



**MAYOR AND COUNCIL MEETING
MONDAY, JUNE 18, 2018
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:30 P.M. - COUNCIL CHAMBER

1. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting Minutes of June 4, 2018
6. New Business:
 - A. Quit Claim Deeds:
 1. Thornton Storage, LLC
 2. MMB Realty, LLC
 3. Anaconda Development, LLC
 - B. Renewal of Agreement with Robert Adam Cowan for Municipal Court Judge
 - C. Master Subscription Agreement with Municipal Code Corporation (Municode) for Meeting and Agenda Management System
 - D. CDBG Sub-Recipient Agreements:
 1. Dalton Housing Authority
 2. Family Promise
 3. Northwest Georgia Family Crisis Center
 - E. Ordinance - First Reading:
Ordinance 18-07
To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Traffic and Vehicles"; By Amending Article VI Captioned: "Fire Lanes" To Reserve Sections 114-408 Through 114-414; By The Addition of A New Article VII Captioned: "Personal Transportation Vehicles"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
7. Supplemental Business
8. Adjournment



Mayor and Council Agenda Request

Council Meeting Date: 6-18-18

Department: City Clerk

Subject: Work Session and Regular Meeting Minutes of June 4, 2018

Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

APPROVAL AND ADOPTION OF WORK SESSION AND REGULAR MEETING MINUTES OF JUNE 4, 2018

Requested By:

Bernadette Chattam

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JUNE 4, 2018

The Mayor Pro-tem and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Pro-tem Denise Wood, Council members Annalee Harlan, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads. Mayor Dennis Mock was absent.

RFP FOR PRIMARY HEALTH CARE CLINIC AT MACK GASTON CENTER
(RFP#20180518)

Clinic Director Tom Brown spoke to the Mayor Pro-tem and Council regarding the DEO Clinic's response to the City's request for proposal regarding a health clinic at the Community Center. Brown informed the Mayor Pro-tem and Council of the Clinic's potential hours of operation, explained the referral process and transportation and informed of a potential start up date in early to mid July. Brown additionally stated that the Clinic will use Whitfield County Transportation and will serve patients 18 to 64.

Executive Director Greg Dent of the Northwest Georgia Healthcare Partnership stated that the Healthcare Partnership and the DEO Clinic had partnered together in the response to the RFP so that they could best meet the needs of the citizens.

City Attorney Jim Bisson stated that once the RFP is accepted, the terms of the lease can be negotiated.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:53 p.m.

Bernadette Chattam
City Clerk

Denise Wood, Mayor Protem

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 4, 2018

The Mayor Pro-tem and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were, Mayor Pro-tem Denise Wood, Council members Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads. Mayor Dennis Mock was absent.

PLEDGE OF ALLEGIANCE

Mayor Pro-tem Woods led the audience in the Pledge of Allegiance.

AGENDA

On the motion of Council member Crews, second Council member Goodlett, the Mayor Pro-tem and Council approved the Agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

1. Hayden Wagers came before the Mayor and Council requesting speed bumps be placed on Davidson Drive. Public Works Director Benny Dunn stated they're in the process of collecting data to see if bumps would affect the volume of traffic and what the criteria for going forward with the installation of speed bumps would be.

Police Chief Cliff Cason further stated they currently do not run safety check on that zone but would be happy to put an extra patrol there to alleviate the problem in the meantime.

2. Reuben Graham came before the Mayor and Council to inform the Mayor Pro-tem and Council that the East Side of Dalton is "not looking good" because Graham stated that the owners of rental properties are not maintaining their properties.

Graham also asked about the affordability of the proposed new Health Clinic to be located at the Community Center. Northwest Georgia Healthcare Executive Director Greg Dent stated it will be free.

3. Richard Long spoke in favor of the DEO Clinic from his personal experience.
4. Joe Yarbrough (Northwest Georgia Healthcare Board Member) spoke in favor of the proposal for the DEO Clinic to be located at the Community Center.

MINUTES

The Mayor and Council reviewed Work Session and Regular Meeting Minutes of May 21, 2018. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

RFP FOR PRIMARY HEALTH CARE CLINIC AT MACK GASTON CENTER
(RFP#20180518)

The Mayor Pro-tem and Council reviewed the RFP for Primary Health Care Clinic at Mack Gaston Center (RFP#20180518). On the motion of Council member Goodlett, second Council member Harlan, the Mayor Pro-tem and Council were in favor to accept and negotiate the RFP/lease agreement. The vote was unanimous in favor.

SPECTRA CONTRACT FLOORING CONTRACT - CLEANING AND TILE FLOOR
STRIPPING/WAXING

On the motion of Council member Harlan, second Council member Goodlett, the Mayor Pro-tem and Council reviewed and approved the contract with Spectra Contract Flooring for Carpet Cleaning and Tile Floor Stripping/waxing for Dalton City Hall Contract in the amount of \$4945.52. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:27 p.m.

Bernadette Chattam
City Clerk

Denise Wood, Mayor Protem

Recorded

Approved: _____

Posted: _____



Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Administration

Subject: Quit Claim Request- Thornton Storage, LLC

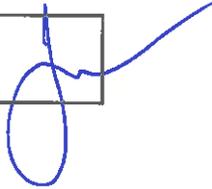
Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? YES

Please provide a summary of your request, including background to explain the request

This is a request for a Quit Claim from the City for the unused alley behind old Baldrige Lumber that Thornton Storage has requested to be closed. Legal counsel's research indicates that the alley was never accepted by the city. That being the case, the city has no responsibility or interest in the alley. The quit claim from the city conveys whatever interest the city has in the alley (even though there is no interest) to clear up the title to the property. The concrete company that abuts the east side of the alley has already given Thornton Storage a quit claim for any interest it may have.

Requested By: Thornton Storage, LLC (City Administrator) 

City Administrator Recommendation

Approval

City Clerk Notations

Motion/Second	Approved	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

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Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, 2018, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Thornton Storage, LLC**, a Georgia limited liability company, 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 one dollar and other valuable considerations, in hand paid at and 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, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS INSTRUMENT is delivered by Grantor pursuant to a Resolution passed by the Mayor and Council of the City of Dalton of even date.

THERE IS HEREBY RESERVED TO GRANTOR an easement for the installation and maintenance of utilities along the property conveyed to Grantee.

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 so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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:

City of Dalton, Georgia

Unofficial Witness

By: _____
Mayor

Notary Public

Attest: _____
Clerk

My commission expires:

[Notarial Seal]

[Seal]

EXHIBIT "A"

All that tract or parcel or land lying and being in Land Lot No. 200 of the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Thornton Storage, LLC, by H. Gregory Massey, Georgia Registered Land Surveyor No, 2760, dated May 22, 2018, and recorded in Plat Book E Page _____, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.



Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Administration

Subject: Quit Claim Request- MMB Realty

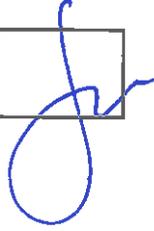
Cost: N/A Already in Current Year Budget? Yes ___ No ___

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? YES

Please provide a summary of your request, including background to explain the request

This is a request for a Quit Claim from MMB Realty, LLC (the Mary Brown family) for the city to formalize what it agreed to do years ago. In that case the City agreed to give up use of a section of 3rd Avenue in a land swap to allow safer access for trucks to the loading dock of Brown Industries. The City then re-routed 3rd Avenue eastward onto the newly acquired property.

Requested By: MMB Realty (City Administrator) 

City Administrator Recommendation

Approval

City Clerk Notations

Motion/Second	Approved	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

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After Recording Return To:
Daniel T. Strain, Jr.
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

Name: 18RE0023
File No: MMB Realty

QUITCLAIM DEED

STATE OF GEORGIA,
COUNTY OF Whitfield

THIS INDENTURE, made this ____ day of _____, 2018, between CITY OF DALTON, a municipal corporation of the State of Georgia, (hereinafter called "Grantor"), and MMB REALTY, LLC, a Georgia limited liability company, (hereinafter called "Grantee"). The words "Grantor" or "Grantee" shall include the respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.

