



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 03, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: (Must Complete Commentary Contact Card Prior To Speaking)

Minutes:

1. Mayor and Council Minutes of July 20, 2020

Unfinished Business:

2. Second Reading - Ordinance 20-11
Amendment to the Unified Zoning Ordinance to create clearer definitions, make inserts or omissions (including definitions as well as permitted uses), and otherwise improve the context and readability of the zoning text. The proposed amendments will affect Group Homes, Personal Care Homes, and Boutique Hotels, but other definitions and permitted uses may also be added/amended in this process.

New Business:

3. Audit engagement letter for independent annual financial audit.
4. CDBG sub-recipient agreements with Northwest Georgia Family Crisis Center, Friendship House, City of Refuge, and Dalton Housing Authority.
5. Dedication of Public Right of Way - The Farm Subdivision
6. Traffic Control Change - One-Way Street for North Hamilton Street between Springdale Road and Ogburn Street
7. Contract with GeoStabilization International (GSI) for Emergency Above-Road Stabilization Repair of Dug Gap Battle Road
8. General Construction Agreement with Northwest Georgia Paving, Inc. for the Emergency Repair of an Above-Road Slope Failure on Dug Gap Battle Road
9. New records management software to replace existing software.

Supplemental Business:

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JULY 20, 2020

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, and Gary Crews, City Administrator Jason Parker and City Attorney Gandhi Vaughn.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the July 20, 2020 agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of June 15, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

PROCLAMATION

NATIONAL SOCCER DAY – JULY 28, 2020 GAEL PAEZ

The Mayor and Council proclaimed July 28, 2020 as National Soccer Day in the City of Dalton in recognition of all the outstanding local soccer team players, coaches and parents.

PUBLIC COMMENTARY

Cristina Goldberg addressed the Mayor and Council on her concerns on the draft refuse ordinance.

Margaret Thigpen gave an update to the Mayor and Council on the economic impact of teams and tournaments that were held at Heritage Point July 2nd & 3rd. Thigpen also distributed to the Mayor and Council a remaining 2020 events schedule to be hosted in Dalton, Georgia. A copy of these reports are a part of these minutes.

SECOND READING -- ORDINANCE 20-10 – ARTICLE II “COLLECTION” OF CHAPTER 94 “SOLID WASTE” - ORDINANCE NO. 20-10

The Mayor and Council held a second reading of Ordinance 20-10 To Repeal Article II “Collection” Of Chapter 94 “Solid Waste” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton In Its Entirety And To Substitute In lieu Thereof Article II “Collection” Of Chapter 94 “Solid Waste” As Provided Herein; To Provide For The Collection Of Garbage, Refuse, Recyclable Materials And Yard Trimmings; To Provide For A System Of Fees And Fines For The Violation Of Said Chapter; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes. After a lengthy discussion and several changes to the draft, on the motion of Council member Harlan, second Council member Waugh, the Ordinance was approved. Council members Waugh, Harlan and Crews vote aye, Council member Goodlett voted naye. A copy of the revised ordinance is a part of these minutes.

NEW 2020 ALCOHOL BEVERAGE APPLICATION

The Mayor and Council reviewed the following New 2020 Alcohol Beverage Application:

Business Owner:	Downtown Dalton Development Authority
D/b/a:	Downtown Dalton Development Authority
Applicant:	Audrey Batts
Business Address:	305 S. Depot St.
Type:	Pouring Beer, Pouring Wine
Disposition:	New

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the New 2020 Alcohol Beverage Application. The vote was unanimous in favor.

RENEWAL OF SCHOOL RESOURCE OFFICER CONTRACT

The Mayor and Council reviewed the yearly renewal agreement for the School Resource Officer Contract between the City of Dalton and Dalton Public Schools to expire July 1, 2021. On the motion of Council member Harlan, second Council member Goodlett, the agreement was approved. The vote was unanimous in favor.

APPOINTMENT OF MR. TRUMAN W. WHITFIELD, III TO THE PUBLIC SAFETY COMMISSION TO FILL THE UNEXPIRED TERM OF MR. KENNETH WILLIS

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the Appointment of Mr. Truman W. Whitfield, III to the Public Safety Commission to fill the unexpired term of Mr. Kenneth Willis. Mr. Willis passed away suddenly in July 2020. The vote was unanimous in favor.

REAPPOINTMENT OF KENNETH HARLESS TO THE ZONING APPEALS BOARD

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council reappointed Kenneth Harless to the Zoning Appeals Board to expire July 31, 2025. The vote was unanimous in favor.

WAIVER OF REAL ESTATE REVERSION – LEGION POST 112 PROPERTY

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Waiver of Real Estate Reversion at Legion Post 112 Property. The vote was unanimous in favor.

CDBG CONSULTANT AMENDMENT #2 WITH BLULYNX SOLUTIONS, INC.

The Mayor and Council reviewed the CDBG Consultant Amendment #2 with BLULYNX Solutions, Inc. for the CDBG program. The program will commence July 1, 2020 and end April 30, 2020 for a total cost of 65,987.00 including a 3500.00 increase to facilitate the additional CDBG funds received from HUD through the CARES Act. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Consultant Agreement. The vote was unanimous in favor.

CDBG SMALL BUSINESS LOAN AGREEMENTS

Chief Financial Officer Cindy Jackson presented 17 agreements with local businesses for the CDBG Small Business Loan Forgiveness Program to be paid from Community Development Block Grant Funds in the amount of \$222,250.00. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the loan agreements. Council members Waugh, Harlan and Goodlett vote aye, Council member Gary Crews recused himself. A copy of those agreements are a part of these minutes.

FY-2020 BUDGET AMENDMENT #4

Chief Financial Officer Cindy Jackson presented FY-2020 Budget amendment #4 in the amount of \$271,870.00 for various departmental requests, contract awards and CDBG funding. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved Amendment #4. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH WESTMOR FLUID SOLUTIONS, LLC TO REFURBISH THE FUEL TANK AND PUMP SYSTEMS ON THE JET A REFUELER AND INSTALL ON NEW TRUCK CHASSIS FOR DALTON MUNICIPAL AIRPORT.

The Mayor and Council reviewed the Professional Services Agreement with Westmore Fluid Solutions, LLC to Refurbish the Fuel Tank and Pump Systems on the Jet A Refueler and install on New Truck Chassis for Dalton Municipal Airport in the amount of \$66,900.00 to be paid from Capital Improvements funds. On the motion of Council member Goodlett, second Council member Waugh, the Agreement was approved.

CHANGE ORDER REQUEST – CITY EMAIL MIGRATION PROJECT

IT Director Jorge Paez presented a Change Order Request for two separate contracts as it relates to the City email:

1.	Migration to Office 365	\$4,513.45
2.	Interdev	\$1,760.00

Paez stated that his department will add the Police department's domain and will need an additional 55 licenses. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Change Order request.

REMOTE MONITORING AND MANAGEMENT SERVICE TO REPLACE CISCO AMP AND TEAMVIEWER

IT Director Jorge Paez presented a contract in the amount of \$15,600 with Ninja RMM to Replace Cisco AMP and Team Viewer. Paez stated that Ninja RMM software will allow the department to roll out all the security patches without the need of additional personnel and will also have a net saving of \$3,711.60. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the software contract. The vote was unanimous in favor.

Mayor and Council
Minutes
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CONTRACT FOR SERVICES WITH NORTHWEST GEORGIA PAVING, INC. FOR THE
2020 MILLING AND RESURFACING OF VARIOUS CITY STREETS

The Mayor and Council reviewed the Contract for services with Northwest Georgia Paving, Inc. for the 2020 Milling and Resurfacing of Various City Streets in the amount of \$996,067.80 to be paid out of the 2015 SPLOST & GDOT LMIG funding. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the contract. The vote was unanimous in favor.

FIRST READING - ORDINANCE 20-11- AMENDMENT TO THE UNIFIED ZONING
ORDINANCE
ORDINANCE NO. 20-11

The Mayor and Council held the first reading on Ordinance No, 20-11 To Amend The “Unified Zoning Ordinance of Whitfield County, Georgia” As Adopted By The City On January 6, 2020, By Deleting, Within Article II, Definitions, The Definition Of “Boutique Hotel,” “Group day care home,” “Child care learning center,” “Adult day care/day health,” “Group Home,” “Health Department,” And “Personal Care Home, And By Inserting Alphabetically Therein New Definitions Of Each Such Term; By Inserting Alphabetically New Definitions Of “Community Living Arrangement” And “Child Caring Institution, also known as Group Home;” By Amending The Permitted Use Table With Respect To Several Uses; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 7:01 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/20/2020

Agenda Item: The request of the City of Dalton Mayor and Council to amend the Unified Zoning Ordinance to create clearer definitions, make inserts or omissions (including definitions as well as permitted uses), and otherwise improve the context and readability of the zoning text. The proposed amendments will affect Group Homes, Personal Care Homes, and Boutique Hotels, but other definitions and permitted uses may also be added/amended in this process.

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.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-11

An Ordinance Of The City Of Dalton To Amend The “Unified Zoning Ordinance of Whitfield County, Georgia” As Adopted By The City On January 6, 2020, By Deleting, Within Article II, Definitions, The Definition Of “Boutique Hotel,” “Group day care home,” “Child care learning center,” “Adult day care/day health,” “Group Home,” “Health Department,” And “Personal Care Home, And By Inserting Alphabetically Therein New Definitions Of Each Such Term; By Inserting Alphabetically New Definitions Of “Community Living Arrangement” And “Child Caring Institution, also known as Group Home;” By Amending The Permitted Use Table With Respect To Several Uses; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, the Whitfield County Board of Commissioners adopted the *Unified Zoning Ordinance* on or about August 15, 2015; and

WHEREAS, the Whitfield County Board of Commissioners 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 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 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 that in so doing, it protects the health, welfare, and safety of the public;

WHEREAS, the City desires to maintain the Unified Zoning Ordinance of Whitfield County, Georgia as amended;

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

-1-

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

-2-

The Unified Zoning Ordinance of Whitfield County, Georgia as adopted by the City of Dalton on January 6, 2020, as amended, is hereby amended as follows:

1. Amend Article II, Definitions, by deleting existing definitions of “Boutique Hotel,” “Group Day Care Home,” “Child Care Learning Center,” “Adult Day Care/Day Health,” “Group Home,” “Health Department,” and “Personal Care Home.”
2. Amend Article II, Definitions, by adding, in alphabetical order therein, the definitions of “Boutique Hotel,” “Group Day Care Home,” “Child Care Learning Center,” “Adult Day Center,” “Community Living Arrangement,” “Group Home,” “Child Caring Institution,” “Health Department,” and “Personal Care Home” such that the new definitions shall read as follows:
 - a. ***Boutique Hotel.*** A small lodging facility with fifty (50) or fewer guest rooms that are rented to occupants on a daily basis for not more than fourteen (14) consecutive days. Access to each guest room shall be through an inside lobby supervised at all times.
 - b. ***Group Day Care Home.*** An establishment regulated by the Georgia Department of Family and Children’s Services (DFCS) and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises and/or cares for not less than seven (7) and not more than eighteen (18) children under eighteen (18) years of age who remain at such establishment for not more than sixteen (16) hours per day.
 - c. ***Child Care Learning Center.*** An establishment regulated by the Georgia Department of Family and Children’s Services (DFCS) and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises and/or cares for not less than nineteen (19) children under eighteen (18) years of age who remain at such establishment for not more than sixteen (16) hours per day.
 - d. ***Adult Day Center.*** An establishment regulated by the Georgia Department of Community Health and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises, cares for, provides recreational and social services and/or health and rehabilitative services for three (3) or more persons eighteen (18) years of age or older who, because of some mental or physical impairment, which either limits the person’s major life activities or has a record of impairing such activities, remain at such establishment for not more than sixteen (16) hours per day.
 - e. ***Community Living Arrangement.*** An establishment regulated by the Georgia Department of Community Health and operated by any person, firm, partnership, association, proprietorship, company or corporation, which, for a fee, provides or arranges for the provision of daily personal services, supports, care, or treatment exclusively for two (2) or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of

Behavioral Health and Developmental Disabilities (DBHDD.)

