT AMENDMENTS**

[Add Amendments If Applicable]

**EXHIBIT 5**

**LEASE AGREEMENT**

[Add If Applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add If Applicable]

**EXHIBIT 7**  
**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](mailto: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](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>

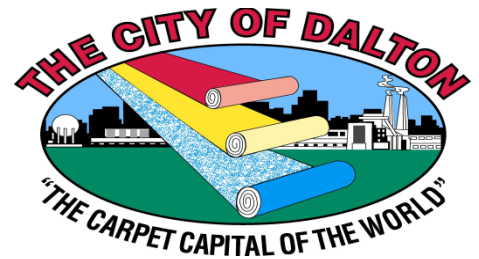
**Other information and regulations can be found at:**

<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



**FY2021 [July 1, 2021-June 30, 2022]**  
**CITY OF DALTON**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Latin American Association

HUD GRANT NO: B-21-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 1<sup>st</sup> day of July 2021 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] 2021 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, \$21,000.00 from Fiscal Year 2021 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, 2022.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2021
Deadline for Expenditure of Funds	6/30/2022
Agreement Termination Date	6/30/2022
Deadline for Receipt of Final Reimbursement Request	7/15/2022

**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, 2022.

**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 David Pennington, 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 2021-2024 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: **508 E. Morris St, Dalton, GA 30721**

(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 2021 CDBG budget for this activity shall not exceed **\$21,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2022. The activity shall be completed by June 30, 2022. 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 operation costs for homeless/at-risk homeless Latino households.

**GENERAL REQUIREMENTS:**

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

**1<sup>st</sup> Year – 2021: 165**

**2<sup>nd</sup> year – 2022:**

**3<sup>rd</sup> year – 2023:**

**4<sup>th</sup> year – 2024:**

**5<sup>th</sup> year – 2025:**

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 1<sup>st</sup> 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 3**  
**MONTHLY REPORTS**

## CITY OF DALTON 2021 CDBG MONTHLY SERVICES REPORT

City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

Month/Year of this Report:				
Agency Name:				
Activity Name:				
Person Submitting Report:		Date Submitted:		
<b>NEW PERSONS SERVED THIS MONTH</b>				
<i>Note: All persons served are to be reported only during the 1<sup>st</sup> month they are served during the January - December Program Year and not reported again during that Program Year.</i>				
<b>1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income</b>			<b>Total Number of Persons Served for The Month</b>	<b>Total Number of Person Served for The Year</b>
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. Total of lines A-C				
E. New persons served [Over 80% Median Family/Household Income/NON-CDBG ELIGIBLE]				
F. Total of lines D and E				
G. Calculate % of CDBG eligible persons- Line D divided by Line F				
<b>2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity</b>				
<b>Race by Gender</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>Race by Ethnicity</b>	<b>Hispanic or Latino</b>	<b>Non-Hispanic or Non-Latino</b>	<b>Total</b>	<b>Year to Date Total</b>
White				
Black/African-American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African-American & White				
American Indian/Alaskan Native & Black/African-American				
Other Multi-Racial				
<b>Totals</b>				
<b>3. Number of New Female-Headed Households Served This Month</b>				
<b>4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding</b>			<b>Total</b>	<b>Year to Date Total</b>
Elderly – Age 62 and Older – Number of New Persons Served				
Adults with Disabilities – Number of New Persons Served				
Homeless Persons – Number of New Persons Served				
Abused Spouses – Number of New Persons Served				
Abused/Neglected Children – Number of New Persons Served				
<b>Totals</b>				
<b>5. Provide your Program Income for this reporting period:</b>			<b>\$</b>	<b>\$</b>

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

FY2021 Income Limits \*Effective June 1, 2021

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$ 12,050.00	\$ 20,100.00	\$ 32,150.00
2	\$ 13,800.00	\$ 23,000.00	\$ 36,750.00
3	\$ 15,500.00	\$ 25,850.00	\$ 41,350.00
4	\$ 17,200.00	\$ 28,700.00	\$ 45,900.00
5	\$ 18,600.00	\$ 31,000.00	\$ 49,600.00
6	\$ 20,000.00	\$ 33,300.00	\$ 53,250.00
7	\$ 21,350.00	\$ 35,600.00	\$ 56,950.00
8	\$ 22,750.00	\$ 37,900.00	\$ 60,600.00