WHEREAS, in the latter months of 1999 the City of Dalton and Brown Industries, Inc. agreed to a relocation of a portion of Third Avenue for the purpose of removing a traffic hazard and providing for the public safety. Large truck traffic entering and exiting the loading docks of Brown Industries, Inc. located adjacent to the west right of way of Third Avenue necessitated placing a flagman in the road right of way to assure safe passage of traffic. Brown Industries, Inc. owned on the both sides of Third Avenue and proposed a land swap with the City of Dalton whereby Third Avenue could be moved eastwardly as a result of conveyance of land from Brown Industries, Inc. to the City and the City would convey that portion of the old Third Avenue right of way lying west of the new relocated right of way to Brown Industries, Inc. James Smith, a 60 year employee of Brown Industries, Inc. and Benny Dunn, Director of Public Works for the City of Dalton, Georgia, were both involved in the land swap project and the building of the relocated right of way by the City of Dalton. James Smith and Benny Dunn have both executed Affidavits as to their knowledge of the transaction and the fact that it was agreed upon by the corporation and the City and acted upon, resulting in a relocation of Third Avenue (50 feet right of way) eastwardly away from Brown Industries property. A plat entitled "City of Dalton - Revised Third Avenue" by Joseph R. Evans, Georgia Registered Land Surveyor, dated November 4, 1999 shows the new location of Third Avenue. Those affidavits have been filed contemporaneously with this deed in the Clerk's Office of Whitfield County, Georgia. No deeds reflecting the exchange of properties which occurred between the City and Brown Industries are found of record in the Whitfield County Clerk's Office and, therefore, both the City of Dalton and the successor in title to Brown Industries, Inc., namely MMB Realty, LLC, are executing deeds to each other in order to provide monuments of title reflecting the swap of lands which actually took place following and based upon the November 4, 1999 plat of the City of Dalton by Joseph R. Evans entitled "City of Dalton - Revised Third Avenue" which showed the new revised location of Third Avenue.

THEREFORE, Grantor, for and in consideration of the premises, exchange of properties and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quitclaim unto Grantee all of the right, title, interest, claim or demand which Grantor has or may have had in and to the property particularly described in

EXHIBIT "A" attached hereto by reference and same is incorporated herein by reference for a full and complete description of the property conveyed hereby.

THERE IS HEREBY RESERVED TO GRANTOR, ACROSS, UNDER AND THROUGH THE ABOVE DESCRIBED PROPERTY EASEMENTS FOR THE MAINTENANCE OF THE EXISTING UTILITIES TRAVERSING THE ABOVE DESCRIBED PROPERTY INCLUDING UTILITY LINES, UTILITY POLES, FENCED GAS REGULATION STATION, SANITARY SEWER LINES AND APPURTENANCES.

SUBJECT TO 8 FEET BY 12 FEET TELEPHONE EASEMENT AREA NOTED ON REFERENCED PLAT.

with all the rights, members, and appurtenances to said described premises in anywise, appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

CITY OF DALTON

BY: _____ (SEAL)
Mayor

Attest: _____ (SEAL)
Clerk

Signed, sealed and delivered this _____ day of _____, 2018 in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT "A"

A certain tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, being designated as Tract B on a plat entitled "City of Dalton, revised Third Avenue" prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168 dated November 4, 1999 and more particularly described therein as follows, to wit: TO FIND THE TRUE POINT OF BEGINNING begin at a bolt in pavement found at the southwest intersection of Morris Street with Third Avenue (40 feet right of way); thence proceed south 00 degrees 09 minutes 29 seconds west along the west right of way of Third Avenue a distance of 487.98 feet to the TRUE POINT OF BEGINNING. Thence following the arc of a curve to the left (said curve having a radius of 741.20 feet, a chord direction and distance of south 11 degrees 10 minutes 21 seconds east 120.68 feet) an arc distance of 120.81 feet; thence following an arc of a curve to the right (said curve having a radius of 691.20 feet, a chord direction and distance of south 12 degrees 50 minutes 18 seconds east 72.43 feet) an arc distance of 72.47 feet; thence south 00 degrees 09 minutes 29 seconds west 43.91 feet; thence south 03 degrees 07 minutes 51 seconds east 182.77 feet; thence south 00 degrees 09 minutes 29 seconds west 330.05 feet; thence following the arc of a curve to the right (said curve having a radius of 691.20 feet, a chord direction and distance of south 03 degrees 01 minute 06 seconds west 68.98 feet) an arc distance of 69.01 feet; thence north 05 degrees 38 minutes 45 seconds west 311.64 feet; thence north 03 degrees 07 minutes 51 seconds west 270.67 feet and north 00 degrees 09 minutes 30 seconds east 233.96 feet to the TRUE POINT OF BEGINNING.

Also conveyed herein is a 20 feet in width strip of land the east line of which is contiguous to the west lines of the above described tract of land. The east line of said 20 feet in width strip is more particularly described as beginning at the southernmost corner of Tract B described above and continuing northerly along the west lines of said Tract B to the northernmost point of said Tract B and continuing north 00 degrees 09 minutes 29 seconds east a distance of 19.98 feet to a point which is located 468 feet south of the southwest intersection of Morris Street and Third Avenue as measured along the west right of way of the original 40 feet in width right of way of Third Avenue.

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After Recording Return To:
Daniel T. Strain, Jr.
McCamy Law Firm
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

Name: MMB Realty
File No: 18RE0023

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF WHITFIELD.

THIS INDENTURE, made this _____ day of _____, 2018, between **MMB REALTY, LLC, a Georgia limited liability company, (hereinafter called "Grantor")**, and **CITY OF DALTON, a municipal corporation of the State of Georgia, (hereinafter called "Grantee")**.

WHEREAS, in the latter months of 1999 the City of Dalton and Brown Industries, Inc. agreed to a relocation of a portion of Third Avenue for the purpose of removing a traffic hazard and providing for the public safety. Large truck traffic entering and exiting the loading docks of Brown Industries, Inc. located adjacent to the west right of way of Third Avenue necessitated placing a flagman in the road right of way to assure safe passage of traffic. Brown Industries, Inc. owned on the both sides of Third Avenue and proposed a land swap with the City of Dalton whereby Third Avenue could be moved eastwardly as a result of conveyance of land from Brown Industries, Inc. to the City and the City would convey that portion of the old Third Avenue right of way lying west of the new relocated right of way to Brown Industries, Inc. James Smith, a 60 year employee of Brown Industries, Inc. and Benny Dunn, Director of Public Works for the City of Dalton, Georgia, were both involved in the land swap project and the building of the relocated right of way by the City of Dalton. James Smith and Benny Dunn have both executed Affidavits as to their knowledge of the transaction and the fact that it was agreed upon by the corporation and the City and acted upon, resulting in a relocation of Third Avenue (50 feet right of way) eastwardly away from Brown Industries property. A plat entitled "City of Dalton – Revised Third Avenue" by Joseph R. Evans, Georgia Registered Land Surveyor, dated November 4, 1999 shows the new location of Third Avenue. Those affidavits have been filed contemporaneously with this deed in the Clerk's Office of Whitfield County, Georgia. No deeds reflecting the exchange of properties which occurred between the City and Brown Industries are found of record in the Whitfield County Clerk's Office and, therefore, both the City of Dalton and the successor in title to Brown Industries, Inc., namely MMB Realty, LLC, are executing deeds to each other in order to provide monuments of title reflecting the swap of lands which actually took place following and based upon the November 4, 1999 plat of the City of Dalton by

Joseph R. Evans entitled "City of Dalton – Revised Third Avenue" which showed the new revised location of Third Avenue.