- f. ***Group Home, (also known as Child Caring Institution.)*** A child-welfare facility licensed by the Georgia State Department of Human Services, which either primarily or incidentally provides full-time room, board, and watchful oversight to six (6) or more children through eighteen (18) years of age outside their own homes.
 - g. ***Child Caring Institution, (also known as Group Home.)*** A child-welfare facility licensed by the Georgia State Department of Human Services, which either primarily or incidentally provides full-time room, board and watchful oversight to six (6) or more children through eighteen (18) years of age outside their own homes.
 - h. ***Health Department.*** Depending upon the proper context, either the Georgia Department of Community Health, and/or the Whitfield County Health Department, and/or the Whitfield County Board of Health.
 - i. ***Personal Care Home.*** Any dwelling, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food service, and one (1) or more personal services for two (2) or more adults who are not related to the owner or administrator by blood or marriage.
- 3. Amend the Permitted Use Table with respect to “Assisted Living Facility/Community” to denote by the letter “X” thereon that such use shall be permitted outright in the C-2 and M-1 zoning districts.
 - 4. Amend the Permitted Use Table by adding “Community Living Arrangement” and denoting by the letter “X” thereon that such use shall be permitted outright in the R-1, R-2, R-5, R-6, and R-7 zoning districts.
 - 5. Amend the Permitted Use Table with respect to “Day Care Home, Group” to denote by the letter “X” thereon that such use shall be permitted outright in the C-1, C-2, and C-4 zoning districts, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the MU and PUD zoning districts.
 - 6. Amend the Permitted Use Table with respect to “Child Care Learning Center” to denote by the letter “X” thereon that such use shall be permitted outright in the C-2 zoning district, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the MU and PUD zoning districts.
 - 7. Amend the Permitted Use Table with respect to “Adult Day Center” to denote by the letter “X” thereon that such use shall be permitted outright in the C-2 zoning district, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the R-7, C-1, and PUD zoning districts.

8. Amend the Permitted Use Table with respect to “Group Home” to denote by the letter “X” thereon that such use shall be permitted outright in the R-6, R-7, and C-2 zoning districts, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the SA, R-1, R-2, R-5, MU, and PUD zoning districts.
9. Amend the Permitted Use Table with respect to “Child Caring Institution” to denote by the letter “X” thereon that such use shall be permitted outright in the R-6, R-7, and C-2 zoning districts, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the SA, R-1, R-2, R-5, MU, and PUD zoning districts.
10. Amend the Permitted Use Table with respect to “Personal Care Home, Family” to denote by the letter “X” thereon that such use shall be permitted outright in the GA, SA, R-1, R-2, R-5, R-6, and R-7 zoning districts, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the MU and PUD zoning districts.
11. Amend the Permitted Use Table with respect to “Personal Care Home, Group” to denote by the letter “X” thereon that such use shall be permitted outright in the R-6 and R-7 zoning districts, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the SA, R-1, R-2, R-5, MU, and PUD zoning districts.
12. Amend the Permitted Use Table with respect to “Personal Care Home, Congregate” to denote by the letter “X” thereon that such use shall be permitted outright in the R-7 zoning district, and denoted by the letter “S” thereon that such use shall be permitted only after Special Use review and approval within the R-6, MU, and PUD zoning districts.

-3-

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

-4-

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

-5-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

TO: Whitfield County Board of Commissioners
Mark Gibson
Robert Smalley
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: June 25, 2020

SUBJECT: The request of the City of Dalton Mayor and Council to amend the Unified Zoning Ordinance to create clearer definitions, make inserts or omissions (including definitions as well as permitted uses), and otherwise improve the context and readability of the zoning text. The proposed amendments will affect Group Homes, Personal Care Homes, and Boutique Hotels, but other definitions and permitted uses may also be added/amended in this process.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 22, 2020 at 6:00 p.m. at the Edwards Park Complex at 115 Edwards Park Entrance, Dalton, Georgia. A portion of the agenda included a public hearing concerning the above matter. A quorum of four 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 proposed several amendments to the UZO. Chairman Laughter asked several questions in regard to the existing senior care facilities in the community and stated that she wanted to ensure that none of those facilities would be impacted negatively. Unable to pinpoint those facilities and confirm their zoning, Calhoun and Price-Garland stated that they would confirm and report prior to any final action to ensure that the existing facilities were zoned appropriately. Price-Garland stated that even in the case that the existing uses weren't zoned accordingly, those properties would be able to continue their operations unphased by way of the UZO's non-conformity clause. Laughter also pointed out that some facilities offered care to both minors and seniors and pointed out that none of the proposed definitions described such a combination. Price-Garland stated that there are instances where one facility may obtain licenses for multiple programs through the state and operate multiple programs on a single property. Ms. McClurg requested an existing example of some of the proposed definitions, but Calhoun and Price-Garland were unable to give certain examples of facilities already established in the community. With no other comments heard for or against this hearing closed.

Recommendation:

Chairman Lidderdale sought a motion on the requested text amendments. **Mr. DeLay then made a motion to recommend the proposed text amendments based on his agreement with the content of the staff analysis. Ms. McClurg then seconded the motion and a unanimous recommendation to approve the proposed text amendments followed, 3-0.**

STAFF ANALYSIS
TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

June 2020

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 identifies the current text or current zoning, then proposes the corrected text or new zoning. The legal advertisement ran on Friday, June 5, 2020; 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 Tuesday June 16, 2020.

Proposed Text Amendments: The proposed text amendments are listed as they appear within the UZO's current text. The current text recommended to be omitted will be stricken through, while the language recommended to replace the omitted text will be highlighted. For the staff, the proposed amendments are considered clean-up and clarification of past ordinances in the new format of the Unified Zoning Ordinance. 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 in order to address issues and allow for up-to-date definitions. The first text amendment is to allow for more flexibility in regard to the number of rooms permitted for boutique hotels, while limiting the number of rooms from that of conventional hotels. This amendment will only affect the Article II--Definitions section of the ordinance.

The other amendments are in regard to Group Homes and Personal Care Homes. It was discovered that the current definitions of these uses may not be in alignment with Georgia State regulatory language, and it was decided that thorough research would help to correct those definitions. Upon

discussing the definitions of those uses, it was discovered that some changes to the Permitted Use Table would be necessary as well. The amendments to the Permitted Use Table are in order to ensure that the various uses in discussion would be in alignment with the density and characteristics of the various residential zone districts within the UZO.

Proposed Text Amendments

EXAMPLE Unmarked text indicates existing text for context

~~EXAMPLE~~ Strikethrough indicates existing text to be omitted

EXAMPLE Yellow highlighted text indicates the proposed new definitions to replace stricken text

EXAMPLE Green highlighted text indicates the permitted zone districts for the new definitions

1. **Boutique Hotel.** A small lodging facility with ~~35~~ 50 or fewer guest rooms that are rented to occupants on a daily basis for not more than 14 consecutive days. Access to each guest room shall be through an inside lobby supervised at all times.

2. ~~Assisted Living Home. Synonymous with Personal Care Home.~~

Assisted Living Facility/Community. A personal care facility serving twenty-five (25) or more residents that is licensed by the Georgia Department of Community Health to provide assisted living care. This includes the provision of personal services, the administration of medications by a certified medication aide and the provision of assisted self-preservation.

Permitted Outright in Zones: C-2 and M-1

3. **Community Living Arrangement.** An establishment regulated by the Georgia Department of Community Health and operated by any person, firm, partnership, association, proprietorship, company or corporation, which, for a fee, provides or arranges for the provision of daily personal services, supports, care, or treatment exclusively for two (2) or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavioral Health and Developmental Disabilities (DBHDD.)

Permitted Outright in Zones: **R-1, R-2, R-5, R-6, and R-7**

4. **Day Care Home, Group.** ~~An establishment regulated by the State of Georgia Department of Human Resources and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises and/or cares for not less than seven (7) and not more than eighteen (18) children under eighteen (18) years of age who remain at such establishment for not more than sixteen (16) hours per day.~~

An establishment regulated by the Georgia Department of Family and Children's Services (DFCS) and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises and/or cares for not less than seven (7) and not more than eighteen (18) children under eighteen (18) years of age who remain at such establishment for not more than sixteen (16) hours per day.

Permitted Outright in Zones: **C-1, C-2, and C-4**

Permitted Via Special Use Permit in Zones: **MUand PUD**

5. **Child Care Learning Center.** ~~An establishment regulated by the State of Georgia Department of Human Resources and operated by any person, society, agency, firm, partnership, proprietorship, company, or corporation, which, for a fee, supervises and/or cares for not less than nineteen (19) children under eighteen (18) years of age, who remain at such establishment for not more than sixteen (16) hours per day.~~

An establishment regulated by the Georgia Department of Family and Children's Services (DFCS) and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises and/or cares for not less than nineteen (19) children under eighteen (18) years of age who remain at such establishment for not more than sixteen (16) hours per day.

Permitted Outright in Zones: **C-2**

Permitted Via Special Use Permit in Zones: **MUand PUD**

6. **Adult Day Care/Day Health.** ~~An establishment regulated by the State of Georgia Department of Human Resources and operated by any person, society, agency, firm, partnership,~~

proprietorship, company, or corporation which, for a fee, supervises, cares for, provides recreational and social services, and/or health and rehabilitative services for persons eighteen (18) years of age or older who, because of some mental or physical impairment which limits either the person's major life activities or has a record of impairing such activities, remain at such establishment for not more than sixteen (16) hours per day.

Adult Day Center. An establishment regulated by the Georgia Department of Community Health and operated by any person, firm, partnership, association, proprietorship, company, or corporation which, for a fee, supervises, cares for, provides recreational and social services and/or health and rehabilitative services for three (3) or more persons eighteen (18) years of age or older who, because of some mental or physical impairment, which either limits the person's major life activities or has a record of impairing such activities, remain at such establishment for not more than sixteen (16) hours per day.

