

**CONSULTING AGREEMENT  
BETWEEN THE  
CITY OF DALTON and DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION  
for RENTAL ASSISTANCE PROGRAM ADMINISTRATION SERVICES FOR THE CITY OF  
DALTON CDBG-CV3 PROGRAM**

This Agreement made this 1st day of February, 2021 by and between Dalton-Whitfield Community Development Corporation (hereinafter referred to as "Consultant") having its offices and place of business at 407 S. Thornton, Ste. 3, Dalton, GA 30720 and the CITY OF DALTON, 300 West Waugh Street, Dalton, GA 30720, (hereinafter referred to as "City"), as follows:

WHEREAS, the City of Dalton deems it desirable and necessary to obtain the services of a consultant to provide administrative services related to the implementation of a Community Development Block Grant (CDBG-CV3) COVID-19 Emergency Rental Assistance Program funded by the U. S. Department of Housing and Urban Development (HUD) and the Consultant's proposal, annexed hereto as Exhibit "A", hereinafter referred to as the "Service".

Now, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the parties as follows:

- A. Scope of Services: The Consultant agrees to perform the services as described in Exhibit "A", which is annexed hereto and made a part hereof.
  
- B. Term: The term of this Agreement will commence as of February 2, 2021, and end December 31, 2021.
  
- C. Compensation: The cost for this service shall be a total of \$34,962.80. Said amount will be billed in accordance with the attached Exhibit "B" (Fee Schedule) and made part hereof. The City shall pay the Consultant for services rendered under this Agreement in accordance with the Exhibit "B" (Fee Schedule)

within thirty (30) days of receipt of applicable invoices and in accordance with the standard practices of the City of Dalton. The total amount to be paid to the Consultant for services rendered pursuant to the Consulting Agreement shall not exceed \$34,962.80.

D. United States Department of Housing and Urban Development's (HUD) Rules,

Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the CDBG-CV3 funds, as well as HUD's rules, regulations and requirements as currently in use or as amended by HUD from time to time. Any conflict between this Agreement and HUD's rules, regulations and requirements shall be resolved by the application of HUD's rules, regulations and requirements.

E. Consultant's Staff: Throughout the term of this Agreement, the Consultant agrees to maintain appropriate and sufficient staff to meet the requirements of this Agreement and to provide for timely, professional service. The Consultant herein represents that it is adequately staffed, skilled and experienced in the type of work proposed and represents further that it is duly qualified to perform these services under the laws of the State of Georgia.

F. Equal Opportunity: During the performance of this Contract, Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, sex or marital status. Such action shall be taken with reference to, but not limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on-the-job training.

G. Compliance with Labor Statues and Rules: The Consultant agrees to comply in all respects with the laws of the State of Georgia respecting labor and compensation and with all labor statues, ordinances, rules and regulations.

H. Conflict of Interest: No person who is a member of the governing body of the Consultant, an officer, or an employee, or the immediate family members of such person will be eligible to participate or benefit financially from any program or project undertaken by the Consultant under this Agreement. Moreover, no individual who is an elected official, a paid staff person to such an official, a leader or chairman or committeeman of a political party at any jurisdictional level or an immediate family member of such person will be eligible to participate or benefit financially from any project undertaken by the Consultant under this Agreement.

I. Representations of the Consultant:

- (1) The Consultant represents that it is a duly organized and validly existing non-profit corporation under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement.
- (2) This Agreement has been executed and delivered by the Consultant in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and Agreement of the Consultant.
- (3) There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by the Consultant, which (a) questions the validity of this Agreement, or any action take or to be taken under it, or (b) is likely to result in any material adverse change in the authority, properties, assets, liabilities, conditions (financial or otherwise) of the Consultant which would materially and substantially impair the Consultant's ability to perform any of the obligations imposed upon the Consultant by this Agreement.

- (4) The representations, statements, and other matters contained in the application and proposal, were true and complete in all material respects as of the date of filing. The Consultant is aware of no event, which would require any amendments to the application or proposal in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. Consultant is aware of no event or other fact, which should have been and has not been reported in the application as material information.
- (5) Consultant agrees to comply with all applicable Federal, State and Local Laws and Ordinances.
- (6) Consultant agrees to purchase errors and omissions coverage.