THEREFORE IN CONSIDERATION of the premises, exchange of properties and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, MMB Realty, LLC, a Georgia limited liability company, (hereinafter "Grantor"), does sell and convey unto the City of DALTON, Grantee, that tract or parcel of land more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

TO HAVE AND TO HOLD said lands and appurtenances unto said CITY OF DALTON, its successors and assigns, in fee simple. This property is conveyed subject to easements, restrictions and covenants of record in so far as the same may lawfully affect the above described property.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered this _____ day of _____, 2018 in the presence of:

MMB REALTY, LLC
a Georgia limited liability company
BY its Sole Member (Co-Executors
of the Last Will & Testament of
Mary M. Brown):

WITNESS

Lynn B. Whitworth, as Co-Executor
of the Last Will and Testament of
Mary M. Brown

NOTARY PUBLIC

Patrick D. Whitworth, as Co-
Executor of the Last Will and
Testament of Mary M. Brown

Tracee Whitworth Reynolds, as Co-
Executor of the Last Will and
Testament of Mary M. Brown

**AND BY the Sole Manager of MMB
Realty, LLC:**

Patrick D. Whitworth, Sole Manager

Signed, sealed and delivered this _____ day of _____, 2018 in the presence of:

WITNESS

NOTARY PUBLIC

EXHIBIT "A"

A certain tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, being designated as Tract A on a plat entitled "City of Dalton, revised Third Avenue" prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168 dated November 4, 1999 and more particularly described therein as follows, to wit: TO FIND THE TRUE POINT OF BEGINNING begin at the southeast intersection of Morris Street with Third Avenue (40 feet right of way), thence proceed south 00 degrees 09 minutes 29 seconds west along the east right of way of Third Avenue 402.29 feet to the TRUE POINT OF BEGINNING; thence south 89 degrees 50 minutes 31 seconds east 5.00 feet; thence along the arc of a curve to the left (said curve having a radius of 691.20 feet, a chord direction and distance of south 07 degrees 50 minutes 31 seconds east 192.39 feet) an arc distance of 193.02 feet; thence following the arc of a curve to the right (said curve having a radius of 741.20 feet, a chord direction and distance of south 07 degrees 50 minutes 31 seconds east 206.31 feet) an arc distance of 206.98 feet; thence south 00 degrees 09 minutes 29 seconds west 436.49 feet; thence continuing along the arc of a curve to the right (said curve having a radius of 741.20 feet, a chord direction and distance of south 01 degrees 36 minutes 27 seconds west 37.50 feet) an arc distance of 37.50 feet; thence south 78 degrees 42 minutes 30 seconds west 15.48 feet; thence north 05 degrees 38 minutes 45 seconds west 286.34 feet; thence north 03 degrees 07 minutes 51 seconds west 85.87 feet; thence north 00 degrees 09 minutes 29 seconds east 106.44 feet; thence along the arc of a curve to the left (said curve having a radius of 691.20 feet, a chord direction and distance of north 04 degrees 50 minutes 18 seconds west 120.40 feet) an arc distance of 120.55 feet and north 00 degrees 09 minutes 29 seconds east 274.88 feet to the TRUE POINT OF BEGINNING.

The above described property constitutes the relocated right of way for Third Avenue and is a right of way 50 feet in width.

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After Recording Return To:
Daniel T. Strain, Jr.
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

Name: MMB Realty
File No: 18RE0023

AFFIDAVIT

STATE OF GEORGIA,
COUNTY OF WHITFIELD.

IN RE: PROPERTY OF MMB REALTY, LLC AS
SHOWN BY DEED OF RECORD IN DEED
BOOK 5829, PAGE 25, WHITFIELD COUNTY,
GEORGIA, CLERK'S RECORDS.

BEFORE ME, THE UNDERSIGNED attesting authority in and for said State and County, came the undersigned Deponent, JAMES SMITH, who being duly sworn deposes and says on oath that this Affidavit relates to the property of the owner designated in the caption hereof as the same is described in the Deed Book and Page herein referred to. Deponent makes the following statement under oath as being relevant and material to the ownership of said property.

My name is James Smith. I am a resident of Whitfield County, Georgia and I am celebrating this year my 60th year of employment with Brown Industries, Inc. The purpose of this Affidavit is to show that I am familiar with the details of the relocation of Third Avenue in Dalton, Whitfield County, Georgia as said street is located east of and adjacent to property formerly owned by Brown Industries, Inc. and conveyed by Brown Industries, Inc. to MMB Realty, LLC as shown in the caption above. The whole reasoning for the relocation of said street was for the elimination of a public safety/traffic hazard. In 1999 the Third Avenue location had considerable truck traffic at the dock areas of the Brown Industries building and each time a truck came in or left the docks a flagman was required to stop traffic along Third Avenue. Both James E. Brown (then President of Brown Industries, Inc.) and I felt that something needed to be done about that situation and we approached the City of Dalton to offer a remedy, which was to relocate the road. Brown Industries, Inc. owned all of the affected land and I recall meeting with Benny Dunn of the Dalton Works Department to discuss the situation and how the road might be relocated by an exchange of property between Brown Industries, Inc. and the City of Dalton. As I recall, Benny Dunn handled the revised road layout and what would be acceptable for moving the right of way eastwardly away from the loading docks of Brown Industries, Inc. Benny Dunn had Joe Evans (a Georgia Registered Land Surveyor) do the survey work outlining the property

for the new right of way and for the property to be exchanged between Brown Industries and the City. Brown Industries was to convey the new road right of way to the City and the City was to convey that portion of the old Third Avenue right of way lying west of the new relocated 50 feet in width right of way to Brown Industries and reserve its easements for existing utilities within and adjacent to the old right of way. Both Brown and the City were pleased with the project which proceeded to completion with the building of the new road right of way by the City under the direction of Benny Dunn. I recall that there was an agreed upon monetary payment from Brown Industries, Inc. to the City of Dalton of approximately \$18,000.00 as well as the exchange of properties between the company and the City. I have no knowledge of what may have happened to deeds passing between Brown Industries, Inc. and the City of Dalton but I do know that both parties intended for that land swap to occur and both parties were completely satisfied with the project which resulted in a much safer situation adjacent to Brown Industries' property. Since completion of the new 50 feet in width right of way, the City of Dalton has maintained same as part of Dalton's street system and the City and Brown Industries (and Brown's successor, MMB Realty, LLC) recognized land west thereof as property of Brown Industries, Inc. and its successor in title.

This _____ day of _____, 2018.

James Smith (Seal)

Sworn to and subscribed before me this
_____ day of _____, 2018.

Notary Public

[Space Above this Line for Recording Data]

After Recording Return To:
Daniel T. Strain, Jr.
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

Name: MMB Realty
File No: 18RE0023

AFFIDAVIT

STATE OF GEORGIA,
COUNTY OF WHITFIELD.

IN RE: PROPERTY OF MMB REALTY, LLC AS
SHOWN BY DEED OF RECORD IN DEED
BOOK 5829, PAGE 25, WHITFIELD COUNTY,
GEORGIA, CLERK'S RECORDS.

BEFORE ME, THE UNDERSIGNED attesting authority in and for said State and County, came the undersigned Deponent, BENNY DUNN, who being duly sworn deposes and says on oath that this Affidavit relates to the property of the owner designated in the caption hereof as the same is described in the Deed Book and Page herein referred to. Deponent makes the following statement under oath as being relevant and material to the ownership of said property.

My name is Benny Dunn. I am Director of the Public Works Department of the City of Dalton, which department is charged with responsibility for the transportation system of the City including street maintenance, resurfacing right of way location, traffic control devices and all of the other duties associated with maintaining a safe municipal street system. I was employed by the City of Dalton as part of the Public Works Department in 1999 and am familiar with the relocation of Third Avenue as it was located adjacent to the east side of Brown Industries, Inc. I know the City was approached by representatives of Brown Industries, Inc. suggesting that a relocation of a portion of Third Avenue eastwardly away from the Brown Industries building would alleviate a safety problem which both the company and the City of Dalton knew existed because of large trucks entering and leaving the dock areas of Brown Industries. The lack of space between the dock areas and the road right of ways resulted in stoppage of traffic along that street and was a hazard recognized by the City and the company. Brown Industries owned property on both sides of the Third Avenue location and, consequentially, an agreement was reached whereby Brown Industries was to convey property for a 50 feet in width right of way located eastwardly from the then old road right of way and the City of Dalton would quitclaim a portion of the old right of way to Brown Industries resulting in a much safer traffic pattern. I worked with James Smith of Brown Industries in coordinating between the company and the

City as to the new location. I worked with Joe Evans, Georgia Registered Land Surveyor, who had been hired by the City to plot the new location and the old location forming two tracts of land which would be exchanged between the parties. I am aware of a survey entitled "City of Dalton, revised Third Avenue" certified by Joe Evans dated November 4, 1999 showing a Tract A area which would form the tract of land conveyed by Brown Industries, Inc. to the City of Dalton and showing a Tract B area which would be the tract of land quitclaimed by the City to Brown Industries, Inc. I had no responsibilities regarding preparation of deeds or other written instruments but I was charged with construction of the new road right of way and I know that all parties concerned were pleased with the elimination of the hazardous situation which had existed prior to the road re-alignment. Since the completion of the road project the City of Dalton, through my department, has maintained the new location of Third Avenue and has recognized the old road section, as located west thereof, as property belonging to Brown Industries, Inc. and its successor in title, MMB Realty, LLC. The City has continued to maintain all of the utility easements across, under and through the old right of way area as same were reserved by the City under the Agreement with Brown Industries, Inc. at the time.