Permitted Outright in Zones: C-2

Permitted Via Special Use Permit in Zones: R-7, C-1, and PUD

7. **Group Home.** ~~A single family dwelling, approved and licensed by the State of Georgia Department of Human Resources, housing who are mentally /physically handicapped, elderly, terminally ill, AIDS/HIV victims, Alzheimer's patients, or children and teens with emotional problems, operating as a single housekeeping unit under a common housekeeping management plan based on an intentionally structured relationship providing the organization and stability of a home environment.~~

Also known as a Child Caring Institution (CCI) A child-welfare facility licensed by the Georgia State Department of Human Services which either primarily or incidentally provides full-time room, board and watchful oversight to six or more children through 18 years of age outside their own homes.

Permitted Outright in Zones: R-6, R-7, and C-2

Permitted Via Special Use Permit in Zones: SA, R-1, R-2, R-5, MU, and PUD

8. **Health Department.** ~~The State Department of Human Resources and/or the Whitfield County Health Department and/or the Whitfield County Board of Health.~~

Depending upon the context, either the Georgia Department of Community Health, and/or the Whitfield County Health Department, and/or the Whitfield County Board of Health.

9. **Personal Care Home.** ~~An intermediate care facility licensed or approved to provide full-time assistance as necessary, including, but not limited to rooms, meals, and attention to personal needs, to non-family ambulatory individuals who, by reason of advanced age or infirmity, are unable to care completely for themselves, but who remain largely self-sufficient. Synonymous with “Assisted Living Home.”~~

Any dwelling, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food service, and one (1) or more personal services for two (2) or more adults who are not related to the owner or administrator by blood or marriage. This includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance with ambulation and transfer, and essential activities of daily living such as eating, bathing, grooming, dressing, and toileting.

For purposes of this Ordinance, Personal Care Homes are sub-classified, as follows:

Family Personal Care Home. A home for adults in a family type residence, non-institutional in character, which offers care to two (2) to six (6) persons.

Permitted Outright in Zones: GA, SA, R-1, R-2, R-5, R-6, and R-7

Permitted Via Special Use Permit in Zones: MU and PUD

Group Personal Care Home. A home for adults in a residential setting, non-institutional in character, which offers care to seven (7) to fifteen (15) persons.

Permitted Outright in Zones: R-6 and R-7

Permitted Via Special Use Permit in Zones: SA, R-1, R-2, R-5, MU, and PUD

Congregate Personal Care Home. A home for adults which offers care to sixteen (16) or more persons.

Permitted Outright in Zones: R-7

Permitted Via Special Use Permit in Zones: R-6, MU, and PUD



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-3-20

Agenda Item: Audit Engagement

Department: Finance

Requested By: Cindy Jackson

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

Cost: \$85,000

**Funding Source if Not
in Budget** In Budget

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

Audit engagement letter for performance of annual independent audit.

May 5, 2020

To Honorable Mayor, Members of the City Council,
City Administrator, and Chief Financial Officer
City of Dalton, Georgia
P.O. Box 1205
Dalton, Georgia 30722

We are pleased to confirm our understanding of the services we are to provide the City of Dalton, Georgia for the years ended December 31, 2019, 2020, 2021, 2022, and 2023. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Dalton, Georgia as of and for the years ended December 31, 2019, 2020, 2021, 2022, and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Dalton, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Dalton, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) GASB required pension supplementary information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Dalton, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual nonmajor fund financial statements and schedules.
- 3) Schedule of projects constructed with special purpose local option sales tax

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The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section of the comprehensive annual financial report
- 2) Statistical section of the comprehensive annual financial report

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor, City Council, City Administrator, and Chief Financial Officer of the City of Dalton, Georgia. We will make reference to Deloitte's audit of Dalton Utilities (the Water, Light, and Sinking Fund Commission) in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The City of Dalton, Georgia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Dalton, Georgia's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Dalton, Georgia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Dalton, Georgia in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 1.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Estes & Walcott, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which Estes & Walcott is not involved, you agree to clearly indicate in the exempt offering document that Estes & Walcott is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services we provide by designating an individual, Cindy Jackson, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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The audit documentation for this engagement is the property of Estes & Walcott and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Georgia Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Estes & Walcott personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Georgia Department of Audits and Accounts. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 15 and to issue our reports no later than June 30. Alex Walcott is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates except that we agree that our gross fee will not exceed \$85,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Dalton, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Estes & Walcott

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RESPONSE:

This letter correctly sets forth the understanding of the City of Dalton, Georgia.

Management signature:

Title:

Date:

Governance signature: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-3-20

Agenda Item: 2020-2021 CDBG Sub-recipient Agreements

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$322,401

Funding Source if Not in Budget In Budget

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

CDBG sub-recipient agreements with Northwest Georgia Family Crisis Center, Friendship House, City of Refuge, and Dalton Housing Authority.

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



FY2020 [July 1, 2020-June 30, 2021]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

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

HUD GRANT NO: B-20-MC-13-0011

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

THIS AGREEMENT, made and entered into on the 1st day of July 2020 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] 2020 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, \$14,923.00 from Fiscal Year 2020 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, 2021.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2020
Deadline for Expenditure of Funds	6/30/2021
Agreement Termination Date	6/30/2021
Deadline for Receipt of Final Reimbursement Request	7/15/2021

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 onsite 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, 2021.

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.

By [Signature]
(Signature)

By Kebra Pindup
(Typed Name/Title)
Executive Director
July 15, 2020
(Signature Date)

ATTEST:

By [Signature]
(Signature)

By Kathy Thornton, Financial/
(Typed Name/Title) Operations Coord.
July 15, 2020
(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 2020-2024 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: **CONFIDENTIAL ADDRESS Dalton, GA address on file in CDBG office**

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



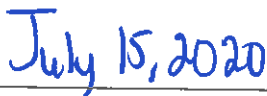
Signature - Subrecipient Chief Elected Official or Board Chair



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: **Client Advocate for Domestic Violence**

STATEMENT OF WORK

The total FY 2020 CDBG budget for this activity shall not exceed **\$14,923.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2021. The activity shall be completed by June 30, 2021. 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 **Client Advocate for Domestic Violence**.

GENERAL REQUIREMENTS:

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

1st Year – 2021:

2nd year – 2022:

3rd year – 2023:

4th year – 2024:

5th 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 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 3
MONTHLY REPORTS

Month/Year of this Report:	
Agency Name:	
Activity Name:	
Person Submitting Report:	Date Submitted:

NEW PERSONS SERVED THIS MONTH

Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year and not reported again during that Program Year.

1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income	Total Number of Persons Served for The Month	Total Number of Person Served for The Year
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		
2. Number of New Persons Served - As Identified by Each Individual - Listed by Race/Sex/Ethnicity		
Race by Gender	Male	Female
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		
Totals		
Race by Ethnicity	Hispanic or Latino	Non-Hispanic or Non-Latino
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		
Totals		
3. Number of New Female-Headed Households Served This Month		
4. Presumed Benefit Groups Served - Use Only the Category Used to Qualify Your Activity for CDBG funding	Total	Year to Date Total
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		
Totals		
5. Provide your Program Income for this reporting period:	\$	\$

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

FY2020 Income Limits *Effective July 1, 2020

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$11,500	\$19,050	\$30,650
2	\$13,150	\$21,900	\$35,000
3	\$14,800	\$24,650	\$39,400
4	\$16,400	\$27,350	\$43,750
5	\$17,750	\$29,550	\$47,250
6	\$19,050	\$31,750	\$50,750
7	\$20,350	\$33,950	\$54,250
8	\$21,650	\$36,150	\$57,750

*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.

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):

Due to our confidentiality policy for victims of domestic violence we are unable to provide name of clients served. We can provide client numbers, county, how many individuals served, race, sex, adult or child.

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

This section will not be an issue.

Signature/Position Title for CDBG Subrecipient

Date Signed

CITY OF DALTON
MONTHLY EXPENDITURE REPORT
GRANT PERIOD JULY 1, 2021 - JUNE 30, 2021



MONTH:

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
I. Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
II. Non-Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
III. Architectural/Engineering Design	\$0.00	\$0.00	\$0.00	\$0.00
IV. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	\$0.00
V. Construction/Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00
VI. Other (Explain)	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COSTS	\$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

Program Income:	Monthly Revenue:	Total Reimbursement Amount:	\$
	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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

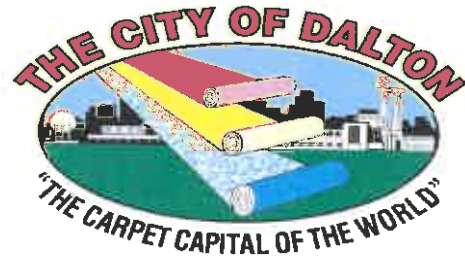
<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Other information and regulations can be found at:

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

City of Dalton
CDBG Program Office

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



FY2020 [July 1, 2020-June 30, 2021]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: Friendship House, Inc.

HUD GRANT NO: B-20-MC-13-0011

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

THIS AGREEMENT, made and entered into on the 1st day of July 2020 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **Friendship House, Inc.**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 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 2020 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, 2021.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2020
Deadline for Expenditure of Funds	6/30/2021
Agreement Termination Date	6/30/2021
Deadline for Receipt of Final Reimbursement Request	7/15/2021

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, 2021.

Item 18. Program Income

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

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

Item 19. Repayments

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

Item 20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
 - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
 - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
 - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
 - 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;

- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

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

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

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

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

Item 22. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or

services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.

2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 23. Disputes, Default, and Termination

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

Item 24. Performance

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

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

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


Item 26. Reimbursement Process

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

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

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

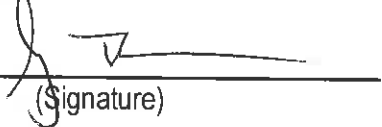
FOR THE SUBRECIPIENT:
Friendship House, Inc.

By 
(Signature)

By Tracy Clement
(Typed Name/Title)

July 21, 2020
(Signature Date)

ATTEST:

By 
(Signature)

By Mary Thelma Norri
(Typed Name/Title)

July 21, 2020
(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 2020-2024 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: **1300 South Hamilton Street, 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

Tracy Clement

Typed Name - Subrecipient Chief Elected Official or Board Chair

Board Chair

Title

July 21, 2020

Signature Date

ATTEST:



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

May Thelma Norris

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

July 21, 2020

Date of Attesting Person's Signature

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 2020-2024 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: **1300 South Hamilton Street, Dalton, GA 30720**

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:A. Lobbying Certification - Paragraph n

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

B. Drug-Free Workplace Certification - Paragraph o

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2**SCOPE OF SERVICES**

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

Agency: Friendship House, Inc.
Activity Name: **Tuition for children 6 weeks - 5 years of age**

STATEMENT OF WORK

The total FY 2020 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, 2021. The activity shall be completed by June 30, 2021. 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 tuition costs for children 6 weeks - 5 years of age

GENERAL REQUIREMENTS:

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

1st Year – 2021:

2nd year – 2022:

3rd year – 2023:

4th year – 2024:

5th 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 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 3
MONTHLY REPORTS

CITY OF DALTON 2020 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:

NEW PERSONS SERVED THIS MONTH

Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year and not reported again during that Program Year.