\*Source: U.S. Department of Housing & Urban Development [HUD], <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>



**Submit CDBG Monthly Service Reports electronically to the City of Dalton at [cdbg@daltonga.gov](mailto:cdbg@daltonga.gov).**  
City of Dalton CDBG Program Office, 300 West Waugh Street, Dalton, GA 30720, Phone: (706) 529-2470

**Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):**

**Provide a description of significant events and activities during the reporting period:**

---

**Signature/Position Title for CDBG Subrecipient**

**Date Signed**



**City of Dalton**  
**Monthly Expenditure Report**  
**Grant Period: July 1, 2021 - June 30, 2022**

MONTH: \_\_\_\_\_

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
<b>I. Personnel</b>				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Consultants & Contract Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>II. Non-Personnel</b>				
Space Costs	\$0.00	\$0.00	\$0.00	\$0.00
Rental, Lease, or Purchase of Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Consumable Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>III. Architectural/Engineering Design</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>IV. Acquisition of Real Property</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>V. Construction/Rehabilitation</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>VI. Other (Explain)</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COSTS</b>	\$0.00	\$0.00	\$0.00	\$0.00

**PROGRAM INCOME REPORTING**

*If your organization is charging client service fees and utilizing CDBG funds for reimbursement of operating costs, your organization must submit a program income detail to include a financial statement of monthly program revenue and your organization's total operating budget.*

**Monthly Program Income is calculated as follows:**

**Monthly Program Revenue x (CDBG funds / Total Operating Budget) = Program Income %**

Example:

Program Income of \$1,050.00 was calculated as follows:

\$15,000.00 (January Program Revenue) x 7% (\$10,000(CDBG funds)/\$150,000(Total Operating Bud

<b>Program Income:</b>	Monthly Revenue:	<b>Total Reimbursement Amount:</b>	\$
	Operating Budget:		
	Program Income:		

Authorized Signature \_\_\_\_\_

CDBG Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT 4**

**AGREEMENT AMENDMENTS**

[Add Amendments If Applicable]

**EXHIBIT 5**

**LEASE AGREEMENT**

[Add If Applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add If Applicable]

**EXHIBIT 7**  
**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@cityofdaltonga.gov](mailto:cdbg@cityofdaltonga.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](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:** July 19, 2021

**Agenda Item:** Police Department Lease agreement for copier equipment with Jarrett Business Machines

**Department:** Police

**Requested By:** Assistant Chief Crossen

**Reviewed/Approved  
by City Attorney?**

**Cost:** \$109.80/ mo for 48 months

**Funding Source if Not  
in Budget**

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

This is a new lease for a Color printing option for the Police Department. It replaces the current lease which included black and white printing only.





510 McGhee Drive

P.O. Box 2347

LEASE AGREEMENT

(706) 278-2617

Effective Date <b>July 14, 2021</b>				
Full Legal Name <b>City of Dalton Police Department</b>				
Address (Equipment Location) <b>301 Jones Street</b>		City <b>Dalton</b>	State <b>GA</b>	Zip <b>30720</b>
		County <b>Whitfield</b>		
Quantity	Type, Make, Model Number and included accessories	Serial #		
<b>1</b>	<b>Konica Minolta Bizhub C458</b>			
<b>48</b>	<b>MONTHLY LEASE PAYMENTS OF \$109.80 Renewed Yearly</b>	Includes all toner, parts, labor, drum and developer; excludes paper and staples. Billed monthly at .0096 black and .055 color.		
	<b>FMV</b>			

**LEASE AGREEMENT AND FEES:** For and in consideration of the monthly lease payments shown above, Jarrett's Business Machines agrees to lease to City of Dalton Police Dept. City of Dalton Police Dept. agrees to lease from Jarrett's Business Machines, the equipment described above. This lease agreement will begin on the date the equipment is delivered to you. This lease will renew year to year unless cancelled. You understand we are acquiring the equipment based on your unconditional acceptance of it and your promise to pay us under the terms of this lease.

**EQUIPMENT USE AND REPAIR:** You shall keep the equipment in good working order and not move it without our written acknowledge. Except for normal wear and tear, you are responsible for any damage or loss to the equipment.