I have been shown a copy of a survey prepared by Christopher L. Lewis, Georgia Registered Land Surveyor, which reflects the Third Avenue street right of way as same was moved eastwardly and I see that he references a preliminary plat by Joe Evans for the City of Dalton, dated in 1999, made in preparation for the project I have described above. Mr. Lewis' plat also shows many of the same power lines, poles and easements alongside the old pavement which constituted the original right of way for Third Avenue. The purpose of this Affidavit is to show that the City of Dalton agreed with Brown Industries, Inc. in 1999 to accept new relocated 50 feet in with right of way for Third Avenue by deed from Brown Industries, Inc. and to provide Brown Industries, Inc. with title to that portion of the old Third Avenue location lying westerly of the relocated right of way.

This _____ day of _____, 2018.

(Seal)
Benny Dunn
Director, Public Works, City of Dalton

Sworn to and subscribed before me this
_____ day of _____, 2018.

Notary Public



Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Administration

Subject: Quit Claim Request - Anaconda Development, LLC

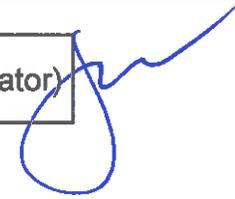
Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? YES

Please provide a summary of your request, including background to explain the request

This is a request from Anaconda Realty for a Quit Claim for a section of Grant Street near 1525 East Walnut Avenue. City has always taken the position that if the city has not accepted a street, then we have no responsibility for it or any interest in it. So, a quit claim of the city's interest, as in other similar instance, is acceptable.

Requested By: Anaconda Development, LLC (City Administrator) 

City Administrator Recommendation

Approval

City Clerk Notations

Motion/Second	Approved	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

After Recording Return to:

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QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this _____ day of _____, 2018, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Anaconda Development LLC, A Georgia Limited Liability Company**, Grantee.

The words "Grantee" and "Grantor" 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.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and 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, convey, remise, release and forever QUIT CLAIM unto the said GRANTEE, all the right, title, interest, claim or demand which the GRANTOR may have in and to the following described property:

Tract 1 - (1937 Subdivision Plat Legal)

All that tract or parcel of land located within the City of Dalton in Land Lot 241 of the 12th District and 3rd Section of Whitfield County, Georgia, being that portion of GRANT STREET as shown on the plat of AVALON HEIGHTS Subdivision dated April 1937 recorded in Plat Book 1, Page 119, Whitfield County, Georgia Land Records that lies between the south line of Lot 33 of Avalon Heights Subdivision and the north right of way of Georgia State Route 52 a/k/a Walnut Avenue.

THE CITY OF DALTON RESERVES A PERPETUAL EASEMENT FOR THE INSTALLATION AND MAINTENANCE AND REPAIR OF UNDERGROUND AND OVERHEAD UTILITIES AS NOW LOCATED IN A PORTION OF THE ABOVE DESCRIBED PROPERTY SOUTH, EAST AND WEST OF THE EXISTING BUILDING LOCATED IN SAID PROPERTY.

Tract 2 - (Current Survey Legal)

All that tract or parcel of land located within the City of Dalton in Land Lot 241 of the 12th District and 3rd Section of Whitfield County, Georgia, being that portion of GRANT STREET located north of Walnut Avenue and south of Lot 33 of Avalon Heights Subdivision as shown on a plat of survey prepared by Mitchell Lowery dated May 24, 2018 Whitfield County, Georgia Land Records that lies between the south line of Lot 33 of Avalon Heights Subdivision and the north

right of way of Georgia State Route 52 a/k/a Walnut Avenue and being more particularly described according to said survey as follows:

BEGINNING at rebar set at the north right of way line of Georgia State Route 52 and the west right of way line of Barbara Avenue (unopened portion); thence running north 89 degrees 49 minutes 50 seconds west as measured along the northerly right of way line of Georgia State Route 52 a distance of 240.04 feet to a rebar set; thence leaving said right of way and running north 00 degrees 47 minutes 45 seconds west a distance of 49.18 feet to a point located in the north right of way line Grant Street (unopened); thence running south 89 degrees 12 minutes 15 seconds east a distance of 240 feet as measured along the north right of way line of Grant Street (unopened) to the west right of way line of Barbara Avenue (50'R/W unopened portion); thence running south 00 degrees 47 minutes 45 seconds east 53.50 feet to a rebar set in the north right of way Georgia State Route 52 and the point of beginning.

THE CITY OF DALTON RESERVES A PERPETUAL EASEMENT FOR THE INSTALLATION AND MAINTENANCE AND REPAIR OF UNDERGROUND AND OVERHEAD UTILITIES AS NOW LOCATED IN A PORTION OF THE ABOVE DESCRIBED PROPERTY SOUTH, EAST AND WEST OF THE EXISTING BUILDING LOCATED IN SAID PROPERTY.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging thereto, except for easement rights herein reserved to GRANTOR.

This Conveyance is made pursuant to a resolution passed by the City of Dalton in its regular open meeting dated _____, 2018

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor his successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances, except for easement rights herein reserved to GRANTOR.

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:

City of Dalton, Georgia

Unofficial Witness

By: _____
Mayor

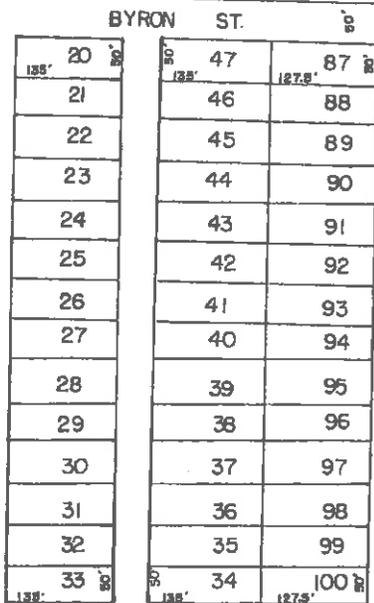
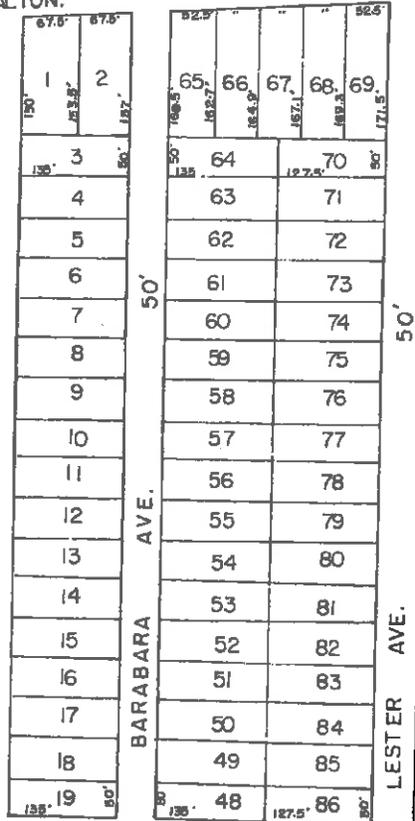
Notary Public

Attest: _____
Clerk

My Commission Expires _____

(Notary Seal)

DALTON. ← STATE HIGHWAY → CHATSWORTH.