New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income	Total Number of Persons Served for The Month	Total Number of Person Served for The Year
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		

Number of New Persons Served - As Identified by Each Individual - Listed by Race/Sex/Ethnicity				
Race by Gender	Male	Female	Total	Year to Date Total
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				
Totals				

Race by Ethnicity	Hispanic or Latino	Non-Hispanic or Non-Latino	Total	Year to Date Total
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				
Totals				

Number of New Female-Headed Households Served This Month		Total	Year to Date Total
Presumed Benefit Groups Served - Use Only the Category Used to Qualify Your Activity for CDBG			
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			
Totals			
Provide your Program Income for this reporting period:		\$	\$

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]
FY2020 Income Limits *Effective July 1, 2020

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$11,500	\$19,050	\$30,650
2	\$13,150	\$21,900	\$35,000
3	\$14,800	\$24,650	\$39,400
4	\$16,400	\$27,350	\$43,750
5	\$17,750	\$29,550	\$47,250
6	\$19,050	\$31,750	\$50,750
7	\$20,350	\$33,950	\$54,250
8	\$21,650	\$36,150	\$57,750

*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.
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, 2021



MONTH: _____

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
I. Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
II. Non-Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
III. Architectural/Engineering Design	\$0.00	\$0.00	\$0.00	\$0.00
IV. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	\$0.00
V. Construction/Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00
VI. Other (Explain)	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COSTS	\$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

Program Income:	Monthly Revenue:	Total Reimbursement Amount:	\$
	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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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

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



FY2020 [July 1, 2020-June 30, 2021]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: City of Refuge
HUD GRANT NO: B-20-MC-13-0011
CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1st day of July 2020 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] 2020 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, \$106,478.00 from Fiscal Year 2020 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, 2021.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2020
Deadline to Obtain Full Funding	12/31/2020
Deadline for Expenditure of Funds	6/30/2021
Agreement Termination Date	6/30/2021
Deadline for Receipt of Final Reimbursement Request	7/15/2021

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

- (1) Subrecipient has until 12/31/20 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, 2021.

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.

I

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

FOR THE SUBRECIPIENT:
City of Refuge

By Pamela E Cudd
(Signature)

By Pamela E Cudd, CEO
(Typed Name/Title)

July 20, 2020
(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 2020-2024 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.

Pamela E Cudd

Signature - Subrecipient Chief Elected Official or Board Chair

Pamela E Cudd

Typed Name - Subrecipient Chief Elected Official or Board Chair

CEO

Title

July 20, 2020

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 Roof Repair**

STATEMENT OF WORK

The total FY 2020 CDBG budget for this activity shall not exceed **\$106,478.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2021. The activity shall be completed by June 30, 2021. 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]

1st Year – 2021:

2nd year – 2022:

3rd year – 2023:

4th year – 2024:

5th 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 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 3
MONTHLY REPORTS

CITY OF DALTON 2020 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:			
NEW PERSONS SERVED THIS MONTH					
<i>Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year and not reported again during that Program Year.</i>					
1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income			Total Number of Persons Served for The Month	Total Number of Person Served for The Year	
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					
2. Number of New Persons Served - As Identified by Each Individual - Listed by Race/Sex/Ethnicity					
Race by Gender		Male	Female	Total	Year to Date Total
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					
Totals					
Race by Ethnicity		Hispanic or Latino	Non-Hispanic or Non-Latino	Total	Year to Date Total
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					
Totals					
3. Number of New Female-Headed Households Served This Month					
4. Presumed Benefit Groups Served - Use Only the Category Used to Qualify Your Activity for CDBG funding			Total	Year to Date Total	
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					
Totals					
5. Provide your Program Income for this reporting period:			\$	\$	

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]**FY2020 Income Limits *Effective July 1, 2020**

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$11,500	\$19,050	\$30,650
2	\$13,150	\$21,900	\$35,000
3	\$14,800	\$24,650	\$39,400
4	\$16,400	\$27,350	\$43,750
5	\$17,750	\$29,550	\$47,250
6	\$19,050	\$31,750	\$50,750
7	\$20,350	\$33,950	\$54,250

8	\$21,650	\$36,150	\$57,750
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*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.
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:

Pamela C. Cudd, CEO

Signature/Position Title for CDBG Subrecipient

July 20, 2020

Date Signed

CITY OF DALTON
MONTHLY EXPENDITURE REPORT
GRANT PERIOD JULY 1, 2021 - JUNE 30, 2021



MONTH: _____

Type of Expense	Approved Budget	Expenses [This Month]	Cumulative Expenses	Balance
I. Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
II. Non-Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
III. Architectural/Engineering Design	\$0.00	\$0.00	\$0.00	\$0.00
IV. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	\$0.00
V. Construction/Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00
VI. Other (Explain)	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COSTS	\$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

Program Income:	Monthly Revenue:	Total Reimbursement Amount:	\$
	Operating Budget:		
	Program Income:		

Pamela E Cudd
Authorized Signature

CDBG Authorized Signature

July 20, 2020
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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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

City of Dalton
CDBG Program Office

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



FY2020 [July 1, 2020-June 30, 2021]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: Housing Authority of the City of Dalton

HUD GRANT NO: B-20-MC-13-0011

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

THIS AGREEMENT, made and entered into on the 1st day of July 2020 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] 2020 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, \$180,000.00 from Fiscal Year 2020 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, 2021.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2020
Deadline for Expenditure of Funds	6/30/2021
Agreement Termination Date	6/30/2021
Deadline for Receipt of Final Reimbursement Request	7/15/2021

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, 2021.

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:

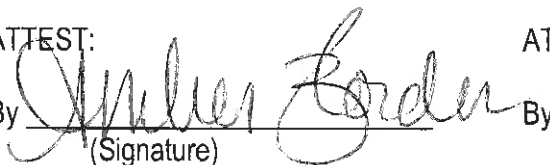
FOR THE SUBRECIPIENT:
Housing Authority of the City of Dalton

By 
(Signature)

By David McKone / Exec Dir
(Typed Name/Title)

07/17/20
(Signature Date)

ATTEST:

By 
(Signature)

By Amber Borden / Assit Dir
(Typed Name/Title)

07/17/20
(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:

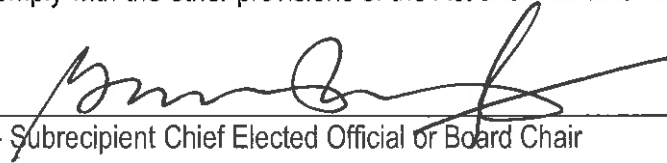
- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant 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 2020-2024 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

George Woodward

Typed Name - Subrecipient Chief Elected Official or Board Chair

Chairman

Title

07/17/20

Signature Date

ATTEST:



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

David McKone

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

Exec Dir

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

07/17/20

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: Underwood St & Beechland Place, Dalton, GA 30720**

STATEMENT OF WORK

The total FY 2020 CDBG budget for this activity shall not exceed **\$180,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2021. The activity shall be completed by June 30, 2021. 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]

1st Year – 2021:

2nd year – 2022:

3rd year – 2023:

4th year – 2024:

5th 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 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

EXHIBIT 3
MONTHLY REPORTS

CITY OF DALTON 2020 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:			
NEW PERSONS SERVED THIS MONTH					
<i>Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year and not reported again during that Program Year.</i>					
1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income			Total Number of Persons Served for The Month	Total Number of Person Served for The Year	
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					
2. Number of New Persons Served - As Identified by Each Individual - Listed by Race/Sex/Ethnicity					
Race by Gender		Male	Female	Total	Year to Date Total
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					
Totals					
Race by Ethnicity		Hispanic or Latino	Non-Hispanic or Non-Latino	Total	Year to Date Total
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					
Totals					
3. Number of New Female-Headed Households Served This Month					
4. Presumed Benefit Groups Served - Use Only the Category Used to Qualify Your Activity for CDBG funding			Total	Year to Date Total	
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					
Totals					
5. Provide your Program Income for this reporting period:			\$	\$	

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

FY2020 Income Limits *Effective July 1, 2020

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$11,500	\$19,050	\$30,650
2	\$13,150	\$21,900	\$35,000
3	\$14,800	\$24,650	\$39,400
4	\$16,400	\$27,350	\$43,750
5	\$17,750	\$29,550	\$47,250
6	\$19,050	\$31,750	\$50,750
7	\$20,350	\$33,950	\$54,250
8	\$21,650	\$36,150	\$57,750

*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.
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, 2021



MONTH:

Type of Expense	Approved Budget	Expenses (This Month)	Cumulative Expenses	Balance
I. Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
II. Non-Personnel				
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
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
III. Architectural/Engineering Design	\$0.00	\$0.00	\$0.00	\$0.00
IV. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	\$0.00
V. Construction/Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00
VI. Other (Explain)	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COSTS	\$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 Budget)) = \$1,050.00

Program Income:	Monthly Revenue:	Total Reimbursement Amount:	\$
	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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/03/2020

Agenda Item: Dedication of Public Right of Way - The Farm Subdivision

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:

See attached Dedication of Public Right of Way between the Mill Creek Property Owners Association, Inc. and the City of Dalton for the right of ways within the Farm Subdivision. Those right of ways include the following streets:

1. Goose Hill Road
2. Bucks Bluff Road
3. Quantum Way
4. Millstone Circle
5. Pintail Circle
6. Wildberry Road
7. Woods Point Road
8. Overlook Trail
9. Stoney Run Road

The nine (9) above referenced streets make up 3.6 centerline miles of roadway. Upon acceptance of the right of way deed, these streets would become publicly owned & maintained by the City of Dalton.

[Space above this line for recording data.]

Please Record and Return To:

DEDICATION OF PUBLIC RIGHT OF WAY

Georgia, Whitfield County

THIS INDENTURE made this ____ day of August, 2020, between **Mill Creek Property Owners Association, Inc.**, a Georgia not for profit corporation, Grantor, and the **City of Dalton**, Georgia, a municipal corporation of the State of Georgia Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property, and conveyed subject to the rights of the Owners (as defined in the “Covenants”) and the Association (as defined in the “Covenants”) to the use thereof as Common Areas (as defined in the “Covenants”), as described in that certain Declaration of Covenants, Restrictions and Easements for the Farm Properties which appear of record in Deed Book 1025 Page 235, et. seq., and as amended (the “Covenants”).

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever, in Fee simple. The said Grantor hereby dedicates Grantor's interest in said roads to public use.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

Mill Creek Property Owners Association, Inc.