J. Representations of the City:

- (1) The City represents that it is a municipal corporation duly established under State of Georgia law.
- (2) That it is validly existing and in good standing under the laws of the State of Georgia, and has all requisite corporate power and authority to enter into this agreement and consummate the transactions herein contemplated.
- (3) This agreement, the consummation of the transactions herein contemplated and their performance, observance and fulfillment by the City of all the terms and conditions hereof on its part to be performed, observed and fulfilled, have all been approved and authorized by the City Council. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the performance for, fulfillment of and compliance with the terms and conditions hereof by the City do not and will not (either immediately or with lapse of time, or with notice, or both) conflict with any of the provisions applicable authorizing Resolution(s) of the City Council.
- (4) This agreement has been duly and validly executed and delivered by the City and constitutes a valid, binding and enforceable obligation of the City. The City has the right, power, legal capacity and authority to enter into and perform its obligations under this agreement, subject to a permissive referendum.

K. Indemnification by Consultant: The Consultant shall indemnify and hold the City, its directors, agents, servants, officers and employees harmless from any and all claims and judgments for damages and from costs expenses, including attorney's fees, to which the City may be subjected or which it may suffer or incur by reasons of losses, damage or injuries to persons or property resulting from negligence or carelessness of the Consultant on account of any act by, or omission of the Consultant and or any part of the work agreed to be performed under this Agreement. The City and the Consultant shall be solely responsible for their own acts and omissions and responsible to each other for any intentional or negligent acts or omissions, which cause damage to the other.

L. Termination: This agreement may be terminated upon the happening of any of the following events:

(1) By mutual written consent of the contracting parties;

(2) By either party for cause upon the failure of the other to comply with the terms and provisions of this Agreement, provided that, the party seeking termination shall give the other written notice setting forth with reasonable detail and specificity the objections to the other party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective upon thirty (30) days from mailing or personal delivery unless the defaulting party shall have cured such a failure to comply with the provisions of this Agreement within said thirty (30) day period;

(3) If the City, in its sole discretion, deems that termination would be in the best interest of the City; in that event, the City shall give notice of termination not less than sixty (60) days prior to the date on which termination shall be effective in the same manner as provided in section (2) herein above;

(4) Upon the filing of a petition in bankruptcy or insolvency by or against the Consultant; in that event, the Agreement shall be terminated immediately without termination costs to the City; or

(5) If the Consultant fails to comply with any of the material requirements of this Agreement.

- (7) By the Consultant if the CDBG-CV funds become unavailable or if for whatever reason the City fails for a period of sixty (60) days to compensate the Consultant for services rendered in accordance with this agreement.
- (8) In the event of termination of this agreement, the Consultant shall return all computer software, computer discs containing program information and tapes, documents, records, and all other materials or very kind and nature relating to this agreement to the City and shall provide a final invoice for charges due through and including the effective date of termination. The Consultant shall be paid for services authorized and performed pursuant to the provisions of this Agreement up to the date of termination, unless the cancellation of the agreement by the City is pursuant to Paragraph N hereof. Further the Consultant will return all unused City owned supplies and City owned furniture and equipment in the possession of the Consultant, if any.
- M. Notification: Consultant shall promptly notify the City of any change in the status of any license, permit, authorization or approval required by Consultant for the performance of its obligations and duties pursuant to this agreement.
- N. Completion of Authorized Work: At the option of the City, any work authorized by this agreement and not completed at the end of or earlier termination of this agreement shall be completed under the terms and conditions of this agreement. The Consultant shall receive payment for all such work completed.
- O. Consultant Assistance: The Consultant agrees, with regard to this agreement, generally to assist the City, upon request of the City Attorney and/or his designated agent, in preparations associated with legal actions arising there from and to testify on behalf of the City should the same be requested by the City. The cost will be will be in addition to the compensation provided by paragraph "C" and shall be payable at actual cost to the Consultant.

P. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the application and proposal submitted by the Consultant for this agreement are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named and that the proposal is, in all respects, fair and were prepared and secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.

Q. Safety Equipment: The Consultant is responsible for taking all safety precautions and complying with all safety requirements for the work performed under this agreement. Consultant shall provide and utilize appropriate protective clothing and equipment to meet the requirements of the Occupational Health and Safety Act and other applicable industry standards and requirements.