AVALON HEIGHTS.

UNIVERSAL LAND & LOAN CO.
 LL. NO. 241. 12TH. DIST. 3RD. SECT.
 WHITFIELD CO., GA.

R.E. SMITH - SURVEYOR

DALTON, GA.

APRIL 1937

SCALE - 1" = 100'

(PLAT BOOK I. PAGE 119.)

BUILDING LINE 20FT FROM FRONT PROPERTY LINE.

Entered 11-17-99 M. Hammond

AGREEMENT

This agreement is effective the ____ day of June, 2018, between the City of Dalton, Georgia (“City”) and Robert Adam Cowan (“Cowan”) as follows:

WITNESSETH:

WHEREAS, the Mayor and Council of the City have appointed Cowan as the Municipal Court Judge for the City; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the date above written and shall continue until the first anniversary of the date above written and until Cowan’s successor has been appointed unless earlier terminated as provided in O.C.G.A. §36-32-2.1.
2. **Scope of Services.** Cowan shall perform all functions of the Municipal Court Judge of the City of Dalton, Georgia, as set forth in applicable state law and in the 2001 Revised Code of the City of Dalton, Georgia, as it now exists or may be amended in the future, and shall comply with the Georgia Code of Judicial Conduct at all times in performing his services hereunder.
3. **Rights of the City.** The City reserves the right to designate the days of the week, hours, and locations where the Municipal Court may be held. The City shall manage the administrative staff of the Municipal Court in consultation with Cowan. The City shall set the budget for the Municipal Court.
4. **Compensation.** The City shall pay Cowan the sum of \$4,916.67 per month. Cowan shall not be entitled to receive any employment benefits from the City and Cowan shall not be eligible to participate in any benefit programs that the City currently provides or may someday provide for its employees, including but not limited to vacation, paid holidays, sick leave, health insurance, life insurance, pension or retirement plans, disability programs, or other benefits. The City will not provide unemployment insurance or workers’ compensation insurance for Cowan. Cowan’s compensation will be reported to the Internal Revenue Service on a Form 1099 and not a Form W-2. Cowan is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement. The City will not withhold from Cowan’s compensation any amounts for taxes of any kind.

5. **Relationship.** It is understood that the City shall exercise no control over the judicial activities of Cowan who is recognized hereunder as an independent contractor.

6. **Miscellaneous.**

(a) **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment shall be valid unless in writing and signed by the parties hereto.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(c) **Assignment.** Cowan's performance hereunder is personal to him and shall not be assignable by him.

(d) **Construction.** This Agreement was the subject of negotiation between the parties and shall not be construed against either as the drafter thereof.

(e) **No Third Party Beneficiaries.** This Agreement shall not be deemed to confer upon or give to any third party any remedy, claim of liability or reimbursement, cause of action or other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above set forth.

City of Dalton, Georgia

By: _____
Dennis Mock, Mayor

Robert Adam Cowan

Attest: _____
City Clerk



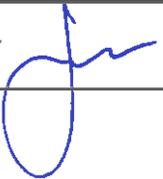
Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Administration
Subject: Municode Meetings and Agenda Software
Cost: \$5600 Already in Current Year Budget? Yes ___ No XX
Provide Funding Source if Not in Budget: Savings from Laserfiche; and other budget lines
Reviewed/Approved By City Attorney? YES

Please provide a summary of your request, including background to explain the request

This is a request to purchase a hosted software solution from Municode that will allow more efficient and economic assembly of meeting agendas and minutes for city council, public safety commission, pension board, finance committee, public works and others. The system allows for electronic submission of agenda items using a workflow. When ready, the clerk's office or administrator's office publishes the agenda electronically (paper copies still available).
The cost of this solution should pay for itself over a year's time in savings of labor, materials, and fuel.
See attached page for advantages/justification.

Requested By: Jason Parker 

City Administrator Recommendation
See attached memo

City Clerk Notations

Motion/Second	Approved	Date
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CITY OF DALTON

TO: Mayor and Council of Dalton

FROM: Jason Parker, Dalton City Administrator 

DATE: June 18, 2018

SUBJECT: Recommendation to Approve Municode Meeting and Agenda Software Agreement

Please accept this memorandum as a recommendation to approve an agreement with Municipal Code Corporation (Municode) to provide cloud-based software service intended to improve the meeting and agenda process for all city boards, commissions, and committees. The annual cost of the product is \$5600. Budget savings in the current year will fund this product, and it will be included in future budgets.

The offices of the City Administrator and City Clerk currently spend several hours per week manually preparing, accepting, collating, printing, copying and distributing agendas for City Council; Public Safety Commission; Pension Board, and others. Prior to that, city departments and stakeholders must manually prepare and transmit requests for items to be placed on the agenda. This process is inefficient, and requires an inordinate use of labor, materials, and fuel to complete. It is expected that the cost of this proposed service will be covered by the savings of doing the work manually.

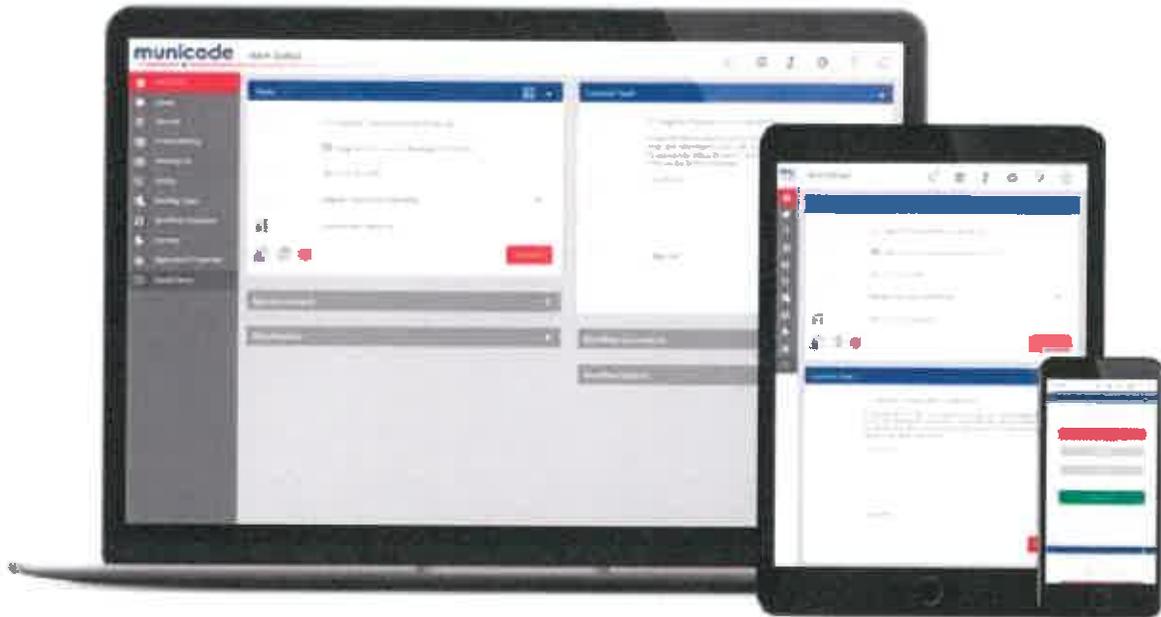
Department heads and/or representatives of City Clerk, Administration, Finance, Human Resources, Police Fire, and Public Works have reviewed the product and are enthusiastic in support for use of it.