Unofficial Witness

By: _____
Alice Squillario, President

Notary Public

Attest: _____
John P. Neal, III, Secretary

My commission expires:

[Notarial Seal]

[Corporate Seal]

EXHIBIT “A”

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot Nos. 226, 227 and 230 in the 12th District and 3rd Section of Whitfield County, Georgia, and being those certain roadways being more particularly identified as “Goose Hill Road”, “Buck's Bluff”, “Millstone Circle” and “Wildberry Road,” according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated July 8, 1987, revised July 10, 1987, revised September 11, 1987, and further revised on September 22, 1987, and recorded in Plat Cabinet C Slides 333-335, inclusive, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title see Deed Book 1025 Page 269 and Deed Book 1054 Page 17, Whitfield County, Georgia Land Records.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot Nos. 226, 227 and 231 in the 12th District and 3rd Section of Whitfield County, Georgia, and being that certain roadway being more particularly identified as “Wildberry Road,” according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated April 3, 1988, as revised, and recorded in Plat Cabinet C Slides 309-391, inclusive, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference, and further described according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated May 13, 2003, revised February 16, 2004, and recorded in Plat Cabinet C Slides 3021-3022 2inclusive, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference

For prior title see Deed Book 1083 Page 99 and Deed Book 4196 Page 18, Whitfield County, Georgia Land Records.

Tract No. 3:

All that tract or parcel of land lying and being in Land Lot Nos. 225 and 226 in the 12th District and 3rd Section of Whitfield County, Georgia, and being that certain roadway being more particularly identified as “Goosehill Road,” according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated June 1, 1988 and revised June 10, 1988, and recorded in Plat Cabinet C Slides 413-414, inclusive, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title see Deed Book 2026 Page 262, Whitfield County, Georgia Land Records.

Tract No. 4:

All that tract or parcel of land lying and being in Land Lot Nos. 225, 226, 227, 230 and 231 in the 12th District and 3rd Section of Whitfield County, Georgia, and being that certain roadway being more particularly identified as "Pintail Circle," according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated July 8, 1987, revised July 10, 1987, revised September 15, 1987 and revised September 22, 1987, and as further revised, and recorded in Plat Cabinet C Slides 721, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title see Deed Book 1025 Page 269, Deed Book 1054 Page 17, Deed Book 2014 Page 311, Whitfield County, Georgia Land Records, and Deed Book 2022 Page 61, Whitfield County, Georgia Land Records.

Tract No. 5:

All that tract or parcel of land lying and being in Land Lot No. 225 in the 12th District and 3rd Section of Whitfield County, Georgia, and being those certain roadways being more particularly identified as "Woods Point Road," "Overlook Trail" and "Stoney Run Road," according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated November 3, 1989, revised November 8, 1989 and revised February 7, 1990, and recorded in Plat Cabinet C Slide 656-657, inclusive, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title see Deed Book 2131 Page 229, Whitfield County, Georgia Land Records.

Trace No. 6:

All that tract or parcel of land lying and being in Land Lot No. 225 in the 12th District and 3rd Section of Whitfield County, Georgia, and being those certain roadways being more particularly identified as "Woods Point," according to that certain plat of survey prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated November 20, 1989, and recorded in Plat Cabinet C Slide 666, inclusive, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title see Deed Book 2006 Page 262, Deed Book 2131 Page 224 and Deed Book 2142 Page 6, Whitfield County, Georgia Land Records.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/03/20

Agenda Item: Traffic Control Change – One-Way Street for North Hamilton Street between Springdale Road and Ogburn Street

Department: Public Works

Requested By: Megan Elliott

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:

See attached Traffic Control Change and Location Map.

PUBLIC WORKS DEPARTMENT
P. ANDREW PARKER, P.E., DIRECTOR
aparker@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

TRAFFIC CONTROL CHANGE

Type: One-Way Street

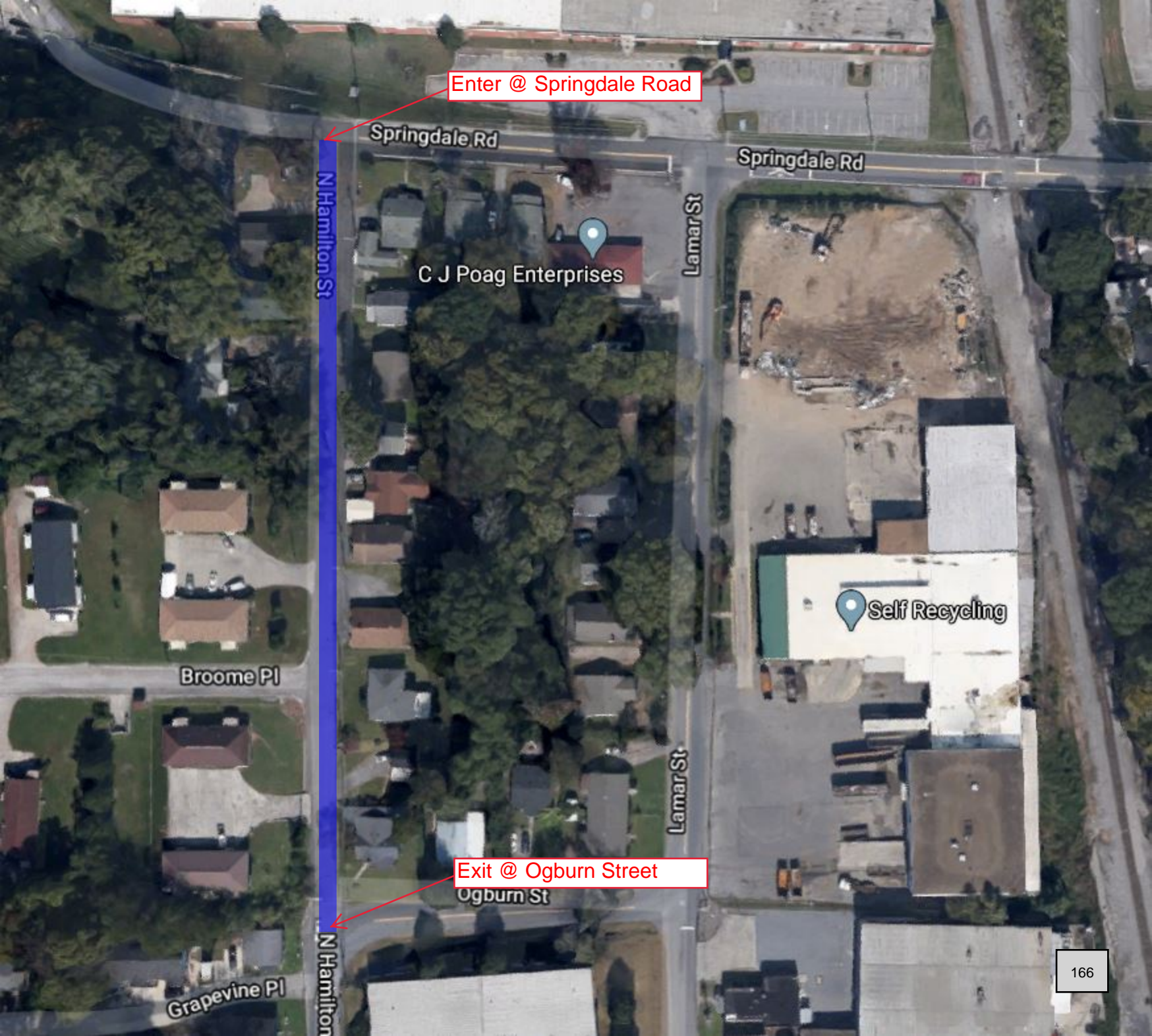
Location: N Hamilton Street between Springdale Road and Ogburn Street

Comments: The purpose of this Traffic Control Change is to convert a section of N Hamilton Street between Springdale Road and Ogburn Street to a one-way street. The narrow width of the pavement and the vertical crest curve create a safety concern as it relates to visibility for multi-directional traffic. Due to the on-site observation and traffic counts, the Traffic Division recommends that this section of street be converted to one-way southbound, enter at Springdale Road and exit at Ogburn Street. If the Traffic Control Change is approved, the Public Works department will install signage and eradicate any two-way traffic striping indications.

Date of Approval: _____

Mayor's Signature: _____

08-03-2020



Enter @ Springdale Road

Springdale Rd

Springdale Rd

N Hamilton St

Lamar St

C J Poag Enterprises

Self Recycling

Broome Pl

Lamar St

Exit @ Ogburn Street

Ogburn St

N Hamilton St

Grapevine Pl



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/03/2020

Agenda Item: Contract with GeoStabilization International (GSI) for Emergency Above-Road Stabilization Repair of Dug Gap Battle Road

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$491,008 (Unit Pricing)

Funding Source if Not in Budget #144800-521210-17052 (Requires Budget Amendment)

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

This contract with GeoStabilization International (GSI) authorizes the structural repairs required to stabilize the above-road slope failure that occurred during Easter weekend on Dug Gap Battle Road. GSI's scope of work includes installing soil nails on an estimated 13,400 SF of slope face followed by an installation of high strength steel mesh to secure the face of the slope. The contract is structured with unit pricing with an estimated project total of \$491,008.00. The scope of work also includes providing a design package sealed by a Professional Engineer.

Public Works will be completing some in-kind work in conjunction with the contractors to minimize costs to the City.

See attached contract package for additional information about the scope of the project.

July 13, 2020

Andrew Parker, P.E.
Public Works Director
Owner of Dalton
535 Elm Street
Dalton, GA 30722

Email: aparker@daltonga.gov
Phone: 706-537-7220

Subject: Proposal for **Emergency Landslide Stabilization on Dug Gap Battle Road**
Whitfield County, Dalton, GA

Dear Andrew Parker:

GeoStabilization International®LLC (GSI®) is pleased to offer the City of Dalton this proposal for the emergency stabilization and repair of Dug Gap Battle Road as shown in the location map below. This proposal is exclusively for the City of Dalton, herein known as the "Owner", to consider. We thank you for the opportunity to provide pricing for this work.

GSI's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GSI, except as may be required by the Georgia Open Records Act. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GSI.

Notwithstanding anything contained herein or in any document to the contrary, the below terms, conditions and exclusions of this Proposal, if accepted, shall apply, control and govern. The Parties agree that this GSI Proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

Location Map: Dug Gap Battle Road – Whitfield County, Dalton, GA





Photo 1: Dug Gap Battle Road Above-Road Landslide

Project Overview

GSI visited the Dug Gap Battle Road landslide site shown above on April 28, 2020 and walked the failed slope and the perimeter of the above-road scarp. Although there were signs of longitudinal pavement cracks associated with vehicular wheel path and associated subgrade distress, there did not appear to be any signs of pavement or below-road distress that seemed integral to the observed above-road failure.

GSI obtained photos and video of the failed condition during our site visit for analysis and modeling purposes. We did observe what appeared to be a continuation of the failed area that extended from about 50' above the road and west to the rock outcropping noted in the survey. We noted that there were no signs of stress cracks on the slope or leaning trees in this area to the west. After obtaining a field survey and actual contours of the entire area from City of Dalton (Lowery & Associates survey) and reviewing field data and notes, we are less concerned about the area to the west. It appears the area of concern is limited to the actual failed area observed in Photo 1.