R. Assignment: The Consultant shall not assign, transfer, convey sublet or otherwise dispose of this Agreement or of its right, title, benefit, advantage, or interest in or to it, any part hereof, or its power to execute it or assign, by power of attorney or otherwise, without the previous written consent of the City.

S. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Consultant, respectively, and its partners, successors, assigns and legal representatives.

T. Severability: In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.

U. Notice: All notices will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid, by certified mail, return receipt requested to be delivered only to the office of the address of each respective party at the address listed on the first page of this agreement or upon the date of personal delivery.

V. Modification: The agreement and the exhibits annexed hereto constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto. It is understood and agreed that this agreement and the exhibits annexed hereto may be amended in writing only, and that all understandings and agreements heretofore had between the parties hereto are merged into this agreement, which alone fully and completely express their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this agreement, made by the other.

W. Paragraph Headings: The title of the paragraphs and any heading of the paragraphs are not part of this agreement and will not be deemed to affect the meaning or construction of any of its provisions.

X. Independent Contractor: Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this agreement and the City and the consultant shall remain separate legal entities. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Consultant is an independent contractor.



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

**FOR THE AGENCY**

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

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

\_\_\_\_\_  
(Signature date)

ATTEST:

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

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

\_\_\_\_\_  
(Signature date)

**FOR THE CITY**

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

By David Pennington, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

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

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

\_\_\_\_\_  
(Signature date)

ATTEST:

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

By Cindy Jackson, CFO  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

## EXHIBIT A

### *SCOPE OF SERVICES*

The consultant scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities as it relates to the City of Dalton's CDBG-CV3 Rental Assistance Program:

1. Consultant will assist very low- to low-income families and individuals who are suffering a temporary financial setback due to the COVID-19 public health emergency and who need help with delinquent residential rent. The CDC adopted a temporary eviction moratorium in September 2020 and the Program may serve to assist renters who have been unable to pay rent during the moratorium period. Funding sources for the Program may be from Community Development Block Grant funds, including recently allocated federal CDBG-CV2 to support the Program's purpose.
2. Consultant will oversee rental assistance for tenants experiencing an unforeseen financial crisis and inability to pay rent due to a loss of income related to the COVID-19 public health emergency. The form of assistance will be a grant payable directly to the landlord through an agreement between the landlord and the City.
3. Consultant will maintain housing stability of Dalton residents by collecting and vetting Rental Assistance Applications to evaluate financial need; and ability to connect recipients to supportive services such as case management, financial planning and coaching; and special needs housing resources and providers.
4. Consultant will ensure the preservation of housing stability, applications will be accepted on a first-come, first-serve basis.
5. Consultant will prioritize those that are most in need, those applicants with the lowest income levels will receive priority over other eligible applicants.
6. Consultant may provide up to six (6) months of emergency rental assistance for qualifying families living within the city limits which shall be granted one time per household. Consultant shall

provide a rent reasonableness assessment based on Fair Market Rent (FMR) published by HUD determines the maximum subsidy for a family.

7. Consultant will comply with all applicant eligibility requirements to include:

A. Households must demonstrate an inability to meet rent obligations through documenting a loss of income and lack of assets available due to COVID-19. To qualify for assistance, applicants must meet the following criteria:

- Resident of incorporated City of Dalton
- Have a current residential lease agreement
- Tenant was current on rental payments prior to March 16, 2020 and in otherwise good standing with payment and terms of their lease.
- Total household income is not to exceed the Low-Income limits (80% of Area Median Income) established for City of Dalton, adjusted by household size. See table below for 2020 Maximum Income Limits, effective July 1, 2020:

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

**FY2020 Income Limits \*Effective July 1, 2020**

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

B. Household must document Substantial Decrease in Household Income is related to COVID-19 event such as a decrease or loss of employment, medical issues, out-of-pocket medical expenses, or school/childcare closures as evidenced by the following:

- Termination Notice
- Payroll Check or Pay Stubs
- Bank Statements
- Medical Bills
- Signed Letter from Employer explaining tenant'(s) changed financial circumstances
- Unemployment Award Letter
- Self-Certification of tenant's inability to pay the next month rent.

**C. Special Considerations**

The following tenants may be eligible to participate in the Program if they meet certain Requirements:

- Section 8 Tenants, whose rental rate is based on their household income may be eligible to participate in the program, up to the tenant's share of the rent.
- Tenants of a regulated affordable housing development.