The proposed service offers several advantages, including but not limited to:

- Save several hours of manual assembly, copy, distribution and hand delivery of agendas each month
- Allows multiple users to submit items electronically
- Workflow process allows approval of agenda submissions
- Unlimited packet size since it all resides in Cloud, and would be no bandwidth burden to city network
- No gigantic agenda files into city email
- Updates of city ordinances by Council will auto-update into Municode online
- Council minutes and actions convert to Laserfiche (later in 2018)
- 30% discount as a current Municode customer
- Allows in-meeting minutes by clerk's office
- Allow in-meeting vote recording by elected officials (included but optional)
- Increases transparency by immediate publish to city website
- Increases community participation – get agenda by email (opt-in service)
- Archives agendas and minutes automatically to city website
- Free video/audio stream of meeting through YouTube channel (included but optional)

MEETING & AGENDA MANAGEMENT

Quote: Dalton, Georgia



municode



CONNECTING YOU & YOUR COMMUNITY



Leon Rogers

PO Box 2235 Tallahassee, FL 32316
850.692.7708 lrogers@municode.com

INTRODUCTION LETTER

May 30, 2018

Jason Parker
City of Dalton
300 W. Waugh Street
Dalton, GA 30722

Dear Jason:

Thank you for the opportunity to present Dalton with our quote for online meeting and agenda management services. Our Municode MEETINGS solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, our solution is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

We are also working on an exciting product roadmap to seamlessly integrate Municode MEETINGS with our suite of online municipal solutions. In the not-too-distant-future, our Municode MEETINGS solution will integrate with Municode WEB. Meetings created in Municode MEETINGS will auto-post to your Municode WEB website calendar. This integration will also include unified search – your meeting agendas and minutes will be searchable directly from the website, with our industry leading search engine. This feature will make it easy and simple for your citizens and staff to find the information they need.

We are also building a powerful integration that will enable you to mark ordinance agenda items as 'approved' within Municode MEETINGS and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances.

These are just a few of the innovative integrations and features that we will be rolling out over the coming months.

We are thrilled at the opportunity to partner with Dalton on such an important initiative.

Sincerely,



Brian Gilday
President, Municode WEB

MEETING MANAGEMENT FEATURES

Base Features

- ★ Unlimited Meetings
- ★ Unlimited Meeting Agenda Templates
- ★ Unlimited Users
- ★ Meeting Storage for 10 years
- ★ Create Meetings
- ★ Submit/Add Agenda Items
- ★ Attach agenda item files
- ★ Create Agendas
- ★ Create Agenda Packets
- ★ Approve Items with Approval Workflow
- ★ Create Meeting Minutes
- ★ Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- ★ Self-service video time stamping – you can add timestamps of your meeting agenda items to your YouTube meeting videos
- ★ Voting/Roll Call (coming soon)
- ★ Integration with Municode Web website calendar (coming soon)
- ★ 99.9% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support
- ★ Up to 3 hours of webinar refresher training per year

SERVICE AND SUPPORT

🏆 Guaranteed Uptime

We will guarantee service uptime of 99.99%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

🔒 Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

📊 Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

FEES

Annual Subscription

\$5,600 per year

One-time Project Setup

no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Additional Options

- On-site training \$3,000 day 1, \$1000 days 2+
- "Hands free" YouTube Video time stamping (up to 36 meetings) \$1,800 per year

PAYMENT SCHEDULE

Year 1

- | | |
|--|----------------|
| • Sign contract | \$0 |
| • Configure system – users, committees, templates, rules | \$0 |
| • Conduct training (annual subscription begins) | <u>\$5,600</u> |
| Total | \$5,600 |

Years 2-4

- \$5,600 per year

Years 5+

- Annual subscription increases in year 5 by five percent. It increases in subsequent years according to the prevailing consumer price index (CPI).

This quote is valid for a period of ninety (90) days.

MASTER SUBSCRIPTION AGREEMENT

This agreement ("AGREEMENT") is entered between Dalton, Georgia ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT and shall expire at the close of the calendar year which it was executed, and at the close of each succeeding calendar year for which it is renewed. It shall automatically renew annually unless CLIENT notifies CONSULTANT of the intent to terminate. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal for meeting and agenda management services ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: (i) is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and (ii) relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information, whether or not developed by CONSULTANT, except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11. Cooperative Purchasing. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Georgia without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Hilday

Title: President, Municode WFB

Accepted by: Dalton, Georgia

By: _____

Title: _____

Date: _____



Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Finance

Subject: CDBG Sub-recipient agreement Dalton Housing Authority

Cost: \$275,000 Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

CDBG program sub-recipient agreement with Dalton Housing Authority year 2018-2019 funding to provide facility rehabilitation for HVAC upgrades for 64 units.

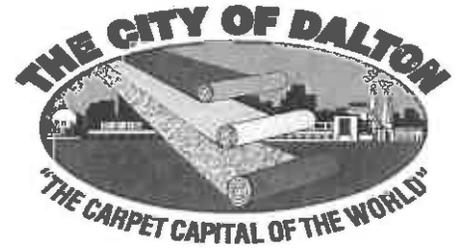
Requested By: Cindy Jackson

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

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



FY [July 1, 2018-June 30, 2019]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: Housing Authority of City of Dalton (HACD)
HUD GRANT NO: B-18-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 2018 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **HACD**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year[FY] 2018 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, \$275,000 from Fiscal Year 2018 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, 2019.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2018
Deadline for Expenditure of Funds	6/30/2019
Agreement Termination Date	6/30/2019
Deadline for Receipt of Final Reimbursement Request	7/15/2019

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, 2019.

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

FOR CITY OF DALTON:

By 
(Signature)

By _____
(Signature) Mayor

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

By Dennis Mock, Mayor
(Typed Name/Title)

05/22/2018
(Signature Date)

(Signature Date)

ATTEST:
By 
(Signature)

ATTEST:
By _____
(Signature) City Clerk

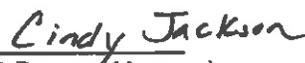
By Amber Borden / Assit Dir
(Typed Name/Title)

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

05/22/2018
(Signature Date)

(Signature Date)

ATTEST:
By _____
(Signature)

By ~~Kimberly Roberts~~ 
(City of Dalton CDBG Program Manager)

(Signature Date)

05/24/2018
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:

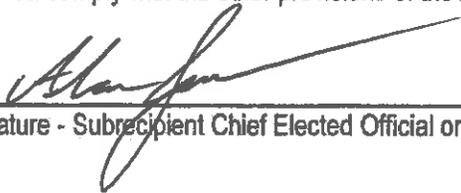
- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant 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 2014-2018 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

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

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

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

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



Signature - Subrecipient Chief Elected Official or Board Chair

Alan Jewel

Typed Name - Subrecipient Chief Elected Official or Board Chair

Board Chairman

Title

05/22/2018

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 Director

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

05/22/2018

Date of Attesting Person's Signature

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

A. Lobbying Certification - Paragraph n

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

B. Drug-Free Workplace Certification - Paragraph o

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

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

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

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

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

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

STATEMENT OF WORK

The total FY 2018 CDBG budget for this activity shall not exceed **\$275,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2018. The activity shall be completed by June 30, 2019. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

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

GENERAL REQUIREMENTS:

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

1st Year – 2018:

2nd year – 2019:

3rd year – 2020:

4th year – 2021:

5th year – 2022:

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

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

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

EXHIBIT 2
MONTHLY REPORTS

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

2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity			
Race by Gender	Male	Female	Total
(1) White			
(2) Black/African-American			
(3) Asian			
(4) American Indian/Alaskan Native			
(5) Native Hawaiian/Other Pacific Islander			
(6) American Indian/Alaskan Native & White			
(7) Asian & White			
(8) Black/African-American & White			
(9) American Indian/Alaskan Native & Black/African-American			
(10) Other Multi-Racial			
(11) Totals			

Race by Ethnicity	Hispanic or Latino	Nom-Hispanic or Non-Latino	Total
(1) White			
(2) Black/African-American			
(3) Asian			
(4) American Indian/Alaskan Native			
(5) Native Hawaiian/Other Pacific Islander			
(6) American Indian/Alaskan Native & White			
(7) Asian & White			
(8) Black/African-American & White			
(9) American Indian/Alaskan Native & Black/African-American			
(10) Other Multi-Racial			
(11) Totals			

3. Number of New Female-Headed Households Served This Month----->

4. Presumed Benefit Groups Served – Use Only the Category Used to Qualify Your Activity for CDBG funding	
A. Elderly – Age 62 and Older – Number of New Persons Served	
B. Adults With Disabilities – Number of New Persons Served	
C. Homeless Persons -- Number of New Persons Served	
D. Abused Spouses -- Number of New Persons Served	
E. Abused/Neglected Children – Number of New Persons Served	