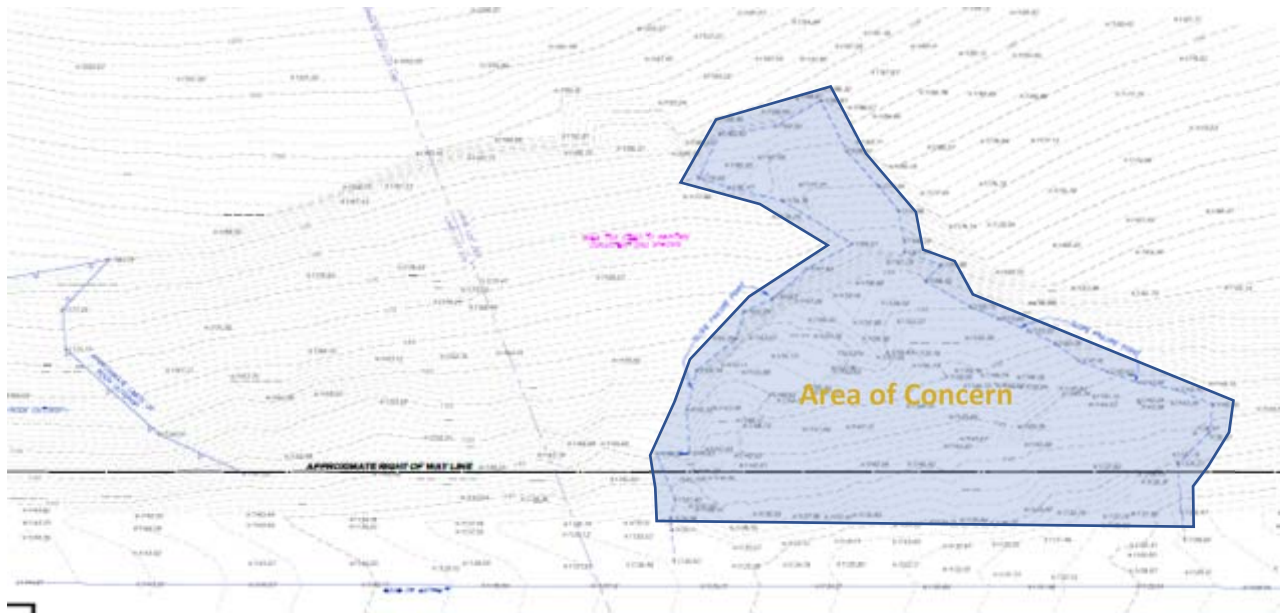


Figure 1: Survey from Lowery & Associates showing delineation of failed area shown in Photo 1

SCOPE OF WORK

GSI's Scope of Work will be to coordinate with City of Dalton and their excavation contractor for delineation of tree clearing and excavation required for GSI to access the slope for soil nail and steel mesh installation.

Figure 2 shows the area of concern with relation to the roadway. There will be additional stabilization, however, associated with grading and ramp access to the excavated benches (see Figure 2). We estimate the total stabilized area to be **13,400 SF** with a maximum height above the road to be approximately **58 FT**.

The items below summarize our approach and scope of work breakdown between GSI and City Forces and/or the City's Contractor:

1. Maintain one lane of traffic and associated signage and work zone safety measures (by City or their Contractor). There will likely be intermittent and short road closures during tree clearing to avoid issues with the traveling public.
2. Tree and vegetation clearing of a 10' swath along the perimeter of the scarp (by City or their Contractor) to allow for intimate contact of steel mesh placement by GSI.
3. Set up erosion control Best Management Practices (BMPs) prior to any equipment mobilization and excavation (by City or their Contractor)
4. Excavation and grading for above road ramp access and work platform benching (by City or their Contractor). Minimum bench width to be 15' wide.
5. Placement of stone for near-level all-weather access of ramp and bench to accommodate equipment in the instance of rain or wet conditions. (by City or their Contractor)
6. Soil nailing and grout installation on a 8' x 6' matrix up to 15' nail length (GSI)

7. Initial Hydroseeding/mulching (GDOT mix for steep slopes) (by City or their Contractor)
Specifically, GSI recommends a seed mix with a minimum of 25% crown vetch.
8. Install Turf Reinforcement Mat (TRM) in the area being stabilized by soil nails and steel mesh (GSI)
9. Installation of steel mesh, plates, and hardware (GSI)
10. Final Hydroseeding/mulching (GDOT mix for steep slopes) (by City or their Contractor)
11. Ensure final grade of bottom of treatment area is graded for positive drainage into roadway drainage channel such that stormwater will be directed away from the stabilization area (by City or their Contractor)
12. Install geotextile and rip rap below the treatment area and toe of slope, as directed by GSI and shown in submittal drawings (by City or their Contractor)
13. Final site clean-up, power broom, street cleaning, as needed (by City or their Contractor)

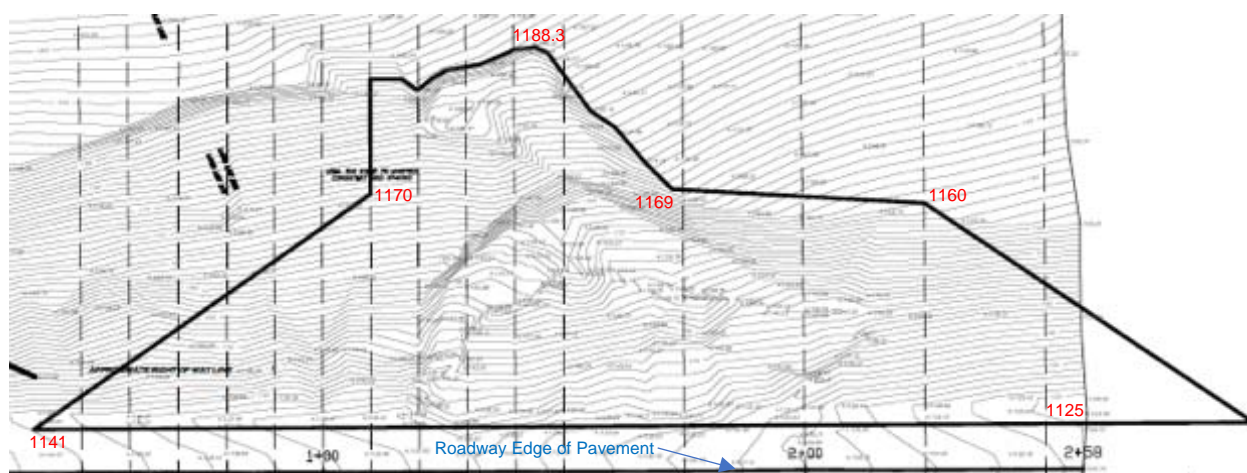


Figure 2: End Elevation View showing proposed area of stabilization including approximate 2:1 access ramps on each end of failed area

PROJECT CONDITIONS

GSI's scope of work includes shop drawings, labor, equipment, and materials to stabilize the existing above-road failure area identified by our April 28, 2020 site visit and subsequent survey by Lowery & Associates pursuant to the following conditions:

- a. Provide final design package sealed by a Professional Engineer Registered in the state of Georgia. Design package will include modeling to support a minimum Factor of Safety of 1.3.
- b. The stabilization area was field observed and further delineated on the site-specific survey. The stabilization area may extend beyond the limits of the scarp to facilitate mesh placement. Unit rates are provided for linear feet of soil nail stabilization and area of steel mesh installation, and GSI will only invoice for work completed.
- c. The initial mobilization includes labor, equipment and material capable of installing the soil nail and GCS wall systems. Work shall be available to GSI prior to GSI mobilizing to the site, and work shall commence continuously, based on stated work hours further in this proposal, until project completion. Costs associated with project delay by others than GSI

not already addressed in this proposal, including demobilization/remobilization costs if GSI is asked to leave and return to the site, shall be negotiated separately.

- d. We understand the City and their Excavation Contractor are committed to coordination with regard to any excavation haul-off so as not to impede the stabilization work by GSI. This primarily speaks to the second and third (final) excavation operations prior to the second and third stage of soil nailing and steel mesh placement. We also understand contingencies are in place for the Contractor to supplement City trucks for haul-off or staging of excavation material behind traffic control devices further up/down the road.
- e. Grout volumes for soil nails are based on the theoretical volume of the drilled hole **plus 30% additional grout volumes** for seepage into minor voids and fissures. Grout volumes over **1.3 times** the theoretical volume of the drilled hole, at each soil nail location, will be charged at the rate of \$33.50 per cubic foot (CF).
- f. This proposal assumes ramps and the first upper bench are excavated by the City's Contractor prior to GSI mobilization. The first bench will be at an elevation of within 25 FT. of the existing scarp line. Additionally, GSI has included standby time to allow for the City's Contractor to excavate each subsequent bench. Specifically, GSI was informed it would take 3 days to excavate the second bench and two days for the final excavation.
- g. Standby time of up to \$950.00 per hour will be charged for additional excavation delay beyond 7 days each for the construction of the second bench and the final excavation or other delays beyond GSI's control resulting from Owner's or Owner's agents. This includes delays/interruptions/interference/disruption to GSI's operation due to requesting GSI mobilize to the site before the site is ready, requiring GSI to attend site specific training and/or meetings that were not previously communicated and delay the project sequence. Day rate is 10-hours and GSI crews will be allowed access to maintain GSI equipment during standby events.
- h. GSI shall provide at its expense Sanitary Facilities for use of GSI employees.
- i. GSI shall provide at its expense and its discretion Site Security during the term of the project.

Cost Table – Emergency Above-Road Stabilization of Dug Gap Battle Road in Dalton, GA

Item	Description	Qty	UM	Unit Price	Total Price
1	Mobilization, Design, Preconstruction Expenses (including Sanitary Facilities for GSI crew)	1	LS	\$ 24,100	\$ 24,100
2	Soil Nail Stabilization	4,650	LF	\$ 67.80	\$ 315,270
3	Steel Mesh and Hardware (including Turf Reinforcement Matting)	13,400	SF	\$ 10.60	\$ 142,040
5	Soil Nail Proof Tests (if required)	---	EA	\$ 1,500	\$ ---
6	Soil Nail Verification Tests (if required)			\$ 3,500	\$ ---
	Line Item Total				\$ 479,910
	Performance Bond at 2%				\$ 9,598
Estimated Project Total					\$ 491,008

Pricing Notes:

1. GSI will notify the Owner immediately of any changing field conditions, slope movement, encountering of early and consistent competent rock, etc. for review and approval of any changes to the project approach outlined in this proposal.
2. Based on field observations including exposed rock adjacent to the failed area as well as history with similar projects and geology, GSI has estimated soil nail lengths of 15' for this project. It is not uncommon for a given project to have nails shorter and/or longer than the design length. GSI has included unit rates for linear feet of soil nail stabilization and area of steel mesh installation, and GSI will only invoice for work completed.
3. If "Work by Others" or "by City Forces" understood by GSI and stated in this proposal is not achievable by City Forces or other existing contractual arrangements, GSI can modify the scope of this proposal as appropriate.
4. Since GSI will only be providing stabilization work and no actual excavation that could conflict with possible utilities, GSI has not including any utility location services in this proposal. Although no utilities are anticipated in the above-road work area associated with this project, GSI will rely of City of Dalton and/or it's separate excavation contractor to locate and mark any utilities, as needed, that may conflict with project excavation or soil nail drilling for slope stabilization. GSI will coordinate with City of Dalton and it's contractor regarding any marked utilities but cannot accept any liability for conflicts with unmarked utilities. As required by law, GSI will call in an 811 utility locate for this project and work around any such located utilities.