**DEFAULT:** If you do not pay any sum by its due date, or 20 days from the due date, or you breach any term of this lease or any other agreement with us, you will be in default. If you default, we may require that you 1) return the equipment to us; 2) pay all past due amounts under this lease; and 3) pay all future amounts owed for the unexpired term. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date until paid.

**AGREEMENT:** You have no right to sell, assign or sub lease the equipment or this lease.

**TITLE:** In the event of a default, title to the equipment shall revert to us free and clear of any rights or interests you may have in the equipment.

THIS AGREEMENT IS NOT BINDING ON US UNTIL WE SIGN BELOW.  
VENDOR: JARRETT'S BUSINESS MACHINES

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL LEASE TERM.  
LEASEE: (As stated above--by its undersigned authorized representative)

By: Kristi Hagan Date: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

brother

KONICA MINOLTA

lenovo



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 07/19/21

**Agenda Item:** DCA Local Government Approval Forms

**Department:**

**Requested By:** Northwest GA Family Crisis Center

**Reviewed/Approved by City Attorney?** No

**Cost:** Dept. of Community Affairs

**Funding Source if Not in Budget**

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

Need Local Government Approval of Certification of Consistency with the Local HUD Consolidated Plan for the Emergency Shelter Grant for Family Crisis Center.
---

### **Local Government Approval**

This form is required for Emergency Shelter applications only.

**To:** Georgia Department of Community Affairs  
**Subject:** 2021 Application for Emergency Solutions Grants Program (ESG)  
**Applicant:** Northwest Georgia Family Crisis Cente **HMIS Agency Name:**

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Emergency Shelter	HMIS Project Name	Amount Requested
Northwest Georgia Family Crisis Center, Inc.	Domestic Violence Emergency Shelter Program		\$48,000
Total DCA Funds Requested:			\$48,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Dalton

Name of Approving Local Government

By: Mayor David Pennington

Name of Authorized Official

Signature of Authorized Official

Date

*Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Harvinder Makkar, (470) 382-3518, email: harvinder.makkar@dca.ga.gov.*

## Certification of Consistency with the Local HUD Consolidated Plan

*Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions*

### HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Albany           | <input type="checkbox"/> Cobb County          | <input type="checkbox"/> Gainesville     | <input type="checkbox"/> Savannah           |
| <input type="checkbox"/> Athens-Clarke    | <input type="checkbox"/> (including Marietta) | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta           |
| <input type="checkbox"/> Atlanta          | <input type="checkbox"/> Columbus-Muscogee    | <input type="checkbox"/> Henry County    | <input type="checkbox"/> Warner Robins      |
| <input type="checkbox"/> Augusta-Richmond | <input checked="" type="checkbox"/> Dalton    | <input type="checkbox"/> Hinesville      | <input type="checkbox"/> Not Applicable for |
| <input type="checkbox"/> Brunswick        | <input type="checkbox"/> DeKalb County        | <input type="checkbox"/> Johns Creek     | Balance of State –                          |
| <input type="checkbox"/> Cherokee County  | <input type="checkbox"/> Fulton County        | <input type="checkbox"/> Macon           | Form Not Required                           |
| <input type="checkbox"/> Clayton County   | <input type="checkbox"/> (including Roswell)  | <input type="checkbox"/> Rome            |   |
|   |   | <input type="checkbox"/> Sandy Springs   |   |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2021 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Northwest Georgia Family Crisis Center, Inc.

Project Name(s): Northwest Georgia Family Crisis Center, Inc.

Project Type: Domestic Violence Emergency Shelter Program

Location(s) of the Project(s): Confidential Location - 136 Nickie Drive, Dalton, GA 30720

*In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.*

Name of the Federal Program to which the applicant is applying: ☒ **Emergency Solutions Grants** ☐ **HOPWA**

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Mayor David Pennington

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Harvinder Makkar email harvinder.makkar@dca.ga.gov*



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7-19-21

**Agenda Item:** Reappointment of Brian Wright to the Development Authority

**Department:** Administration/Finance

**Requested By:** Jason Parker

**Reviewed/Approved by City Attorney?** N/A

**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:**

- Reappointment of Brian Wright to a 6-Year term ending 7/19/27