**D. Ineligible Applicants**

The following tenants/landlords are ineligible to participate in the Program:

- Tenants that received assistance in another Rental Assistance Program since March 16, 2020;
- Tenants that are Immediate Relatives, through blood or marriage (i.e. Child, Parent, Sister, Brother, Grandparent, Aunt, Uncle) of the Landlord;
- Single owner-occupied residence, where the owner-occupant rents or leases a majority of the number of bedrooms or occupants of the residential unit.

**E. Program Assistance**

Rental relief assistance will be provided in an amount that is the lesser of:

- Tenant’s actual rent
- Tenant’s share of the contract rent
- Maximum affordable rent for the unit size, based on need. See table below for the maximum affordable rent by household size:

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Maximum Monthly Rent	\$542.00	\$604.00	\$724.00	\$996.00
Maximum Rent for 6 Months	\$3,252.00	\$3,624.00	\$4,344.00	\$5,976.00

\*Based on the HUD 2020 Fair Market Rent Limits

- Rental Differential Negotiation -- If the Tenant’s rental rate exceeds the maximum affordable rent (rental differential) for the applicable unit size, then the following options must be completed and documented:
- Landlord must demonstrate to the City that the contract rental amount is necessary to pay all costs associated with renting the property,

**AND**

- Landlord and Tenant must come to an agreement on how much of the rental differential the Landlord will discount or the Tenant will pay prior to the City disbursing funds.

F. Grant funds will be disbursed directly to the Landlord.

G. Prior to the release of funds, the City must receive the following documents:

**From the Landlord**

- W-9 for the Landlord receiving rental payment,
- Signed affidavit affirming that the Landlord has not and will not receive payment for the same month(s) rent due for the same tenant from the tenant, any other rental assistance or mortgage assistance program, or any other source.

### **From the Tenant**

- Executed Rental Assistance Agreement that includes a signed affidavit affirming that the tenant is not receiving rent from any other sources (rental assistance programs, sub-lessees, roommates, etc.).
- H. Consultant will follow the Rental Assistance Program Process as outlined below:
- Obtain completed Rental Assistance Program Application from tenant requesting grant funds.
  - As necessary, circulate information of the availability of the Rental Assistance Program,
  - Verify contents of Rental Assistance Program Tenant Applicants:
    - Identification of the Tenant Rental Assistance Program Applicant with the Lease Agreement provided,
    - Household Size and Income,
    - Most recent rental payment made immediately preceding March 16, 2020 using one of the following documents:
      - Cancelled Check
      - Bank Statement
      - Written verification from Landlord
    - Documented loss of income related to COVID-19,
    - Tenant affidavit confirming that tenant is not receiving rental payment funds from other source (e.g. sub-leases or other rental programs or charity)
  - Verify Rental Assistance Program grant payment requirements with Landlord:
    - Validity of Lease Agreement between Landlord and Tenant
    - Landlord affidavit affirming the terms of the program
  - Document outcome of the Rental Differential Negotiation in writing,
  - Create summary document and provide summary with contents of Rental Assistance Program Application to the City of Dalton. City will issue Rental Assistance Program grant payment directly to Landlord,
  - Create template letters to tenant applicants confirming or denying Rental Assistance Program grant payment to Landlord,
  - Maintain Client files in systematic order as to withstand audit from City of Dalton CDBG-CV3 Program, City of Dalton's Independent Auditors, and HUD. These files will be reviewed for completeness before release of funds are made. Once final payment is made to the Landlord, the file will be remitted to the City of Dalton for grant record retention purposes.

**EXHIBIT B**

*FEE SCHEDULE*

<b>FEE SCHEDULE</b>	
<b>MONTH BILLED</b>	<b>AMOUNT</b>
FEBRUARY 2021	\$3,178.44
MARCHL 2021	\$3,178.44
APRIL 2021	\$3,178.44
MAY 2021	\$3,178.44
JUNE 2021	\$3,178.44
JULY 2021	\$3,178.44
AUGUST 2021	\$3,178.44
SEPTEMBER 2021	\$3,178.44
OCTOBER 2021	\$3,178.44
NOVEMBER 2021	\$3,178.44
DECEMBER 2021	\$3,178.40
<b>TOTAL BILLED</b>	<b>\$34,962.84</b>