Submit to: City of Dalton CDBG Office
 300 West Waugh Street
 Dalton, Ga. 30720 (706)529-2461 fax: (706)277-4640

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

FY2017 Income Limits

***Effective June 6, 2017**

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$12,060	\$16,950	\$27,100
2	\$16,240	\$19,400	\$31,000
3	\$20,420	\$21,800	\$34,850
4	\$24,200	\$24,200	\$38,700
5	\$26,150	\$26,150	\$41,800
6	\$28,100	\$28,100	\$44,900
7	\$30,050	\$30,050	\$48,000
8	\$31,950	\$31,950	\$51,100
9+	Calculate on www.huduser.org	Calculate on www.huduser.org	Calculate on www.huduser.org

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

Medium Income: \$52,700.00

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

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

*MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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



Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Finance

Subject: CDBG Sub-recipient agreement with Family Promise

Cost: \$20,000 Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

CDBG program sub-recipient agreement with Family Promise for \$20,000. CDBG program year 2018-2019 funding to provide partial salary for housing stability case management.

Requested By: Cindy Jackson

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

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



FY [July 1, 2018-June 30, 2019]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: Family Promise of Whitfield County, Inc.

HUD GRANT NO: B-18-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 2018 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 **Family Promise**, 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] 2018 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$20,000.00 from Fiscal Year 2018 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, 2019.

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2018
Deadline for Expenditure of Funds	6/30/2019
Agreement Termination Date	6/30/2019
Deadline for Receipt of Final Reimbursement Request	7/15/2019

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, 2019.

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

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:
Family Promise

FOR CITY OF DALTON:

By 
(Signature)

By _____
(Signature) Mayor

By Doug Keener Board
(Typed Name/Title) President

By Dennis Mock, Mayor
(Typed Name/Title)

5/14/2018
(Signature Date)

(Signature Date)

ATTEST:

ATTEST:

By 
(Signature)

By _____
(Signature) City Clerk

By Amy Kleem, Director
(Typed Name/Title)

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

5/14/2018
(Signature Date)

(Signature Date)

ATTEST:

By _____
(Signature)

By Cindy Jackson
(City of Dalton CFO)

(Signature Date)

May 14, 2018
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:

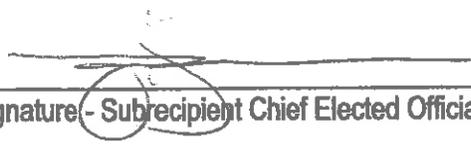
- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant 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 2014-2018 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

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

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

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

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


Signature - Subrecipient Chief Elected Official or Board Chair

Doug Keener
Typed Name - Subrecipient Chief Elected Official or Board Chair

Board President
Title

5/14/2018
Signature Date

ATTEST:


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

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

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

5/14/2018
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: Family Promise
Activity Name: **Housing Stability Case Management-partial salary**

STATEMENT OF WORK

The total FY 2018 CDBG budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2019. The activity shall be completed by June 30, 2019. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

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

GENERAL REQUIREMENTS:

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

1st Year – 2018:

2nd year – 2019:

3rd year – 2020:

4th year – 2021:

5th year – 2022:

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

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

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

EXHIBIT 2
MONTHLY REPORTS

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

Submit to: City of Dalton CDBG Office
300 West Waugh Street
Dalton, Ga. 30720 (706)529-2461 fax: (706)277-4640

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

FY2017 Income Limits

***Effective June 6, 2017**

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$12,060	\$16,950	\$27,100
2	\$16,240	\$19,400	\$31,000
3	\$20,420	\$21,800	\$34,850
4	\$24,200	\$24,200	\$38,700
5	\$26,150	\$26,150	\$41,800
6	\$28,100	\$28,100	\$44,900
7	\$30,050	\$30,050	\$48,000
8	\$31,950	\$31,950	\$51,100
9+	Calculate on www.huduser.org	Calculate on www.huduser.org	Calculate on www.huduser.org

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

Medium Income: \$52,700.00

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

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

***MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.**

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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

**Family Promise of Whitfield County
Board Meeting**

May 14, 2018

Those attending: Doug Keener, Jay Motley, Mary Squires, Ann Kuzniak, Amy Kleem

Doug Keener welcomed everyone and opened with prayer.

Secretary's Report: Ann Kuzniak made a motion to approve the March Minutes. Jay Motley seconded the motion. Motion passed.

Treasurer's Report: As of April 30, 2018 we have \$ 9,230.00 in the bank. Mary Squires made a motion to approve the Treasurer's report. Ann Kuzniak seconded the motion. Motion passed.

Fundraising/Grant Committee Report:

CDBG – We have been awarded \$20,000 for the grant period of July 2018 – June 2019. The exact amount will depend on the funds released to the City of Dalton by the federal government. A motion to accept the contract to this effect with the City of Dalton was made by Jay Motley and seconded by Mary Squires. Motion passed.

Duck Race Day – June 16, 2018 from 10 am until 2 pm with the race itself starting at 1 pm. Our PR person, John Holt, has been suffering from back pain and will have surgery sometime to hopefully alleviate this pain. Consequently our PR efforts on the Duck race are behind schedule. The 1st Baptist IT person will produce a Duck Race promo video this Wednesday which will be made available to our member churches. The Plexiglas donation boxes, instruction sheets, and posters were available for those present to take back to their home churches and begin promotion.

Anyone who can is asked to take some ducks and pose them in interesting places then snap a photo and pass this along to Amy or Susan so they can post it on our Family Promise Facebook Page to generate excitement for the race. The website is not current with this year's info but is able to take pay pal donations. Send inquiries to our Facebook page for the latest info.

Volunteers are needed for this event. Friday night, June 15 we will gather at 6:00 pm at 1st Baptist to load the FP trailer with tables, chairs and other supplies to take over and park near Burr Park. On Saturday morning we will gather at the park at 8:00 am to set up and be ready for a 10:00 start. Don't forget to wear your Duck Race t-shirts!

Director's Report:

In April we helped 12 families: 38 people, 16 adults and 22 children. Spent \$2,253. There is currently an increase in call volume.

First Baptist Church is currently using it to house an interim pastor from May 1st until Oct 22nd at the latest. We hope to have a family ready to move into it for transitional housing after the interim pastor and his family moves on.

Respectfully submitted,
Ann Kuzniak

Next meeting June 11, 2018 6:00 pm



Mayor and Council Agenda Request

Council Meeting Date: 06/18/2018

Department: Finance

Subject: CDBG Sub-recipient agreement Northwest Georgia Family Crisis Center

Cost: \$11,740 Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

CDBG program sub-recipient agreement with Northwest Georgia Family Crisis Center for \$11,740. CDBG program year 2018-2019 funding to provide partial salary for children's advocate and/or resident assistant..

Requested By: Cindy Jackson

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

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



FY [July 1, 2018-June 30, 2019]
CITY OF DALTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: Northwest Georgia Family Crisis Center (NWGFCC)
HUD GRANT NO: B-18-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 2018 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **NWGFCC**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year[FY] 2018 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, \$11,740.00 from Fiscal Year 2018 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, 2019.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	7/1/2018
Deadline for Expenditure of Funds	6/30/2019
Agreement Termination Date	6/30/2019
Deadline for Receipt of Final Reimbursement Request	7/15/2019

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, 2019.

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.