WORK HOURS/SCHEDULE

GSI's scope of work is estimated to take **thirty four (34) working days, and we can mobilize to the site within 5-6 weeks** of a signed contract and Notice to Proceed with the work. GSI will coordinate with the City and their Contractor to mobilize earlier if possible or to at least ensure our mobilization is coordinated with excavation by the City's Contractor so as not to have delay between our mobilization and the excavated site.

All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. GSI's standard crew rotation is 10-days on and 4-days off. This is managed by GSI's Operations Manager and may vary for safety purposes based on hours and consecutive days worked.

Additional charges will be assessed if GSI is scheduled and required by Owner to work additional hours or shifts. Owner is under a continuing duty to notify GSI in writing of any changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.

EXCLUSIONS

The following terms, conditions and exclusions shall apply and are specifically excluded from GSI's scope of work and shall be provided to GSI at no cost to GSI, notwithstanding anything in any document to the contrary:

- a. Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirement
- b. Provide Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. (~1,000 gallons per day).
- c. Excavation – as previously stated
- d. Surveying – Any and all surveying including but not limited to layout survey, as-built survey, and tolerances as required.
- e. Traffic Control – All required pedestrian and vehicle traffic control. GSI will require at least one lane of traffic to be closed during GSI's access to and from the work area.
- f. The cost of a bond premium is not included in the GSI's price. If desired by and paid by the Owner, GSI will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- g. Prevailing wages are not included in GSI's price.
- h. Buy American/American Material Requirements are not included in GSI's price.
- i. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GSI's scope of work.
- j. Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If groundwater is encountered the Owner will provide dewatering. Owner is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices "BMPs" is excluded from GSI's scope of work.
- k. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GSI's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- l. Access – All weather working access shall be provided to GSI at all times with at least a **15-ft wide**, level, and unobstructed bench at the face of the treatment area for a 10-ft wide drill rig with a 20-ft horizontal mast, and access shall be provided to GSI at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Contractor and/or Owner shall obtain any and all right of way, licenses, or easements for GSI to perform its work.
- m. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

- a. Retainage, if any, is to be released to GSI within **30 days** after the completion of GSI's work.
- b. GSI will employ open shop labor. In the event that union labor must be used Owner shall pay for any additional cost differential.

- c. All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month.
- d. This agreement/Proposal is subject to and governed by Georgia law under all circumstances and venue for any dispute shall be in the Superior Court of Whitfield County, State of Georgia notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- e. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- f. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- g. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
- h. The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Owner not fully accept or modify this proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.
- i. Should Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- j. GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI or for those whom GSI is legally responsible.
- k. GSI retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way. Owner is authorized to maintain a copy of all contract and project materials and documents for use in inspecting, maintaining, and repairing project following the completion of the project.
- l. This offer expires 30 days from the date transmitted.

Additional terms:

- 1. DATE OF COMMENCEMENT: GSI shall commence work on the project on _____, 20____. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement but not prior to first bench excavation of City's excavation contractor.
- 2. DATE OF COMPLETION: GSI shall complete the project within 60 days of commencement.
- 3. CONTRACT PENALTY: The GSI shall pay to the Owner the amount of \$500.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion. Since this project involves a Team effort comprised of City of Dalton, City of Dalton Excavator Contractor, and GSI Crews, such GSI contract penalty and payment shall only be assessed based on GSI delay in work.

4. PAYMENT: The Owner shall pay the contract sum to GSI upon complete performance of the project and terms of this Agreement. GSI shall provide to Owner an Affidavit from the GSI stating the GSI has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from GSI. Payment shall be made via electronic funds transfer (EFT).

5. GSI COVENANTS: GSI covenants and agrees:
 - a. to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - b. to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
 - c. to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
 - d. to designate a representative authorized to act on GSI's behalf with respect to the project.
 - e. to use the subject property in a safe, careful and lawful manner;
 - f. to promptly report in writing to Owner any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect GSI's ability to complete the scope of services or other terms of this Agreement;
 - g. to promptly report in writing to Owner any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of GSI, its employees, agents, subcontractors, or invitees;
 - h. to keep the subject property in a clean and orderly condition and to remove any personal property of GSI upon completion of the project;
 - i. to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
 - j. to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
 - k. to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the GSI's services;
 - l. to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
 - m. to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the Owner;
 - n. to prepare and submit to the Owner reports required by the scope of services or upon the written request of the Owner.
 - o. to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;

- p. to permit Owner and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project; Owner and/or their employees or agents must come to the site, sign in to GSI's site safety plan, and come prepared with appropriate PPE (Hardhat, ANSI Safety Glasses, Gloves, Protective Boots)
 - q. to use only new materials appropriate for completion of the project;
- 6. **OWNER COVENANTS:** Owner covenants and agrees:
 - (a) to provide all available information, data, reports, records and maps to which Owner has possession or control which are necessary for GSI to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to GSI in obtaining any information or documentation which are necessary for GSI to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the Owner's behalf with respect to the project. Unless otherwise provided, said Owner representative shall be the Director of Public Works;
 - (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for Owner to complete the scope of services;
 - (e) to provide reasonable assistance to Owner in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
- 7. **INSURANCE:** GSI agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. GSI shall provide Owner with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name Owner as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by Owner. Said insurance shall include the following:
 - a. General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - b. Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

GSI shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

 - c. Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.


8. **VENDOR:** GSI shall register and remain active as a Vendor of the City of Dalton by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.
9. **BONDS:** GSI shall provide at owner's expense and maintain a Performance Bond and a Payment Bond in the amount of the total cost of the project.
10. **WARRANTY:** GSI shall provide to Owner a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of **FIVE (5)** years from the date of completion. Within ten days of completion of the terms of the Agreement, GSI shall provide to Owner all original warranty documents from any third party. Specific terms of GSI Warranty are stated below:

Warranty Statement: GeoStabilization International's ("GSI") work carries a **five-year** warranty commencing upon the GSI scope of work's completion date. If at any point within the warranty period the repaired sections become unstable due to the acts or omissions of GSI, GSI will, in a timely manner, remedy the situation with a design/construction solution. This warranty does not cover and specifically excludes work not caused and/or necessitated by the acts or omissions of GSI, work completed by others, minor erosional problems, or issues that develop in the future due to lack of overall maintenance, lack of proper drainage measures, or lack of drainage maintenance. GSI also excludes from warranty coverage catastrophic seismic, weather or other events outside reasonable accounting in design, and further construction, acts, or omissions by others that destabilize the repair (including utility trenches dug into the soil nails, excavations in the lower slide toe areas, addition of fill materials above or on the repair, detrimental drainage changes, or failure to complete required project drainage improvements, etc.). This warranty does not apply to any future performance of any utilities or structures located at or near the site. Global stability and the stability of areas adjacent to or beyond GSI's actual work area(s) are not covered and are excluded from warranty. GSI's warranty obligations, if any, are void absent GSI receiving full and mutually agreed project payment. GSI's warranty duties, if any, shall not exceed the original system cost and shall not include costs related to items outside of GSI's original scope of work. The above referenced warranty is the only warranty provided by GSI, and GSI does not provide any other express or implied warranties of any kind as all such other warranties are specifically excluded notwithstanding anything contained in any document to the contrary.

**THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY
BUSINESS INFORMATION NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)**

If you have any questions please feel free to contact me at the 470-733-2059 or via e-mail at steve@gsi.us.

GeoStabilization International



Steve Poole, P.E.
Senior Engineer
steve@gsi.us | 470-733-2059



J. Reid Bailey, PE
Senior Engineer
reid@gsi.us | 423.619.8576

Accepted by: _____
(Signature)

Accepted by: _____
(Printed Name / Title)

Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/03/2020

Agenda Item: General Construction Agreement with Northwest Georgia Paving, Inc. for the Emergency Repair of an Above-Road Slope Failure on Dug Gap Battle Road

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: Not to Exceed \$213,979.00

Funding Source if Not in Budget #144800-521210-17052 (Requires Budget Amendment)

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

This contract with Northwest Georgia Paving, Inc. authorizes the grading required to stabilize the above-road slope failure that occurred during Easter weekend on Dug Gap Battle Road. In order for the separate, specialty repair contractor to complete their work, three working benches will have to be graded into the +/- 60 foot cut slope above the road. The contract is structured with hourly equipment/labor rates to complete the necessary grading with a not to exceed price of \$213,979.00. The scope of work also includes all necessary timber clearing and final slope grassing. Public Works will be completing some in-kind work in conjunction with the contractors to minimize costs to the City.

See attached contract package for additional information about the scope of the project.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 3rd day of August, 2020 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Northwest Georgia Paving, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located on Dug Gap Battle Road, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project:
The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the NWGP, Inc. Proposal dated 07-28-2020 which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on _____, 20____. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project within 60 Days from the date of commencement.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the hourly rate for equipment and labor specified in Exhibit 'B' ('Equipment and Labor Rates for Slope Repair Dug Gap Battle Road') for all construction services actually performed in compliance with this Agreement. The total contract sum shall not exceed \$213,979.00 as outlined in the NWGP, Inc. Proposal dated 07-28-2020, and any construction services rendered in excess of said amount shall be at CONTRACTOR'S expense. The equipment rates shown in Exhibit 'B' include operator labor and no separate payment shall be made for labor charges. All change orders shall be in writing signed by both parties. Any additional work shall be agreed upon by both parties and charged by the hourly rates provided in Exhibit 'B' attached hereto.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 500.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in

obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
- (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;

- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal Subject property that may be at

any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any

subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

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

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

Such notice to CONTRACTOR shall be mailed to: Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703

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

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole Subject property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the

CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of sixty (60) days from the date of completion and sufficient for the completion of the work to be performed by GSI.

22. **BONDS:** CONTRACTOR shall provide at its expense and maintain Performance and Payment Bonds in the amount of the total cost of the project.

23. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

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

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

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

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

(f) **Time is of the Essence.** Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK

“Exhibit A”

NWGP, Inc. Proposal for Dug Gap Battle Slope Failure

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: Dug Gap Battle Rd Concept Slope
Repair
Job Location: Dug Gap Battle Rd Dalton Ga
Proposal Dated: 7-28-2020
Company: City of Dalton
Contact: Mr. Andrew Parker
Cell:
Office: 706-278-7077
Email: aparker@daltonga.gov

Proposal

Description
Subtotal Description

As per our site meeting and concept drawings NWGP perform the following
Clear all the trees and vegetation from the slope as required by Geo Stabilization International (GSI)
Provide GSI access to the site
Provide 3 working benches for (GSI) to work slope stabilization
Grassing with Flexterra High Performance Flexible Grassing as per the Engineers/GSI direction

Cost \$213,979.00

Proposal Certification

NOTES:

- Above price includes no permits. Owner is responsible for obtaining all necessary permits.
- Above price includes no engineering, layout, monitoring of erosion control, or testing.
- Above price includes no shoulder dressing, grassing or erosion control.
- Owner is responsible for locating all utilities. We are not responsible for damage to unmarked underground utilities or the relocation of any utilities. If a marked utility is damaged, our liability will be limited to the cost of repairing the damaged utility.
- We are not responsible for damage to unmarked underground utilities or the relocation of any utilities. If a marked utility is damaged, our liability will be limited to the cost of repairing the damaged utility.
- We are not responsible for the damage or cost of repairs to any existing surfacing due to the construction traffic required to complete this project.
- Above price is based on one (2) mobilization. Additional mobilizations will be billed at a rate of \$3,800.00 per crew, per crew per mobilization.
- Above price includes no work on nights or weekends.
- Above price includes no traffic control.
- Above price includes no removal of toxic or contaminated materials.
- Above price includes no rock excavation.
- All excess dirt will be hauled off site.
- Any items of work related to obtaining or maintaining an EPD General Storm Water Permit or Land Disturbance Permit is not included in our base bid for this project.
- The above price includes bond. Which is 1% of the total price.
- This proposal must be made an integral part of any contract entered into as a result of this quotation.
- Payment is to be done in monthly estimates of work performed with final payment in full upon completion of our work.
- NWGP has allowed for the following amount of working days (M –F/Saturday if rained out earlier in the week) to complete the scope of work in our proposal. Conditions must be suitable to work in order to have a valid working day. Any acceleration of this schedule will result in additional costs for overtime charges. NWGP will not be responsible for liquidated damages unless we exceed the amount of working days listed. below
- Above price includes **no work** on the weeks of Christmas and New Year.
- Above price is based on our site meeting and the attached drawing.
- We thank you for the opportunity of quoting this work and if our proposal is found to be satisfactory, please sign the original of this letter as indicated, and return to us for our files so this project can be scheduled.

Submitted By: **Bryan S Roberts**
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney's fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance _____

“Exhibit B”

Equipment and Labor Rates for Slope Repair of:

Dug Gap Battle Road

Exhibit 'B' - City of Dalton General Construction Agreement**Equipment and Labor Rates for Slope Repair Dug Gap Battle Road**

Lowboy tractor and trailer	1.00 Hour	\$185.00
Large Dozer	1.00 Hour	\$185.00
Small Dozer	1.00 Hour	\$145.00
Large size excavator	1.00 Hour	\$235.00
Medium size excavator	1.00 Hour	\$195.00
Mini excavator	1.00 Hour	\$110.00
Motor grader 12' blade	1.00 Hour	\$165.00
Medium size sheep foot compactor	1.00 Hour	\$110.00
Medium size base roller	1.00 Hour	\$110.00
Medium size backhoe	1.00 Hour	\$95.00
Water Truck 500 gal min	1.00 Hour	\$85.00
Medium size rubber tire loader	1.00 Hour	\$100.00
Medium size track loader	1.00 Hour	\$145.00
Medium size skid steer (bobcat)	1.00 Hour	\$90.00
Tandem dump truck	1.00 Hour	\$95.00
Single axel dump truck	1.00 Hour	\$65.00
Forman Truck	1.00 Hour	\$25.00
Laborer	1.00 Hour	\$37.00
Layout	1.00 Hour	\$125.00
Flexterra Grassing each trip	1.00 Ea	\$6,500.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/3/2020

Agenda Item: Records Management Software

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: \$8,590

Funding Source if Not in Budget N/A

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

This will replace our current records management software, Firehouse. We have been experiencing multiple issues with Firehouse including log-in issues, data retrieval issues, product operation, and several other intermittent problems. Currently we are paying \$5,744 annual maintenance cost, Emergency Reporting annual maintenance cost will be \$3,840.


**EMERGENCY
REPORTING™**

Emergency Reporting
2200 Rimland Dr., Suite 305
Bellingham, WA 98226
www.emergencyreporting.com
Phone: 866.773.7678
Fax: 866.929.6157

Contact Details:

Prepared by	Michele Stauffer	Phone	(614) 800-7606
Email	michele.stauffer@emergencyreporting.com	Fax	(866) 929-6157

Customer Contact Details

Account Name	Dalton Fire Dept. (GA)	Quote Number	00023822
Contact Name	Todd Pangle	Created Date	7/22/2020
Phone	(706) 226-9648	Expiration Date	9/30/2020
Email	tpangle@cityofdalton-ga.gov	Customer Type	New
Ship To	404 School St. Dalton, GA 30720	Primary Interface	Interact (Historical)
County	Whitfield		

Order Summary

Product	Product Code	Quantity	Sales Price	Discount	Total Price	Line Item Description
Basic Platform Base Package - Fire Bundle	Base-4	1.00	USD 1,995.00		USD 1,995.00	Annual fee. GOOGLE MAPS, NFIRS, APPARATUS, TRUCK CHECKS, DAILY ROSTER, INSPECTIONS, PRE PLANS, HYDRANTS, EQUIPMENT, TRAINING, PAYROLL, SHIFT, REPORTS, RESPONSE/ SAFETY ANALYTICS, POWER BI BASIC.
Basic Plus Package - Station Plan	Base-5.1	5.00	USD 250.00		USD 1,250.00	Annual fee , 5 stations
Basic CAD Package	CAD-B1	1.00	USD 595.00		USD 595.00	Annual fee to Central Square. Please check with your CAD company as there may be a cost to interface to us. CAD set-up is 90-120 days.
InspectER App - Level 3	INSP-L3	5.00	USD 300.00	100.00	USD 0.00	Annual fee for inspectER for five stations, unlimited users.
Active911 Interface	API-34	1.00	USD 0.00		USD 0.00	Interface to Active911
Onsite Training	TRG-1.2	3.00	USD 1,250.00		USD 3,750.00	One time fee for 3 days onsite training. Due to COVID, training dates will be scheduled in conjunction with Dalton.
Onsite Travel	TRG-1.3	1.00	USD 1,000.00		USD 1,000.00	One time fee for onsite training travel

Summary

Bill To Name	Dalton Fire Dept. (GA)	Year 1 Total
Bill To	404 School St. Dalton, GA 30720 USA	Yearly Subscription USD 3,245.00
# Years	1	Fees
Payment Schedule	Yearly	Annual CAD Link USD 595.00
		Maintenance Fees
		Annual Vision Fee USD 0.00
		Annual Safety USD 0.00
		Analytics Fee

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

Please make checks payable to: Backdraft OpCo, LLC

One-Time Setup Fees	USD 0.00
Annual Interface Fee	USD 0.00
Data Import Fee	USD 0.00
Training Fees	USD 4,750.00
Year 1 Cost	USD 8,590.00
Estimated Yearly Total: Year 2+	USD 3,840.00

Account Setup Info

***Account Setup Contact Name:**

***Phone#:** _____

***e-mail:** _____

***Is the organization tax exempt?** yes ☐ no ☐
If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157.

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

***Dept. NFIRS Email Recipient:**

Agency Codes: If blank please add (Required for setup)

FDID:

EMS ID:

CAD Link & Occupancy Module Setup Contact Name

***CAD Link Setup Contact Name (Fire Dept Contact):**
(Only Required if putting CAD link in place to PSAP)

***Phone#:** _____

***e-mail:** _____

- Please check one. (*New Customer Accounts Only*)
For Occupancy Module configuration would you like your setup to be based on NFPA ☐ or ICC ☐?

*** This is for setting up Categories and Subcategories.**

**** If left blank implementation will default to the ICC settings.**

Data Import Information - *Required to Process Order

If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time. Otherwise, if you have purchased to have your non-NFIRS data imported, please check the selected areas below so that implementation will be able to assist you appropriately.

Other Imports (Check all that apply - imported for a fee)

- ☐ Equipment
- ☐ Occupancy
- ☐ Hydrants
- ☐ Flow Test
- ☐ Personnel
- ☐ Apparatus

Notes / Comments

Special Order
Terms

The Flat File Parser CAD link parses data from a predetermined folder where your CAD system puts the call data so no link actually exists directly between ER's system and the CAD system. Some CAD systems require the installation of an additional program to push the required call data to a specific folder in text or xml format. Please have your dispatch center contact your CAD vendor to determine if your current system already has the capability in place or if they'll need to purchase that as an additional feature. The CAD link may take up to 90 to 120 days to develop, test and deploy.

Terms & Conditions

Fire & EMS Solution Terms & Conditions

COMPANY shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com> .
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here:
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website:
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at:
<https://emergencyreporting.com/terms-of-service/>

Additional CAD Link Terms & Conditions

COMPANY shall perform the following services:

1. Web Service CAD Links - Receive CAD interface data to the following address:
<https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php>. COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPPA regulations and industry practices regarding security.

The Agency shall be responsible for the following:

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser Integrations) or web services (for web services direct installations)
2. For FFP Integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
 1. SFTP

2. Port 22
3. Server <http://cadfiles.emergencyreporting.com>
4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.
6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

Governing Law. These Terms and all Order Forms shall be governed, construed, and enforced in accordance with the laws of the State of Washington, United States, without regard to its conflict of law rules. You further agree that the state or federal courts located in King County, Washington, United States, shall have exclusive jurisdiction of, and shall be the exclusive and correct venue for, the resolution of any dispute arising out of or related to these Terms and any Order Form. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and all Order Forms will be governed by the laws of the State or Commonwealth in which you are located and the state or federal courts located in Your state shall have exclusive jurisdiction and venue for any dispute arising out of or related to these Terms and any Order Form.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (2) years after the claim arises.

Pricing. The AGENCY agrees to the prices set forth in this agreement. COMPANY reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 day advance written notice of its intent to do so.

Termination. Either AGENCY or COMPANY can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the AGENCY.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

Copyright. The Agency recognizes that the Company website and technology has copyrights on it, but the data put in is the Fire Department or City. Reports with data should be readily producible by the City to comply with the Georgia Open Records Act. .

RESPONSIBILITY: ER will not be responsible for (a) Your misuse of or inability to use the Services, or (b) fraud, manipulation, or willful misconduct by You.

Order Agreement

Print Name _____

Title _____

Phone # _____

Email _____

Signature _____

Date _____

Billing Contact:

Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:

Name _____

Email _____

Would you like to receive a copy of your invoice via mail please check here: Mail [☐]

Mailed invoices will be sent to the billing address list above.