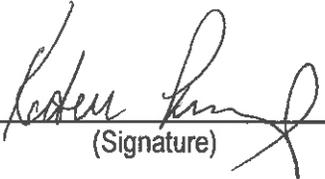
If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

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

FOR THE SUBRECIPIENT:

FOR CITY OF DALTON:

NWGFCC

By 
(Signature)

By _____
(Signature) Mayor

By KATORA PRINTUP
(Typed Name/Title)

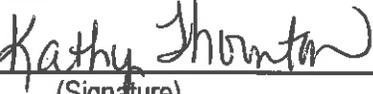
By Dennis Mock, Mayor
(Typed Name/Title)

EXECUTIVE DIRECTOR
(Signature Date)

(Signature Date)

ATTEST:

ATTEST:

By 
(Signature)

By _____
(Signature) City Clerk

By KATHY THORNTON
(Typed Name/Title)

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

FINANCIAL OPERATIONS COORIDANTOR
(Signature Date)

(Signature Date)

ATTEST:

By _____
(Signature)

By ~~Renetta Cochran~~ 
(City of Dalton CDBG Program Manager)

(Signature Date)

May 22, 2018
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:

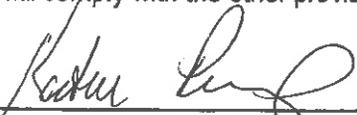
- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant 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 2014-2018 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

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

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

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

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



Signature - Subrecipient Chief Elected Official or Board Chair

KATORA PRINTUP

Typed Name - Subrecipient Chief Elected Official or Board Chair

EXECUTIVE DIRECTOR

Title

MAY 11, 2018

Signature Date

ATTEST:



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

KATHY THORNTON

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

FINANCIAL OPERATIONS COORDINATOR

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

MAY 11, 2018

Date of Attesting Person's Signature

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

A. Lobbying Certification - Paragraph n

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

B. Drug-Free Workplace Certification - Paragraph o

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

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

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

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

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: NWGFCC
Activity Name: **Client Advocate and/or Resident Assistant-partial salary**

STATEMENT OF WORK

The total FY 2018 CDBG budget for this activity shall not exceed **\$11,740.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2018. The activity shall be completed by June 30, 2019. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

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

GENERAL REQUIREMENTS:

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

1st Year – 2018:

2nd year – 2019:

3rd year – 2020:

4th year – 2021:

5th year – 2022:

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

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

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

EXHIBIT 2
MONTHLY REPORTS

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

Submit to: City of Dalton CDBG Office
 300 West Waugh Street
 Dalton, Ga. 30720 (706)529-2461 fax: (706)277-4640

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

FY2017 Income Limits

***Effective June 6, 2017**

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$12,060	\$16,950	\$27,100
2	\$16,240	\$19,400	\$31,000
3	\$20,420	\$21,800	\$34,850
4	\$24,200	\$24,200	\$38,700
5	\$26,150	\$26,150	\$41,800
6	\$28,100	\$28,100	\$44,900
7	\$30,050	\$30,050	\$48,000
8	\$31,950	\$31,950	\$51,100
9+	Calculate on www.huduser.org	Calculate on www.huduser.org	Calculate on www.huduser.org

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

Medium Income: \$52,700.00

Extremely Low Income = 30% of Median Household Income

Low Income = 50% of Median Household Income

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

***MAXIMUM HOUSEHOLD INCOME LIMITS ARE REVISED ANNUALLY BY HUD.**

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 6
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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

NW Georgia Family Crisis Center Inc. Board of Directors

Meeting Minutes

May 22, 2018

Opening

The regular meeting of the NW Georgia Family Crisis Center Inc. Board of Directors was called to order at 5:31 PM on 05/22/2018 in the Gym by Pat Jennings

Present (20)

Katora Printup, Amanda Cunningham, George Lo Greco, Kathy Thornton, Peter Hanson, Pat Jennings, Mary Cooper, Barry Woods, Jevin Jensen, Evelyn Britton, Judy Chattam, Gena Smith, Samantha Durken, Kathy Mashburn, Lisa Painter, Chris Upchurch, Jen Merryman, Phenna Petty, Junior Robertson, Ken Mishoc

Approval of Minutes

Motion to approve the minutes of April meeting by Gena Smith, 2nd by Lisa Painter. Motion passed unanimously.

Reports

Treasurers Report by Peter Hanson Motion to accept Pat Jennings 2nd by Lisa Painter Passed unanimously.

Service report by Amanda Cunningham

Directors report read by Amanda Cunningham /Katora Printup

Volunteer report: by Kathy Thornton who emphasized the need to report ALL volunteer hours

Committee Reports

Executive committee: Did Not Meet

Pat Jennings

Finance/Resource Development: Did Not Meet, next letter to go out in November Peter Hanson

Personnel /Programming: next meeting end of June 3houses on the tour 4th probably

Nominating Committee needs to meet briefly after this meeting adjourns.

Legislative Committee report by Amanda Cunningham,

Old Business:

New Business: 2018 CDBG Grant of \$11,740.00 was presented by Pat Jennings.

Motion to accept by Peter Hanson, 2nd by Evelyn Britton and Lisa Painter in unison, motion passed unanimously

Adjournment

Meeting was adjourned at 5:55 PM

The next Board meeting will be the June 26, 2018 in the Gym.

Minutes submitted by: George Lo Greco

Approved by:





Mayor and Council Agenda Request

Council Meeting Date: 6-18-18

Department: Administration

Subject: Ordinance 18-07 - Personal Transportation Vehicles

Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

Requests from residents to be able to operate PTV's in designated areas of the city.

Requested By: Jason Parker

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

ORDINANCE 18-07

To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Traffic and Vehicles"; By Amending Article VI Captioned: "Fire Lanes" To Reserve Sections 114-408 Through 114-414; By The Addition of A New Article VII Captioned: "Personal Transportation Vehicles"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: "Traffic and Vehicles"; by amending Article VI captioned: "Fire Lanes" by reserving Sections 114-408 through 114-414 for future use.

Section 2.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: "Traffic and Vehicles"; by adding a new Article VII captioned: "Personal Transportation Vehicles", which shall read as follows:

ARTICLE VII. – PERSONAL TRANSPORTATION VEHICLES

Sec. 114-415. – Purpose.

The Mayor and Council find that certain streets or designated portions of certain streets located within the territorial boundaries of the city and under its jurisdiction are designed and constructed so as to safely permit their use by operators of Personal Transportation Vehicles ("PTV"). This Article shall set forth the conditions for such use of a PTV.

Sec. 114-416. – Definitions.

Driver's license means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

Proof of Insurance means documented evidence of liability insurance on the PTV insuring against personal injury, death and damage to property of any nature relative to the operation of a PTV on designated streets or designated portions of certain streets in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

Personal Transportation Vehicle (“PTV”) means a motor vehicle having not less than three wheels in contact with the ground and an unladen weight less than 1,300 pounds which is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and any motor vehicle having no fewer than four wheels and an unladen weight of 1,375 pounds or less and which cannot operate at more than 20 miles per hour. Such vehicles may also be referred to as “motorized carts”. The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs and scooters that can be use indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multi-purpose off-highway vehicle.

Sec. 114-416. – Operation of a PTV.

The operator of a PTV shall comply with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads.

Sec. 114-417. – Operator of a PTV.

Only persons sixteen (16) years of age or older and holding a valid driver’s license may operate a PTV on the designated streets or portions thereof within the city.

Sec. 114-418. – Insurance Required.

The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage must be kept on the PTV or carried by the person operating the PTV.

Sec. 114-419. – Designated streets or portions thereof.

- (a) A PTV may be operated only over those certain residential streets, or portions thereof where the speed limit is 25 mph or less only during daylight hours unless such motorized carts are equipped with functional headlights and taillights.
- (b) A PTV may cross streets and highways that are part of a municipal street system or county road system and used by other types of motor vehicles only at crossings or intersections designated for that purpose by the city.

Sec. 114-420. – Registration and Affidavit of Owner; fee.

The owner of a PTV must register the PTV with the city once every five (5) years. The fee for said registration will be in accordance with state law. As part of the registration process, each owner shall be required to sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of his/her knowledge and that the owner will abide by all laws, ordinances, rules and regulations regarding the operation of a PTV on designated streets or portions thereof.

Sec. 114-421. – Gasoline powered PTVs.

- (a) Every gasoline powered PTV shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
- i. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - ii. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - iii. The engine and powered mechanism of every gasoline powered PTV shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.
- (b) It shall be unlawful for the owner of any gasoline powered PTV to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a PTV by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

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

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was

made by Councilmember _____, second by Councilmember _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

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

CITY CLERK, CITY OF DALTON